

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9: -

Chapter 0

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Docket 0

Tentative Ruling:

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

CONT...

Chapter 0

- NONE LISTED -

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:24-10608 Brian Morgan Heit

Chapter 7

Adv#: 9:24-01026 Balsam et al v. Heit

#1.00 CONT'D Status Conference re: [1] Adversary case 9:24-ap-01026. Complaint by Daniel Balsam, Jacob Harker against Brian Morgan Heit. Nature[s] of Suit: (67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny)), (68 (Dischargeability - 523(a)(6), willful and malicious injury))

fr. 11-6-24, 1-29-25, 2-26-25,

Docket 1

***** VACATED *** REASON: Dismissed 9/11/2025**

Tentative Ruling:

February 26, 2025

Appearances required.

The Court is inclined to set the following litigation dates based on that *Joint Status Report* (See Docket No. 29):

Discovery Cutoff (Including the last day to respond to discovery requests) - August 29, 2025

Deadline for dispositive motions to be heard - September 24, 2025, at 9:00 a.m.

Continued Status Conference - September 24, 2025, at 9:00 a.m.

Pretrial Conference - October 22, 2025, at 9:00 a.m.

Trial - November 13, 2025, at noon

The parties appear interested in mediating this matter. The Court will inquire with the parties about when a mediation should occur (before, during, or after discovery efforts), and whether this will be a private mediation.

All appearances are in-person. Trial is in-person, including witnesses.

The Plaintiffs are to upload a scheduling order within 7 days.

January 29, 2025

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Hearing Room 201

9:00 AM

CONT... Brian Morgan Heit
Appearances waived.

Chapter 7

The Court has reviewed that *Joint Status Report*. See Docket No. 29. The status conference is continued to February 26, 2025, at 9:00 a.m.

November 6, 2024

In-person appearances required by all parties. No remote appearance will be allowed.

The Court finds no status conference report as required by this Court's *Adversary Proceeding Status Conference Procedures* (the "Procedures"). See Docket No. 2. "Failure to file a joint status report may result in the imposition of monetary sanctions and/or the status conference being continued." See *id.* at p. 1. The Court is inclined to issue monetary sanctions to each party for their failure to comply with the Court's Procedures.

Party Information

Debtor(s):

Brian Morgan Heit

Represented By
Marcus G Tiggs
Rachel M Sposato

Defendant(s):

Brian Morgan Heit

Represented By
Brian Morgan Heit

Plaintiff(s):

Daniel Balsam

Represented By
Jacob Harker
John J Thyne III

Jacob Harker

Represented By
Jacob Harker
John J Thyne III

**United States Bankruptcy Court
Central District of California
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9:00 AM

CONT... Brian Morgan Heit

Chapter 7

Trustee(s):

Sandra McBeth (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:24-10608 Brian Morgan Heit

Chapter 7

Adv#: 9:24-01027 Peterson v. Heit

#2.00 CONT'D Status Conference re: RE: [1] Adversary case 9:24-ap-01027.
Complaint by Gary Peterson against Brian Morgan Heit. Nature[s] of Suit: (62
(Dischargeability - 523(a)(2), false pretenses, false representation, actual
fraud)), (67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement,
larceny)),(68 (Dischargeability - 523(a)(6), willful and malicious injury))

fr. 11-6-24, 5-7-25,

Docket 1

***** VACATED *** REASON: Hearing continued to 1/28/2026 at 9:00 a.m.
per order entered 9/11/2025**

Tentative Ruling:

November 6, 2024

Appearances waived.

The status conference is continued to November 20, 2024, at 1:00 p.m.

Party Information

Debtor(s):

Brian Morgan Heit

Represented By
Marcus G Tiggs
Rachel M Sposato

Defendant(s):

Brian Morgan Heit

Represented By
Rachel M Sposato

Plaintiff(s):

Gary Peterson

Represented By
Randall V Sutter

**United States Bankruptcy Court
Central District of California
Northern Division
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

CONT... Brian Morgan Heit

Chapter 7

Trustee(s):

Sandra McBeth (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:22-11001 Alan Rashkin

Chapter 7

Adv#: 9:24-01032 Namba v. Naimi et al

#3.00 CONT'D Status Conference re: [1] Adversary case 9:24-ap-01032. Complaint by Jerry Namba against Haleh C. Naimi, Advocate Solutions, Inc.. (\$350.00 Fee Charge To Estate). Complaint for Damages for Professional Negligence (Legal Malpractice), with Adversary Proceeding Cover Sheet Nature of Suit: (14 (Recovery of money/property - other))

fr. 11-6-24, 12-4-24; 01-15-25, 3-26-25, 5-21-25, 7-16-25,

Docket 1

Tentative Ruling:

July 16, 2025

Appearances waived.

The Court has reviewed that *Joint Status Report*. See Docket No. 23. The status conference is continued to September 24, 2025, at 9:00 a.m.

May 21, 2025

Appearances waived.

The Court has reviewed that *Joint Status Report*. See Docket No. 21. The status conference is continued to July 16, 2025, at 9:00 a.m.

March 26, 2025

Appearances waived.

The Court has reviewed that *Joint Status Report*. See Docket No. 20. The status conference is continued to May 21, 2025, at 9:00 a.m.

January 15, 2025

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

**CONT... Alan Rashkin
Appearances required.**

Chapter 7

December 4, 2024

Appearances waived.

The Ninth Circuit has held, "[a] valid right to a Seventh Amendment jury trial in the district court does not mean the bankruptcy court must instantly give up jurisdiction and that the action must be transferred to the district court. Instead, we hold, the bankruptcy court may retain jurisdiction over the action for pre-trial matters." *In re Healthcentral.com*, 504 F.3d 775, 788 (9th Cir. 2007). The Court will do so here. To that end, the Court will establish a litigation schedule after the parties comply with the Court's *Adversary Proceeding Status Conference Procedures* regarding the filing of joint status reports prior to each status conference. *See* Docket No. 3.

The status conference is continued to January 15, 2025, at 9:00 a.m. to allow the parties to file a joint status conference report.

November 6, 2024

Appearances waived.

The Court has reviewed that *Joint Status Report*. *See* Docket No. 13. The Court will continue the status conference to December 4, 2024, at 9:00 a.m.

Party Information

Debtor(s):

Alan Rashkin

Pro Se

Defendant(s):

Haleh C. Naimi

Represented By
Dave Shenian
David Brandon

Advocate Solutions, Inc.

Represented By

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

CONT...

Alan Rashkin

Chapter 7

Dave Shenian
David Brandon

Joint Debtor(s):

Rochelle Rashkin

Pro Se

Plaintiff(s):

Jerry Namba

Represented By
Peter T Steinberg

Trustee(s):

Jerry Namba (TR)

Represented By
Carissa N Horowitz
William C Beall

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:24-11399 Charles Wayne Bowman

Chapter 7

Adv#: 9:25-01005 Bowman v. Bowman

#4.00 CONT'D Status Conference re: [1] Adversary case 9:25-ap-01005. Complaint by Julie Bowman against Charles Wayne Bowman. divorce/sep property settlement/decree))

fr. 4-23-25,

Docket 1

Tentative Ruling:

April 23, 2025

Appearances required.

The Court has reviewed that *Complaint Objecting to Dischargeability of Debt* (the "Complaint") and that *Joint Status Report*. See Docket Nos. 4 and 12, respectively.

It appears to the court that the Complaint prayer for relief, at bottom, seeks a determination that attorneys' fees awarded to a spouse during a divorce case are non-dischargeable under 11 U.S.C. § 523(a)(15), including fees incurred on appeal of any attorneys' fee award by the trial court. See Docket No. 4, pp. 4-5. Plaintiff asserts that there is a delay in the Court of Appeals because this Court has yet to enter an order granting Plaintiff relief from stay to do so. See *id.* at p. 4, lines 1-6 ("the order has not been entered yet for reasons unknown to Plaintiff's counsel"). The order granting Plaintiff's motion to lift the stay was entered on March 13, 2025. See Case No. 9:24-bk-11399-RC, Docket No. 33. On March 24, 2025, Plaintiff filed a further lift stay motion, asserting that the initial motion described the state court action, but not the appeal of that action. See *id.* at Docket No. 44.

Does the Court need to await a decision from the Court of Appeals to rule on the Complaint's "cause of action?" If not, the Court is inclined to set litigation dates.

Party Information

Debtor(s):

Charles Wayne Bowman

Represented By

**United States Bankruptcy Court
Central District of California
Northern Division
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Hearing Room 201

9:00 AM

CONT... Charles Wayne Bowman

Chapter 7

Leslie A Tos

Defendant(s):

Charles Wayne Bowman

Represented By
Leslie A Tos

Plaintiff(s):

Julie Bowman

Represented By
Richard E Rossi

Trustee(s):

Jeremy W. Faith (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:23-10157 Baron Brothers Nursery, Inc.

Chapter 7

Adv#: 9:25-01010 Sandra K. McBeth, Chapter 7 Trustee v. Law Offices of Gregory Larson

#5.00 CONT'D Status Conference re: [1] Adversary case 9:25-ap-01010. Complaint by Sandra K. McBeth, Chapter 7 Trustee against Law Offices of Gregory Larson a/k/a Gregory L. Larson, a Professional Corporation, a California corporation. (\$350.00 Fee Charge To Estate). Complaint For: (1) Avoidance, Recovery and Preservation of Actual Fraudulent Transfers [11 U.S.C. §§ 544(b), 550, and 551, Cal. Civ. Code §§ 3439.04(a)(1), 3439.07 and 3439.09]; (2) Avoidance, Recovery and Preservation of Constructive Fraudulent Transfers [11 U.S.C. §§ 544(b), 550, and 551, Cal. Civ. Code §§ 3439.04(a)(2) or 3439.05 and 3439.07] (Attachments: # 1 Adversary Proceeding Cover Sheet) Nature of Suit: (14 (Recovery of money/property - other))

fr. 7-9-25, 8-6-25,

Docket 1

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Baron Brothers Nursery, Inc.

Represented By
William E. Winfield

Defendant(s):

Law Offices of Gregory Larson a/k/a

Represented By
Gregory L Larson

Plaintiff(s):

Sandra K. McBeth, Chapter 7

Represented By
Samuel Mushegh Boyamian

Trustee(s):

Sandra McBeth (TR)

Represented By
Samuel Mushegh Boyamian

**United States Bankruptcy Court
Central District of California
Northern Division
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CONT...

Baron Brothers Nursery, Inc.

Jeremy Faith

Chapter 7

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:24-11215 La Verne Rambla, LLC

Chapter 7

Adv#: 9:25-01029 Jayco Premium Finance of California, Inc. v. La Verne Rambla, LLC et al

#6.00 Status Conference re: [1] Adversary case 9:25-ap-01029. Complaint by Jayco Premium Finance of California, Inc. against La Verne Rambla, LLC, Jeremy W. Faith, Chapter 7 Trustee, Clerk, U.S. District Court, Central District of California, All Persons Unknown Claiming Any Right, Title, Estate, Lien, or Interest in the Property Described in the Complaint Adverse to Plaintiffs Title or Interest, or Any Cloud on Plaintiffs Title Thereto. priority or extent of lien or other interest in property)),(91 (Declaratory judgment))

Docket 1

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

La Verne Rambla, LLC

Represented By
Roseann Frazee

Defendant(s):

La Verne Rambla, LLC

Pro Se

Jeremy W. Faith, Chapter 7 Trustee

Represented By
David Wood

Clerk, U.S. District Court, Central

Represented By
Gavin L Greene

All Persons Unknown Claiming Any

Pro Se

Plaintiff(s):

Jayco Premium Finance of

Represented By
Paul T Martin

Trustee(s):

Jeremy W. Faith (TR)

Represented By

**United States Bankruptcy Court
Central District of California
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CONT...

La Verne Rambla, LLC

David Wood
Sarah Rose Hasselberger

Chapter 7

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:25-10016 David Andrew Hubbell

Chapter 7

Adv#: 9:25-01019 Banc of California, a California state-chartered b v. Hubbell et al

#7.00 CONT'D Hearing re: [8] Defendants' motion to dismiss complaint for failure to state a claim upon which relief can be granted

fr. 7-16-25, 8-20-25, 9-10-25,

Docket 8

Tentative Ruling:

September 10, 2025

Appearances waived.

The hearing on the motion is continued to September 24, 2025, at 9:00 a.m.

August 20, 2025

Appearances waived.

The hearing on the motion is continued to September 10, 2025, at 9:00 a.m.

July 16, 2025

Appearances waived.

The hearing on the motion is continued to August 20, 2025, at 9:00 a.m.

Party Information

Debtor(s):

David Andrew Hubbell

Represented By
Edwin J Rambuski

Defendant(s):

David Andrew Hubbell

Represented By
Edwin J Rambuski

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

CONT... David Andrew Hubbell

Chapter 7

Kristen Dennise Hubbell

Represented By
Edwin J Rambuski

Joint Debtor(s):

Kristen Dennise Hubbell

Represented By
Edwin J Rambuski

Movant(s):

David Andrew Hubbell

Represented By
Edwin J Rambuski

Kristen Dennise Hubbell

Represented By
Edwin J Rambuski

Plaintiff(s):

Banc of California, a California state

Represented By
Raffi Khatchadourian
Jessica M. Simon

Trustee(s):

Sandra McBeth (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:25-10016 David Andrew Hubbell

Chapter 7

Adv#: 9:25-01019 Banc of California, a California state-chartered b v. Hubbell et al

#8.00 CONT'D Hearing re: [20] Defendants' motion to dismiss first amended complaint for failure to state a claim upon which relief can be granted

fr. 7-16-25, 8-20-25, 9-10-25,

Docket 20

Tentative Ruling:

September 10, 2025

Appearances waived.

The hearing on the motion is continued to September 24, 2025, at 9:00 a.m.

August 20, 2025

Appearances waived.

The hearing on the motion is continued to September 10, 2025, at 9:00 a.m.

July 16, 2025

Appearances waived.

The hearing on the motion is continued to August 20, 2025, at 9:00 a.m.

Party Information

Debtor(s):

David Andrew Hubbell

Represented By
Edwin J Rambuski

Defendant(s):

David Andrew Hubbell

Represented By
Edwin J Rambuski

**United States Bankruptcy Court
Central District of California
Northern Division
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

CONT... David Andrew Hubbell

Chapter 7

Kristen Dennise Hubbell

Represented By
Edwin J Rambuski

Joint Debtor(s):

Kristen Dennise Hubbell

Represented By
Edwin J Rambuski

Movant(s):

David Andrew Hubbell

Represented By
Edwin J Rambuski

Kristen Dennise Hubbell

Represented By
Edwin J Rambuski

Plaintiff(s):

Banc of California, a California state

Represented By
Raffi Khatchadourian
Jessica M. Simon

Trustee(s):

Sandra McBeth (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:24-10319 Makat Investments, LLC

Chapter 12

Adv#: 9:24-01038 Jerry Namba, Chapter 7 Trustee for the Estate of 4 v. Makat Investments,

#9.00 CONT'D Hearing re: Order to Show Cause why the Court Should Not
Issue Terminating Sanctions and Judgment against Defendant

fr. 7-31-25, 8-20-25, 9-10-25,

Docket 51

Tentative Ruling:

September 10, 2025

Appearances waived.

The hearing on the show cause order is continued to September 24, 2025, at 9:00 a.m.

August 20, 2025

Appearances waived.

The hearing on the show cause order is continued to September 10, 2025, at 9:00 a.m.

Party Information

Debtor(s):

Makat Investments, LLC

Represented By
Reed H Olmstead

Defendant(s):

Makat Investments, LLC

Represented By
Reed H Olmstead

Plaintiff(s):

Jerry Namba, Chapter 7 Trustee for

Represented By
Timothy J Yoo
Michael G D'Alba

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:24-10319 Makat Investments, LLC

Chapter 12

Adv#: 9:24-01038 Jerry Namba, Chapter 7 Trustee for the Estate of 4 v. Makat Investments,

#10.00 CONT'D Hearing re: [54] Plaintiff's motion for summary judgment

fr. 8-20-25, 9-10-25,

Docket 54

Tentative Ruling:

September 10, 2025

Appearances waived.

The hearing on the motion for summary judgment is continued to September 24, 2025, at 9:00 a.m.

August 20, 2025

Appearances waived.

The hearing on the motion is continued to September 10, 2025, at 9:00 a.m.

Party Information

Debtor(s):

Makat Investments, LLC

Represented By
Reed H Olmstead

Defendant(s):

Makat Investments, LLC

Represented By
Reed H Olmstead

Movant(s):

Jerry Namba, Chapter 7 Trustee for

Represented By
Timothy J Yoo
Michael G D'Alba

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

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9:00 AM

CONT... Makat Investments, LLC

Chapter 12

Plaintiff(s):

Jerry Namba, Chapter 7 Trustee for

Represented By
Timothy J Yoo
Michael G D'Alba

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Northern Division
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:24-10319 Makat Investments, LLC

Chapter 12

Adv#: 9:24-01038 Jerry Namba, Chapter 7 Trustee for the Estate of 4 v. Makat Investments,

#11.00 CONT'D Status Conference re: RE: [1] Adversary case 9:24-ap-01038.
Complaint by Jerry Namba, Chapter 7 Trustee for the Estate of
40800SEGC LLC against Makat Investments, LLC.

fr. 12-4-24, 5-7-25, 6-4-25, 6-27-25, 7-31-25, 8-20-25, 9-10-25,

Docket 1

Tentative Ruling:

September 10, 2025

Appearances waived.

The status conference hearing is continued to September 24, 2025, at 9:00 a.m.

August 20, 2025

Appearances waived.

The status confernece is continued to September 10, 2025, at 9:00 a.m.

June 27, 2025

Appearances required.

The Court has reviewed that *Joint Status Report*. See Docket No. 50. The Court will confirm with Defendant that it has paid to Plaintiff the \$3,720 sanctions award that was due by June 11, 2025. See Docket No. 45, *Order as to Order to Show Cause Why Defendant Makat Investments, LLC, Should Not be Held in Contempt and Sanctioned*.

The Court is inclined to reset the dispositive motion deadline, the pretrial conference, and trial.

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

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9:00 AM

CONT... **Makat Investments, LLC**

Chapter 12

June 4, 2025

See calendar item 17.

May 7, 2025

Appearances required. In person appearance of Defendant's counsel required.

The Court has reviewed that *Joint Status Report*. See Docket No. 23. The Court is inclined to vacate the dispositive motion deadline, pre-trial conference, and trial dates, and reset those dates due to the Defendant's failure to respond to discovery. The Court will also need to set a new discovery cutoff. The Court will hear from the parties as to what those continued dates should be.

December 4, 2024

Appearances required.

The Court has reviewed that *Joint Status Report*. See Docket No. 6. The Court will issue the following litigation deadlines and dates:

March 3, 2025 – Last day to conduct discovery, including receipt of responses

April 9, 2025, at 9:00 a.m. – Last day to have dispositive motions heard

April 23, 2025, at 9:00 a.m. – Pre-trial conference

April 23, 2025, at 9:00 a.m. – Continued status conference

May 8, 2025, at 9:00 a.m. - Trial

Party Information

Debtor(s):

Makat Investments, LLC

Represented By

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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CONT... Makat Investments, LLC

Chapter 12

Reed H Olmstead

Defendant(s):

Makat Investments, LLC

Represented By
Reed H Olmstead

Plaintiff(s):

Jerry Namba, Chapter 7 Trustee for

Represented By
Timothy J Yoo
Michael G D'Alba

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Wednesday, September 24, 2025

Hearing Room 201

9:00 AM

9:24-10301 Haldun T. Yasa

Chapter 7

#12.00 CONT'D Hearing re: [42] Chapter 7 trustee's motion to approve
 compromise of wrongful termination claim

fr. 8-5-25,

Docket 42

Tentative Ruling:

August 5, 2025

Appearances required.

Background

The Debtor was employed by Aramark Services, Inc. ("Aramark") from about 2012 to September 22, 2023. *See* Docket No. 42, p. 3, *Chapter 7 Trustee's Motion to Approve Compromise of Wrongful Termination Claim* (the "Motion"). On November 7, 2023, the Debtor filed suit against Aramark in the Superior Court of the County of Ventura (the "Lawsuit") for discrimination and failure to provide reasonable accommodations. *See id.* at pp. 3 and p. 6.

On March 21, 2024, Haldun T. Yasa (the "Debtor") filed a voluntary petition under Chapter 7 of Title 11 of the United States Code. *See* Docket No. 1, *Voluntary Petition for Individuals Filing for Bankruptcy*. Jerry Namba is the duly appointed Chapter 7 Trustee (the "Trustee").

On September 12, 2024, the Court entered that *Order Approving Application of Chapter 7 Trustee to Employ Elkin Gamboa LLP as Special Counsel* employing Elkin Gamboa LLP ("EG") as special litigation counsel for the Lawsuit. *See* Docket No. 33.

On May 19, 2025, the Trustee, the Debtor, and Aramark entered into that *Confidential Settlement Agreement and General Release* (the "Agreement"). *See* Docket No. 42 at *Exhibit 1*. The Agreement settles the Lawsuit for a gross settlement amount of \$300,000.00 with \$125,385.08 being paid to EG, \$122,230.44 being paid to the Trustee on behalf of the Debtor's bankruptcy estate, and \$52,384.48 being paid to the Debtor. *See id.*, pp. 3-4. The Agreement also provides for mutual releases between

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the Debtor's bankruptcy estate and Aramark with the Lawsuit being dismissed with prejudice. *See id.* at *Exhibit 1*.

On May 27, 2025, the Trustee filed the Motion, seeking the Court's approval of the Agreement. *See* Docket No. 42.

On June 20, 2025, the Court entered that *Order Setting Chapter 7 Trustee's Motion to Approve Compromise of Wrongful Termination Claim for Hearing* (the "Order") in which the Court inquired as to how it was to determine the reasonableness of EG's expenses without the disclosure of those expenses, and the payment of settlement funds to the Debtor prior to the estate's creditors. *See* Docket No. 45.

On July 3, 2025, the Debtor amended his schedules to include, for the first time, the Lawsuit, and claimed three exemptions (C.C.P. § 703.140(b)(5), (b)(11)(B), and (b)(11)(E)) in the Lawsuit. *See* Docket No. 48, *Schedule A/B*, p. 6; and *Schedule C*, p. 8. No party has yet objected to the Debtor's claimed exemptions to the Lawsuit, but creditors have not received notice of the amended schedules and exemptions. *See id.* at pp. 9-10, *Proof of Service of Document*.

Additionally, on July 22, 2025, the Trustee filed that *Declaration of Special Counsel in Support of Chapter 7 Trustee's Motion to Approve Compromise of Wrongful Termination Claim* in which EG lists its costs. *See* Docket No. 49, *Declaration of Michael Elkin*, p. 6.

Notice

Pursuant to Rule 2002(a)(3), "the clerk or the court's designee must give the debtor, the trustee, all creditors, and all indenture trustees at least 21 days' notice by mail of: [] a hearing to approve a compromise or settlement other than an agreement under Rule 4001(d)—unless the court, for cause, orders that notice not be given."

On May 27, 2025, the Trustee filed that *Notice of Chapter 7 Trustee's Motion to Approve Compromise of Wrongful Termination Claim* (the "Notice"). *See* Docket No. 43. On May 27, 2025, the Trustee served the Notice upon the Debtor, the U.S. Trustee, and all creditors via United States Mail, first class, postage prepaid. *See id.* at *Proof of Service of Document*, p. 3-6. Additionally, notice of the Order was served via BNC. *See* Docket No. 47.

This Court's Local Rule 9013-1(f)(1) provides that "each interested party opposing or responding to the motion must file and serve the response [] on the moving party and

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the United States trustee not later than 14 days before the date designated for hearing." Pursuant to this Court's Local Rule 9013-1(h), "if a party does not timely file and serve documents, the court may deem this to be consent to the granting or denial of the motion, as the case may be." This Court takes the default of all non-responding parties that were served with the Notice.

Analysis

Pursuant to Rule 9019(a), "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement."

"The estate is comprised of all the following property, wherever located any by whomever held: (1) ... all legal or equitable interests of the debtor in property as of the commencement of the case. *In re Anderson*, 572 B.R. 743, 747 (B.A.P. 9th Cir. 2017)(internal quotations omitted).

The bankruptcy court has great latitude in approving settlement agreements. *See In re A & C Properties*, 784 F.2d 1377, 1380-81 (9th Cir. 1986). A proposed settlement may only be approved if it is "fair and equitable." *See In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988); *see also In re Guy F. Atkinson Co. of California*, 242 B.R. 497, 502 (B.A.P. 9th Cir. 1999)("At its base, the approval of a settlement turns on the question of whether the compromise is in the best interest of the estate."). Under this standard, the court must consider: (a) the probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (d) the paramount interest of the creditors and a proper deference to their reasonable views in the premises. *See In re Woodson*, 839 F.2d at 620. A court generally gives deference to a trustee's business judgment in deciding whether to settle a matter. *See In re Mickey Thompson Entertainment Group, Inc.*, 292 B.R. 415, 420 (B.A.P. 9th Cir. 2003). "Each factor need not be treated in a vacuum; rather, the factors should be considered as a whole to determine whether the settlement compares favorably with the expected rewards of litigation." *In re W. Funding Inc.*, 550 B.R. 841, 851 (B.A.P. 9th Cir. 2016).

"The law favors compromise, 'and as long as the bankruptcy court amply considered the various factors that determined the reasonableness of the compromise, the court's decision should be affirmed.'" *In re Open Med. Inst., Inc.*, 639 B.R. 169, 181 (B.A.P. 9th Cir. 2022)(citing *In re A & C Props.*, 784 F.2d at 1383)). "Moreover, '[w]hen assessing a compromise, courts need not rule upon disputed facts and questions of

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law, but rather only canvass the issues. A mini trial is not required.'" *Id.* (citing *In re Schmitt*, 215 B.R. 417, 423 (B.A.P. 9th Cir. 1997)).

"The bankruptcy court's decision to approve a compromise is reviewed for abuse of discretion.'" *Id.* at 180 (citing *In re Mickey Thompson Ent. Grp.*, 292 B.R. 415, 420 (B.A.P. 9th Cir. 2003)).

Probability of Success in Litigation

While the Trustee claims that while the Lawsuit does have merit, the Trustee asserts that Aramark has potential valid defenses, and that the probability of success is uncertain. Without more than the Trustee's cursory statements and analysis, the Court is unable to determine the chances of success in further litigation. As such, this factor weighs neither in favor nor against approval of the Agreement.

Collectability

The Trustee states that Aramark is a publicly traded corporation, and that collection would not be an issue. This factor disfavors approval of the Agreement.

Complexity, Expense, Inconvenience, and Delay Attendant to Continued Litigation

The Trustee asserts that while the claims in the Lawsuit are not factually or legally complex, the litigation would be expensive and inconvenient. While further litigation would certainly entail additional delay, the Court fails to understand how additional litigation would be expensive. Is special litigation counsel not paid via a contingency fee agreement, and is the estate not only responsible for the costs? How high would the costs be if the Lawsuit was further litigated? Without more, the Court is unable to determine whether this factor favors approval of the Agreement.

The Interest of Creditors

The Trustee asserts that the Agreement is in the interest of creditors as general unsecured creditors could receive a *pro-rata* distribution of over 60%, but the Court has not been informed what the best result of the Lawsuit might be and how much such a result would cost to obtain. Is it not possible that additional litigation would net general unsecured creditors a greater return?

Further, the Debtor's claimed exemptions, as now amended, have not been served on creditors. *See* 11 U.S.C. § 109(a)(1). It seems to the Court that until parties-in-

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interest understand and have an opportunity to comment on the Debtor's recently claimed exemptions, no monies may be paid to the Debtor on those amended claims of exemption.

Lastly, EG was prepared to represent the Debtor in this matter, with Marquee Law Group, A.P.C. receiving 20% of the 40% EG received in representing the Debtor in the Lawsuit. *See* Docket No. 18, p. 3, lines 3-6. The Court raised the issue of fee sharing, and so there is no 20% to be paid to Marquee Law Group, A.P.C., but does that not mean that EG was prepared, and is prepared, to be paid 32% of the settlement under the Agreement? Meaning, had the Court not prohibited the payment to Marquee Law Group, A.P.C., EG was prepared to receive \$96,000 from the settlement. Why should the delta be paid to EG if EG was never seeking payment of the full 40%?

Party Information

Debtor(s):

Haldun T. Yasa

Represented By
Kenneth H J Henjum

Movant(s):

Jerry Namba (TR)

Represented By
Timothy J Yoo
Michael G D'Alba

Trustee(s):

Jerry Namba (TR)

Represented By
Timothy J Yoo
Michael G D'Alba

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9:25-10631 BKS CAMBRIA LLC

Chapter 7

#13.00 Hearing re: [115] Motion of chapter 7 trustee for order (I) rejecting certain executory contracts and unexpired leases of residential real property under 11 U.S.C. § 365(a); and (II) extending the time to assume or reject all other executory contracts and leases

Docket 115

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

BKS CAMBRIA LLC

Represented By
Wiley P Ramey

Movant(s):

Nancy J Zamora (TR)

Represented By
Jeremy Faith
Jonathan Serrano

Trustee(s):

Nancy J Zamora (TR)

Represented By
Jeremy Faith
Jonathan Serrano

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9:25-10130 San Juanita Aguirre

Chapter 13

#14.00 CONT'D Order to show cause why this bankruptcy case should not be dismissed because the debtor has another case pending

fr. 3-20-25, 5-20-25, 7-15-25, 9-9-25,

Docket 8

Tentative Ruling:

September 9, 2025

Appearances waived.

This matter is continued to September 24, 2025, at 9:00 a.m.

July 15, 2025

See calendar item 23.

May 20, 2025

Appearances required.

Background

On February 2, 2025, a petition for relief under Chapter 13 of Title 11 of the United States Code (the "First Petition") was electronically filed by R. Grace Rodriguez ("Rodriguez") on behalf of San Juanita Aguirre ("Aguirre"). *See* Docket No. 1, *Voluntary Petition for Individuals Filing for Bankruptcy*. The Petition contains Aguirre's signature. *See id.* at p. 6. By signing the First Petition, Aguirre attested, under the penalty of perjury, that they "examined this petition, and [] declare [] that the information provided is true and correct." *See id.* The First Petition was also certified by Rodriguez. *See id.* at p. 7.

On the date the First Petition was filed, Rodriguez also filed, and signed, on behalf of

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CONT... San Juanita Aguirre

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Aguirre, that *Chapter 13 Plan*. See Docket No. 2. Rodriguez also filed on behalf of Aguirre that *Rights and Responsibilities Agreement between Debtor and Attorney for Debtor in a Chapter 13 Case (RARA)* (the "RARA"). See Docket No. 5. The RARA contained Aguirre's electronic signature, denoted by "/s/ San Juanita Aguirre." See *id.* at p. 6.

On February 3, 2025, Leonard Pena ("Pena"), on behalf of Aguirre, also filed a petition for relief under Chapter 13 of Title 11 of the United States Code (the "Second Petition"). See Case No. 9:25-bk-10131-RC, *Voluntary Petition for Individuals Filing for Bankruptcy*. [FN1] The Second Petition provides that no bankruptcy petition had been filed by Aguirre in the prior eight (8) years before the Second Petition was filed. See *id.* at p. 3.

Given the fact that Aguirre had two (2) Chapter 13 cases pending, on February 3, 2025, the Court entered that *Order to Show Cause Why This Bankruptcy Case Should Not Be Dismissed Because the Debtor has Another Case Pending* (the "OSC"). See Docket No. 8. In response to the OSC, on behalf of Aguirre, Pena filed that *Response of San Juanita Aguirre to Order to Show Cause Why This Bankruptcy Case Should Not Be Dismissed Because the Debtor Has Another Pending Case* (the "Aguirre Response"). See Docket No. 14.

Through the Aguirre Response, Aguirre provides that she "did not authorize the filing of [the First Petition] nor were [the First Petition], Schedules and Statements of Financial Affairs review [sic], signed, or filed by her." See *id.* at p. 2, lines 1-4. Aguirre attests that on December 22, 2024, Rodriguez visited her at her home, "and discussed with [her] the Chapter 13 process and generally about [her] debts," and Aguirre gave Rodriguez her "original tax returns for 2022 and 2023 and [her] proof of income." See *id.* at p. 4, lines 3-6. "Rodriguez asked [Aguirre] to sign [her] name 5 times on a blank piece of paper which [Aguirre] did. [Aguirre] asked [Rodriguez] what was the point of [Aguirre] signing 5 times on a blank piece of paper and [Rodriguez] said 'I know why I need them.'" See *id.* at lines 7-10. "Other than the signing of the blank piece of paper [Aguirre] never signed any other documents." *Id.* at lines 11-12. Aguirre attests that "Rodriguez them [sic] told me that she would file my case on January 3, 2025." *Id.* at lines 13-14. Aguirre attests that Rodriguez "told [her] that the total fee for the bankruptcy was \$7,000 but that [Aguirre] need[ed] to pay [Rodriguez] \$2,500.00 up front. [Aguirre] gave [Rodriguez her] debit card and

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[Rodriguez] used her phone to charge [Aguirre] \$2,500.00 and sent [Aguirre] an email receipt." *See id.* at lines 15-19.

Aguirre attests that she did not receive from Rodriguez "a retainer agreement or any other documents." *See id.* at lines 20-21. Aguirre attests that "[a]ll of the signatures that appear in [the First Petition], schedules, and related documents are not mine, I never signed those documents and are forgeries." *See id.* at p. 6, lines 7-11. Aguirre attests that she "never authorized [Rodriguez] to sign [Aguirre's] signature." *See id.* at lines 12-14. Aguirre attests that Rodriguez "never presented me any documents to review that would be filed with the Court. I reviewed the documents she filed in case no. 9:25-bk-10130-RC and I have never seen any of those documents, the documents were not signed by me and are incorrect in many respects." *See id.* at pp. 6-7.

Attached to the Aguirre Response as *Exhibit 1* is a receipt for \$2,500 purportedly paid by Aguirre to The Law Office of R. Grace Rodriguez, dated December 22, 2024. *See id.* at *Exhibit 1*.

Analysis

Pursuant to Fed. R. Bankr. P. 9011(a), "[e]very petition, pleading, written motion, and other document-except a list, schedule, or statement, or an amendment to one of them-must be signed by at least one attorney of record in the attorney's individual name." "By presenting to the court a petition, pleading, written motion, or other document – whether by signing, filing, submitting, or later advocating it – an attorney [] certifies that, to the best of the person's knowledge, information, and belief formed after inquiry reasonable under the circumstances: (1) it is not presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase litigation costs; (2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument to extend, modify, or reverse existing law, or to establish new law; (3) the allegations and factual contentions have evidentiary support-or if specifically identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the denials or factual contentions are warranted on the evidence-or if specifically so identified, are reasonably based on a lack of information or belief." Fed. R. Bankr. P. 9011(b).

"The Court does not consider even the most exigent of circumstances as a justification for an attorney to disregard or ignore the duties of care and due diligence and the

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obligation to make a reasonable inquiry into a debtor's personal and financial circumstances." *In re T.H.*, 529 B.R. 112, 128 (Bankr. E.D. Va. 2015). "[W]hen an attorney files documents electronically in a bankruptcy case, he represents to the court and the world that he has 'secured an originally executed petition [or other document] physically signed by the debtor prior to electronically filing the case [or document].'" *In re Santos*, 616 B.R. 332, 351 (Bankr. N.D. Tex. 2020)(internal citations omitted).

This Court's Local Rule 9011-1(a) provides that "[e]xcept as provided below, every signature on a filed document must be handwritten in ink (holographic)." "Under no circumstances may a reproduction of the same holographic signature be used on multiple pages or in multiple documents." *Id.* "Each page that bears the signature of a person must actually have been signed by the person whose signature appears on such page." *Id.*

Pursuant to Fed. R. Bankr. P. 1008, "[a] petition, list, schedule, statement, and any amendment must be verified or must contain an unsworn declaration under 28 U.S.C. § 1746." "The signature requirement found in Fed. R. Bankr. P. 1008 is 'a means of not only authorizing the filing of those documents, but of verifying, under penalty of perjury, that they [the debtors] have reviewed the information contained therein and that it is true and correct to the best of their knowledge, information and belief.'" *In re Mennona*, 2023 WL 149957 at *15 (citing *In re Bradley*, 495 B.R. 747, 760 (Bankr. S.D. Tex. 2013)). "There are 'no circumstances that would ever justify an attorney filing a petition, any Schedule, or a SOFA [] without first obtaining the debtor's signature...'" *Id.*

"A basic obligation of an attorney filing a bankruptcy petition is that, prior to filing, the attorney obtains the debtor's authorization and original wet signature; this requirement is applicable regardless of the mechanism used to effectuate the filing." *In re T.H.*, 529 B.R. at 136. "In filing a case electronically, as with a paper filing, an attorney represents to this Court that the signatures on the filing are in fact the genuine signatures of the debtor and that the attorney obtained the proper authorization to affix those signatures prior to filing the case." *Id.* at 138 (internal citations omitted). "A rather obvious preliminary step in bankruptcy practice is that 'an attorney needs to know for certain that his client wishes to file for bankruptcy before a petition is filed.'" *In re Mennona*, 2023 WL 149957 *15 (Bankr. D. Colo. 2023)(internal citations omitted).

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"The attorney's role is to provide counsel and advise a potential debtor on the effects and consequences of filing bankruptcy, not to unilaterally make that most personal and important decision on behalf of the individual." *In re T.H.*, 529 B.R. at 137-138.

"If, after notice and a reasonable opportunity to respond, the court determines that (b) has been violated, the court may, subject to the conditions in this subdivision (c), impose an appropriate sanction on any attorney, law firm, or party that committed the violation or is responsible for it." Fed. R. Bankr. P. 9011(c). "On its own, the court may enter an order describing the specific conduct that appears to violate (b) and directing an attorney, law firm, or party to show cause why it has not violated (b)." Fed. R. Bankr. P. 9011(c)(3).

This Court's Local Rule 9011-3(a) provides that "[t]he violation of, or failure to conform to, the FRBP or these rules may subject the offending party or counsel to penalties, including monetary sanctions, the imposition of costs and attorneys' fees payable to opposing counsel, and/or dismissal of the case or proceeding." "There is no duty that the Court finds more unpleasant or less fulfilling than disciplining the attorneys that appear before it. Nonetheless, it is one of the most important duties that the Court must discharge because protecting the integrity of the system is paramount." *In re T.H.*, 529 B.R. at 134.

If the statements of Aguirre in the Aguirre Response are believed, the actions of Rodriguez in the instant case are disturbing on a number of levels. First, Rodriguez purportedly filed the First Petition without Aguirre having even seen the First Petition. In fact, Aguirre's signature was purportedly forged on the First Petition, and on other pleadings, through a cut and paste exercise where Rodriguez had Aguirre sign blank pieces of paper, only to utilize those signatures from those blank pieces of paper on documents filed with this Court, where Aguirre, under penalty of perjury, makes any number of claims, and Rodriguez certifies the same. What is more, Rodriguez certified that Aguirre paid her \$0 prior to February 2, 2025. *See* Docket No. 1, *Disclosure of Compensation of Attorney for Debtor(s)*, p. 51. Aguirre provides a receipt showing that \$2,500 was paid by Aguirre to The Law Office of R. Grace Rodriguez on December 22, 2024, which was the "up front" payment of the \$7,000 Rodriguez was to charge Aguirre. *See* Docket No. 14, p. 4, lines 15-19; *see also Id.* at *Exhibit 1*.

If Aguirre's Response is to be believed, this bankruptcy case was not authorized, and

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San Juanita Aguirre

Chapter 13

perhaps, should be expunged. The Court is inclined to continue the hearing on the OSC to June 12, 2025, at 9:00 a.m. The Court will require the Chapter 13 trustee, Pena, the Office of the United States Trustee, and Rodriguez to appear at the continued hearing. In the interim the Court is inclined to issue an order to show cause why Rodriguez should not be sanctioned in the amount of \$25,000 for her actions outlined herein.

[FN1] Unless otherwise noted, any reference to the Docket refers to the Docket in Case No. 9:25-bk-10130-RC.

Party Information

Debtor(s):

San Juanita Aguirre

Represented By
R Grace Rodriguez
Leonard Pena

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

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9:25-10130 San Juanita Aguirre

Chapter 13

#15.00 CONT'D Order to show cause why the Court should not order sanctions against R. Grace Rodriguez, Esq. in the amount of \$25,000.00

fr. 7-15-25, 9-9-25,

Docket 25

Tentative Ruling:

September 9, 2025

Appearances waived.

This matter is continued to September 24, 2025, at 9:00 a.m.

July 15, 2025

Appearances required. R. Grace Rodriguez, Esq. ("Rodriguez") is to appear, in person. No remote appearances will be allowed for Rodriguez.

On May 23, 2025, the Court entered that *Order to Show Cause Why the Court Should Not Order Sanctions Against R. Grace Rodriguez, Esq. in the Amount of \$25,000.00* (the "OSC"). See Docket No. 25. The OSC required Rodriguez to file and serve a written response to the OSC by June 24, 2025. See *id.* at p. 6, lines 1-2. Rodriguez filed no such response.

San Juanita Aguirre (the "Debtor"), the Office of the United States Trustee, and the Chapter 13 trustee, however, did submit responses to the OSC, all supportive of the Court's levy of sanctions against Rodriguez for Rodriguez's conduct in the instant case. See Docket Nos. 27, 28 and 31, respectively. Most troubling is the Debtor's declaration, which provides that the Debtor signed a blank piece of paper five (5) times, but that piece of paper never included the power of attorney language that Rodriguez filed as *Exhibit B* with that *Declaration of R. Grace Rodriguez Regarding Filing of Bankruptcy* (the "Declaration," Docket No. 22). See Docket No. 27, p. 5, lines 12-27. To be clear, and for the avoidance of any doubt, the Declaration was

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filed under the penalty of perjury.

The purported power of attorney is not dated, notarized, and does not contain any translation or declaration denoting that it was translated to the Debtor, who, the Court understands, is not an English speaker. The purported power of attorney provides that the Debtor is "aware of the contents of [her] petition," but the petition had not been filed, or even prepared, for many weeks after that meeting with the Debtor where Rodriguez obtained the five (5) signatures of the Debtor on what Rodriguez also purports was a power of attorney. How would the Debtor have known of the contents of a petition that was yet to be drafted?

Again, the Court has received nothing from Rodriguez outside of the Declaration.

Party Information

Debtor(s):

San Juanita Aguirre

Represented By
R Grace Rodriguez
Leonard Pena

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

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9:00 AM

9:24-11409 Adelaida Cellars, Inc.

Chapter 11

#16.00 CONT'D Hearing re: [147] Second Stipulation between Debtor and Non-Debtor Parent, KMBG, LLC, to Extend Time Period Under 11 U.S.C. Section 365(d)(4) to Assume Unexpired Non-Residential Real Property Lease

fr. 7-31-25, 8-20-25,

Docket 147

Tentative Ruling:

August 20, 2025

Appearances required.

August 5, 2025

Appearances required.

Party Information

Debtor(s):

Adelaida Cellars, Inc.

Represented By
Hamid R Rafatjoo
Kyra E Andrassy

Movant(s):

Adelaida Cellars, Inc.

Represented By
Hamid R Rafatjoo
Hamid R Rafatjoo
Kyra E Andrassy
Kyra E Andrassy

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1:00 PM

9:24-10608 Brian Morgan Heit

Chapter 7

Adv#: 9:24-01026 Balsam et al v. Heit

#17.00 CONT'D Hearing re: [55] Motion to compel further responses to interrogatories, set one, propounded on defendant Brian Morgan Heit, and for order overruling all objections thereto

fr. 8-6-25, 8-20-25, 9-9-25,

Docket 55

***** VACATED *** REASON: Case dismissed 9/11/2025**

Tentative Ruling:

September 10, 2025

Appearances required.

August 20, 2025

Appearances waived.

The hearing on the motion is continued to September 10, 2025, at 9:00 a.m.

August 6, 2025

Appearances waived.

The hearing on the motion is continued to August 20, 2025, at 9:00 a.m. The record is closed.

Party Information

Debtor(s):

Brian Morgan Heit

Represented By
Marcus G Tiggs
Rachel M Sposato

Defendant(s):

Brian Morgan Heit

Represented By

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CONT... Brian Morgan Heit

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Brian Morgan Heit

Movant(s):

Daniel Balsam

Represented By
Jacob Harker
John J Thyne III

Plaintiff(s):

Daniel Balsam

Represented By
Jacob Harker
John J Thyne III

Jacob Harker

Represented By
Jacob Harker
John J Thyne III

Trustee(s):

Sandra McBeth (TR)

Pro Se

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9:24-10608 Brian Morgan Heit

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Adv#: 9:24-01026 Balsam et al v. Heit

#18.00 CONT'D Hearing re: [58] Motion for monetary and nonmonetary sanctions against defendant Brian Heit for numerous and repeated violations of local rules

fr. 8-6-25, 8-20-25, 9-10-25,

Docket 58

***** VACATED *** REASON: Case dismissed 9/11/2025**

Tentative Ruling:

September 10, 2025

Appearances required.

August 20, 2025

Appearances waived.

The hearing on the motion is continued to September 10, 2025, at 9:00 a.m.

August 6, 2025

Appearances waived.

The hearing on the motion is continued to August 20, 2025, at 9:00 a.m. The record is closed.

Party Information

Debtor(s):

Brian Morgan Heit

Represented By
Marcus G Tiggs
Rachel M Sposato

Defendant(s):

Brian Morgan Heit

Represented By

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CONT... Brian Morgan Heit

Chapter 7

Brian Morgan Heit

Movant(s):

Daniel Balsam

Represented By
Jacob Harker
John J Thyne III

Jacob Harker

Represented By
Jacob Harker
John J Thyne III

Plaintiff(s):

Daniel Balsam

Represented By
Jacob Harker
John J Thyne III

Jacob Harker

Represented By
Jacob Harker
John J Thyne III

Trustee(s):

Sandra McBeth (TR)

Pro Se

**United States Bankruptcy Court
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9:24-10191 AC Fabrication, Inc.

Chapter 11

#19.00 Order to show cause why bankruptcy case should not
be dismissed or converted

Docket 149

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

AC Fabrication, Inc.

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

Trustee(s):

John-Patrick McGinnis Fritz (TR)

Pro Se

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9:24-10191 AC Fabrication, Inc.

Chapter 11

#20.00 CONT'D Post Confirmation Status Conference

fr. 4-9-25, 4-23-25, 5-21-25, 6-18-25, 8-20-25,

Docket 107

Tentative Ruling:

August 20, 2025

Appearances required.

June 18, 2025

Appearances required.

The Court has reviewed that *Supplemental Declaration of Anthony Chaghllassian in Support of Reorganized Debtor's Post-Confirmation Status Report*. See Docket No. 143. The Court will confirm that U.S. Bank and the Sub V Trustee have been paid. If there are any outstanding plan payments, the Court will set an OSC re conversion/dismissal.

May 21, 2025

Appearances required.

The Court has reviewed that *Supplemental Declaration of Anthony Chaghllassian in Support of Reorganized Debtor's Postconfirmation Status Report*. See Docket No. 137. The Debtor asserts that it is \$88,543.79 behind in its effective date payments. See *id.* at p. 5.

Pursuant to *Debtor's Chapter 11 Plan of Reorganization* (the "Plan"), there are a number of effective date payments that the Debtor was required to make. The effective date of the Plan was February 24, 2025. See Docket No. 116. On the effective date of the Plan, U.S. Bank was to be paid \$5,170.33, and \$87,140.95 was to

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CONT... AC Fabrication, Inc.

Chapter 11

be paid to BMO Bank N.A. *See* Docket No. 38, pp. 12-13. BMO Bank N.A. has not been paid \$61,908.79. *See* Docket No. 137, p. 5. The Debtor lists U.S. Bank as being owed \$26,635, but it is not clear to the Court that these are actually due. *See id.* at p. 4. It seems to the Court that these were the post-petition payments made, and the Debtor in-fact made the \$5,170.33 payment. *See id.*

The Court has some concern regarding the Debtor's ability to consummate the Plan. Now, three (3) months from the effective date of the Plan, the Debtor remains no less than \$61,908.79 behind in its required payments. The Court is inclined to issue and order to show cause regarding conversion or dismissal of the case for the Debtor's breach of the terms of the Plan. The Court will want to discuss what the Debtor actually owes U.S. Bank.

April 9, 2025

Appearances required.

The Court has reviewed *Reorganized Debtor's Postconfirmation Status Report*. *See* Docket No. 121. The Court is concerned that the Debtor is delinquent \$73,094.58 in payments due under its plan of reorganization. This is before a final application for approval of fees and expenses is filed by the Debtor's insolvency counsel.

Party Information

Debtor(s):

AC Fabrication, Inc.

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

Trustee(s):

John-Patrick McGinnis Fritz (TR)

Pro Se

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9:25-10005 VH Nutrition, LLC

Chapter 11

#21.00 CONT'D Post Confirmation Status Conference (Subchapter V)

fr. 2-26-25, 5-7-25, 5-21-25, 7-16-25,

Docket 104

Tentative Ruling:

July 16, 2025

Appearances required.

The Court has reviewed that *Status Report re Confirmed Chapter 11 Plan*. See Docket No. 126. Is the Court's understanding that all required plan payments have been made to date, correct?

May 21, 2025

Appearances required.

May 7, 2025

Appearances waived.

The confirmation hearing is currently set for May 21, 2025, at 1:00 p.m. See Docket No. 98. The Court will continue the status conference to May 21, 2025, at 1:00 p.m.

February 26, 2025

Appearances required.

The Court has reviewed that *Subchapter V Status Report*. See Docket No. 51. The Court is inclined to set a confirmation hearing for May 7, 2025, at 1:00 p.m. The Court will hear from the Office of the United Trustee regarding the Debtor's compliance with those *Guidelines and Requirements of Chapter 11 Debtors in Possession*.

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CONT... VH Nutrition, LLC

Chapter 11

Party Information

Debtor(s):

VH Nutrition, LLC

Represented By
William C Beall
Carissa N Horowitz
Ryan W Beall

Trustee(s):

Moriah Douglas Flahaut (TR)

Pro Se

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9:24-11386 Alpinebay Inc.

Chapter 11

#22.00 CONT'D Chapter 11 Status Conference

fr. 1-29-25, 2-26-25, 5-21-25, 8-20-25,

Docket 1

Tentative Ruling:

May 21, 2025

Appearances required.

The Court has reviewed that *Status Conference Report*. See Docket No. 123. The Court will hear from the Office of the United States Trustee regarding the Debtor's compliance with those *Guidelines and Requirements for Chapter 11 Debtors in Possession*.

The Court is inclined to set August 8, 2025, as the deadline for the Debtor to file and serve a disclosure statement, plan of reorganization, a motion to approve the adequacy of the to-be filed disclosure statement, and notice of the hearing thereon. The Court will set a disclosure statement hearing for September 24, 2025, at 1:00 p.m. The Court will continue the status conference to August 20, 2025, at 1:00 p.m., with a status conference report to be filed no later than fourteen (14) days prior to the continued status conference. The Debtor is to upload a scheduling order with these dates within seven (7) days.

February 26, 2025

Appearances required.

The Subchapter V designation having been stricken, the Court is inclined to set a bar date for the Debtor to file a disclosure statement and plan, as well as a disclosure statement hearing. The Court will hear from the Office of the United States Trustee regarding the Debtor's compliance with those *Guidelines and Requirements of Chapter 11 Debtors-in-Possession*.

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CONT...

Alpinebay Inc.

Chapter 11

Party Information

Debtor(s):

Alpinebay Inc.

Represented By
Christopher J. Langley

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1:00 PM

9:24-10909 Ramiro S Silva

Chapter 11

#23.00 CONT'D Hearing re: [115] Motion for entry of an order (1) approving the disclosure statement or, in the alternative, conditionally approving disclosure statement;(2) approving plan solicitation, notice, and voting procedures; (3) establishing plan confirmation procedures; and (4) providing related relief
fr. 4-23-25, 7-9-25,

Docket 115

Tentative Ruling:

July 9, 2025

Appearances required.

Background

Ramiro S. Silva (the "Debtor") filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code on August 8, 2024. *See* Docket No. 1, *Voluntary Petition for Individuals Filing for Bankruptcy*.

On February 28, 2025, the Debtor filed *Debtor Ramiro S. Silva's Chapter 11 Plan of Reorganization* (the "Plan"). *See* Docket No. 109.

On February 28, 2025, the Debtor filed *Debtor Ramiro S. Silva's Disclosure Statement Describing Debtor's Chapter 11 Plan of Reorganization* (the "Disclosure Statement"). *See* Docket No. 108. The Debtor's intended to exit from Chapter 11 is (1) through selling all real property and paying secured creditors with the sale proceeds, and (2) through an earn out from future income, paying general unsecured creditors in full over 60 months via \$9,017.79 monthly payments. *See id.* at pp. 7-8. *The Debtor intends on paying the secured claim of Ford Motor Credit Company, LLC by curing the post-petition arrearages on the effective date of the Plan, and then with the contractual monthly payments thereafter. See id.* at pp. 32-33.

Before the Court is that *Notice of Motion and Motion for Entry of an Order: (1) Approving the Disclosure Statement or, in the Alternative, Conditionally Approving Disclosure Statement; (2) Approving Plan Solicitation, Notice, and Voting*

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CONT... Ramiro S Silva

Chapter 11

Procedures; (3) Establishing Plan Confirmation Procedures; and (4) Providing Related Relief (the "Motion"). See Docket No. 115. Through the Motion, the Debtor seeks approval of the Disclosure Statement pursuant to 11 U.S.C. § 1125(b). See *id.*

Analysis

Pursuant to 11 U.S.C. § 1125(b), "[a]n acceptance or rejection of a plan may not be solicited after the commencement of the case under this title from a holder of a claim or interest with respect to such claim or interest, unless, at the time of or before such solicitation, there is transmitted to such holder the plan or a summary of the plan, and a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information." "[A]dequate information means information of a kind, and in sufficient detail, as 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 such a hypothetical investor of the relevant class to make an informed judgment about the plan..." 11 U.S.C. § 1125(a)(1). "[I]n determining whether a disclosure statement provides adequate information, the court shall consider the complexity of the case, the benefit of additional information to creditors and other parties in interest, and the cost of providing additional information." *Id.* "[T]he determination of what is adequate information is subjective and made on a case by case basis. This determination is largely within the discretion of the bankruptcy court." *In re Brothby*, 303 B.R. 177, 193 (9th Cir. BAP 2003)(citing *In re Texas Extrusion Corp.*, 844 F.2d 1142, 1157 (5th Cir. 1988)). "The purpose of a disclosure statement is to give all creditors a source of information which allows them to make an informed choice regarding the approval or rejection of a plan." *In re Cal. Fidelity, Inc.*, 198 B.R. 567, 571 (9th Cir. BAP 1996).

First, the Disclosure Statement is approximately 4 months stale. The Disclosure Statement does not include all significant case developments such as the sale of two real properties, the employment of special litigation counsel, and the stipulation and evidentiary hearing with Wolfe Canyon Ranch LLC. Additionally, the administrative expenses are significantly underestimated as Knapp, Peterson, and Clarke's interim fee application for \$21,850 is not included and Margulies Faith LLP fee are underestimated.

Second, the Disclosure Statement is not entirely clear regarding the settlement that the

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CONT... Ramiro S Silva

Chapter 11

Debtor has reached with Wolfe Canyon Ranch LLC.

Third, is the Debtor a solvent debtor, that remains solvent throughout the life of the Plan? If so, are unsecured creditors to be paid interest on their claims at the federal judgment rate? *See In re Cardelucci*, 285 F.3d 1231 (9th Cir. 2002). Is there a reason why unsecured creditors are being paid over five (5) years, without interest, whilst the Debtor maintains near, and at times more than \$1 million in cash?

Fourth, on page 24, lines 21-24, the total amount of the property sales is more than \$976,000, is it not?

Fifth, page 10, lines 18-19 should be revised to denote that any opposition to confirmation of the Plan must simply be filed with the Court and served by a date certain.

Lastly, the Disclosure Statement does not address or discuss all pending litigation outside of this Court. Has all this litigation been resolved? If not, is any pending litigation in the state court and district court to be funded by the Debtor's cash on hand, and what risk does further litigating these claims pose to the creditor body? Additionally, the Disclosure Statement does not address a potential claim the Debtor listed from a car accident – will the Debtor pursue this claim, or has this already been resolved?

Party Information

Debtor(s):

Ramiro S Silva

Represented By
Jeremy Faith
Samuel Mushegh Boyamian
Jonathan Serrano
Mitchell B Ludwig

Movant(s):

Ramiro S Silva

Represented By
Jeremy Faith
Samuel Mushegh Boyamian
Jonathan Serrano
Mitchell B Ludwig

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9:24-10909 Ramiro S Silva

Chapter 11

#24.00 CONT'D Chapter 11 Status Conference

fr. 10-9-24, 11-20-24, 4-23-25, 6-4-25, 8-6-25,

Docket 1

Tentative Ruling:

August 6, 2025

Appearances required.

The Court has reviewed *Debtor Ramiro S. Silva's Chapter 11 Status Report*. See Docket No. 219. The Court will hear from the Office of the U.S. Trustee regarding the Debtor's compliance with those *Guidelines and Requirements for Chapter 11 Debtors in Possession*.

Absent any noncompliance, the Court will continue the status conference to September 24, 2025, at 1:00 p.m.

June 4, 2025

Appearances waived.

The Court has reviewed *Debtor Ramiro S. Silva's Chapter 11 Status Report*. See Docket No. 181. The status conference is continued to August 6, 2025, at 1:00 p.m.

April 23, 2025

Appearances required.

November 20, 2024

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**CONT... Ramiro S Silva
Appearances required.**

Chapter 11

The Court has reviewed *Debtor Ramiro S. Silva's Chapter 11 Status Report*. See Docket No. 63. The Court will hear from the Office of the United States Trustee regarding the Debtor's compliance with those *Guidelines and Requirements for Chapter 11 Debtors in Possession*. Assuming full compliance, the Court will set the following dates:

December 23, 2024 – Last day for the Debtor to file and serve a disclosure statement, plan of reorganization, and notice of hearing on approval of the disclosure statement

February 12, 2025, at 1:00 p.m. – Disclosure statement hearing

February 12, 2025, at 1:00 p.m. – Continued status conference

The Debtor is to upload a scheduling order with the above referenced dates within 7 days.

October 9, 2024

Appearances required.

The Court has reviewed that *Chapter 11 Status Conference Report* (the "Report"). See Docket No. 38. The Court has no understanding of the Debtor's exit strategy. To the Court's understanding, there is an avocado orchard that is not producing fruit in amounts that the Debtor expected, causing them to default on the orchard's underlying purchase money loan. Several issues have plagued the orchard's production, including a well water issue and other significant upgrade needs for the orchard. It is unclear if these issues have been corrected, or can be corrected. That purchase money loan is now due. There are no income and expense projections attached to the Report as required by that *Order Setting Initial Status Conference* (the "Order"). See Docket No. 5, p. 5, lines 1-10. If the Debtor intends on a liquidation, that is not disclosed as is required by the Order. See *id.* at lines 17-19.

By all accounts, the instant case was simply filed to forestall collection efforts by a lender of the Debtor. There is no evidence that the Debtor has any ability to

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CONT...

Ramiro S Silva

Chapter 11

reorganize. The point of the Order, at least in part, is to illustrate such ability. The Court is inclined to dismiss this case.

Party Information

Debtor(s):

Ramiro S Silva

Represented By

Jeremy Faith

Samuel Mushegh Boyamian

Jonathan Serrano

Mitchell B Ludwig

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9:25-10329 Global Premier Regency Palms Oxnard, LP

Chapter 11

#25.00 CONT'D Hearing re: [89] Debtor's disclosure statement in support of
debtors first amended chapter 11 plan of reorganization

fr. 9-10-25,

Docket 89

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Global Premier Regency Palms

Represented By
Garrick A Hollander

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9:25-10329 Global Premier Regency Palms Oxnard, LP

Chapter 11

#26.00 CONT'D Hearing re: [116] Debtor's motion (I) to vacate order granting JKO Group LLC's and Blackhawk Solar, LLC's motion for relief from automatic stay; and (II) for sanctions and an award of attorney fees and costs

fr. 9-10-25,

Docket 116

Tentative Ruling:

September 10, 2025

Appearances required.

On August 12, 2025, the Court entered that *Order Granting Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362* (the "Order"), lifting the automatic stay as to JKO Group, LLC ("JKO") and Blackhawk Solar, LLC, regarding a parcel of real property located at 1020 Bismark Way, Oxnard, CA 93003. *See* Docket No. 98. On August 25, 2025, Global Premier Regency Palms Oxnard, LP (the "Debtor") filed that *Notice of Appeal and Statement of Election* (the "Notice of Appeal"). *See* Docket No. 107. The Notice of Appeal relates to the Order. *See id.* at p. 1.

On September 9, 2025, the Debtor filed *Debtor's Motion (I) to Vacate Order Granting JKO Group LLC's and Blackhawk Solar, LLC's Motion for Relief from Automatic Stay; and (II) for Sanctions and an Award of Attorney Fees and Costs* (the "Motion to Vacate"). *See* Docket No. 116. Through the Motion to Vacate, the Debtor requests that this Court vacate the Order pursuant to Fed. R. Civ. P. 60(b)(6), and for sanctions for alleged misconduct of JKO in obtaining the Order. *See id.* at pp. 13-18.

On September 8, 2025, the Court entered that *Order Granting Application and Setting Hearing on Shortened Notice*, setting the Motion to Vacate for "[a]n initial hearing"

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CONT... Global Premier Regency Palms Oxnard, LP

Chapter 11

on September 10, 2025. *See* Docket No. 124.

"Generally, once a party files a notice of appeal, the district court is divested of jurisdiction over any matter which is the subject matter of the appeal." *Hoffman v. Lloyd*, 2012 WL 4857799 *1 (N.D. Cal. 2012)(citing *Griggs v. Provident Consumer Discount Co.*, 459 U.S. 56, 58 (1982)). "To seek Rule 60(b) relief during the pendency of an appeal, 'the proper procedure is to ask the district court whether it wishes to entertain the motion, or to grant it, and then move this court, if appropriate, for remand of the case.'" *Williams v. Woodford*, 384 F.3d 567, 586 (9th Cir. 2004) (citing *Scott v. Younger*, 739 F.2d 1464, 1466 (9th Cir. 1984)).

If the Court understands the Debtor correctly in filing the Motion to Vacate, the Debtor argues that JKO lacked standing, and was not the real party in interest to obtain the Order. This argument appears to be based solely on JKO's alleged assignment of the note and deed of trust as they relate to the Debtor, to another entity, Cantor Group V, LLC, prior to the petition date.

The Court notes as a starting point that the Order is on appeal, depriving the Court of jurisdiction over the Order. Second, if the Court were amenable to considering the Motion to Vacate, must this matter not be remanded first to this Court by the appellate court? Lastly, assuming the answer to both prior questions is, yes, the Court must provide JKO with an opportunity to respond to the Motion to Vacate, and the Debtor an opportunity to respond. Only then could the Court form an opinion as to whether remand should be recommended to the appellate court.

Party Information

Debtor(s):

Global Premier Regency Palms

Represented By
Garrick A Hollander
Peter W Lianides

Movant(s):

Global Premier Regency Palms

Represented By
Garrick A Hollander

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CONT...

Global Premier Regency Palms Oxnard, LP

Peter W Lianides

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