

**United States Bankruptcy Court
Central District of California
San Fernando Valley
Martin R. Barash, Presiding
Courtroom 303 Calendar**

Monday, June 8, 2026

Hearing Room 303

10:00 AM

1:23-11501 Hawkeye Entertainment, LLC

Chapter 11

#1.00 Smart Capital's Motion re: Objection
to Scheduled Claim of SEG

fr. 1/21/26; 3/4/26; 4/7/26; 5/22/26

Docket 416

Tentative Ruling:

Ruling on May 22, 2026

Continued to 6/8/26 at 10:00 a.m., at which Adi McAbian is ordered to appear for potential cross-examination, to preserve Smart Capital's constitutional right to cross-examine Mr. McAbian's declaration in response to the claims objection. Smart Capital, if represented at that time, may cross examine Mr. McAbian at that time. Debtor to lodge a proposed order setting a continued hearing.

Ruling on April 7, 2026

Continued to 5/22/26 at 10:00 a.m.

Party Information

Debtor(s):

Hawkeye Entertainment, LLC

Represented By
Sandford L. Frey
Robyn B Sokol

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#2.00 Debtor's Motion in Limine re: Smart Capital's Experts

Docket 553

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Hawkeye Entertainment, LLC

Represented By
Sandford L. Frey
Robyn B Sokol
Zachary Ludens

**United States Bankruptcy Court
Central District of California
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Monday, June 8, 2026

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1:23-11501 Hawkeye Entertainment, LLC

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Adv#: 1:24-01031 Hawkeye Entertainment, LLC v. Smart Capital Investments I,LLC, Smart

#3.00 TRIAL re:

1. Complaint for declaratory and injunctive relief regarding violations of the automatic stay of 11 U.S.C. section 362(a)(3)

2. Counterclaim by Smart Capital Investments I,LLC, Smart Capital Investments II, LLC, Smart Capital Investments III, LLC, Smart Capital Investments IV, LLC, and Smart Capital Investments V, LLC against Hawkeye Entertainment, LLC

re: 9/24/24 (vacated); 1/30/25 (vacated); 5/22/26 (pretrial conference)

Docket 1

Tentative Ruling:

Ruling on May 22, 2026

Pretrial conference held and concluded. Court approves the following briefing schedule:

- Deadline for pretrial motions: May 29, 2026
- Deadline for trial briefs: June 1, 2026
- Date for filing declarations with direct testimony: June 5, 2026
- Deadline for responses to pretrial motions: June 5, 2026
- Hearings on pretrial motions: before trial on June 8, 2026
- Either side may bring 5 sets of any tabbed trial exhibit binders to the trial. Debtor's exhibits shall be numbered; Smart Capital's shall be lettered. Exhibits shall be numbers, either continuously or internally.

Debtor to lodge a proposed order memorializing the Court's ruling.

Party Information

Debtor(s):

Hawkeye Entertainment, LLC

Represented By
Sandford L. Frey
Robyn B Sokol

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Defendant(s):

Smart Capital Investments I,LLC, Pro Se

Michael S. Chang Pro Se

Plaintiff(s):

Hawkeye Entertainment, LLC Represented By
Sandford L. Frey

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#4.00 TRIAL re:
Motion of Hawkeye Entertainment, LLC, Debtor and Debtor-In-Possession for an Order (1) Authorizing the Assumption of Non-Residential Real Property Lease and Sublease, and (2) Determining the Debtor and Sublessor Not to be in Breach or Default, Thereby Deeming them in Compliance with 11 U.S.C. section 365(B)(1)(A) and Excusing The Debtor From Any Additional Compliance With 11 U.S.C section 365(B)(1)(B) And (C); Or Alternatively, Extending the time Period within which the Debtor may Assume or Reject Unexpired Non-Residential Leases and Executory Contracts

fr. 1/9/24, 1/24/24 (per stip); 2/14/24; 2/21/24; 3/14/24;3/29/24; 4/12/24; 4/16/24; 7/10/24; 9/11/24; 1/30/25; 1/21/26; 4/28/26; 5/22/26

Docket 52

Tentative Ruling:

Ruling on May 22, 2026

Status conference held and concluded. Trial will begin on June 8, 2026 at 10:00 a.m.

Ruling on April 28, 2026

Continued to 5/22/26 @ 10:00 a.m.

Ruling on January 21, 2026

Tentative adopted as final ruling.

Tentative Ruling for January 21, 2026

Pursuant to parties' stipulation, this matter is continued for hearing on April 28, 2026 at 1:30 p.m., to be held concurrently with any forthcoming discovery disputes regarding this matter. See Dkt. 458 at 4.

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Ruling on July 10, 2024

Continued to September 11 at 1:30 p.m. as a status conference. Status report waived.

Ruling on April 16, 2024

Continued to July 10, 2024 at 1:30 p.m.

Ruling on March 29, 2024

Although not convinced that it is necessary, the balance of the 90-day extension is granted.

As to all other relief requested, the hearing is continued to April 12, 2024 at 10:00 a.m. Any papers are due by 5:00 p.m. on April 11, 2024.

Ruling on March 14, 2024

All matters continued to March 29, 2024 at 11:00 a.m.

Time to assume or reject extended through March 29, 2024.

Ruling on February 14, 2024

Time to assume or reject extended through February 21, 2024.

Ruling on January 9, 2024

Cont'd to January 24 at 10:00 a.m.

Party Information

Debtor(s):

Hawkeye Entertainment, LLC

Represented By
Sandford L. Frey
Robyn B Sokol

Movant(s):

Hawkeye Entertainment, LLC

Represented By
Sandford L. Frey
Robyn B Sokol

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Chapter 11

#5.00 Status Conference re: Confirmation of Chapter 11 Plan

fr. 5/29/26 (advanced); 5/22/26

Docket 470

Tentative Ruling:

Ruling on May 22, 2026

Continued as a status conference to 6/8/26 at 10:00 a.m. No new briefing or evidence is permitted. Debtor to file and serve written notice of the continued status conference.

Party Information

Debtor(s):

Hawkeye Entertainment, LLC

Represented By
Sandford L. Frey
Robyn B Sokol

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Chapter 11

#6.00 Chapter 11 Status Conference

fr. 11/28/23; 2/6/24; 2/14/24; 2/21/24; 3/14/24; 3/29/24;
4/12/24; 4/16/24; 7/10/24; 9/11/24; 1/30/25; 2/14/25; 3/5/25;
5/6/25; 6/12/25; 7/16/25; 8/8/25; 9/29/25; 11/4/25; 12/8/25;
12/16/25; 1/21/26; 5/29/26; 5/22/26

Docket 0

Tentative Ruling:

Ruling on May 22, 2026

Continued to 6/8/26 at 10:00 a.m., to be held concurrently with the trial. Requirement for updated status report is waived. Debtor to file and serve notice of the continued status conference.

Ruling on January 21, 2026

Continued to May 29, 2026 at 10:00 a.m., to be held concurrently with the initial hearing re plan confirmation. Requirement for updated status report is waived. Tentative adopted as final ruling. Debtor to lodge the scheduling order in both the bankruptcy case and in the adversary proceeding.

Tentative Ruling for January 21, 2026

The stay on discovery will expire by its terms on January 21, 2026. See Dkt. 380 at 2 (¶ 6).

Pursuant to the parties' stipulation [Dkt. 458 at 4], the Court will set the following schedule re discovery related to the Lease:

February 6, 2026 - deadline for Smart Capital to file notice of additional defaults under the Lease

March 25, 2026 - discovery cutoff date

March 25, 2026 - deadline for parties to provide supplemental responses to any outstanding discovery requests

April 3, 2026 - deadline to disclose expert witnesses

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April 3, 2026 - deadline to meet in person or by telephone in a good faith effort to resolve any discovery disputes. See LBR 7026-1(c)(2).

April 17, 2026 - deadline to file any stipulation and motion regarding discovery dispute

April 28, 2026 at 1:30 p.m. - hearing on any discovery disputes

May 1, 2026 - deadline for parties to exchange written reports of expert witnesses

May 1, 2026 - deadline for parties to meet and confer for the purpose of preparing the pretrial stipulation. See LBR 7016-1(b)(1)(C).

May 15, 2026 - deadline to file pretrial stipulation. See LBR 7016-1(b)(1)(B).

May 29, 2026 at 10:00 a.m. - pre-trial conference

Regarding trial, the Court preliminarily has available the following dates: June 8-11, June 29-July 1, and the afternoon of July 2, 2026. In order to set aside trial dates during the period that Smart Capital's counsel has indicated it is available, the Court will begin the trial on **June 8, 2026 at 10:00 a.m.** Doing so will require modification of the Court's typical pre-trial procedures. See *Trial Procedures Supplement to Local Bankruptcy Rules for the Hon. Martin R. Barash*, https://www.cacb.uscourts.gov/sites/cacb/files/documents/judges/instructions/MB_Trial%20Procedures.pdf. The Court will discuss this in greater detail at the status conference.

Debtor must lodge a scheduling order by January 28, 2026.

Ruling on December 16, 2025

Continued to 1/21/26 at 2:00 p.m.

Ruling on December 8, 2025

Continued to 12/16/25 at 2:30 p.m., to be held concurrently with the hearing on the debtor's disclosure statement. **Appearances on 12/8/25 are waived.**

Ruling on November 4, 2025

Continued to 12/8/25 at 1:30 p.m.

Ruling on March 5, 2025

Continued to May 6, 2025, 1:30 p.m.

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Ruling on July 10, 2024

Continued to September 11 at 1:30 p.m.

Ruling on April 16, 2024

Continued to July 10, 2024 at 1:30 p.m.

Ruling on March 29, 2024

Continued to April 12, 2024 at 10:00 a.m. Any papers are due by 5:00 p.m. on April 11, 2024.

Ruling on March 14, 2024

All matters continued to March 29, 2024 at 11:00 a.m.

Ruling on February 6, 2024

Continued to February 14, 2024. Updated status report waived.

Ruling on November 28, 2023

Cont'd to 2/6/24 @ 1:30 p.m.

Party Information

Debtor(s):

Hawkeye Entertainment, LLC

Represented By
Sandford L. Frey

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#7.00 Status Conference as to Claims 6 and 7 re:
Debtor's Omnibus Motion for Order Disallowing Proofs of Claim

fr. 12/16/25; 1/21/26; 3/4/26, 4/7/26; 5/22/26

Docket 354

Tentative Ruling:

Ruling on May 22, 2026

Continued as a status conference to 6/8/26 at 10:00 a.m., to be held concurrently with the trial.

Ruling on April 7, 2026

Tentative ruling adopted as the Court's final ruling. Debtor to lodge a proposed order. As to proofs of claim nos. 6 and 7, CONTINUED as a status conference to 5/22/26 @ 10:00 a.m., to be held concurrently with the pending litigation regarding disposition of the lease.

Tentative Ruling for April 7, 2026

The motion objects to the allowance of the following proofs of claim (POC) filed by the Smart Capital entities and Michael Chang: POCs 2, 3, 4, 5, 6 and 7.

Evidentiary Objections

The Court first rules on the Debtor's evidentiary objections to the Declaration of Michael Chang in support of the opposition to the motion.

First, as noted below, some of the statements that are the subject of the Debtor's objections constitute legal arguments. "Legal arguments are inappropriate in declarations." *GemCap Lending, LLC v. Quarles & Brady, LLP*, 269 F. Supp. 3d 1007, 1026 (C.D. Cal. 2017), *aff'd*, 787 F. App'x 369 (9th Cir. 2019). Indeed, they are so inappropriate, one court has suggested that an objection may not even be necessary because "improper legal

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conclusions, or argumentative statements" are simply "not considered" by the court. See *Persian Gulf Inc. v. BP W. Coast Prods. LLC*, 632 F. Supp. 3d 1108, 1131 (S.D. Cal. 2022).

Nevertheless, the Court is persuaded that legal argument contained in a declaration may be the proper subject of an evidentiary objection and may be excluded because, in essence, it constitutes improper opinion testimony. Fed. R. Evid. 701, 702. Here, Chang is not qualified as an expert on legal matters (or any other subject). So, he cannot provide expert opinion testimony on the law or the legal consequences of any factual matter. Fed. R. Evid. 702. Likewise, his legal arguments constitute improper lay witness opinion. As presented, they are not based on his perception, not necessary to understanding any fact, and involve specialized legal knowledge. Fed. R. Evid. 701.

The Court finds the practice of reciting the entirety of a memorandum in the "voice" of a declarant to be unhelpful and wasteful of the resources of the Court and all parties. Having a declarant repeat legal arguments does not magically transform those statements into facts.

Second, as noted below, some of the Debtor's objections seek to exclude testimony in which Chang describes the contents of a document which is attached to the declaration or submitted contemporaneously. The objection purports to be based on the "Best Evidence Rule," which is really a series of related rules set forth in Federal Rules of Evidence 1001-1008.

Rule 1001 states: "An original writing, recording, or photograph is required in order to prove its content unless these rules or a federal statute provides otherwise." Rule 1002 states: "A duplicate is admissible to the same extent as the original unless a genuine question is raised about the original's authenticity or the circumstances make it unfair to admit the duplicate." Rules 1004 and 1007 limit the admission of other evidence to prove the contents of a document that is not available.

But that is not what is happening here. A duplicate of each original document

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referenced by Chang is either in the record or capable of judicial notice. The Court is not aware of any rule of evidence that precludes Chang from describing his understanding of a document that is available to the Court. With respect to the contents of such a document, the words of the document will always have more probative value of its contents than any description of those contents provided by a witness. Thus, while the Court does not find Chang's description of the documents particularly helpful, the Court is not persuaded that they should be excluded for that reason.

Lastly, some of the Debtor's objections are to testimony that describes a procedural fact in this or some other case. The Court does not find it particularly helpful to have a lay witness describe procedural facts, as they can simply be noted in a legal memorandum, with reference to a docket entry, a request for judicial notice, or an authenticated document. But the testimony itself need not be excluded.

Objection to Paragraph 6:

Sustained. These statements constitute legal argument.

Objection to Paragraph 9:

Sustained. These statements constitute legal argument.

Objection to Paragraph 12:

Sustained as to the first sentence. Overruled as to the second sentence, which describes a procedural fact in the case which is arguably within the scope of Chang's knowledge.

Objection to Paragraph 13:

Sustained. The first sentence constitutes legal argument regarding the legal consequences of the "BK Termination Order." The second purports to describe a procedural fact in the case (which is unnecessary) but goes further to characterize the purpose behind certain Court action. This, too, is legal argument. The statement also purports to describe *why* the Court acted, which is outside the witness' personal knowledge.

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Objection to Paragraph 14.

Overruled. The first sentence describes a procedural fact in a district court matter. The second sentence purports to describe the contents of a district court order, but essentially is a legal argument about what was legally authorized under that order.

Objection to Paragraph 15:

Overruled. The first sentence describes the "view" of certain facts by the Smart Capital entities, i.e., their concerns. It is admissible. The second and third sentences purport to describe the contents of documents attached as Exhibits to the declaration. As noted above, that does not render the statements inadmissible. Nor does the Debtor's contention that the testimony is inaccurate. Although inartfully drafted, the Court reads the fourth sentence, beginning with "This has created an ambiguity. . . , " in context, to describe the Smart Capital entities' concerns regarding the lien release filed by the Debtor. This is admissible. The fifth sentence merely authenticates documents attached to the declaration. This, too, is admissible. The Court is unclear whether there is any legitimate objection on authenticity grounds. But, if the Debtor has concerns about the authenticity of the documents, it could have requested a continuance for purposes of taking a deposition, requested cross examination regarding the declaration, and/or offered contrary evidence.

Objection to Paragraph 16:

Sustained. These statements constitute legal argument.

Objection to Paragraph 17:

Overruled. These statements authenticate certain documents that have been provided by Chang and Smart Capital entities, including a draft state court complaint against the debtor that does not appear to have been filed. The Debtor questions who prepared the complaint and the basis for the factual allegations. These may all be relevant questions at some point but does not justify exclusion of the complaint. The Debtor seems to be concerned that if the draft is admitted in connection with the pending motion, the Court will

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somehow treat the allegations contained in the complaint as established facts. Nothing could be further from the truth.

Merits

A proof of claim is deemed allowed unless a party in interest objects under § 502(a) and constitutes "prima facie evidence of the validity and amount of the claim" pursuant to Bankruptcy Rule 3001(f). See *also* Fed. R. Bankr. P. 3007. The filing of an objection to a proof of claim under § 502(b) "creates a dispute which is a contested matter" within the meaning of Bankruptcy Rule 9014 and must be resolved after notice and opportunity for hearing upon a motion for relief. See Adv. Comm. Notes to Fed. R. Bankr. P. 9014.

Upon objection, the proof of claim provides "some evidence as to its validity and amount" and is "strong enough to carry over a mere formal objection without more." *Wright v. Holm (In re Holm)*, 931 F.2d 620, 623 (9th Cir. 1991) (quoting 3 *Collier on Bankruptcy* § 502.02, at 502-22 (15th ed. 1991)); see *also Ashford v. Consolidated Pioneer Mort. (In re Consol. Pioneer Mort.)*, 178 B.R. 222, 226 (B.A.P. 9th Cir. 1995), *aff'd*, 91 F.3d 151, 1996 WL 393533 (9th Cir. 1996). To defeat the claim, the objector must come forward with sufficient evidence and "show facts tending to defeat the claim by probative force equal to that of the allegations of the proofs of claim themselves." *Holm*, 931 F.2d at 623.

"If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence." *In re Consol. Pioneer*, 178 B.R. at 226 (quoting *In re Allegheny Int'l, Inc.*, 954 F.2d 167, 173-74 (3d Cir. 1992)). The ultimate burden of persuasion remains at all times upon the claimant. See *Holm*, 931 F.2d at 623.

POCs 2 and 3

It is undisputed that the amount owing, \$24,104.66, has been paid. Further, contrary to the Smart Capital entities' expressed concern about the lien release, the filing with the California Secretary of State refers to the release of a certain judgment lien number ending in 3935 and states: "[t]he personal

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property subject to the Judgment Lien is hereby released as to all Debtors. This is a full release of the Judgment Lien." Dkt. 354 at 3. This is corroborated by the UCC lien search with the Secretary of State showing the one and only lien at issue being released. That the lien release document also mentions Smart Capital Investments I, LLC, without listing the names of the other entities, is of no consequence. Finally, to the extent the Smart Capital entities want to suggest that the Debtor is liable for some sort of consequential damages by not paying the debt or removing the lien earlier, there is no evidence to sustain its burden of persuasion (and no law to support its theory). As to POCs 2 and 3, the motion will be GRANTED and both claims DISALLOWED.

POCs 4 and 5

The Debtor makes some impactful arguments about the inadequacy of the draft RICO complaint. Anyone can draft a complaint. It is not evidence. The problem is that the Debtor's omnibus objection to the Smart Capital claims does not contain any evidence either. The Debtor's arguments elide over this deficiency but the Court cannot. The only evidence offered in support of the motion was the testimony of counsel regarding satisfaction of the outstanding debt that is the subject of POCs 2 and 3. The Court acknowledges that there is no evidence to support these claims. But the burden does not shift to the claimant to substantiate its claims with evidence until and unless the objecting party produces a quantum of evidence adequate to rebut the prima facie validity accorded the proof of claim. This is black letter law, which has not changed significantly in over 30 years. The Court does not believe that the quantum of evidence is substantial here because these claims, even with the benefit of a draft complaint, are not supported by any evidence. But the claimant's argument that the burden has not yet shifted to the claimant is well taken. As to POCs 4 and 5, the motion will be DENIED WITHOUT PREJUDICE.

POCs 6 and 7

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These proofs of claim are inextricably entwined with the pending litigation over whether the subject lease may be assumed and how it is treated. If assumed, any unmatured obligations for future rent under the lease will be assumed by the debtor in possession and will not be prepetition claims. If rejected, there may be a rejection damages claim arising under Bankruptcy Code section 365(g). It would be premature to adjudicate these claims before the disposition of the lease is determined. Thus, as to POCs 6 and 7, the motion will be CONTINUED and will trail the pending litigation regarding disposition of the lease.

Ruling for December 16, 2025

Continued to 1/21/26 at 2:00 p.m. No additional briefing is permitted.

Party Information

Debtor(s):

Hawkeye Entertainment, LLC

Represented By
Sandford L. Frey
Robyn B Sokol