

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Chief Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

Wednesday, August 4, 2021

Hearing Room 302

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9:00 AM

1:00-00000

Chapter

**#0.00 This calendar will be conducted remotely, using ZoomGov video and audio.**

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Dial by your location: 1 -669-254-5252 OR 1-646-828-7666

Meeting ID: 161 027 4333

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Docket 0

**Tentative Ruling:**

- NONE LISTED -

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9:30 AM

**1:20-10676 Andrea Viglietta-Pichler**

**Chapter 13**

**#1.00** Motion for relief from stay

WILMINGTON SAVINGS FU

fr. 5/19/21,6/30/21

Docket 37

**\*\*\* VACATED \*\*\* REASON: Resolved per APO (doc. 42) - hm**

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
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**Debtor(s):**

Andrea Viglietta-Pichler

Represented By  
Steven Abraham Wolvek

**Movant(s):**

Wilmington Savings fund society,

Represented By  
Arnold L Graff  
Sean C Ferry  
Eric P Enciso

**Trustee(s):**

Elizabeth (SV) F Rojas (TR)

Pro Se

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10:00 AM

**1:21-10203 Akop Chapanyan**

**Chapter 7**

**#2.00** Motion for relief from stay

WILMINGTON SAVINGS FUND SOCIETY

Docket 11

**\*\*\* VACATED \*\*\* REASON: Movant filed a withdrawal - Doc. #14. If**

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
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**Debtor(s):**

Akop Chapanyan

Represented By  
Todd L Turoci

**Movant(s):**

Wilmington Savings Fund Society,

Represented By  
Erin M McCartney

**Trustee(s):**

David Seror (TR)

Pro Se

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10:00 AM

**1:21-10332 Edgar Hairapetyan**

**Chapter 13**

**#3.00** Motion for relief from stay

NISSAN-INFINITI LT

Docket 43

**Tentative Ruling:**

Petition Date: 02/26/2021

Chapter: 13

Service: Proper. No opposition filed.

Property: 2019 Infiniti QX80 2WD

Property Value: no value scheduled by Debtor (LEASE)

Amount Owed: \$ 72,606.84

Equity Cushion: n/a

Equity: n/a

Post-Petition Delinquency: \$4,111.68 (Four payments of \$1,027.92).

Additional payment due on 07/15/2021

Movant argues that their interest in the Property is not adequately protected. The fair market value of the Property is declining and four post-petition payments have not been made to Movant. Further, proof of insurance regarding the Property has not been provided to Movant. Movant notes that Debtor indicated his intention to surrender the Property in the schedules and pleadings filed in this case.

Disposition: GRANT under 11 U.S.C. 362(d)(1). GRANT relief requested in paragraph 2 (proceed under applicable non-bankruptcy law); and 6 (waiver of 4001(a)(3) stay); and ).

**NO APPEARANCE REQUIRED—RULING MAY BE MODIFIED AT HEARING.**

**MOVANT TO LODGE ORDER WITHIN 7 DAYS.**

**Party Information**

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**CONT... Edgar Hairapetyan**

**Chapter 13**

**Debtor(s):**

Edgar Hairapetyan

Represented By  
Elena Steers

**Movant(s):**

Nissan-Infiniti LT, as serviced by

Represented By  
Austin P Nagel

**Trustee(s):**

Elizabeth (SV) F Rojas (TR)

Pro Se

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**1:21-10755 Sarkis Arshakovich Kamalyan**

**Chapter 7**

**#4.00** Motion for relief from stay

HONDA LEASE TRUST

Docket 19

**Tentative Ruling:**

Petition Date: 04/28/2021

Chapter 7

Service: Proper. No opposition filed.

Property: 2018 Honda Civic

Property Value: \$14,375.00

Amount Owed: \$ 12,708.30

Equity Cushion: Unk.

Equity: Unk.

Delinquency: \$669.87 (\$646.66 in arrears + \$43.21 in late fees). Additional payment of \$215.62 due on 07/16/2021.

Movant argues that the lease matured on 03/16/2021 and the Property was not returned to Movant. The Movant's interest is not protected, and the fair market value of the Property is declining. Last payment was received on 03/18/2021.

Disposition: GRANT under 11 U.S.C. 362(d)(1) and 11 U.S.C. 362(d)(2). GRANT relief requested in paragraph 2 (proceed under applicable non-bankruptcy law) and 6 (waiver of 4001(a)(3) stay).

**NO APPEARANCE REQUIRED—RULING MAY BE MODIFIED AT HEARING.**

**MOVANT TO LODGE ORDER WITHIN 7 DAYS.**

**Party Information**

**Debtor(s):**

Sarkis Arshakovich Kamalyan

Represented By  
Tyson Takeuchi

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**CONT... Sarkis Arshakovich Kamalyan**

**Chapter 7**

**Movant(s):**

HONDA LEASE TRUST

Represented By  
Vincent V Frounjian

**Trustee(s):**

Diane C Weil (TR)

Pro Se

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**1:21-11165 Jeffrey Arthur Craddock**

**Chapter 13**

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

Docket 8

**Tentative Ruling:**

On July 6, 2021, Debtor filed this chapter 13 case. Debtor had one previous bankruptcy case that was dismissed within the previous year. The First Filing, 20-11538, was a chapter 13 that was filed on 8/26/20 and dismissed on 5/21/21 for failure to make plan payments.

Debtor now moves for an order continuing the automatic stay as to all creditors. Debtor argues that the present case was filed in good faith notwithstanding the dismissal of the previous case for failure to make plan payments because he lost his job at the USPS after an injury, during the pendency of the First Filing. Debtor claims that there has been a substantial change in his financial affairs. Debtor states that since the First Filing was dismissed, Debtor has obtained new employment and his also looking for a second job. Debtor claims that the property is necessary for a successful reorganization because this is his/her primary residence.

Service proper on regular notice. No opposition filed.

MOTION GRANTED. RULING MAY BE MODIFIED AT HEARING.  
NO APPEARANCE REQUIRED ON 8-4-21.

**Party Information**

**Debtor(s):**

Jeffrey Arthur Craddock

Represented By  
Stephen S Smyth

**Trustee(s):**

Elizabeth (SV) F Rojas (TR)

Pro Se

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**1:12-10231 Owner Management Service, LLC**

**Chapter 7**

- #6.00** Motion by Chapter 7 Trustee To:
- 1) Approve Sale of Real Property Free and Clear of all Liens, Interests, Claims and Encumbrances with Such Liens, Interests, Claims, and Encumbrances to Attach to Proceeds Pursuant to 11 U.S.C. §§ 363(b) and (f);
  - 2) Approve Overbid Procedures;
  - 3) Determine that Buyer is Entitled to Protection Pursuant to 11 U.S.C. § 363(m); Memorandum of Points and Authorities and Declarations of David Seror and Rafael Figueroa in Support Thereof.

Docket 2585

**Tentative Ruling:**

Background:

Owner Management Service (Debtor) initiated this bankruptcy proceeding when it filed a voluntary Chapter 11 petition on 1/9/2012. The case was then converted to Chapter 7 and David Seror ("Trustee") was appointed Trustee. On 4/25/2017, the Trustee filed a motion for Approval of Compromise seeking approval of a settlement agreement between the Trustee and the Consolidated Debtors. The motion was granted and approved on June 30, 2017. As part of the agreement, Trustee was provided with a mechanism to attempt to make a 100% distribution on allowed unsecured claims, which included that the Trustee would seek to liquidate real properties as needed to pay any such allowed claims. It is in connection with that motion that the Trustee now seeks authority to sell the Property here.

The assets of this Estate consist primarily of numerous parcels of residential real property and the rental income collected therefrom. Title to the Property stands in the name of Boston Holding Company, i.e. the Original Debtor. Thus, the Property is property of the estate.

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**CONT... Owner Management Service, LLC**

**Chapter 7**

The Trustee, moves pursuant to 11 U.S.C. §§ 363(b)(1), (f), and (m) of the Federal Rules of Bankruptcy Procedure, for an order (1) authorizing the Trustee to sell that certain real property located at 16014 Horace Street, Granada Hills, CA 91344 free and clear of all liens, interests, claims, and encumbrances, with such liens, interests, claims, and encumbrances to attach to the Sale proceeds, with the same priority and rights of enforcement as previously existed; (2) approving solicitation of overbids concerning the sale of the Property at the hearing on the Motion and the procedures for such solicitation; (3) finding that the purchaser is a good faith purchaser pursuant to 11 U.S.C. § 363(m); and (4) approving payments for Broker's commissions, normal and customary escrow closing costs and the secured lienholders on the Property through escrow as set forth in the motion.

The Trustee received an offer to purchase the property from Buyer for \$625,000, subject to overbid procedures. This motion is brought to authorize the sale of the Property to Purchaser. The Property was listed on several different platforms and received five purchase offers. Buyer's offer of \$625,000 is at the full asking price. The other potential purchasers either withdrew their offer, failed to respond to the Trustee's counter-offer, or did not accept the Trustee's counter-offer. Based on the above factors, the Trustee believes that the offer from Buyer represents an offer that within the range of reasonableness. Neither the Broker nor the Trustee believes no further marketing will result in a substantial benefit to the Estate. The condition of the Property purchased is "as-is." Broker's commission is 6%.

The Trustee further moves the Court for an order authorizing the following overbid procedures: (1) any person interested in submitting an overbid on the Property must attend the hearing on the Motion or be represented by an individual with written authority to participate in the overbid process; (2) any person interested in the overbid process must notify the Trustee no later than close-of-business two (2) calendar days before the hearing on the Motion and must provide evidence of their financial ability to close; (3) overbidders (except for the Buyer who has already paid Deposit to the Trustee) must deliver a deposit to the Trustee's counsel by way of cashier's check made payable to Trustee in the amount of \$20,000. The Deposit of the successful overbidder shall be forfeited if such party is thereafter unable to complete the

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**CONT... Owner Management Service, LLC**

**Chapter 7**

purchase of the Property within 15 calendar days of entry of an order confirming the sale; (4) an overbid will be defined as an initial overbid of \$635,000, with each additional bid in increments of at least \$5,000; (5) overbidders must purchase the Property on the same terms and conditions set out in the Purchase Agreement except for the purchase price.

Standard:

Section 363(b)(1) of the Bankruptcy Code provides that "The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). The standard of review used in determining approval of a proposed sale of property is whether sound business reasons support the sale outside the ordinary course of business. *In re Walter*, 83 B.R. 14, 19 (9th Cir. BAP 1988); *In re Lionel Corp.*, 722 F.2d 1063, 1066 (2d Cir. 1983). In order for a sale to be approved under section 363 of the Bankruptcy Code, the purchase price must be fair and reasonable. *In re Coastal Indus., Inc.*, 63 B.R. 361 (Bankr. N.D. Ohio 1986).

Analysis

Based upon the current real estate market and the marketing efforts, the Trustee believes that the sale price represents a reasonable market value of the Property. Indeed, the listing price for the Property was in the amount of \$625,00, and Buyer has agreed to purchase the Property for the full amount, \$625,000. Additionally, the Trustee and Broker believe that further marketing will not result in any substantial incremental benefit to the Estate. Thus, Trustee submits that the proposed sale represents a sound exercise of the Trustee's business judgement. The Court agrees that the sale is in the best interest of the Estate.

The Bankruptcy Court has the power to authorize the sale of property free and clear of liens or interests. See 11 U.S.C.

§ 363(f); *In re Gerwer*, 898 F.2d 730, 733 (9th Cir. 1990). Section 363(f) of the Bankruptcy Code permits a sale of property "free and clear of any interest in such property of an entity other than the estate" if any one of the following five conditions is met:

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**Chapter 7**

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
  - (2) such entity consents;
  - (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
  - (4) such interest is in bona fide dispute; or
  - (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.
- 11 U.S.C. § 363(f).

The Trustee is unaware of any disputes regarding any encumbrances of record, however, the relief here is requested so that the proposed sale may go forward even if a dispute arises later, such as with the details of payoff demands to be received in escrow.

Buyer is a Good Faith Purchaser

Section 363(m) provides that “[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith . . . .” 11 U.S.C. § 363(m). As set forth in the Declarations of David Seror (Trustee) and Rafael Figueroa (Broker), there is no affiliation between the Purchaser and the Trustee and that the agreement was negotiated at arms-length with fair consideration for the property. Accordingly, the Court finds the Purchaser is a good faith buyer.

Additionally, the Court finds the broker's fee of 6% reasonable and the court grants those fees.

Court should approve the Proposed Bidding Procedures

The Bidding Procedures here ensure that the Estate receives the maximum benefit of the sale. Here, the initial overbid exceeds the Purchase Price by \$10,000 with further overbids to be in increments of \$5,000. These amounts are appropriate.

Sale Approved. Are there any overbidders?  
Appearance Required.

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**CONT... Owner Management Service, LLC**

**Chapter 7**

**Party Information**

**Debtor(s):**

Owner Management Service, LLC                      Pro Se

**Trustee(s):**

David Seror (TR)

Represented By  
Richard Burstein  
Michael W Davis  
David Seror  
David Seror (TR)  
Steven T Gubner  
Reagan E Boyce  
Jessica L Bagdanov  
Reed Bernet  
Talin Keshishian  
Jorge A Gaitan  
Robyn B Sokol  
Jessica Wellington  
Jeffrey L Sumpter

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**1:13-13905 Irina Raskin**

**Chapter 11**

**#7.00** Amended Debtor's Motion to Avoid Lien  
Under 11 U.S.C. Sec. 522(f)  
(Real Property)

Docket 211

**Tentative Ruling:**

Debtor seeks to avoid judicial lien held by Persolve LLC pursuant to section 522(f)(1). Section 522(f)(1) states in relevant parts that:

Notwithstanding any waiver of exemptions but subject to paragraph (3), the debtor may avoid the fixing of a lien on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled under subsection (b) of this section if such lien is ...

(A) a judicial lien, other than judicial lien that secures a debt of a kind that is specified in section 523(a)(5).

The judicial lien amount is for \$25,640.00. The value of 4047 Falling Leaf Drive, Los Angeles, CA 91316 ("Property") is \$950,000. The amount of the claimed homestead exemption is \$24,060.00. The Property was heavily encumbered by other liens. The Debtor's exemption is impaired by Persolve LLC's lien.

Notice is proper. There has been no opposition filed to the Debtor's amended motion.

The motion is GRANTED.

No Appearance required. Movant to lodge order within 7 days.

<b>Party Information</b>
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**Debtor(s):**

Irina Raskin

Represented By  
Renee E Linares  
Stella A Havkin

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**CONT... Irina Raskin**

**Chapter 11**

**Movant(s):**

Alex Raskin

Represented By  
Alla Tenina

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**1:16-13613 Margie Ann Lieser**

**Chapter 7**

**#8.00** Trustee's Final Report and Applications for  
Compensation and Deadline to Object

Docket 108

**Tentative Ruling:**

Service proper. No opposition filed. Having reviewed the Trustee's Final Report, the Limited Opposition filed by the US Trustee, and the Stipulation Among US Trustee, Chapter 7 Trustee, Debtor, and firm Danning Gill to Reduction in Fees (ECF doc. 112), Court finds that the stipulated reduced fees of \$27,504.50 and costs of \$1,648.17 are reasonable and are approved as requested.

APPEARANCES WAIVED ON 8-4-21.

<b>Party Information</b>
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**Debtor(s):**

Margie Ann Lieser

Represented By  
Eric Ridley

**Trustee(s):**

Diane C Weil (TR)

Represented By  
Brad Krasnoff  
David Seror  
Talin Keshishian  
Jessica L Bagdanov

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**1:20-12088 Godwin Osaigbovo Iserhien**

**Chapter 11**

**#9.00** 1st Amended Disclosure Statement 41 Disclosure Statement

Docket 55

**\*\*\* VACATED \*\*\* REASON: Duplicate of cal. no. 10 - hm**

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
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**Debtor(s):**

Godwin Osaigbovo Iserhien

Represented By  
Onyinye N Anyama  
Diana Torres-Brito

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**1:20-12088 Godwin Osaigbovo Iserhien**

**Chapter 11**

**#10.00** Motion for Order Approving First Amended Disclosure Statement in Support of Debtor's First Amended Plan of Reorganization

Docket 56

**Tentative Ruling:**

Godwin Iserhien ("Debtor") is an individual who fell ill with a chronic disease which required him to stop working. As a result, Debtor fell behind on the mortgage payments on these three pieces of real property: (1) 13458 Vose St., Valley Glen, CA 91405 (Debtor's principal residence); (2) 12010 Dresden Pl., Granada Hills, CA 91344 (rental); and 13507 Hart St., Van Nuys, CA 91405 (rental).

Debtor intends to fund the proposed first amended plan through his income, including rental income from the Dresden and Hart Properties. Debtor projects a monthly disposable income of \$4,488.34, with \$47,565.81 in cash available on the Effective Date:

- Administrative Claims: Approx. \$15,000 for Debtor's counsel's fees
- Class 2(a) – Wilmington Savings Fund/ BSI Financial (Unimpaired / Secured)
  - o Collateral: 13488 Vose St., Van Nuys, CA 91405
  - o Total Claim: \$846,770.69
    - Arrearage: \$46,125.62
  - o Stipulated plan treatment: Contractual terms of \$4,426.66 at 6.0% fixed to continue
- Class 5(b) – US Bank, N.A. (Impaired / Secured)
  - o Collateral: 120 Dresden Pl., Granada Hills, CA 91344
  - o Total Allowed Secured Claim: \$601,301.21
    - Arrearage: \$93,700.77
  - o Treatment: \$3,332.00/ mo at 4.0% fixed

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CONT... **Godwin Osaigbovo Iserhien** Chapter 11

- Class 5(c) – JP Morgan Chase (Impaired / Secured)
- o Collateral: 13507 Hart St., Van Nuys, CA 91405
- o Total Allowed Secured Claim: \$416,465.50
  - Arrerage: n/a (amortized per Loan Mod.)
- o Treatment per Loan Modification: \$1,490.86 per mo. at 3% fixed

**Standard**

References: In re A.C. Williams, 25 B.R. 173 (Bankr. N.D. Ohio 1982); See also In re Metrocraft, 39 B.R. 567 (Bankr. N.D.Ga. 1984); § 1125

1. Before a disclosure statement may be approved after notice and a hearing, the court must find that the proposed disclosure statement contains "adequate information" to solicit acceptance or rejection of a proposed plan of reorganization. 11 U.S.C. § 1125(b).
2. "Adequate information" means information of a kind, and in sufficient detail, so far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, that would enable a hypothetical reasonable investor typical of the holders of claims against the estate to make a decision on the proposed plan of reorganization. 11 U.S.C. § 1125(a).
3. Courts have developed lists of relevant factors for the determination of adequate disclosure. *E.g.*, *In re A.C. Williams*, *supra*.
4. There is no set list of required elements to provide adequate information per se. A case may arise where previously enumerated factors are not sufficient to provide adequate information. Conversely, a case may arise where previously enumerated factors are not required to provide adequate information. In re Metrocraft Pub. Services, Inc., 39 B.R. 567 (Bankr. N.D.Ga. 1984). "Adequate information" is a flexible concept that permits the degree of disclosure to be tailored to the particular situation, but there is an irreducible minimum, particularly as to how the plan will be implemented. In re Michelson, 141 B.R. 715, 718-19 (Bankr. E.D.Cal. 1992).

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5. The court should determine what factors are relevant and required in light of the facts and circumstances surrounding each particular case. In re East Redley Corp., 16 B.R. 429 (Bankr. E.D.Pa. 1982).

### Service

Interested parties must receive notice of the request for approval of a disclosure statement at least 42 days prior to the scheduled hearing. LBR 3017-1(a). Notice of this hearing was proper.

### Objections

Creditor US Bank's objects, arguing that the proposed interest rate of 4.0% fixed over 30 years is insufficient under the Till analysis & requests that the interest rate be set at 5.25% (current prime rate of 3.25% with adjustment of at least 2.0%). The original prepetition contract rate of interest for the loan secured by the Dresden Property was 3.75%. See Proof of Claim 3-2. Creditor argues for the 2.0% increase over Debtor's proposed 4.0% rate due to risk factors increasing the likelihood of default including the prepetition default of over \$93,000 and the fact that the collateral 12010 Dresden Pl., Granada Hills, CA 91344 is being used as a rental property. Further, the Plan does not provide for reimbursing Creditor for postpetition escrow advances incurred for the benefit of the estate. Creditor maintains that such advances qualify as administrative expenses and must be cured on or before the effective date of the plan.

A contract rate of interest may be evidence of the proper rate for a plan, but it is neither presumptive nor conclusive. See Till v. SCS Credit Corp., 541 U.S. 465 at 477–78, 124 S.Ct. 1951 (rejecting presumptive contract rate approach in favor of the formula approach). In the final analysis, the interest rate determination is to be made on a case-by-case basis. In re Camino Real Landscape Maint. Contractors, Inc., 818 F.2d 1503, 1508 (9th Cir. 1987). Whether one starts with a “base rate” and adds for risk, or just accepts that a proven market rate includes relevant risk (in an appropriate case), Fowler requires the bankruptcy courts to make “explicit findings” regarding (1) how it assesses the risk of default; (2) how it assesses the nature of the security; (3) what market rates exist for the type of loan at issue; and (4) what risks reduce

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or heighten the risks associated with a particular debtor. In re Seasons Partners, LLC, 439 B.R. 505, 520 (Bankr. D. Ariz. 2010), order confirmed, 2010 WL 6556774 (Bankr. D. Ariz. Nov. 8, 2010), citing In re Fowler, 903 F.2d 694.

The Ninth Circuit, in Fowler, further asked the trial courts to follow the “guiding principal ... that the bankruptcy court's findings must be sufficient to allow meaningful review, and must demonstrate to the reviewing court that the bankruptcy judge's determination was supported by the evidence.” In re Fowler, 903 F.2d at 699 n. 7.

Having reviewed Debtor's amended disclosure statement and plan, the Opposition filed by US Bank, Debtor's filing history, and the facts of this case, the Court finds that Creditor's requested interest rate of 5.25% fixed is appropriate, given the increased risk of default with this Debtor, who has incurred over \$93,000 in prepetition arrears and has had five bankruptcies filed in the more than 10 years before this sixth case was filed. Further, the nature of the security, a rental property, also requires the Court to adjust the interest rate upward, as Debtor acknowledges the risk that "tenants may default on their rental obligations and Debtor may experience lapse in time before securing new tenants." Am. Disclosure Stmt., p. 5. Given the risk of default with this type of use of real property, and Debtor's financial and filing history heightening the risk associated with this plan, the Court finds that the appropriate rate of interest to be paid on the claim treated in Class 5(b) is 5.25% fixed.

The Court finds that, with the interlineations made to correct the interest rate for Class 5(b) and the additional provision for administrative expense claims that will need to be paid on or before the effective date, for postpetition escrow advances incurred for the benefit of the estate, this Amended Disclosure Statement can be approved.

Parties to discuss ballot & solicitation schedule at hearing.  
APPEARANCE REQUIRED

**Party Information**

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Chief Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

**Wednesday, August 4, 2021**

**Hearing Room 302**

10:30 AM

**CONT... Godwin Osaigbovo Iserhien**

**Chapter 11**

**Debtor(s):**

Godwin Osaigbovo Iserhien

Represented By  
Onyinye N Anyama  
Diana Torres-Brito

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Chief Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

**Wednesday, August 4, 2021**

**Hearing Room 302**

11:00 AM

**1:18-11538 Momentum Development LLC**

**Chapter 7**

Adv#: 1:19-01129 Weil v. The Pyramid Center, Inc.

**#11.00** Pretrial Conference re: Amended Complaint to Avoid Fraudulent Transfers

fr. 1/15/20, 2/5/20, 3/4/20; 6/10/20, 12/2/20, 2/3/20 ,2/10/21  
4/14/2, 6/16/21

Docket 9

**\*\*\* VACATED \*\*\* REASON: Cont'd per Stipulation to 11/4/21 at 11 a.m.  
(doc. 59) - hm**

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
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**Debtor(s):**

Momentum Development LLC

Represented By  
Michael H Raichelson

**Defendant(s):**

The Pyramid Center, Inc.

Represented By  
Michael H Raichelson

**Plaintiff(s):**

Diane Weil

Represented By  
David Seror  
Jorge A Gaitan

**Trustee(s):**

Diane C Weil (TR)

Represented By  
David Seror  
Jorge A Gaitan

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Chief Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

**Wednesday, August 4, 2021**

**Hearing Room 302**

11:00 AM

**1:19-10726 Victoria Kristin Burak**

**Chapter 7**

Adv#: 1:19-01111 Coho et al v. Burak

**#12.00** Pre-trial Conference re: Complaint objecting to discharge of debtor based upon false pretenses, false representations, actual fraud

fr. 6/2/20; 10/7/20; 3/17/2, 5/19/21

Docket 12

**Tentative Ruling:**

This matter was continued from May 19, 2021 because the parties represented that they were reducing a settlement to writing. The settlement has not been filed since the May status conference. On Nov. 25, 2019, discharge was entered in the bankruptcy case 1:19-10726-VK. If the settlement is not filed with the Court before this matter is called for hearing, an Order to Show Cause re Dismissal for Lack of Prosecution under LBR 7016-1(g) will issue. What is the status of this case?

**APPEARANCE REQUIRED**

<b>Party Information</b>
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**Debtor(s):**

Victoria Kristin Burak

Represented By  
R Grace Rodriguez

**Defendant(s):**

Victoria Kristin Burak

Represented By  
R Grace Rodriguez

**Plaintiff(s):**

Loretta M Coho

Represented By  
James W Bates

Equity Trust Company, Custodian

Represented By

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Chief Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

**Wednesday, August 4, 2021**

**Hearing Room 302**

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11:00 AM

**CONT... Victoria Kristin Burak**

James W Bates

**Chapter 7**

**Trustee(s):**

Nancy J Zamora (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Chief Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

**Wednesday, August 4, 2021**

**Hearing Room 302**

11:00 AM

**1:19-10727 Mary Kristin Burak**

**Chapter 13**

Adv#: 1:19-01082      Coha et al v. Burak

**#13.00**      Status Conference Re: Complaint Objecting to  
Discharge of Debtor based Upon False Pretenses,  
False Representations, Actual Fraud.

fr. 9/18/19; 12/11/19; 5/20/20, 6/2/20; 10/7/20; 3/17/21,  
5/19/21

Docket      1

**\*\*\* VACATED \*\*\*      REASON: Adv., Moot Main Case Dismissed on 5/27/21  
(eg)**

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
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**Debtor(s):**

Mary Kristin Burak

Represented By  
R Grace Rodriguez

**Defendant(s):**

Mary Kristin Burak

Pro Se

**Plaintiff(s):**

Loretta M Coha

Represented By  
James W Bates

Equity Title Company

Represented By  
James W Bates

**Trustee(s):**

Elizabeth (SV) F Rojas (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Chief Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

**Wednesday, August 4, 2021**

**Hearing Room 302**

11:00 AM

**1:19-12102 Hawkeye Entertainment, LLC**

**Chapter 11**

**#14.00** Motion For Order Removing Judgment Lien And/Or Requiring Withdrawal Of Abstract Of Judgment Recorded By Debtor And Releasing The Lien Against Landlord's Real Property; Declarations Of Steven F. Werth And Michael S. Chang

Docket 379

**Tentative Ruling:**

On July 17, 2009, Hawkeye Entertainment, LLC (the "Debtor") entered into a lease agreement ("Lease Agreement") with Pax America Development, LLC ("PAX"). Pursuant to the terms of the Lease, the Debtor was entitled to use the first four floors and the basement of a building located at 618 South Spring Street, Los Angeles, California, more commonly referred to as the Pacific Stock Exchange Building (the "Property").

The Property is now owned by Smart Capital, LLC ("Smart Capital"). There have been ongoing disputes between Smart Capital and Debtor for years. This culminated in Smart Capital's service of a Notice of Default and Three-Day Notice on Debtor. The Debtor responded by filing this second chapter 11 case followed by a motion to assume ("Assumption Motion") the Lease Agreement. The Court granted the Assumption Motion over the opposition of Smart Capital.

On November 6, 2020, Debtor filed a motion seeking attorney's fees and costs against Smart Capital. The Court issued a memorandum decision granting attorney fees and costs in favor of the Debtor and an order was entered on March 8, 2021. Dkt. No. 297. Smart Capital filed a motion requesting that the Court reconsider the attorney fees and costs order or in the alternative impose a stay pending appeal. The Court granted partial reconsideration and issued an amended order granting attorney's fees and costs. The Court granted a stay orally at a hearing on April 29, 2021 and signed an order from that hearing on May 19, 2021.

On May 12, 2021, an abstract was recorded with the Los Angeles County

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11:00 AM

**CONT... Hawkeye Entertainment, LLC**

**Chapter 11**

Recorder's Office, resulting in a lien ("Judgment Lien") on the Property. On May 28, 2021, Smart Capital filed a notice of appeal of the attorney fees and costs.

Smart Capital filed a motion to remove the Judgment Lien on the Property which Debtor opposes.

The question presented is when the stay was pending appeal order was effective. A judgment or order is effective when entered under Rule 5003. Fed. Rule. Bankr. P. 9021. FRBP 5003 relates to the procedures for the clerk to enter orders. In the Ninth Circuit, it is a "well-accepted rule that orders are effective when written and docketed." Sewell v. MGF Funding, Inc (In re Sewell), 345 B.R. 174, 180 (9<sup>th</sup> Cir. BAP 2006).

The Debtor believes the stay was effective on May 19, 2021, when the order was signed and entered by the Court. Smart Capital asserts the stay was effective on April 29, 2021, when the Court ruled from the bench. Smart Capital argues that "oral orders are entitled to the same force and effect as an order reduced to writing." Lorenz v. Beltio, Ltd., 76 F.3d 387 (9<sup>th</sup> Cir. 1996) (citing Noli v. CIR, 860 F.2d 1521, 1525 (9<sup>th</sup> Cir. 1988)).

Here, the Debtor began taking steps to perfect its judgment against Smart Capital as it was entitled to do under California law. On April 16, 2021, an abstract was completed by Debtor's counsel and was submitted in order to obtain a certified copy for recoding. On April 22, 2021, Debtor's counsel was notified of a deficiency in the submitted abstract and resubmitted the abstract on April 26, 2021. On April 27, 2021, the abstract was issued, and Debtor's counsel obtained a certified copy of recordation. The Court granted the stay pending appeal on April 29, 2021 and tasked Debtor's counsel to draft an order. On May 12, 2021, the abstract was recorded against the Property. Debtor's counsel submitted the order that same day. The Court held the order for seven days as required pursuant to LBR 9021-1. Smart Capital did not oppose the form of order and on May 19, 2021 the order was approved and uploaded by the Court.

While it is true that orders are generally effective when they are signed and docketed, there are exceptions to that rule. The court in Sewell explained the ruling in Noli well:

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San Fernando Valley  
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11:00 AM

CONT...

**Hawkeye Entertainment, LLC**

**Chapter 11**

The Ninth Circuit observed that the debtors in Noli "were present when the oral order was issued and clearly had notice of its existence and content," they "understood and accepted the order as final for purposes of appeal," and immediate relief from the automatic stay was appropriate because they had used bankruptcy as the latest in a series of tactics to evade liability on the eve of trial. *Id.* at 1525-26. It is hardly surprising that an oral order granting immediate relief from the automatic stay was valid in these circumstances, but the issues in this case are entirely different and in general orders are effective when reduced to writing and docketed. *See In re Brown*, 290 B.R. at 419 and 422 (noting "well-accepted rule that orders are effective when written and docketed" even though oral rulings can be "immediately effective" in emergency situations).

Sewell, 345 B.R. at 181.

The facts here are a bit unusual. The Debtor never said that it was in the process of perfecting the Judgment Lien on the Property at the hearing for stay pending appeal. The Court granted a stay pending appeal and on the condition that Debtor's rent payments be held in an account until the appeal was complete. Parties were to work out language and the details on how to best achieve this. The Debtor never represented to the Court that it was in the process of securing this judgment against the Property and that it wished to continue to pursue obtaining a lien in light of the Court granting the stay. Had Debtor provided this information at the hearing then the ruling would have been different.

Second, the actions of the Debtor run afoul with what the Court ordered. The Court granted a stay pending appeal on the condition that rent is paid into and held in an account during the duration of the appeal. Similar to Noli, the parties were all present at the hearing and understood what the Court's ruling was and the Debtor acts were contrary to the ruling. Attaching a lien as the Debtor did violates the stay of a collection effort until the appeals process was completed. The Debtor had every right to pursue this remedy until the Court granted the stay but once the stay was granted the Debtor could no longer pursue this remedy. It is generally understood that during the time between the ruling and the entry of the order that parties act on good faith to comply with the Court's ruling. Using this time to perform acts that go against the

**United States Bankruptcy Court  
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11:00 AM

**CONT... Hawkeye Entertainment, LLC**

**Chapter 11**

Court's ruling goes against this standard of judicial process.

Finally, the Court tasked the Debtor with submitting the order. The order was submitted almost two weeks after the hearing. The order was submitted May 12, 2021. The same day that the Judgment Lien was attached to the Property. This raises questions that need no be resolved at this point about delay in submitting the order.

If the Debtor had been upfront about their desires to attach a lien to the Property, it could have been factored into the discussion at the hearing. For all these reasons, the effective date of the stay was on April 29, 2021. Because the lien was attached after the stay was in effect the Court GRANTS Smart Capital's motion to remove the judicial lien.

The motion is GRANTED. Appearance Required.

<b>Party Information</b>
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**Debtor(s):**

Hawkeye Entertainment, LLC

Represented By  
Sandford L. Frey

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Chief Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

**Wednesday, August 4, 2021**

**Hearing Room 302**

11:00 AM

**1:19-12434 Walter Ernesto Aleman Olmedo**

**Chapter 7**

Adv#: 1:20-01049 Goldman v. Aleman et al

- #15.00** Status Conference Re: Trustee's First Amended Compliant for:
- 1 - Avoidance of Actual Fraudulent Transfer (11 U.S.C. Sec. 548(a)(1)(A));
  - 2 - Avoidance of Constructive Fraudulent Transfer Sec. 548(a)(1)(B);
  - 3 - Avoidance of Actual Fraudulent Transfer Under Applicable California Law (Cal. Civ. Code Sections 3439.04(a)(1) and 3439.07 and 11 USC Sec. 544(b));
  - 4 - Avoidance of Constructive Fraudulent Transfer Under Applicable California Law (Cal. Civ. Code Sections 3439.05 and 3439.07 and 11 USC Sec. 544(b));
  - 5 - Recovery of Avoided Transfer (11 USC Sec. 550(a)); and
  - 6 - Preservation of Avoided Transfer (11 USC Sec. 551)

fr. 7/15/20 (stip), 9/9/20, 12/2/20; 2/3/21, 2/10/21, 7/7/21

Docket 15

**Tentative Ruling:**

Having reviewed the Joint Status Report filed by the parties on July 23, 2021, the Court finds cause to continue this matter to September 8, 2021 at 1:00 p.m.

No appearance required on August 4, 2021.

**Party Information**

**Debtor(s):**

Walter Ernesto Aleman Olmedo

Represented By

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Chief Judge Maureen Tighe, Presiding  
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**Wednesday, August 4, 2021**

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11:00 AM

**CONT... Walter Ernesto Aleman Olmedo**

**Chapter 7**

Navid Kohan

**Defendant(s):**

Oscar Aleman	Pro Se
Marisol Vega Aleman	Pro Se
Aleman Signs, Inc.	Pro Se

**Plaintiff(s):**

Amy L Goldman	Represented By Leonard Pena
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**Trustee(s):**

Amy L Goldman (TR)	Represented By Leonard Pena
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**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Chief Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

**Wednesday, August 4, 2021**

**Hearing Room 302**

11:00 AM

**1:20-11099 Arthur Martiryan**

**Chapter 7**

Adv#: 1:20-01121 JPMORGAN CHASE BANK, N.A. v. Martiryan

**#16.00** Status Conference Re: Complaint for  
Determination of Dischargeability of Debt  
Under 11 U.S.C. Sec. 523

fr. 2/17/21, 3/31/21, 5/19/21, 6/30/21

Docket 1

**Tentative Ruling:**

Having reviewed the Unilateral Status Report filed by Plaintiff on July 21, 2021, the Court finds cause to continue this matter to September 8, 2021 at 11:00am.

No appearance required on August 4, 2021.

<b>Party Information</b>
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**Debtor(s):**

Arthur Martiryan Pro Se

**Defendant(s):**

Arthur Martiryan Pro Se

**Plaintiff(s):**

JPMORGAN CHASE BANK, N.A. Represented By  
Jillian A Benbow

**Trustee(s):**

Diane C Weil (TR) Pro Se