

**United States Bankruptcy Court
Central District of California
Los Angeles
Sheri Bluebond, Presiding
Courtroom 1539 Calendar**

Tuesday, June 9, 2026

Hearing Room 1539

11:00 AM
2:00-00000

Chapter

#0.00 All hearings scheduled for today are now simultaneously 1) In person in Courtroom 1539; 2) Via ZoomGov Video; 3) Via ZoomGov Audio. Parties are free to choose any of these options, unless otherwise ordered by the Court. Parties electing to appear in person shall comply with all requirements regarding social distancing, use of face masks, etc. that are in effect at the time of the hearing.

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Hearing conducted by ZOOMGov.

Video/audio web address: <https://cacb.zoomgov.com/j/16161090855>

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(when prompted, enter meeting number and password shown above)

Judge Bluebond seeks to maintain a courtroom environment (both online and in person) in which all persons are treated with dignity and respect, irrespective of their gender identity, expression or preference. To that end, individuals appearing before the Court are invited to identify their preferred pronouns (e.g., he, she, they, etc.) and their preferred honorific (e.g., Mr., Miss, Ms., Mrs., Mx, M, etc.). Individuals may do so by advising the Courtroom Deputy or Judge prior to any appearance and/or, in the case of remote hearings, by providing this information in the person's screen name in ZoomGov.

Docket 0

Courtroom Deputy:

- NONE LISTED -

Tentative Ruling:

- NONE LISTED -

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2:26-11616 Steven Ou

Chapter 7

#100.00 Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: **2023 Lexus RZ RZ 450E; VIN: JTJAAAAB3PA011695**

MOVANT: Toyota Lease Trust as serviced by Toyota Motor Credit Corporation

Docket 13

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Kirsten Martinez

Tentative Ruling:

Grant with waiver of Rule 4001(a)(3).

Party Information

Debtor(s):

Steven Ou

Represented By
Rex Tran

Movant(s):

Toyota Lease Trust as serviced by

Represented By
Kirsten Martinez

Trustee(s):

John P Pringle (TR)

Pro Se

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2:26-12653 Sophia Nicole Yracheta

Chapter 7

#101.00 Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: **2022 HONDA ACCORD; VIN: 1HGCV2F39NA025512**

MOVANT: American Honda Finance Corporation

Docket 10

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Kirsten Martinez

Tentative Ruling:

Grant with waiver of Rule 4001(a)(3).

Party Information

Debtor(s):

Sophia Nicole Yracheta

Represented By
Ethan Kiwhan Chin

Movant(s):

American Honda Finance

Represented By
Kirsten Martinez

Trustee(s):

John P Pringle (TR)

Pro Se

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2:26-12796 Sofia Galindo

Chapter 7

#102.00 Amended Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: **2020 Toyota Highlander**
VIN: 5TDGZRAHXL502710

MOVANT: Foothill Federal Credit Union

Docket 17

Courtroom Deputy:

- NONE LISTED -

Tentative Ruling:

Grant without waiver of Rule 4001(a)(3).

Party Information

Debtor(s):

Sofia Galindo

Represented By
Lilly A Tejada

Movant(s):

Foothill Federal Credit Union

Represented By
Shannon A Doyle

Foothill Federal Credit Union

Represented By
Shannon A Doyle

Trustee(s):

Jason M Rund (TR)

Pro Se

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11:00 AM

2:26-13070 Reginaldo Ponce Calub

Chapter 7

#103.00 Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: **2023 NISSAN ROGUE; VIN: 5N1BT3AB1PC905479**

MOVANT: Global Lending Services LLC

Docket 10

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Kirsten Martinez

Tentative Ruling:

Grant with waiver of Rule 4001(a)(3).

Party Information

Debtor(s):

Reginaldo Ponce Calub

Represented By
Rabin Pournazarian

Movant(s):

Global Lending Services LLC

Represented By
Kirsten Martinez

Trustee(s):

David M Goodrich (TR)

Pro Se

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2:26-13126 Ericka Terrell

Chapter 7

#104.00 Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: **2019 LEXUS NX; VIN: JTJYARBZ7K2128045** .

MOVANT: TOYOTA MOTOR CREDIT CORPORATION

Docket 9

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Kirsten Martinez

Tentative Ruling:

Grant with waiver of Rule 4001(a)(3).

Party Information

Debtor(s):

Ericka Terrell

Represented By
Anthony J Rothman Esq

Movant(s):

TOYOTA MOTOR CREDIT

Represented By
Kirsten Martinez

Trustee(s):

Timothy Yoo (TR)

Pro Se

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2:26-13968 David William Battle

Chapter 7

#105.00 Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: **2024 HARLEY-DAVIDSON FLHRXS ROAD KING SPECIAL; VIN: 1HD1KVP22RB616270**

MOVANT: Harley-Davidson Credit Corp

Docket 7

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Kirsten Martinez

Tentative Ruling:

Grant without waiver of Rule 4001(a)(3).

Party Information

Debtor(s):

David William Battle

Represented By
Anthony J Rothman Esq

Movant(s):

Harley-Davidson Credit Corp

Represented By
Kirsten Martinez

Trustee(s):

Rosendo Gonzalez (TR)

Pro Se

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2:26-14085 Kyeung Suk Yeh

Chapter 11

#106.00 Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: **221 S. Larchmont, Los Angeles, CA 90004**

MOVANT: Bank of Hope

Docket 21

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - J. Alexandra Rhim

Tentative Ruling:

The movant is adequately protected, as it is in first position and, based on the only valuation information provided, there appears to be a substantial equity cushion. And there is no evidence in the motion that the property is declining in value.

This property is the debtor's residence and the case is (at least for now) in chapter 11. It appears, therefore, and the debtor contends, that the property is necessary to the debtor's reorganization. It is too early in the case for the Court to conclude that there is no reasonable prospect of reorganization within a reasonable period or that there is no equity in the property above and beyond the amount of all liens.

The movant argues that the case was filed in bad faith on the eve of foreclosure as part of a scheme to hinder, delay and defraud the creditor that included the filing of a prior bankruptcy case by the debtor's husband. In that case, the debtor sought authority to refinance the property but never managed to obtain the necessary financing. Eventually, the Court converted the case (for other reasons) to chapter 7, the trustee abandoned the property and the court granted relief from stay.

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Chapter 11

Court shares the movant's concern that this debtor may have no more success with a prompt refinancing or sale than her husband did, but there are junior lienholders who believe that there is value in the property for them that would be lost if the Court were to grant the motion and permit the senior lienholder to foreclose immediately. Even a junior lienholder who has very little good to say about the Yehs (see Declaration of Robert E. Lewis, docket no. 29, at par. 130) opposes the immediate grant of relief from stay.

Therefore, in light of the various competing interests at stake here, the Court believes that the Debtor's recommendation (see opposition at p. 10) is a good one:

The Debtor proposes the following conditions:

1. Insurance and Tax Compliance: The Debtor shall provide proof of current hazard insurance and property tax payments on a monthly basis to Bank of Hope and the Court. The Debtor shall maintain all required coverage throughout the case.
2. Refinancing and Sale Reporting: The Debtor shall provide monthly written reports to Bank of Hope and the Court detailing: (a) refinancing progress, including lender pre-qualification status, appraisal completion, underwriting stage, and timeline to closing; and (b) sale marketing activity, including property showings, offers received, and negotiations status.
3. Refinancing or Sale Deadline: The Debtor shall obtain a written refinancing commitment and close the refinance, or obtain a written accepted offer and file

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Kyeung Suk Yeh

Chapter 11

a motion to approve the sale, within ninety (90) days of the Court's order. This

deadline is realistic given the refinancing and sale processes already underway

and ensures that the case does not languish.

Enter adequate protection order along the lines the debtor has proposed.

Party Information

Debtor(s):

Kyeung Suk Yeh

Pro Se

Movant(s):

Bank of Hope

Represented By
J. Alexandra Rhim

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2:26-15075 Margaret Johnson

Chapter 7

#107.00 Notice of motion and motion for relief from the automatic stay with supporting declarations UNLAWFUL DETAINER RE: **1120 W. 6th Street #1508, Los Angeles, CA 90017**

MOVANT: CPI Sofia Owner, LLC

Docket 8

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Ashley Rossetto

Tentative Ruling:

Bankruptcy appears to be part of a scheme to hinder, delay and defraud creditors. Section 362(d)(4) does not apply, as movant is a lessor, but grant motion with waiver of Rule 4001(a)(3) and include in rem relief for a period of 180 days.

Party Information

Debtor(s):

Margaret Johnson

Pro Se

Movant(s):

CPI Sofia Owner, LLC

Represented By
Agop Gary Arakelian

Trustee(s):

John P Pringle (TR)

Pro Se

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2:26-14886 UMZU LLC

Chapter 11

#108.00 Emergency Motion For Authority To Use Cash Collateral On An Interim Basis

fr: 5-26-26; 6-2-26

Docket 2

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Leslie Cohen

6/8/26 - W. Sloan Youkstetter

6/8/26 - David Shevitz

Tentative Ruling:

Tentative Ruling from June 2, 2026:

At hearing held May 26, 2026, Court authorized use of cash collateral on an interim basis through the close of business on June 5, 2026 for the payment of post-petition expenses only up to a total of \$526,133; provided, however, that debtor may make adequate protection payment(s) of up to \$36,000 to Drive Fulfillment in exchange for the release of inventory that will produce receipts of not less than this amount. Lenders will receive replacement liens on post-petition collateral (excluding avoiding power recoveries). Court continued hearing to June 2, 2026 at 10:00 a.m. Debtor will serve notice of the continued hearing not later May 27, 2026. (Debtor served notice of continuance. Court entered interim order.) [Court calculated amount of cash collateral authorized by using the chart on pages 3 through 4 of docket no. 2, estimating the prepetition portion of the payment to WB blends at \$60,366 and deducting this portion from the total and reducing the 3PL payment to Fulfillment Center from \$45,000 to \$36,000 and deducting the difference.]

Revisit cash collateral motion after conclusion of hearing on critical vendor

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Chapter 11

motion.

Final Ruling for June 2, 2026:

As debtor's supplier would not let debtor order new inventory (as court has not authorized payment of prepetition debt), debtor did not spend full amount of cash collateral authorized at prior hearing. As debtor's decision to withdraw its "critical vendor" motion with regard to Meta (Facebook/Instagram) will likely impact its cash flow projections (and court has not authorized payment of supplier's prepetition debt), court cannot assess whether secured creditors will be adequately protected if court authorizes use of any additional cash collateral.

Court continued hearing to June 9, 2026 at 11:00 (originally set for 10:00 a.m. in error) and instructed debtor to lodge order extending the time period within which the debtor may spend the cash collateral that it was authorized to use by the prior order until the close of business on June 12, 2026.

Tentative Ruling for June 9, 2026:

If court authorizes the debtor to pay WB's prepetition claim now, how will the projections attached to the original motion be affected? Will parties with an interest in cash collateral still be adequately protected by the debtor's future operations? Hearing required.

Party Information

Debtor(s):

UMZU LLC

Represented By
Matthew D. Resnik
Roksana D. Moradi-Brovia

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2:26-14886 UMZU LLC

Chapter 11

#109.00 Emergency Motion For Interim And Final Order Authorizing Debtor To (1) Grant Critical Vendor Status And (2) Pay Prepetition Claims Of Critical Vendors

fr: 5-26-26; 6-2-26

Docket 7

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Leslie Cohen

6/8/26 - W. Sloan Youkstetter

6/8/26 - David Shevitz

Tentative Ruling:

Tentative Ruling for June 2, 2026:

Court continued hearing to June 2, 2026 at 10:00 a.m. Debtor shall serve notice of continued hearing not later than May 27, 2026.

Court authorized payment of up to \$36,000 to Drive Fulfillment as adequate protection payment for release of warehouseman's lien on inventory. Court directed debtor to explore whether WB would accept payment up front for post-petition purchases and whether there is an advertising contract with Facebook/Meta that can be assumed.

What, if anything, new has the debtor learned since the May 26 hearing?

Final Ruling for June 2, 2026:

Debtor has withdrawn request for authority to pay the prepetition claim of Meta (Facebook/Instagram) and will explore other options for marketing its

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Chapter 11

products. Debtor reported that supplier will not accept cash up front or COD to continue shipping and continues to insist on payment of its prepetition claim as a condition to continuing to do business with the debtor.

Debtor reports further that it has no other viable options for obtaining inventory. Only other supplier only provided 5 of its 20 or 25 most popular products and that it would take a period of months for it to obtain FDA approval/certification to be able to supply the remainder and that the debtor was having quality issues with products from this supplier.

Court continued hearing to June 9, 2026 at 11:00 a.m. (originally set for 10:00 a.m. in error) and directed debtor to file a supplemental declaration setting forth more clearly the payment schedule that it is proposing for the supplier's prepetition payments, what its assets would be worth or would generate for creditors if the court does not authorize the prepetition payments and what its assets will be worth/what creditors will receive if the court does authorize the payments so that the court can assess whether the proposed use of the estate property is in the best interests of creditors.

Tentative Ruling for June 9, 2026:

Debtor filed a supplement to its motion outlining in detail out the inability to pay WB's prepetition claim will adversely impact the debtor and the recoveries that creditors could otherwise expect to receive in this case. In that supplement, the debtor has revised downward the size of the prepetition claim that it seeks authority to pay.

According to the supplement, the correct figure is now approximately \$293,554.33; however, the debtor discloses in that supplement that it "has paid WB Blends a total of \$151,618.16 for invoices received prepetition but due/payable postpetition." The fact that the invoices carried post-petition due dates does not transform them into post-petition debts. The debtor has paid in excess of \$150,000 in prepetition debts to WB without authority to do so; however, the debtor might have been able to obtain authority to pay these amounts if they qualify as expenses of administration under Bankruptcy Code section 503(b)(9) (were the goods received within 20 days before the commencement of the case).

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With regard to the balance of the amounts that the debtor seeks to pay, although the Ninth Circuit in *B&W Enterprises, Inc.*, 713 F.2d 534 (9th Cir. 1983) held that the "Necessity of Payment Rule" and the "Six Months Rule" only applied in railroad cases, in so doing, the Court noted that, "Absent compelling reasons, we deem it unwise to tamper with the statutory priority scheme devised by Congress in the 1978 Act." And the record that had been presented in that case did not include sufficient justification for extending the Necessity of Payment Rule to the debtor's (non-railroad) operation. This analysis at least leaves open the possibility that, had the facts of that case been more compelling, the result might have turned out differently.

In *In re Adams Apple*, 829 F.2d 1484 (9th Cir. 1987), on facts that were admittedly very different (the Court was being asked to overturn a bankruptcy court finding that a lender who had insisted on cross-collateralization of its prepetition debt as a condition to extending post-petition credit was entitled to the benefit of a good faith finding under section 364(e)), in discussing the policy of equal treatment of creditors generally, the Circuit cited with approval an article published in the *American Bankruptcy Law Journal* for the proposition that "Cases have permitted unequal treatment of pre-petition debts when necessary for rehabilitation, in such contexts as (i) pre-petition wages to key employees; (ii) hospital malpractice premiums incurred prior to filing; (iii) debts to providers of unique and irreplaceable supplies; and (iv) peripheral benefits under labor contracts.

The record presented to the Court in this case amply sets forth the parade of horrors that will transpire for all creditors in the event that the Court denies the debtor authority to pay WB's prepetition claim. The following passages appear in the debtor's supplemental filing:

The Debtor's 12-month revenue trajectory under each scenario is not a close call:

- WB Blends not paid: Projected 12-month revenue of \$3M–\$4.5M, reflecting permanent product loss, channel degradation, and subscriber attrition.
- WB Blends paid: Projected 12-month revenue of \$12M–\$14.4M, reflecting

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operational continuity and a stable subscription base.

As a side-to-side comparison:

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Metric	WB Blends NOT Paid	WB Blends P
WB Blends manufacturing status	Complete halt — no orders processed under any terms	Resumes immediate payment
Products at immediate risk	4 products out of stock on Amazon within 7 days	Replenishment order placed; out of stock addressed
30-day revenue impact	Up to \$615,173/mo lost as 4+ products stock out	~\$1,203,288/mo mo across product line
Amazon channel health	Rankings suppressed — documented 38% decline precedent	Rankings and visibility preserved
Subscriber revenue (40,000+)	Fulfillment failures trigger cancellations	Recurring orders fulfilled; base preserved
WB Blends products (Testro-X, Redwood Max, Tri-Biome, others)	Products cease to exist commercially within 90 days	Full product line continues
Replacement manufacturer option	1+ year onboarding; proprietary formulas non-transferable	N/A — relationship preserved
12-month revenue projection	~\$3M–\$4.5M (severely distressed)	~\$12M–\$14.4M (operational)
Reorganization viability	Impossible	Achievable
Creditor recovery	Liquidation-level; severely diminished	Going concern; substantially higher

The revenue delta between the two scenarios, measured over 12-months, ranges from approximately \$7.5 million to \$11.4 million. The prepetition claim at issue is

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\$293,554.33. Paying that claim generates an estimated \$7.5M–\$11.4M in additional estate value. This is a return of more than 25:1 on that expenditure. No creditor is made whole by not allowing the payment to WB Blends.

The analysis above demonstrates that the harm from non-payment is, by conservative estimate, more than twenty-five times the value of the claim. No reasonable creditor recovers more in a liquidation sale as compared to a going

Party Information

Debtor(s):

UMZU LLC

Represented By
Matthew D. Resnik
Roksana D. Moradi-Brovia

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2:00 PM

2:23-16396 Che Alejandro Rodriguez

Chapter 7

Adv#: 2:23-01509 Carmona et al v. Rodriguez

#200.00 Status Conference re: 62 (Dischargeability - 523(a)(2), false pretenses, false representation, actual fraud) Complaint by Armando Oscar Carmona, Elise Huerta against Che Alejandro Rodriguez.

fr: 3-5-24; 4-30-24; 9-10-24; 12-3-24; 4-29-25; 10-28-25; 2-10-26

Docket 1

***** VACATED *** REASON: CONTINUED TO 10-13-26 AT 2PM.
APPEARANCES WAIVED.**

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Lazaro Fernandez

Tentative Ruling:

Final Ruling from April 29, 2025:

Court denied motion for default judgment without prejudice (and entered written order to that effect on April 30, 2025).

Continue status conference to October 28, 2025 at 2:00 p.m. Status report should be filed by October 14, 2025, unless a motion for default judgment is on calendar by then.

Tentative Ruling for October 28, 2025:

No status report has been filed. No new motion for default judgment was filed. (Last motion was denied because plaintiff never filed supplemental declaration requested by court.) Issue order to show cause why matter should not be dismissed for failure to prosecute and continue status conference to same date and time as hearing on order to show cause.

Final Ruling for October 28, 2025:

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CONT... Che Alejandro Rodriguez

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Plaintiff plans to liquidate its damages in state court. Once the damages have been liquidated, it will return to this court for a determination as to whether the resulting claim is dischargeable. Continue status conference to February 10, 2026 at 2:00 p.m. Plaintiff should file an updated status report not later than January 27, 2026.

Tentative Ruling for February 10, 2026:

Impose sanctions on plaintiff's counsel of \$250 for failing to file the required status report by January 27, 2026. What is the status of this matter?

Final Ruling for February 10, 2026:

Continue hearing to June 9, 2026 at 2:00 p.m. Plaintiff should serve and file notice of continuance. Status report due May 26, 2026, but plaintiff may file unilateral report.

Tentative Ruling for June 9, 2026:

Court has reviewed plaintiff's unilateral status report. Continue status conference to October 13, 2026 at 2:00 p.m. Plaintiff should file updated status report not later than September 29, 2026. APPEARANCES WAIVED ON JUNE 9, 2026.

Party Information

Debtor(s):

Che Alejandro Rodriguez

Represented By
Aldo A Flores

Defendant(s):

Che Alejandro Rodriguez

Pro Se

Plaintiff(s):

Armando Oscar Carmona

Represented By
Lazaro E Fernandez

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CONT... **Che Alejandro Rodriguez**
Elise Huerta

Represented By
Lazaro E Fernandez

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Trustee(s):

Rosendo Gonzalez (TR)

Pro Se

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2:24-16517 Moto Holding, LLC

Chapter 7

Adv#: 2:25-01207 MBL Administrative Agent II LLC et al v. Salter et al

#201.00 Chapter 7 Trustee's Motion for Preliminary Injunction

fr: 2-24-26; 3-10-26; 5-5-26

Docket 34

Courtroom Deputy:

- NONE LISTED -

Tentative Ruling:

2/17/2026 -- Court approved stipulation continuing hearing to March 10, 2026 at 10:00 a.m. OFF CALENDAR FOR FEBRUARY 24, 2026.

3/5/2026 -- Court approved stipulation between the parties continuing hearing to May 5, 2026 at 2:00 p.m. (See order and stipulation for additional details and dates.) OFF CALENDAR FOR MARCH 10, 2026.

4/26/2026 -- Court approved stipulation between the parties continuing hearing to June 9, 2026 at 2:00 p.m. (See order and stipulation for additional details and dates.) OFF CALENDAR FOR MAY 5, 2026.

Tentative Ruling for June 9, 2026:

Court agrees that plaintiff has made the showing necessary for the court to maintain the effectiveness of the preliminary injunction in order to preserve the status quo pending the outcome of this adversary proceeding.

Party Information

Debtor(s):

Moto Holding, LLC

Represented By
Marc Weitz

Defendant(s):

Maurice Salter

Pro Se

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Emre Ucer

Represented By
Dylan J Yamamoto

Ucer LLC

Pro Se

ALADDIN TWO, LLC

Pro Se

FOCUS BUILDERS, INC.

Represented By
Lisa Patel
Matthew A Lesnick

John Does 1-100

Pro Se

Maurice Salter, individually and as

Pro Se

Movant(s):

Peter J Mastan (TR)

Represented By
Hugh M Ray

Plaintiff(s):

MBL Administrative Agent II LLC

Represented By
Robert J Labate
Andrew Michael Cummings
Olivia J. Scott
Andrew M. Cummings

Peter J Mastan

Represented By
Hugh M Ray

Trustee(s):

Peter J Mastan (TR)

Represented By
Ronald Cheng
Hugh M Ray

**United States Bankruptcy Court
Central District of California
Los Angeles
Sheri Bluebond, Presiding
Courtroom 1539 Calendar**

Tuesday, June 9, 2026

Hearing Room 1539

2:00 PM

2:24-16517 Moto Holding, LLC

Chapter 7

Adv#: 2:25-01207 MBL Administrative Agent II LLC v. Salter et al

#202.00 Status Conference re: 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy) Complaint by MBL Administrative Agent II LLC against Maurice Salter, Emre Ucer.

fr: 8-26-25, 9-30-25; 12-2-25; 2-10-26; 2-24-26; 3-10-26; 5-5-26

Docket 1

Courtroom Deputy:

Tentative Ruling:

Has the summons been served? Responses were due July 28, 2025, and no answer was filed. Hearing required.

8/27/25 -- Court issued order to show cause why action should not be dismissed based on plaintiff's failure to file return of summons (which is now stale) and failure to attend status conference. Hearing on OSC set for September 30, 2025 at 2:00 p.m.

Tentative Ruling for September 30, 2025:

Amended complaint has now been filed and summons has been issued and served, but response to complaint is not due until October 17, 2025. Continue case status conference to December 2, 2025 at 2:00 p.m. Parties should file a joint status report not later than November 18, 2025. Plaintiff should serve a notice of continuance of the status conference that sets forth these dates. APPEARANCES WAIVED ON SEPTEMBER 30, 2025.

Tentative Ruling for December 2, 2025:

Revisit status of action after conclusion of hearings on motions to dismiss. Set deadline for parties to complete a day of mediation and date for continued status conference.

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Chapter 7

12/15/2025 -- Court approved order on defendants' motions to dismiss and scheduled following dates:

Parties are to complete a day of mediation by February 13, 2026;
Status conference continued to February 10, 2026 at 2:00 p.m.;
Parties are to file joint status report not later than January 27, 2026;
Plaintiffs shall file second amended complaint by March 2, 2026; and
Defendants shall file and serve a response to the second amended complaint by March 30, 2026.

2/5/2026 -- Court approved stipulation continuing deadline to complete mediation to March 2 and extending deadline to file second amended complaint to March 16. Response will be due 30 days from service of amended complaint.

Tentative Ruling for February 10, 2026:

The second amended complaint is not due until March 2, 2026 (and the parties have filed a stipulation to continue this deadline to March 16, 2026). Continue status conference (as a holding date) to date of hearing on preliminary injunction -- February 24, 2026 at 2:00 p.m. APPEARANCES WAIVED ON FEBRUARY 10, 2026.

Tentative Ruling for February 24, 2026:

Court continued status conference to date of hearing on preliminary injunction as a holding date, but hearing on preliminary injunction has now been continued to March 10, 2026 at 10:00 a.m. Continue status conference to March 10, 2026 at 10:00 a.m. to be heard concurrently with motion for preliminary injunction. APPEARANCES WAIVED ON FEBRUARY 24, 2026.

3/5/2026 -- Court approved stipulation between the parties continuing hearing to May 5, 2026 at 2:00 p.m. (See order and stipulation for additional details and dates.) OFF CALENDAR FOR MARCH 10, 2026.

Tentative Ruling for May 5, 2026:

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CONT... Moto Holding, LLC

Chapter 7

Revisit status of action after conclusion of hearing on motion for preliminary injunction.

4/26/2026 -- Court approved stipulation between the parties continuing hearing to June 9, 2026 at 2:00 p.m. (See order and stipulation for additional details and dates.) OFF CALENDAR FOR MAY 5, 2026.

Tentative Ruling for June 9, 2026:

What is the status of the parties' settlement negotiations? Should this action move forward at this point or are the parties still closing to reaching a settlement? Hearing required.

Party Information

Debtor(s):

Moto Holding, LLC

Represented By
Marc Weitz

Defendant(s):

Maurice Salter

Pro Se

Emre Ucer

Pro Se

Plaintiff(s):

MBL Administrative Agent II LLC

Represented By
Robert J Labate
Andrew Michael Cummings
Olivia J. Scott
Andrew M. Cummings

Trustee(s):

Peter J Mastan (TR)

Represented By
Ronald Cheng
Hugh M Ray

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2:24-18523 Li Wan

Chapter 7

Adv#: 2:25-01009 Stubbs Alderton & Markiles, LLP v. Xu et al

#203.00 Motion To Dismiss First-Amended Complaint To Determine Amount Of Debt And To Determine The Debt To Be Non-Dischargeable/Deny Discharge 11 U.S.C. Sections 523(a)(2) and (a)(4)

fr: 5-26-26

Docket 34

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Marta Roza

Tentative Ruling:

Grant motion to dismiss without leave to amend. The first amended complaint is not an improvement over the last version. The complaint states in paragraph 3 that "This is an action under 11 USC S 523(a)(2) and/or (a)(4)" yet there are absolutely no allegations that bear any resemblance to a claim under section 523(a)(4) and no description whatsoever of any false representations or facts sufficient to state a claim for fraud.

Paragraph 4 of the complaint says that defendants and their business "procured services from Plaintiff without any real intent to pay for all of the same, but instead intended to pretend that the business would fail, while in fact shifting assets to themselves and/or other businesses run by the Debtor(s) individual and/or with others."

In paragraph 5 of the complaint, plaintiff alleges that, in their petition, "Defendants represented that, 'Debtors are in the process of shutting down [their busines] and have accordingly budgeted no revenue, profit, or compensation from the limited liability company.'"

Paragraph 6 says, "Defendants knew at the time of making the above-

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referenced representations that they had no intention of paying Plaintiff for all of the services and falsely and fraudulently, for the purpose of deceiving Plaintiff, promised to do so."

What the complaint does NOT say -- anywhere -- are what are these "above-referenced representations?" Any representations made in the debtors' petition cannot be representations on which the plaintiff relied in extending credit. There are no representations identified in the complaint, that were false, upon which the plaintiff justifiably relied in deciding to loan money or advance credit to the defendants." And plaintiff cannot sustain a complaint under section 523(a)(4) based solely on the claim that the representation of defendants that they would repay amounts due was false -- unless plaintiff can plead and prove that, at the time defendants obtained credit from plaintiff, they did not intend to repay the obligation. But where are the **facts** to support that contention?

At the prior status conference, the Court specifically instructed the plaintiff to amend its complaint to plead fraud with particularity. A complaint based on a fraudulent representation needs to plead facts -- who said what to whom, when, that the statement was false, that the defendant knew the statement was false, that the plaintiff justifiably relied on this representation in deciding to advance credit. None of that is present in the first amended complaint, notwithstanding the court's instruction that such facts need to be alleged with particularity.

Then the complaint launches into a series of allegations based entirely **on information and belief** with **no detail whatsoever** to the effect that the defendants have failed to explain, satisfactorily, any losses of assets or deficiency of assets to meet their liabilities, have sold or conveyed unidentified assets to one or more unidentified parties for less than reasonably equivalent value or have transferred, removed or concealed assets with the intent to hinder, delay or defraud creditors. No assets are identified. No transfers are described. No transferees are referenced. These allegations contain no substance whatsoever and do not amount to pleading fraud with particularity.

Although it is difficult to parse exactly what plaintiff is trying to say in

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paragraphs 11 through 13 (the first paragraph 13 on page 4 -- there is another paragraph 13 on page 5), it appears that this section of the complaint and the preceding allegations about asset transfers and dissipation are more in the nature of an objection to discharge under sections 727(a)(2), (a)(4) and (a)(5). They have nothing to do with fraud in the inducement under either subpart of section 523(a)(2).

In the second paragraph 13, on page 5, plaintiff alleges that the defendants have not been truthful with the Court and refers to alleged inaccuracies on the defendants' petition. Again, conduct of this sort would be relevant to an objection to discharge under section 727(a)(4) but has nothing to do with an effort to except plaintiff's debt from discharge under section 523(a)(2).

Paragraph 14 is a request by the plaintiff to permit the plaintiff to accept the vague and confused assertions contained in the complaint as sufficient to permit the plaintiff to conduct discovery and figure out later what claims may exist based on what they learn through discovery:

14. Respectfully, and essentially, the Court has *sua sponte* raised concerns about the initial pleading and asked that it be shored up. In that regard, "[U]ncertain allegations should be liberally construed in the testing of a complaint for adequacy ... , particularly where the facts as to which the complaint is uncertain are presumptively within the knowledge of the defendant." *Childs v. State of California* (1983) 144 CA3d 155, 160. Here, that knowledge of the Debtors/Defendants is (but not limited to) what their intentions were, the entities and actions utilized to facilitate said intent, etc.. Discovery can be used for clarification, and will only be sustained where defendants cannot reasonably determine what issues or claims are stated. *Khowy v. Maly's of Calif. Inc.* (1993) 14 CA4th 612,616; Weil & Brown, Cal. Prac. Guide: Civ. Proc. Before Trial (The Rutter Group, 2014) par. 7:85 The ambiguous facts presumptively are within the knowledge of the demurring party," *Bacon v. Wahrhaftig* (1950) 97 CA2d 599, 605.

There is a procedure for this in the context of nondischargeability proceedings, and pleading that there must be some fraud here, please let us try to find it, is not it. It cannot be the case that any false representations **upon which plaintiff relied in extending credit** are facts solely within the knowledge of the defendants here. If plaintiff relied on any false representations, plaintiff would necessarily know what those representations were -- and you certainly cannot figure out what those

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representations are supposed to be from reading this complaint.

If Plaintiff wanted to do discovery, it could have conducted one or more examinations under FRBP 2004 prior to the expiration of the time period for bringing 523 and 727 actions and, if necessary, sought an extension of the deadline for the filing of such actions if it wanted to conduct discovery before having to spell out its claims with particularity. It cannot merely lob in a "placeholder" complaint that says absolutely nothing and then conduct discovery later.

The final paragraph of the complaint reads, "As a direct and foreseeable result of false and fraudulent statements of and/or intentional actions and failures to act of the Defendants, and by reason of Plaintiff's relying on the truthfulness of the same Plaintiff has been damaged in the sum of \$215,239.32, plus interest thereon at the maximum legal rate from September 30, 2022." What false and fraudulent statements? The complaint doesn't mention a single false or fraudulent statement. Which intentional acts or failures to act? The complaint doesn't specify any act or failure to act. At best, the complaint identifies one or two allegedly false statements contained in the debtor's schedules (see both paragraphs 13) that were made well after the plaintiff extended credit that cannot therefore form the basis of a complaint under section 523(a)(2).

The prayer of the complaint does not request that defendants' discharge be barred generally, and the complaint does not make reference to any subpart of section 727. Neither did the prior version of the complaint. (The title of both versions of the complaint did, however, identify the document as a complaint "to determine amount of debt and to determine the debt to be non-dischargeable/deny discharge.") And, in any event, the complete absence of any actual facts in the portions of the complaint that allege fraudulent transfers would be insufficient to state a claim under either any subpart of section 727 or under a Husky theory of actual fraud.

The fact that the plaintiff failed to include any specificity whatsoever in the second version of its complaint and the admission in paragraph 14 of the complaint that it needs to conduct discovery in order to have any prospect of coming up with any facts to support a complaint demonstrates

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unequivocally that it would be futile to give this plaintiff yet another opportunity to repair the defects in its complaint. Hence, the motion should be granted without leave to amend.

(Note: To the extent that the plaintiff would like at this juncture to change direction and replead its complaint under section 727, that request should be denied. The underlying bankruptcy case was filed on October 18, 2024. The date first set for the 341(a) meeting was November 12, 2024. The deadline for filing objections to discharge has long since passed. The first version of the complaint did not contain any reference to any subpart of section 727 or a request that defendants' discharge be barred (and did not allege any specific facts upon which such a claim could be based). It would be too late to assert such a claim now.)

Party Information

Debtor(s):

Li Wan

Represented By
Jeffrey J Hagen
Raymond H. Aver

Defendant(s):

Zanpei Xu

Pro Se

Li Wan

Represented By
Raymond H. Aver

DOES 1 through 10, inclusive

Pro Se

Joint Debtor(s):

Zanpei Xu

Represented By
Jeffrey J Hagen
Raymond H. Aver

Movant(s):

Li Wan

Represented By
Raymond H. Aver

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Raymond H. Aver

Plaintiff(s):

Stubbs Alderton & Markiles, LLP

Represented By
Allan Herzlich
Marta Roza

Trustee(s):

Wesley H Avery (TR)

Represented By
Christopher J. Langley

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2:24-18523 Li Wan

Chapter 7

Adv#: 2:25-01009 Stubbs Alderton & Markiles v. Xu et al

#204.00 Status Conference re: 67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny) Complaint by Marta Stubbs Alderton & Markiles against Zankei Xu, Li Wan

fr: 3-25-25; 7-15-25; 11-4-25; 1-27-26; 3-31-26; 5-26-26

Docket 1

Courtroom Deputy:

ZoomGov Appearance by:

6/8/26 - Marta Roza

Tentative Ruling:

Tentative Ruling for March 25, 2025:

The docket does not reflect service of the summons. Were the summons and complaint ever served? Moreover, there are numerous problems with the form of the complaint that will be discussed on the record at the time of the status conference. (If plaintiff's counsel is not a bankruptcy lawyer, plaintiff would be well-advised to retain counsel that has experience in this area.)

3/25/25 -- Court approved scheduling order setting following dates:

Plaintiff to file amended complaint and request replacement summons not later than May 23, 2025. Court will conduct a continued status conference on July 15, 2025 at 2:00 p.m. Parties shall file an updated status report not later than July 1, 2025.

Tentative Ruling for July 15, 2025:

Amended complaint has been filed (late), but replacement summons has not been issued as plaintiff needs to refile request for issuance of replacement

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summons without blank pages. Hearing required.

Final Ruling for July 15, 2025:

Plaintiff reports that an amended complaint has been filed but that she cannot get a replacement summons. Plaintiff will email a copy of the amended complaint to Mr. Aver at the email address provided on the record. Chambers will attempt to assist plaintiff's counsel in solving her technological problems.

Continue status conference to November 4, 2025 at 2:00 p.m. Parties should file joint status report not later than October 21, 2025.

Tentative Ruling for November 4, 2025:

Docket reflects that another summons was issued on July 23, 2025 and that an response to the amended complaint was due on August 22, 2025. Was the amended complaint and new summons ever served? There is no proof of service on the docket and no response to the complaint, and no joint status report has been filed. (The replacement summons is the most recent entry on the docket.)

This hearing has been continued to January 27, 2026 in accordance with the *Shutdown Plan*, which was adopted by the Court pursuant to Volume 13, Chapter 2, Section 230.50 of the *Guide to Judiciary Policy* and the Office of General Counsel's memorandum dated October 13, 2023, to address a lapse in appropriations for the Judiciary. This hearing may be continued further, from time to time, in accordance with the *Shutdown Plan*. Pursuant to the Anti-Deficiency Act, certain work may continue during a lapse of appropriations if it involves an "emergenc[y] involving the safety of human life or the protection of property." If you believe that this matter constitutes such an emergency, you may file a written application to be heard by the Court sooner than the specified continuation date. Parties should file joint status report not later than January 13, 2026.

OFF CALENDAR FOR NOVEMBER 4, 2025.

Tentative Ruling for January 27, 2026:

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Pursuant to a stipulation between the parties, defendant has accepted service of the summons and second amended complaint; the deadline for defendant to file and serve a response to the complaint will be set for March 6, 2026 and the status conference will be continued to March 31, 2026 at 2:00 p.m. IF THEY HAVE NOT DONE SO ALREADY, PARTIES SHOULD LODGE AN ORDER APPROVING THE STIPULATION.

Continue status conference to March 31, 2026 at 2:00 p.m. APPEARANCES WAIVED ON JANUARY 27, 2026.

Tentative Ruling for March 31, 2026:

The order approving the parties' stipulation to continue the prior status conference gave defendants to and including March 6, 2026 to file and serve a response to the amended complaint. The docket does not reflect the filing of any such response. Set deadline for plaintiff to file request for entry of default and motion for entry of default judgment. Continue status conference to coincide with hearing on default judgment motion.

3/27/2026 -- Court approved stipulation continuing status conference to **May 26, 2026 at 2:00 p.m.** and extending deadline for defendants to respond to the complaint to April 20, 2026. Parties should file joint status report not later than May 12, 2026. NO APPEARANCE REQUIRED ON MARCH 31, 2026.

Party Information

Debtor(s):

Li Wan

Represented By
Jeffrey J Hagen
Raymond H. Aver

Defendant(s):

Zanpei Xu

Pro Se

Li Wan

Pro Se

DOES 1 through 10, inclusive

Pro Se

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Chapter 7

Joint Debtor(s):

Zanpei Xu

Represented By
Jeffrey J Hagen
Raymond H. Aver

Plaintiff(s):

Marta Stubbs Alderton & Markiles

Represented By
Allan Herzlich

Trustee(s):

Wesley H Avery (TR)

Represented By
Christopher J Langley

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2:25-20770 Sleiman Amine Timani

Chapter 7

Adv#: 2:26-01045 Westwood Catering Company et al v. Timani

#205.00 Status Conference re: 67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny)),(68 (Dischargeability - 523(a)(6), willful and malicious injury)),(41 (Objection / revocation of discharge - 727(c),(d),(e)) Complaint by Westwood Catering Company, Cruzar Pizza, Power Grove Investment Inc. against Sleiman Amine Timani.

fr: 5-12-26; 5-26-26

Docket 1

Courtroom Deputy:

4/13/26 - Answer to complaint filed by Defendant

ZoomGov Appearance by:

6/8/26 - Sevan Gorginian

Tentative Ruling:

4/21/2026 -- Court approved stipulation continuing status conference to May 26, 2026 at 2:00 p.m. OFF CALENDAR FOR MAY 12, 2026.

Tentative Ruling for May 26, 2026:

Set discovery cutoff for late August, 2026 and final status conference for approximately the same time frame. Both parties have asked to be sent to mediation. Should mediation take place before or after parties conduct discovery? Hearing required.

5/21/2026 -- Court approved stipulation continuing hearing to June 9, 2026 at 2:00 p.m. APPEARANCES WAIVED ON MAY 26, 2026.

Tentative Ruling for June 9, 2026:

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CONT... Sleiman Amine Timani

Chapter 7

Set discovery cutoff for late August or September, 2026 and final status conference for approximately the same time frame. Both parties have asked to be sent to mediation. Should mediation take place before or after parties conduct discovery? Hearing required.

Party Information

Debtor(s):

Sleiman Amine Timani

Represented By
Sevan Gorginian

Defendant(s):

Sleiman Amine Timani

Pro Se

Plaintiff(s):

Westwood Catering Company

Represented By
Moses S Bardavid

Cruzer Pizza

Represented By
Moses S Bardavid

Power Grove Investment Inc.

Represented By
Moses S Bardavid

Trustee(s):

Elissa Miller (TR)

Pro Se

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2:25-20770 Sleiman Amine Timani

Chapter 7

Adv#: 2:26-01060 Gold Coast Auto Group, LLC v. Timani

#206.00 Motion to Dismiss Adversary Proceeding

fr: 5-26-26

Docket 5

***** VACATED *** REASON: CONTINUED TO 7-14-26 AT 2PM**

Courtroom Deputy:

- NONE LISTED -

Tentative Ruling:

6/4/26 -- Court approved stipulation continuing hearing to July 14, 2026 at 2:00 p.m. OFF CALENDAR FOR JUNE 9, 2026.

Party Information

Debtor(s):

Sleiman Amine Timani

Represented By
Sevan Gorginian

Defendant(s):

Sleiman Amine Timani

Represented By
Sevan Gorginian
Andre Boniadi

Movant(s):

Sleiman Amine Timani

Represented By
Sevan Gorginian
Andre Boniadi

Plaintiff(s):

Gold Coast Auto Group, LLC

Represented By
Jenos Firouznam-Heidari

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CONT... Sleiman Amine Timani

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Trustee(s):

Elissa Miller (TR)

Pro Se

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2:25-20770 Sleiman Amine Timani

Chapter 7

Adv#: 2:26-01060 Gold Coast Auto Group, LLC v. Timani

#207.00 Status Conference: re: 67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny)), (68 (Dischargeability - 523(a)(6), willful and malicious injury) Complaint by Gold Coast Auto Group, LLC against Sleiman Amine Timani

fr: 5-26-26

Docket 1

***** VACATED *** REASON: CONTINUED TO 7-14-26 AT 2PM**

Courtroom Deputy:

- NONE LISTED -

Tentative Ruling:

6/4/26 -- Court approved stipulation continuing hearing to July 14, 2026 at 2:00 p.m. OFF CALENDAR FOR JUNE 9, 2026.

Party Information

Debtor(s):

Sleiman Amine Timani

Represented By
Sevan Gorginian

Defendant(s):

Sleiman Amine Timani

Pro Se

Plaintiff(s):

Gold Coast Auto Group, LLC

Represented By
Jenos Firouznam-Heidari

Trustee(s):

Elissa Miller (TR)

Pro Se

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2:18-20151 Verity Health System of California, Inc.

Chapter 11

Adv#: 2:26-01044 Oden v. Chadwick et al

#208.00 Motion to Dismiss Adversary Proceeding in Accordance with FRCP 12(b)(6)

fr: 5-26-26

Docket 5

Courtroom Deputy:

- NONE LISTED -

Tentative Ruling:

Tentative Ruling for June 9, 2026:

Overrule objections to request for judicial notice. The documents of which movant has asked court to take judicial notice are documents that have been filed in these chapter 11 cases and in related proceedings. Courts can take judicial notice of their records and files, including matters that appear on their dockets. In light of the voluminous nature of the docket in these cases, the Court appreciates having the relevant documents provided for ease of reference. This is not an instance in which the Court is being asked to take judicial notice of facts alleged in the documents. The Court is being asked to take judicial notice of court orders that have been issued, of the proceedings in which these orders were issued and of the findings that the Court made in those proceedings.

Court rejects the argument that the motion seeks to raise issues that go beyond the pleadings or are otherwise inappropriate for resolution in the context of a 12(b)(6) motion. Issues such as the extent to which the claims in question are barred by applicable principles of law or prior orders of the Court are appropriately raised by way of a motion to dismiss.

The confirmed plan and confirmation order are binding in accordance with their terms, even if the plan contains terms that should not have been approved, so long as the proposed plan was served on the appropriate parties. United Student Aid Funds, Inc. v. Espinosa, 559 U.S. 260 (2010).

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CONT... Verity Health System of California, Inc.

Chapter 11

Therefore, if the plan purports to release the claims that plaintiff seeks to assert against the debtors' former officers and directors, those provisions would nevertheless be binding notwithstanding any prohibitions on the inclusion in a plan of non-consensual third-party releases.

However, the Court agrees with plaintiff that the exculpation provisions of the plan do not cover this fact pattern. Those exculpations were limited to claims arising out of acts or omissions related to the filing of the cases, the marketing of the debtors' assets, the negotiation of the plan, etc. They do not relate to the conduct that is the subject of the complaint. (And the plan does not contain a discharge.)

Nevertheless, the motion should be granted without leave to amend. The plaintiff lacks standing to bring claims of this type. And the carveout contained in the PBGC Settlement does not change this result: only claims held by the **PBGC** are preserved.

Under the Plan, the PBGC Settlement Approval Order, and this Court's prior Morris opinion, only PBGC may assert fiduciary duty claims after a distress termination. See Paulsen v. CNF Inc., 559 F.3d 1061, 1073 (9th Cir. 2009). As the Court found in its May 28, 2019 Memorandum denying a request by plan participants to file a class proof of claim, "The Ninth Circuit has held that where a plan is subject to a distress termination, plan participants lack standing to assert claims against the plan sponsor for breach of fiduciary duties." This is because a recovery for breach of fiduciary duties inures to the benefit of the plan as a whole and not to any individual beneficiary.

Further, Plaintiff's requested remedy—surcharge—is not "appropriate equitable relief" under ERISA § 502(a)(3), and the Verity Pension Plans themselves bar suit because §§ 13.2 and 5.2 limit participants' recourse to plan assets or PBGC and disclaim liability for employers, fiduciaries, and committee members.

Individualized relief under ERISA § 502(a)(3) is available only where a participant alleges a participant specific miscalculation, misrepresentation, or other individualized fiduciary breach, as opposed to a plan wide structural violation. The Supreme Court in Varity Corp. v. Howe, 516 U.S. 489, 515

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CONT... Verity Health System of California, Inc.

Chapter 11

(1996), held that § 502(a)(3) authorizes individualized equitable remedies when a plaintiff suffers a personal harm distinct from injuries to the plan. Likewise, LaRue v. DeWolff, Boberg & Assocs., 552 U.S. 248, 256 (2008), distinguished between individualized account level losses—which are cognizable—and plan wide underfunding or structural ERISA violations, which are not. The Ninth Circuit reaffirmed this distinction in Gabriel v. Alaska Elec. Pension Fund, 773 F.3d 945, 955–57 (9th Cir. 2014), explaining that equitable remedies such as surcharge require a showing of individualized harm, not a uniform reduction affecting all participants.

Here, Plaintiff does not allege any individualized miscalculation, misrepresentation, or participant specific fiduciary breach. Instead, the Complaint challenges alleged failures to properly fund the plan, pay PBGC premiums, classify the plan, and comply with ERISA's structural requirements. Courts uniformly treat such allegations as plan level fiduciary breaches because they affect the plan as a whole and all participants uniformly. See Paulsen v. CNF Inc., 559 F.3d 1061, 1073–74 (9th Cir. 2009) (holding that after a distress termination, PBGC becomes the statutory trustee and succeeds to all plan level fiduciary duty claims, and participants lack Article III standing because any recovery would flow to PBGC, not to them).

Plaintiff's alleged 35% benefit reduction is the statutory consequence of PBGC's trusteeship, not an individualized miscalculation or participant specific error. Courts distinguish such uniform PBGC reductions from individualized harms. See Vaughn v. Bay Envtl. Mgmt., Inc., 567 F.3d 1021, 1025–26 (9th Cir. 2009) (standing exists only for individualized miscalculation claims, not for uniform plan wide reductions). Because Plaintiff alleges only plan wide structural breaches and seeks to remedy a uniform statutory reduction, her claims fall squarely within the category of fiduciary duty claims that belong exclusively to PBGC following distress termination. Paulsen, 559 F.3d at 1073–74.

Accordingly, Plaintiff lacks both Article III standing—because any recovery would inure to PBGC, not to her—and statutory standing, because § 502(a)(3) does not authorize participants to pursue plan level fiduciary breach claims after PBGC assumes trusteeship. And the motion to dismiss should therefore be granted.

**United States Bankruptcy Court
Central District of California
Los Angeles
Sheri Bluebond, Presiding
Courtroom 1539 Calendar**

Tuesday, June 9, 2026

Hearing Room 1539

2:00 PM

CONT... Verity Health System of California, Inc.

Chapter 11

Party Information

Debtor(s):

Verity Health System of California,

Represented By

Samuel R Maizel

John A Moe II

Tania M Moyron

Claude D Montgomery

Sam J Alberts

Shirley Cho

Patrick Maxcy

Steven J Kahn

Kerry L Duffy

Brigette G McGrath

Gary D Underdahl

Nicholas C Brown

Anna Kordas

Mary H Haas

Robert E Richards

Lawrence B Gill

Richard Reding

Stephen J O'brien

Roger Kent Heidenreich

Defendant(s):

Christobel E Selecky

Represented By

Tania M Moyron

John A Moe II

Andrew Pines

Represented By

Tania M Moyron

John A Moe II

James Pieri

Represented By

Tania M Moyron

Payam Khodadadi

John A Moe II

**United States Bankruptcy Court
Central District of California
Los Angeles
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CONT... Verity Health System of California, Inc.

Chapter 11

Charles Patton

Represented By
Tania M Moyron
John A Moe II

Jack Krouskup

Represented By
Tania M Moyron
John A Moe II

Mitchell Creem

Represented By
Tania M Moyron
John A Moe II

Terry Belmont

Represented By
Tania M Moyron
John A Moe II

James Barber

Represented By
Tania M Moyron
John A Moe II

Ernest H Agatstein

Represented By
Tania M Moyron
John A Moe II

Jeffrey Flocken

Represented By
Tania M Moyron
John A Moe II

Michael Katz

Represented By
Tania M Moyron
John A Moe II

David Sachs

Represented By
Tania M Moyron
John A Moe II

Steven C Sharrer

Represented By
Tania M Moyron
Samuel R Maizel
John A Moe II

**United States Bankruptcy Court
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CONT... Verity Health System of California, Inc.

Chapter 11

Richard G Adcock

Represented By
Tania M Moyron
John A Moe II

B Joseph Badalian

Represented By
Tania M Moyron
John A Moe II

Peter Chadwick

Represented By
Tania M Moyron
Samuel R Maizel
John A Moe II

Ty Conner

Represented By
Tania M Moyron
John A Moe II

Stephen Forney

Represented By
Tania M Moyron
John A Moe II

Anita Chou

Represented By
Tania M Moyron
John A Moe II

Movant(s):

Terry Belmont

Represented By
Tania M Moyron
John A Moe II

Christobel E Selecky

Represented By
Tania M Moyron
John A Moe II

Andrew Pines

Represented By
Tania M Moyron
John A Moe II

James Pieri

Represented By
Tania M Moyron

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CONT... Verity Health System of California, Inc.

Chapter 11

Payam Khodadadi
John A Moe II

Charles Patton

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John A Moe II

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Represented By
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John A Moe II

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David Sachs

Represented By
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John A Moe II

Michael Katz

Represented By
Tania M Moyron
John A Moe II

Stephen Forney

Represented By
Tania M Moyron
John A Moe II

Ty Conner

Represented By

**United States Bankruptcy Court
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2:00 PM

CONT... Verity Health System of California, Inc.

Chapter 11

	Tania M Moyron John A Moe II
Anita Chou	Represented By Tania M Moyron John A Moe II
B Joseph Badalian	Represented By Tania M Moyron John A Moe II
Richard G Adcock	Represented By Tania M Moyron John A Moe II
Steven C Sharrer	Represented By Tania M Moyron Samuel R Maizel John A Moe II
Ernest H Agatstein	Represented By Tania M Moyron John A Moe II

Plaintiff(s):

Rachel Oden	Represented By Robert Joseph Barton
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Trustee(s):

Howard Grobstein Liquidating	Represented By James Cornell Behrens Tania M Moyron
Howard Grobstein	Represented By Gary D Underdahl Tania M Moyron

**United States Bankruptcy Court
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2:00 PM

2:18-20151 Verity Health System of California, Inc.

Chapter 11

Adv#: 2:26-01044 Oden v. Chadwick et al

#209.00 Status Conference re Amended Class Action Complaint by Rachel Oden, on behalf of herself and a class of all others similarly situated against Richard G. Adcock, B. Joseph Badalian, Anita Chou, Ty Conner, Stephen Forney, Michael Katz, David Sachs, Ernest H Agatstein, James Barber, Terry Belmont, Mitchell Creem, Jeffrey Flocken, Jack Krouskup, Charles Patton. James Pieri, Andrew Pines, Christobel E Slecky (Case transferred in from US District Court – Western Division – Los Angeles; Civil Docket for Case #: 2:24-cv-07430-CV-RAO, originally filed on August 30, 2024)

fr: 5-12-26; 5-26-26

Docket 1

Courtroom Deputy:

- NONE LISTED -

Tentative Ruling:

4/21/2026 -- Court granted plaintiff's unopposed motion to continue status conference to May 26, 2026 at 2:00 p.m. to be heard concurrently with motion to dismiss. OFF CALENDAR FOR MAY 12, 2026.

Tentative Ruling for June 9, 2026:

Revisit status of action after conclusion of hearing on motion to dismiss.

Party Information

Debtor(s):

Verity Health System of California,

Represented By
Samuel R Maizel
John A Moe II
Tania M Moyron

**United States Bankruptcy Court
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CONT... Verity Health System of California, Inc.

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Mary H Haas
Robert E Richards
Lawrence B Gill
Richard Reding
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Roger Kent Heidenreich

Defendant(s):

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John A Moe II

Andrew Pines

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Jeffrey Flocken

Represented By

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John A Moe II

Steven C Sharrer

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Plaintiff(s):

Rachel Oden

Represented By
Robert Joseph Barton

Trustee(s):

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Represented By
James Cornell Behrens
Tania M Moyron

Howard Grobstein

Represented By
Gary D Underdahl
Tania M Moyron