

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

9: -

Chapter 0

#0.00

PLEASE TAKE NOTE:

**THE 10:00 A.M. REAFFIRMATION HEARING CALENDAR
WILL BE IN-PERSON ONLY.**

**THE ZOOM INSTRUCTIONS APPLY TO 9:00 A.M. AND 1:00 P.M.
CALENDARS ONLY.**

Unless ordered otherwise, appearances for matters may be made in-person **in Courtroom 201 at 1415 State Street, Santa Barbara, California, 93101**, by video through ZoomGov, or by telephone through ZoomGov. If appearing through ZoomGov, parties in interest may connect to the video and audio feeds, free of charge, using the connection information provided below. Individuals may participate by ZoomGov video and audio using a personal computer (equipped with camera, microphone and speaker), or a handheld mobile device. Individuals may opt to participate by audio only using a telephone (standard telephone charges may apply).

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT...

Chapter 0

You may obtain the ZoomGov connection details by clicking the hyperlink below or copying and pasting the web address into your browser.

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Neither a Zoom nor a ZoomGov account is necessary to participate, and no preregistration is required. The audio portion of each hearing will be recorded electronically by the Court and that recording will constitute its official record. Recording, retransmitting, photographing, or imaging Court proceedings by any means is strictly prohibited.

Docket 0

Tentative Ruling:

- NONE LISTED -

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

9:23-10209 Robert A Adams

Chapter 7

Adv#: 9:23-01030 JD Financial Group LTD. v. Adams

#1.00 CONT'D Status Conference re: [1] Adversary case 9:23-ap-01030. Complaint by JD Financial Group LTD. against Robert A Adams. Nature[s] of Suit: (62 (Dischargeability - 523(a)(2), false pretenses, false representation, actual fraud)), (68 (Dischargeability - 523(a)(6), willful and malicious injury))

fr. 11-21-24, 4-1-25, 6-23-25, 8-21-25, 8-22-25,

Docket 1

Tentative Ruling:

December 3, 2025

Appearances required.

The Court takes notice that a closing brief has been filed by each party. *See* Docket Nos. 87 and 88. Is this matter now postured for an opinion of the Court?

Party Information

Debtor(s):

Robert A Adams

Represented By
Creig Creig Greaves

Defendant(s):

Robert A Adams

Represented By
Jay M Spillane

Joint Debtor(s):

Marla B Adams

Represented By
Creig Creig Greaves

Plaintiff(s):

JD Financial Group LTD.

Represented By
S Christopher Yoo

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Robert A Adams

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, December 3, 2025

Hearing Room 201

9:00 AM

9:23-10319 Carrie Leigh Sorokin

Chapter 7

Adv#: 9:23-01035 Sorokin v. U.S. Department of Education et al

#2.00 CONT'D Status hearing re: [21] Amended Complaint ; First Amended Complaint to Determine Debt Dischargeable by William E. Winfield on behalf of Carrie Leigh Sorokin against NELNET STUDENT LOAN GRANTOR TRUST 2021-A, U.S. Department of Education. (RE: related document(s)1 Adversary case 9:23-ap-01035. Complaint by Carrie Leigh Sorokin against U.S. Department of Education, Aidvantage, Nelnet Servicing, LLD. (\$350.00 Fee Not Required). Nature of Suit: (63 (Dischargeability - 523(a)(8), student loan))

fr. 1-10-24, 3-6-24, 2-12-25, 5-21-25, 8-6-25, 11-19-25,

Docket 21

Tentative Ruling:

December 3, 2025

Appearances of Plaintiff, Defendant's counsel of record, and a representative of Defendant are required, in-person.

November 19, 2025

Appearances required, in-person.

The Court is in receipt of two (2) separate, and very different pre-trial documents. This Court's Local Rules require that the parties meet and confer regarding the drafting and filing of a joint pre-trial stipulation 28 days prior to the pre-trial conference. That apparently did not occur here. Instead of a single document that contains the information required by the Court to prepare for, and preside over the trial, the Court has two documents that it needs to sync, if that is even possible, to prepare for the pre-trial conference. Plaintiff, who is burdened by this Court's Local Rules with preparing, exchanging with opposing counsel, and ultimately lodging a joint pre-trial stipulation filed their pre-trial document, late.

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Carrie Leigh Sorokin

Chapter 7

August 6, 2025

Appearances required. All parties are to appear in-person. The Court will take no remote appearances.

Before the Court is the status conference in this matter, now solely as between plaintiff Carrie Leigh Sorokin ("Plaintiff") and defendant Nelnet Servicing, LLC ("Defendant"). *See* Docket No. 76.

Pursuant to those *Adversary Proceeding Status Conference Procedures of Judge Ronald A. Clifford III* (the "Procedures"), served on both the Plaintiff and the Defendant, "[a] joint status report prepared using Local Form F 7016-1.STATUS.REPORT must be filed fourteen (14) days before each status conference." *See* Docket No. 2, p. 1. "Failure to file a joint status report may result in the imposition of monetary sanctions and/or the status conference being continued." *Id.* This Court's Local Rule 7016-1(a)(2) provides, "[u]nless otherwise ordered by the court, at least 14 days before the date set for each status conference the parties are required to file a joint status report using mandatory court form F 7016-1.STATUS.REPORT []." Pursuant to this Court's Local Rule 7016-1(f), "if a status conference statement [] is not filed [], the court may order [] [a]n award of monetary sanctions including attorneys' fees against the party at fault and/or counsel, payable to the party not at fault." Pursuant to this Court's Local Rule 9011-3(a), "[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."

No party, much less both parties, has filed a status conference report as required by the Procedures and this Court's Local Rules.

May 21, 2025

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Carrie Leigh Sorokin

Chapter 7

Appearances required.

The Court has reviewed the *Joint Status Report*. See Docket No. 69. The discovery cutoff has passed. The Court will set a pretrial conference and trial date in this matter.

February 12, 2025

Appearances required.

The Court is inclined to set the following litigation deadlines:

Continued status hearing - November 8, 2025, at 9:00 a.m.

Discovery cutoff (including deadline to receive responses) - September 30, 2025

Deadline for dispositive motions to be heard - November 8, 2025, at 9:00 a.m.

Is it the parties' contention that trial is to be in the District Court?

March 6, 2024

Appearances required.

The Court has reviewed the *Joint Status Report*. See Docket No. 32.

The Court is inclined to set the following deadlines:

Continued status hearing - May 8, 2024, at 10:00 a.m.

Discovery cutoff (including deadline to receive responses) - July 1, 2024

Deadline for dispositive motions to be heard - August 21, 2024, at 10:00 a.m.

Pre-trial Conference - September 25, 2024, at 10:00 a.m.

Trial - October 16, 2024, at 9:00 a.m.

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT...

Carrie Leigh Sorokin

Chapter 7

Party Information

Debtor(s):

Carrie Leigh Sorokin

Represented By
William E. Winfield

Defendant(s):

U.S. Department of Education

Represented By
Elan S Levey

NELNET STUDENT LOAN

Represented By
Jonathan C Sandler

Plaintiff(s):

Carrie Leigh Sorokin

Pro Se

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, December 3, 2025

Hearing Room 201

9:00 AM

9:23-10319 Carrie Leigh Sorokin

Chapter 7

Adv#: 9:23-01035 Sorokin v. U.S. Department of Education et al

#3.00 CONT'D Pre-Trial Conference re: [21] Amended Complaint ; First Amended Complaint to Determine Debt Dischargeable by William E. Winfield on behalf of Carrie Leigh Sorokin against NELNET STUDENT LOAN GRANTOR TRUST 2021-A, U.S. Department of Education. (RE: related document(s)1 Adversary case 9:23-ap-01035. Complaint by Carrie Leigh Sorokin against U.S. Department of Education, Aidvantage, Nelnet Servicing, LLD. (\$350.00 Fee Not Required). Nature of Suit: (63 (Dischargeability - 523(a)(8), student loan))

fr. 8-6-25, 11-19-25,

Docket 21

Tentative Ruling:

December 3, 2025

Appearances of Plaintiff, Defendant's counsel of record, and a representative of Defendant are required, in-person.

November 19, 2025

See Calendar Item 4.

August 6, 2025

Appearances required. All parties are to appear in-person. The Court will take no remote appearances.

Before the Court is the pre-trial conference in this matter, now solely as between plaintiff Carrie Leigh Sorokin ("Plaintiff") and defendant Nelnet Servicing, LLC ("Defendant"). *See* Docket No. 76. Pursuant to this Court's Local Rule 7016-1(b)(1)

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Carrie Leigh Sorokin

Chapter 7

(A), "[i]n any adversary proceeding, unless otherwise ordered by the court [], attorneys for the parties (or parties, if not represented by counsel) must prepare a written pretrial stipulation approved by counsel for all parties." This Court's Local Rule 7016-1(b)(1)(B) provides that the "pretrial stipulation must be filed or lodged [] and served not less than 14 days before the date set for the pretrial conference []."

Here, neither Plaintiff nor Defendant have filed with this Court a pretrial stipulation as required by this Court's Local Rules. Defendant has filed that *Motion to Continue Trial and All Related Deadlines*, which motion has not been granted. See Docket No. 90. That motion is scheduled to be heard on August 5, 2025. See Docket No. 96.

As things relate to Plaintiff, counsel to Plaintiff has filed that *Motion by Nelson Comis Kettle & Kinney LLP to Withdraw as Counsel for Plaintiff*. See Docket No. 106.

Neither of the most recent motions filed by Plaintiff or Defendant have been granted. Why, then, have the parties not proceeded with filing and serving a pretrial stipulation in the case that the Court does not grant one or more of the motions?

This Court's Local Rules provide that the failure to file and serve a pretrial stipulation may result in "[a]n award of monetary sanctions including attorneys' fees against the party at fault and/or counsel, payable to the party not at fault," and/or "the entry of an order striking the answer and entering a default."

Party Information

Debtor(s):

Carrie Leigh Sorokin

Represented By
William E. Winfield

Defendant(s):

U.S. Department of Education

Represented By
Elan S Levey

NELNET STUDENT LOAN

Represented By
Jonathan C Sandler

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Carrie Leigh Sorokin

Chapter 7

Plaintiff(s):

Carrie Leigh Sorokin

Pro Se

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, December 3, 2025

Hearing Room 201

9:00 AM

9:23-10601 Ampersand Publishing, LLC

Chapter 7

Adv#: 9:23-01067 Namba v. 715 Anacapa, LLC, a California limited liability c

#4.00 CONT'D Status Conference re: [46] Adversary case 9:23-ap-01067. First Amended Complaint by Jerry Namba against 715 Anacapa, LLC, a California limited liability company, 725 Kellogg, LLC, a California limited liability company, and Wendy McCaw. (Trustee's First Amended Complaint to Avoid and Recover Voidable Transfers; For Declaratory Relief; For Turnover; For Resulting Trust; For Injunctive Relief; For Constructive Trust; For Breach of Fiduciary Duty)

fr. 2-21-24, 3-20-24, 4-24-24, 6-5-24, 7-23-24, 8-7-24, 10-23-24, 11-20-24, 12-4-24, 1-29-25, 3-12-25, 5-7-25,

Docket 46

***** VACATED *** REASON: Hearing continued to 3/25/2026 at 9:00 a.m.
per order entered on 11/21/2025**

Tentative Ruling:

May 7, 2025

Appearances required, in-person, by all counsel.

The Court continued the initial status conference in this adversary proceeding to May 7, 2025, at 9:00 a.m. *See* Docket No. 74. The Court's docket minute entry provides that "[a] joint report shall be filed 14 days prior to the continued status conference." *See id.* Pursuant to those *Adversary Proceeding Status Conference Procedures* (the "Procedures"), "[a] joint status report prepared using Local Form F 7016-1.STATUS.REPORT must be filed fourteen (14) days before each status conference." *See* Docket No. 49, p. 1. "Failure to file a joint status report may result in the imposition of monetary sanctions and/or the status conference being continued." *Id.* This Court's Local Rule 7016-1(a)(2) provides, "[u]nless otherwise ordered by the court, at least 14 days before the date set for each status conference the parties are required to file a joint status report using mandatory court form F 7016-1.STATUS.REPORT []." Pursuant to this Court's Local Rule 7016-1(f), "if a status conference statement [] is not filed [], the court may order [] [a]n award of monetary sanctions including attorneys' fees against the party at fault and/or counsel, payable to the party not at fault." Pursuant to this Court's Local Rule 9011-3(a), "[t]

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Ampersand Publishing, LLC

Chapter 7

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."

The Court finds no status conference report, unilateral, joint, or otherwise. The Court is therefore unable to prepare for the upcoming status conference. The Court will continue the status conference to June 4, 2025, at 9:00 a.m., and require, pursuant to the Procedures and this Court's Local Rules, that a status conference report be filed no less than fourteen (14) days prior to the continued status conference. The Court will issue an order to show cause as to why sanctions in the amount of \$500 should not be levied against both Plaintiff and Defendant for their violations of the Procedures and this Court's Local Rules.

March 12, 2025

Appearances required.

January 29, 2025

Appearances waived.

This matter is continued to March 12, 2025, at 9:00 a.m.

December 4, 2024

Appearances waived.

This matter is continued to January 29, 2025, at 9:00 a.m.

November 20, 2024

Appearances waived.

This matter is continued to December 4, 2024, at 9:00 a.m.

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Ampersand Publishing, LLC

Chapter 7

October 23, 2024

Appearances waived.

This matter is continued to November 20, 2024, at 9:00 a.m.

August 7, 2024

Appearances required.

June 5, 2024

Appearances waived.

This matter is continued to July 23, 2024, at 1:00 p.m.

April 24, 2024

Appearances required.

Party Information

Debtor(s):

Ampersand Publishing, LLC

Represented By
Anthony A. Friedman

Defendant(s):

715 Anacapa, LLC, a California

Represented By
Ashlee N Lin
Zachary Truman Elsea

725 Kellogg, LLC, a California

Represented By
Ashlee N Lin
Zachary Truman Elsea

Wendy McCaw

Represented By
Ashlee N Lin

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Ampersand Publishing, LLC

Chapter 7

Zachary Truman Elsea

Plaintiff(s):

Jerry Namba

Represented By
Tinho Mang
D Edward Hays

Trustee(s):

Jerry Namba (TR)

Represented By
Tinho Mang
D Edward Hays

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

9:22-10735 GCLI, LLC

Chapter 7

Adv#: 9:24-01037 Namba v. Ellis et al

#5.00 CONT'D Status Conference re: [1] Adversary case 9:24-ap-01037. Complaint by Jerry Namba against Richard Ellis, David Ellis, GemCap Solutions, LLC, Gemelli Group, LLC, Gemelli Equities, LLC. (\$350.00 Fee Charge To Estate). Complaint for: (1) Breach of Fiduciary Duty; (2) Avoidance and Recovery of Actual Fraudulent Transfers; (3) Disallowance of Claim; and (4) Subordination of Claim (Attachments: # 1 Adversary Proceeding Cover Sheet) Nature of Suit: (02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy))), (14 (Recovery of money/property - other)), (14 (Recovery of money/property - other)), (81 (Subordination of claim or interest))

fr. 11-20-24, 12-4-24, 12-11-24, 4-23-25, 6-18-25, 7-16-25, 10-8-25,

Docket 1

***** VACATED *** REASON: Hearing continued to 1/28/2026 at 9:00 a.m.
per order entered on 11/20/2025**

Tentative Ruling:

December 11, 2024

Appearances required.

December 4, 2024

Appearances waived.

The Court has reviewed that *Joint Status Report* (the "Report"). See Docket No. 11. Since the Report was filed, a motion under Fed. R. Civ. P. 12(b)(6) has been filed. The Court will continue the status conference to December 11, 2024, at 9:00 a.m.

November 20, 2024

Appearances waived.

The Court has reviewed that *Joint Status Report*. See Docket No. 11. It appears that

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... GCLI, LLC

Chapter 7

this matter is not yet at issue. The Court will continue the status conference to December 4, 2024, at 9:00 a.m., in Courtroom 5D, 411 W. Fourth Street, Santa Ana, California.

Party Information

Debtor(s):

GCLI, LLC

Represented By
William S Brody

Defendant(s):

Richard Ellis

Represented By
Pooya E Sohi
Lyn Agre

David Ellis

Represented By
Pooya E Sohi
Lyn Agre

GemCap Solutions, LLC

Represented By
Pooya E Sohi
Lyn Agre

Gemelli Equities, LLC

Represented By
Pooya E Sohi
Lyn Agre

Plaintiff(s):

Jerry Namba

Represented By
Bradford Barnhardt
D Edward Hays
Laila Rais

Trustee(s):

Jerry Namba (TR)

Represented By
D Edward Hays
Laila Rais
Bradford Barnhardt

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

9:22-10735 GCLI, LLC

Chapter 7

Adv#: 9:23-01065 Gemelli Group, LLC v. Namba et al

#6.00 CONT'D Status Conference re: [1] Adversary case 9:23-ap-01065. Complaint by Gemelli Group, LLC against Jerry Namba, Dentons US LLP.

fr. 2-7-24, 4-10-24, 5-22-24, 7-10-24, 11-5-24, 12-11-24, 4-23-25, 6-18-25,
7-16-25, 10-8-25,

Docket 1

***** VACATED *** REASON: Hearing continued to 1/28/2026 at 9:00 a.m.
per order entered on 11/20/2025**

Tentative Ruling:

December 11, 2024

Appearances required.

November 5, 2024

Appearances required.

The Court has reviewed that *Joint Status Report*. See Docket No. 30. The report noted that the parties may be seeking an extension of the discovery cutoff date, but that date will have passed by the time of the status conference. It also appears that the parties are uninterested in this matter being formally mediated. The Court is inclined to continue the status conference to December 11, 2024, at 9:00 a.m., the time of the pre-trial conference.

July 10, 2024

Appearances required.

The Court has reviewed that *Joint Status Report*. See Docket No. 27. The Court is inclined to set the following litigation dates:

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... GCLI, LLC

Chapter 7

July 26, 2024 - Last day to join other parties and to amend pleadings

October 31, 2024 - Last day to complete discovery, including receipt of responses

November 20, 2024, at 9:00 a.m. - Deadline for dispositive motions to be heard

November 27, 2024 - Deadline to submit pre-trial stipulation and proposed order

December 11, 2024, at 9:00 a.m. - Pre-trial conference (In-person)

March 20, 2025, at 1:00 p.m. (if trial is to be in Santa Barbara) - Trial (In-person)

Plaintiff is to lodge a scheduling order with the above dates within 7 days.

May 22, 2024

Appearances required.

On December 8, 2023, Gemelli Group, LLC ("Plaintiff") filed against Jerry Namba, Chapter 7 trustee (the "Trustee"), and Dentons US LLP that *Complaint for Declaratory Relief* (the "Complaint"). *See* Case No. 9:23-ap-01065-RC, Docket No. 1. Through the Complaint, Plaintiff, as purchaser of certain assets from MidCap Funding XVII Trust and MidCap Funding XVIII Trust after foreclosure, seeks declaratory relief that Plaintiff is the owner of certain of those assets purchased.

Metropolitan Partners Group and its related affiliates have filed a complaint in New York against certain entities related to the principals of GCLI, LLC (the "Debtor"), as well as the Debtor, asserting numerous fraud-based causes of action, including the purchase of the assets at issue in the Complaint by Plaintiff. *See* Case No. 9:22-bk-10735-RC, Docket No. 46, *Exhibit 4*.

The Court has approved a settlement that allows the New York action to continue to conclusion. *See id.* at Docket No. 123, *Order Granting Trustee's Motion to Approve Settlement Agreement with Metropolitan Parties*.

If the New York action, at least in part, is "premised upon the contention that the Strict Foreclosure and then the subsequent transfer of the Select Assets were not valid

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT...

GCLI, LLC

Chapter 7

transfers, but instead comprise a scheme in which MidCap participated with GemCap Parties to defraud creditors," as stated by Gemelli Equities, LLC in its *Opposition to Trustee's Motion to Compromise with Metropolitan Parties* (Docket No. 112, p. 10, lines 21-23), is the Complaint not effectively, if not directly resolved through the New York action? The Trustee's *Answer of Defendant Jerry Namba to Complaint for Declaratory Relief* appears to plead affirmative defenses that principally parrot some of the allegations in the New York action complaint. *See* Case No. 9:23-ap-01065-RC, Docket No. 9. In the interest of comity and judicial and party resources, it seems to make the most sense to allow the New York action to commence, and complete prior to the parties and this Court litigating similar or the same factual and legal issues.

February 7, 2024

Appearances required.

The Court has reviewed the *Joint Status Report* of Gemelli Group, LLC and Jerry Namba. *See* Docket No. 10. Namba asserts that an "amended answer will be filed on or before 1/31/2024." *See id.* at p. 2. The Court finds no such amended answer. It is also not clear what Gemelli Group, LLC's intends to do with Dentons US LLP, as no request for default has been filed.

Party Information

Debtor(s):

GCLI, LLC

Represented By
William S Brody

Defendant(s):

Jerry Namba

Represented By
D Edward Hays
Bradford Barnhardt
Laila Rais

Dentons US LLP

Represented By

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... GCLI, LLC

Chapter 7

Tania M Moyron

DOES 1-100

Pro Se

Plaintiff(s):

Gemelli Group, LLC

Represented By
Nicholas S Couchot
William S Brody
Paul S Arrow
Pooya E Sohi

Trustee(s):

Jerry Namba (TR)

Represented By
D Edward Hays
Laila Rais
Bradford Barnhardt

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

Wednesday, December 3, 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,

#7.00 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, 9-24-25, 10-8-25, 10-22-25, 11-5-25,
11-19-25,

Docket 51

Tentative Ruling:

December 3, 2025

Appearances waived.

The Court will vacate the Show Cause Order given the granting of the summary judgment motion.

November 19, 2025

Appearances required.

November 5, 2025

Appearances waived.

The hearing on the motion is continued to November 19, 2025, at 9:00 a.m. due to the government shutdown. The record is closed.

October 22, 2025

This hearing is continued to November 5, 2025, at 9:00 a.m. due to the

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC
Government Shutdown.

Chapter 12

October 8, 2025

Appearances waived.

The hearing on this matter is continued to October 22, 2025, at 9:00 a.m.

September 24, 2025

Appearances waived.

This hearing is continued to October 8, 2025, at 9:00 a.m.

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

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

Wednesday, December 3, 2025

Hearing Room 201

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
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Wednesday, December 3, 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,

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

fr. 8-20-25, 9-10-25, 9-24-25, 10-8-25, 10-22-25, 11-5-25, 11-19-25,

Docket 54

Tentative Ruling:

December 3, 2025

Appearances waived.

The Motion is granted. Movant is to lodge a conforming order.

November 19, 2025

Appearances required.

Background

In 2015, Alfred Nevis ("Nevis") formed 40800SEGC, LLC ("SEGC"). *See* Docket No. 55, *Plaintiff's Proposed Statement of Uncontroverted Facts and Conclusions of Law*, Uncontroverted Facts ("UCF") #22-23; Docket No. 56, *Exhibit 4*; and Docket No. 60, *Exhibit 35*, p. 827. [FN 1] On or about March 22, 2017, SEGC acquired the real property located at 3705 Nuestro Road, Live Oak, California (the "Property") via grant deed recorded in the Sutter County Recorder's Office as Instrument No. 2017-0003638. *See* Docket No. 4, *Answer to Complaint to: (1) Avoid Transfer; (2) Objecting to Entry for Discharge Pursuant to 11 U.S.C. §§ 523(a)(2); 523(a)(4) 532(a)(6) [sic]* (the "Answer"), ¶11 (admitted); and UCF #31. To purchase the Property, SEGC obtained a loan from AgWest Farm Credit, FLCA ("AgWest") in the amount of \$1,500,000 secured by the Property (the "AgWest Loan"). UCF #30-32. The AgWest Loan required AgWest's consent to any transfer of the Property. *See* Docket No. 56, *Exhibit 12*; and UCF #63.

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

Wednesday, December 3, 2025

Hearing Room

201

9:00 AM

CONT...

Makat Investments, LLC

Chapter 12

On June 29, 2022, Nevis, as the sole trustee of and a beneficiary of the Alfred Nevis Revocable Living Trust (the "Nevis Trust"), created Makat Investments, LLC ("Defendant") by recording articles of incorporation with the Oregon Secretary of State. *See* Docket No. 56, *Exhibit 3*; Docket No. 60, *Exhibit 27* and *Exhibit 28*, pp. 401 and 438-39; and UCF #39 and 43.

On July 21, 2022, SEGC transferred the Property via a grant deed, recorded in the Sutter County Recorder's Office as Instrument No. 2022-0010175 (the "Sutter Deed"), to Defendant (the "Transfer"). *See* Answer, ¶ 12. The Sutter Deed stated that Nevis, as SEGC's "[m]anaging [m]ember," granted SEGC's interest in the Property to Defendant and that the "[d]ocumentary transfer tax is \$0.00 GIFT." *See* Docket No. 56, *Exhibit 6*; and UCF #51-53. **[FN2]**

At the time of the Transfer, Nevis was in control of both SEGC and Defendant, and Defendant admits Nevis was an insider of SEGC. *See* Answer, ¶¶ 16-19. Moreover, at the time of the Transfer, "there was a creditor in existence [] that holds an allowable unsecured claim against SEGC." *See* Answer, ¶ 20.

On October 14, 2022, SEGC filed a state court lawsuit against Nevis, Defendant, and AgWest seeking, among other things, declaratory judgment that the Sutter Deed was void. *See* Docket No. 60, *Exhibit 24*, pp. 312-327; and UDF #89.

On March 26, 2024, Defendant filed a petition for relief under Chapter 12 of Title 11 of the United States Code. *See* Case 9:24-bk-10319-RC (the "Makat Bankruptcy"), Docket No. 1. On September 18, 2024, the Court granted AgWest relief from the automatic stay as to the Property in the Makat Bankruptcy finding that the Makat Bankruptcy was part of a scheme to delay, hinder, or defraud AgWest. *See id.* at Docket No. 50; and UDF #71.

On August 19, 2024 (the "Petition Date"), SEGC filed a petition for relief under Chapter 7 of Title 11 of the United States Code. *See* Case #9:24-bk-10944-RC (the "SEGC Bankruptcy"), Docket No. 1. Jerry Namba is the duly appointed chapter 7 trustee of the SEGC bankruptcy estate (the "Trustee"). *See id.* at Docket No. 4.

On September 27, 2024, the Trustee filed that *Complaint To: (1) Avoid Transfer; (2) Recover Avoided Transfer; (3) Obtain Turnover; And (4) Obtain Accounting* (the "Complaint") against Defendant, alleging six causes of action related to the Transfer:

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

Wednesday, December 3, 2025

Hearing Room

201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

(1) to avoid and recover voidable transfer pursuant to 11 U.S.C. §§ 544(b) and 550(a) and California Civil Code § 3439.04(a)(1) and 3439.07; (2) to avoid and recover voidable transfer pursuant to 11 U.S.C. §§ 544(b) and 550(a) and California Civil Code § 3439.04(a)(2) and 3439.07; (3) to avoid and recover voidable transfer pursuant to 11 U.S.C. §§ 544(b) and 550(a) and California Civil Code § 3439.05 and 3439.07; (4) to recover and preserve avoided transfer pursuant to 11 U.S.C. §§ 550 and 551; (5) for turnover of property pursuant to 11 U.S.C. § 542(a); and (6) for an accounting. *See* Docket No. 1.

Before the Court is *Plaintiff's Notice of Motion and Motion for Summary Judgment* (the "MSJ") in which the Trustee requests that the Court grant judgment on: (1) the first claim for relief – avoiding the Transfer under California's fraudulent transfer law and 11 U.S.C. § 544(b) and recovering the Transfer under 11 U.S.C. § 550; (2) the fourth claim for relief – preserving the Transfer for the benefit of the bankruptcy estate of SEGC; and (3) the fifth claim for relief – requiring immediate turnover of the Property. *See* Docket No. 54.

No opposition or response to the MSJ has been filed.

Analysis

The RJN

Pursuant to Fed. R. Evid. 201(b), "[t]he court may judicially notice a fact that is not subject to reasonable dispute because it: (1) is generally known within the trial court's territorial jurisdiction; or (2) can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned." *See Lee v. City of Los Angeles*, 250 F.3d 668, 688-689 (9th Cir. 2001)("[A] court may take judicial notice of 'matters of public record.'"); *see also Rosal v. First Fed. Bank of Cal.*, 671 F.Supp. 2d 1111, 1120-21 (N.D. Cal. 2009)(court took judicial notice of deed of trust). Judicial notice may be taken "of bankruptcy records in the underlying proceeding..." *In re Tuma*, 916 F.2d 488, 491 (9th Cir. 1990); *see also Neylon v. County of Inyo*, 2016 WL 6834097 * 2 (E.D. Cal. November 21, 2016)("Federal courts may take judicial notice of orders and proceedings in other courts, including transcripts").

Pursuant to Fed. R. Evid. 201(e), "[o]n timely request, a party is entitled to be heard

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

on the propriety of taking judicial notice and the nature of the fact to be noticed."

On July 3, 2025, the Trustee filed *Plaintiff's Request for Judicial Notice in Support of Motion for Summary Judgment* (the "RJN"). See Docket No. 56. Through the RJN, the Trustee requests that the Court take judicial notice of various facts and filings in the instant adversary proceeding, the SEGC Bankruptcy, the Makat Bankruptcy, records from the Oregon Secretary of State, a deed recorded in the Sutter County Recorder's Office; various court filings in a criminal case involving Nevis, and an order from the Sutter County Superior Court (collectively, the "RJN Facts and Documents"). See *id.*

There has been no opposition to the RJN. The facts and documents that compromise the RJN Facts and Documents are appropriate for judicial notice. The Court takes judicial notice of the RJN Fact and Documents.

Summary Adjudication

Under Fed. R. Civ. P. 56(a), made applicable herein by Fed R. Bankr. P. 7056, "[t]he court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." The party seeking summary judgment bears the initial responsibility of demonstrating the absence of a genuine issue of material fact, and establishing that it is entitled to judgment as a matter of law as to those matters upon which it has the burden of proof. See *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). A fact is material when, under the governing substantive law, it could affect the outcome of the case. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A dispute about a material fact is genuine "if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Id.* The opposing party must make an affirmative showing on all matters placed in issue by the motion as to which it has the burden of proof at trial. *Id.* at 324. The substantive law will identify which facts are material. *Id.* Only disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment. *Id.* A factual dispute is genuine where the evidence is such that a reasonable jury could return a verdict for the nonmoving party. *Id.* The court must view the evidence presented on the motion in the light most favorable to the opposing party. *Id.* "Therefore, at summary judgment, the judge must view the evidence in the light most favorable to the nonmoving party: if direct evidence produced by the moving party conflicts with direct evidence produced by the nonmoving party, the judge must assume the truth of

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

Wednesday, December 3, 2025

Hearing Room

201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

the evidence set forth by the nonmoving party with respect to that fact." *T.W. Elec. Serv., Inc. v. Pac. Elec. Contractors Ass'n*, 809 F.2d 626, 630–31 (9th Cir. 1987) (internal citations omitted). In the absence of any disputed material facts, the inquiry shifts to whether the moving party is entitled to judgment as a matter of law. *Celotex Corp. v. Catrett*, 477 U.S. at 323. Furthermore, where intent is at issue, summary judgment is seldom granted. *See Provenz v. Miller*, 102 F.3d 1478, 1489 (9th Cir. 1996), cert. denied, 118 S. Ct. 48 (1997).

"If the moving party meets its initial responsibility, the burden then shifts to the opposing party to establish that a genuine issue as to any material fact actually does exist." *Dokes v. Safeway, Inc.*, 2018 WL 1518562 *3 (E.D. Cal. 2018)(internal citations omitted). Upon a shifting of the burden to the opposing party, the opposing party cannot defeat summary judgment merely by demonstrating "that there is some metaphysical doubt as to the material facts.'" *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986). The opposing party cannot "withstand a motion for summary judgment merely by making allegations." *In re Ikon Office Solutions, Inc., Sec. Lit.*, 277 F.3d 658, 666 (3d Cir. 2002). Rather, the opposing party must "go beyond the pleadings and by her own affidavits, or by 'the depositions, answers to interrogatories, and admissions on file,' designate 'specific facts showing that there is a genuine issue for trial.'" *Celotex Corp. v. Catrett*, 477 U.S. at 324 (quoting Fed. R. Civ. P. 56(e)). "The mere existence of a scintilla of evidence in support of the non-moving party's position is not sufficient. [Citation omitted.]" *Triton Energy Corp. v. Square D Co.*, 68 F.3d 1216, 1221 (9th Cir.1995). To meet this burden, the Ninth Circuit requires that the opposing party "produce at least some significant probative evidence tending to support the complaint." *Id.* at 1222. If the opposing party fails to establish a triable issue on an essential element of its case and upon which it will bear the burden of proof at trial, the moving party is entitled to judgment as a matter of law. *In re Wellman*, 2007 WL 4105275, *1, 3-4 (9th Cir. BAP 2007) (internal citations omitted).

A) Fraudulent Transfer Under California Law

Pursuant to 11 U.S.C. § 544(b), "the trustee may avoid any transfer of an interest of the debtor in property or any obligation incurred by the debtor that is voidable under

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

applicable law by a creditor holding an unsecured claim..."

To start, the Trustee must prove the existence of a creditor at the time of the Transfer, with such creditor holding a claim as of the Petition Date. *See In re Acequia, Inc.*, 34 F.3d 800, 807 (9th Cir. 1994)(citing *In re McDowell*, 87 B.R. 554, 558 (Bankr. S.D. Ill. 1988) ("[T]he existence of a section 544(b) cause of action 'depends upon whether...a creditor existing at the time the transfers were made...still had a viable claim against [the] debtor at the time the bankruptcy petition was filed.'"). Here, Defendant admits "that there was a creditor in existence at the time of the Transfer that holds an allowable unsecured claim against SEGC." *See Answer*, ¶ 20. [FN3]

Under California's Uniform Voidable Transactions Act (Cal. Civ. Code §§ 3439-3439.14), "[a] transfer made or obligation incurred by a debtor is voidable as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation as follows: (1) With actual intent to hinder, delay, or defraud any creditor of the debtor" Cal. Civ. Code § 3439.04.

"Questions involving a person's state of mind ... are generally factual issues inappropriate for resolution by summary judgment." *Braxton-Secret v. A.H. Robins Co.*, 769 F.2d 528, 531 (9th Cir. 1985). "However, where the palpable facts are substantially undisputed, such issues can become questions of law which may be properly decided by summary judgment." *Id.*; *see also FTC v. Network Servs. Depot, Inc.*, 617 F.3d 1127, 1139 (9th Cir. 2010); *In re O'Gorman*, 115 F.4th 1047, 1058 (9th Cir. 2024). "Because direct evidence regarding the debtor's fraudulent or obstructive intent rarely is available, courts typically infer the debtor's intent from the surrounding circumstances. To facilitate this process, [Cal. Civ. Code § 3439.04] enumerates eleven non-exclusive 'badges of fraud'—factors the court can consider in deciding whether the requisite intent existed." *In re Ezra*, 537 B.R. 924, 930 (9th Cir. BAP 2015) (internal citation omitted). *See In re Beverly*, 374 B.R. 221, 235 (9th Cir. BAP 2007); *In re Forbes*, 372 B.R. 321, 331 n. 7 (6th Cir. BAP 2007) (stating that the "badges of fraud" are codified under California law in Cal. Civ. Code § 3439.04(b)).

Pursuant to California Civil Code § 3439.04(b), "[i]n determining actual intent under [section 3439.04(a)(1)], consideration may be given, among other factors, to any or all of the following: (1) Whether the transfer or obligation was to an insider. (2) Whether

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

Wednesday, December 3, 2025

Hearing Room

201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

the debtor retained possession or control of the property transferred after the transfer. (3) Whether the transfer or obligation was disclosed or concealed. (4) Whether before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit. (5) Whether the transfer was of substantially all the debtor's assets. (6) Whether the debtor absconded. (7) Whether the debtor removed or concealed assets. (8) Whether the value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred. (9) Whether the debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred. (10) Whether the transfer occurred shortly before or shortly after a substantial debt was incurred. (11) Whether the debtor transferred the essential assets of the business to a lienor that transferred the assets to an insider of the debtor."

"There is no minimum number of factors that are required to demonstrate fraudulent intent, and only one or two badges of fraud may suffice to find a transfer was made with actual fraudulent intent." *In re Fox Ortega Enters.*, 631 B.R. 425, 445 (Bankr. N.D. Cal. 2021). *See In re Ezra*, 537 B.R. at 931. "[T]he confluence of several [badges of fraud] can constitute conclusive evidence of actual intent to defraud, absent 'significantly clear' evidence of a legitimate supervening purpose." *In re Acequia, Inc.*, 34 F.3d at 806. *See In re O'Gorman*, 115 F.4th at 1058. "[Once] a trustee establishes indicia of fraud [] the burden shifts to the transferee to prove some 'legitimate supervening purpose' for the transfers at issue." *Id.* (quoting *In re Acequia, Inc.*, 34 F.3d at 806).

"In fact, fraudulent intent may be found even where no badges of fraud are found, when otherwise supported by the evidence." *In re Fox Ortega Enters.*, 631 B.R. at 445. *See In re Beverly*, 374 B.R. at 236. "Therefore, this Court must review the badges of fraud together with all other evidence in the record to determine whether the evidence and appropriate inferences establish an overall impression of fraudulent intent." *In re Fox Ortega Enters.*, 631 B.R. at 445.

1) Whether the Transfer was to an insider

First, Defendant admits that "Nevis was able to control the affairs of SEGC such that Nevis qualifies as a person in control of SEGC, and is thus an 'insider' of SEGC

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

under the Bankruptcy Code." *See* Answer, ¶ 17. Nevis directed the payment of SEGC's expenses and managed the Property for SEGC on a day-to-day basis. *See* Answer ¶ 16; Docket No. 60, *Exhibit 28*, pp. 445-447; and UDF # 29 and 35. Also, Nevis signed the Sutter Deed as the "[m]anaging [m]ember" of SEGC, had the sole authority under SEGC's corporate documents to sign the Sutter Deed, and at the time of the Transfer, had the only ownership interest in SEGC. *See* Docket No. 56, *Exhibit 6*; Docket No. 60, *Exhibit 8* and *Exhibit 36*; and UDF ¶¶ 51, 54, and 55.

Second, although the Nevis Trust was the sole member of Defendant, there is no legal distinction between Nevis and the Nevis Trust because the Nevis Trust is revocable. *See* Docket No. 60, *Exhibit 27* and *Exhibit 28*; and UDF # 43. [FN4] What's more, Defendant admits that Nevis was the person in control of it. *See* Answer ¶ 19. Nevis also had the sole authority to access Defendant's funds and whether Defendant would accept property. *See* UDF # 45-47.

Through the Transfer, Nevis effectively came to own and control the Property by way of the Nevis Trust.

The Transfer was to an insider.

2) Whether the transfer was disclosed or concealed

Pursuant to the AgWest Loan, any transfer of the Property needed AgWest's prior written consent and absent such consent, the AgWest Loan would become immediately due. *See* Docket No. 56, *Exhibit 12*; Case # 9:24-bk-10319-RC, Docket No. 50; and UCF # 32, 63, and 71. Despite this, AgWest did not learn of the Transfer until at least May 1, 2023, even though the Transfer had occurred almost a year prior on July 21, 2022. *See id.* *See also* UDF # 62-63. Clearly, and as found prior by this Court, the Transfer was made without the consent of AgWest and was part of a scheme to hinder, delay, or defraud creditors. *See* Case # 9:24-bk-10319-RC, Docket No. 50. Defendant was involved in the scheme and appears to have been created solely for this scheme to conceal the Transfer. *See id.*

The Transfer was concealed from AgWest, a known and undisputed creditor of SEGC.

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT...

Makat Investments, LLC

Chapter 12

**3) Whether before the Transfer was made, the debtor had been
sued or threatened with suit**

In 2022, an \$800,000 judgment against Nevis was renewed. *See* Docket No. 58, *Exhibit 10*, p. 17; and UDF # 61. In April 2022, during a hearing on his request to modify his child support obligation, Nevis was cross-examined in state court about his finances, including his interests in limited liability companies such as SEGC. *See* Docket No. 58, *Exhibit 10*, p. 57; and UDF # 37. At that time, Nevis was also subject to at least two other adverse judgments. *See* Docket No. 58, *Exhibit 10*, p. 17; and UDF # 88. Nevis and SEGC were threatened with suit in 2022 before the Transfer was made due to these various judgements and creditors seeking to collect from Nevis including from his various interest in SEGC and other business entities.

The Transfer was made after suit had been threatened and was a credible threat.

**4) Whether the value of the consideration received by the debtor
was reasonably equivalent to the value of the asset transferred**

The Property is valued at approximately \$3.5 million. *See* Case # 9:24-bk-10319-RC, Docket No. 16, *Schedule A/B*, p. 4; Case # 9:24-bk-10944-RC, Docket No. 1, *Schedule A/B*, p. 12. Yet, the Sutter Deed states the Transfer of the Property was a gift for \$0.00 and was not subject to any transfer tax. *See* Docket No. 56, *Exhibit 6*; and UCF #51-53 [FN5] Further, SEGC's only bank account did not receive any substantial deposit for payment for the Property, but in fact, within a short time of the Transfer said bank account had an almost \$360,000 transfer out. UDF #74-80.

The Transfer was made without SEGC receiving reasonably equivalent value for the Property.

**5) Whether the transfer occurred shortly before or shortly after a
substantial debt was incurred**

On May 17, 2022, Nevis was indicted for wire fraud, aggravated identify theft, and

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

money laundering. *See* Docket No. 56, *Exhibit 18*; and UDF #38. The indictment included forfeiture allegations, stating that if the proceeds of the alleged offenses could not be located, the government would be entitled to the forfeiture of "substitute property." *See id.* On July 18, 2022, Nevis signed the Sutter Deed effecting the Transfer of the Property. *See id.* at *Exhibit 6*, and UDF #49 and 51. Nevis eventually plead guilty to the offenses on September 19, 2023, resulting in an order of restitution for \$1,378,000 and imprisonment. *See id.* at *Exhibit 19*; and UDF # 64.

The Transfer occurred shortly after the indictment and shortly before a substantial debt of over \$1 million in restitution was incurred.

In short, the Court finds that the Transfer by Nevis to the Defendant, an entity he controlled, was done with the intent to hinder, delay, or defraud creditors as there are no less than five (5) badges of fraud present. The Court voids the Transfer.

11 U.S.C. § 550(a)(1)

Pursuant to 11 U.S.C. § 550(a)(1), "to the extent that a transfer is avoided under section 544 [] of this title, the trustee may recover for the benefit of the estate, the property transferred [] from [] the initial transferee of such transfer or the entity for whose benefit such transfer was made."

"The trustee may simultaneously avoid a transfer under 11 USC §544 and seek recovery under 11 USC §550." Cal. Practice Guide, *Bankruptcy*, 21:1556.1 (The Rutter Group 2023). "A recovery action under 11 USC §550 is a supplemental remedy that gives effect to a *previously avoided* transfer." *Id.* at 21:1556.

Here, it is appropriate to enter judgment allowing the Trustee to recover the Property from Defendant under 11 U.S.C. § 550.

Turnover of Property – 11 U.S.C. § 542(a)

Section 542(a) of the Bankruptcy Code grants bankruptcy trustees the power to recover property of the debtor's estate, or such property's value. *Shapiro v. Henderson*, 739 F.3d 1198, 1199 (9th Cir. 2014). Pursuant to 11 U.S.C. § 542(a), "an entity . . . in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease under section 363 of this title, . . . shall deliver to the trustee, and account for, such property or the value of such property, unless such

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

property is of inconsequential value or benefit to the estate." To prevail in a turnover action under Section 542(a) of the Bankruptcy Code, a trustee must establish: (1) that the property of the estate is or was in the possession, custody, or control of an entity during the pendency of the case; (2) that the property may be used by the trustee under Section 363 of the Bankruptcy Code; and (3) that the property has more than inconsequential value or benefit to the estate. *In re Chantel*, 2015 WL 3988985, at *8 (9th Cir. BAP July 1, 2015) (citing *In re Bailey*, 380 B.R. 486, 492 (6th Cir. BAP 2008)). Furthermore, "an essential element of a turnover order, necessarily decided in every turnover ruling, is that the property to be turned over is property of the estate." *In re White*, 389 B.R. 693, 699 (9th Cir. BAP 2008). But present possession of estate property at the time the turnover motion is filed is not a prerequisite for turnover. *Shapiro*, 739 F.3d at 1204. "The trustee has the burden of proving the estate is entitled to a turnover." *In re Jacobson*, 676 F.3d 1193, 1200-01 (9th Cir. 2012) (internal citation omitted).

Here, the Property is property of the Debtor's bankruptcy estate. The Trustee may sell the Property under 11 U.S.C. § 363, and the Property appears to have substantial equity. Defendant is ordered to turn the Property over to the Trustee for the benefit of the SEGC bankruptcy estate.

Conclusion

The Court is inclined to grant the Motion, and enter judgment in favor of the Trustee, and against Defendant, on the first, fourth, and fifth causes of action in the Complaint.

[FN1] Unless otherwise noted, all citations to the docket refer to Case #9:24-ap-01038-RC.

[FN2] Additionally, at the beginning of July 2022, SEGC had over \$363,000.00 in its sole bank account, but as of August 2022 SEGC had a negative balance of \$927.51. See UDF 74-79.

[FN3] SEGC also failed to pay amounts owed to the California Franchise Tax Board for the period ending December 31, 2022. UDF # 50. The Franchise Tax Board is

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

listed as an unsecured creditor on SEGC's schedules and has filed a proof of claim in the SEGC Bankruptcy. *See* Case 9:24-bk-10944-RC, Docket No. 1, *Schedule E/F*; and UDF # 50.

[FN4] Under California Probate Code § 18200, there is "no distinction in California law between property owned by the revocable trust and property owned by the settlor of such a revocable trust during the lifetime of the settlor. [] Property transferred to, or held in, a revocable inter vivos trust is nonetheless deemed the property of the settlor [] [A] settlor with the power to revoke a living trust effectively retains full ownership and control over any property transferred to that trust." *Pac. Cap. Bank, N.A. v. Rivera*, 2012 WL 968006, at *3 n. 3 (Cal. Ct. App. Mar. 22, 2012).

[FN5] The Sutter Deed states that the documentary transfer tax is "\$0.00 GIFT," citing Cal. Rev. & Tax Code § 11930 which states, "[a]ny tax imposed pursuant to this part shall not apply to any deed [] which purports to [] transfer [] realty, or any interest therein, if by reason of such inter vivos gift [] such [] realty, or interests therein are transferred outright to [] any person or entity." *See In re Lebbos*, 2008 WL 1782379, at *2 (Bankr. E.D. Cal. Apr. 17, 2008) (finding no reasonably equivalent value was exchanged when deeds that transferred property referred to Cal. Rev. & Tax Code § 11930).

November 5, 2025

Appearances waived.

The hearing on the motion is continued to November 19, 2025, at 9:00 a.m. due to the government shutdown. The record is closed.

October 22, 2025

This hearing is continued to November 5, 2025, at 9:00 a.m. due to the Government Shutdown.

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

October 8, 2025

Appearances waived.

The hearing on this matter is continued to October 22, 2025, at 9:00 a.m.

September 24, 2025

Appearances waived.

This hearing is continued to October 8, 2025, at 9:00 a.m.

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

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

Timothy J Yoo
Michael G D'Alba

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
Courtroom 201 Calendar**

Wednesday, December 3, 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 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,
9-24-25, 10-8-25, 10-22-25, 11-5-25, 11-19-25,

Docket 1

Tentative Ruling:

December 3, 2025

Appearances waived.

The Court will continue the status conference to January 28, 2026, at 9:00 a.m.

November 19, 2025

Appearances required.

November 5, 2025

Appearances waived.

**The status conference is continued to November 19, 2025, at 9:00 a.m. due to the
government shutdown.**

October 22, 2025

The status conference is continued to November 5, 2025, at 9:00 a.m. due to the

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC
Government Shutdown.

Chapter 12

October 8, 2025

Appearances waived.

The hearing on this matter is continued to October 22, 2025, at 9:00 a.m.

September 24, 2025

Appearances waived.

This hearing is continued to October 8, 2025, at 9:00 a.m.

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 conference 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,

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... **Makat Investments, LLC**
and trial.

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

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Makat Investments, LLC

Chapter 12

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

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

9:24-11382 Christopher Darrell Mitchell

Chapter 7

Adv#: 9:25-01031 Offill v. Mitchell

#10.00 Status Conference re: [1] Adversary case 9:25-ap-01031. Complaint by Todd Offill against Christopher Darrell Mitchell. 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)),(41 (Objection / revocation of discharge - 727(c),(d),(e)))

Docket 1

Tentative Ruling:

December 3, 2025

Appearances waived.

On November 3, 2025, defendant Christopher Darrell Mitchell filed that *Answer to Adversary Complaint* (the "Answer"). See Docket No. 27. The Answer was filed in response to a substitute summons issued on October 2, 2025, and served on October 7, 2025. See Docket Nos. 19 and 24. On November 19, 2025, the Court denied that *Notice of Motion and Motion to Set Aside Entry of Default Pursuant to Federal Rule of Civil Procedure 55(c)* (the "Motion"), as no default had been entered. See Docket No. 29.

The Court reminds plaintiff Todd Ray Offill that they are directed to lodge an order denying the Motion within seven (7) days of the hearing on the Motion. See *id.*

This matter appears to be at issue. The Court will continue the initial status conference to January 14, 2026, at 9:00 a.m. The Court directs the parties to those *Adversary Proceeding Status Conference Procedures* (Docket No. 19), this Court's Local Rule 7016-1(a), Fed. R. Bankr. P. 7026, and Fed. R. Civ. P. 26(f).

Party Information

Debtor(s):

Christopher Darrell Mitchell

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Christopher Darrell Mitchell

Chapter 7

Defendant(s):

Christopher Darrell Mitchell

Pro Se

Plaintiff(s):

Todd Ray Offill

Represented By
Brian M Rothschild

Trustee(s):

Jerry Namba (TR)

Represented By
Bradford Barnhardt

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

9:23-10057 Unlikely Heroes, Inc.

Chapter 7

Adv#: 9:25-01027 McBeth v. Greve

#11.00 Hearing re: [42] Motion to dismiss trustee complaint for turnover,
injunctive relief, and attorney's fees

Docket 42

Tentative Ruling:

December 3, 2025

Appearances required.

Before the Court is that *Motion to Dismiss Trustee Complaint for Turnover, Injunctive Relief, and Attorney's Fees* (the "Motion"). See Docket No. 42. The parties previously informed the Court that this adversary proceeding has been resolved in principle, and that the parties were memorializing their settlement. The Court will hear from the parties about the status of this adversary proceeding, and related thereto, the Motion.

Party Information

Debtor(s):

Unlikely Heroes, Inc.

Represented By
Richard P Towne

Defendant(s):

Erica Greve

Pro Se

Movant(s):

Erica Greve

Pro Se

Plaintiff(s):

Sandra McBeth

Represented By
Ryan W Beall
William C Beall

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Unlikely Heroes, Inc.

Chapter 7

Trustee(s):

Sandra McBeth (TR)

Represented By
William C Beall
Carissa N Horowitz
Ryan W Beall

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

9:23-10420 Kevin Holly

Chapter 7

Adv#: 9:25-01036 Degarimore, Inc. v. Holly

#12.00 Hearing re: [18] Motion to dismiss under FRCP Rule 12(b)(6)

Docket 18

Tentative Ruling:

December 3, 2025

Appearances required.

Background

On September 9, 2025, Degarimore, Inc. ("Plaintiff") filed that *Amended Complaint to Determine Dischargeability of Debt (11 U.S.C. §§ 523(a)(2)(A) and 523(a)(3)(B))* (the "Complaint") as against debtor Kevin T. Holly ("Defendant"), alleging causes of action under 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(3)(B). *See* Docket No. 8. At bottom, through the Complaint, Plaintiff alleges that it lent Defendant \$70,000 in or around August 31, 2016, and in connection with that loan "Defendant represented to Plaintiff that the loan proceeds would be used to acquire and operate a specific business commonly referred to as 'Mail Plus,' and that Plaintiff would receive a pledged transfer of ownership interests in that business as security for repayment." *See id.* at p. 2, lines 20-25. Alas, alleges Plaintiff, "Defendant did not use the loan proceeds as represented and did not effectuate the pledged transfer of ownership interests as promised." *See id.* at p. 3, lines 3-4. After proceedings in the state court to collect on the loan, Plaintiff in or about 2021 obtained a stipulated judgment supported by a settlement agreement whereby "Defendant agree[d] to pay [\$68,000] in full [] by making a minimum payment of [\$300.00] per month for the first six months, and then a minimum of [\$500.00] per month thereafter until the Settlement Amount [was] paid in full..." *See id.* at lines 11-18. Plaintiff alleges that "Defendant failed to satisfy the obligation in full." *See id.* at lines 23-24. "On or about May 30, 2023, Defendant filed a voluntary petition for relief under Chapter 7 in this Court." *See id.*

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... **Kevin Holly**
at lines 25-26.

Chapter 7

On October 24, 2025, Defendant filed *Defendant's Motion to Dismiss Under FRCP Rule 12(b)(6), and Exhibits* (the "Motion"). See Docket No. 18. First, through the Motion, Defendant argues that Plaintiff is collaterally estopped from bringing the Complaint because of the stipulated judgment obtained by Plaintiff in the state court matter. See *id.* at pp. 2-3. Second, Defendant argues that the Complaint is barred in that the Complaint "states debtor obtained a discharge and does not state that the case was an asset case." *Id.* at p. 4, lines 1-10. Third, Defendant claims that the pledge that was to act as security for the loan was in fact provided to Plaintiff by Defendant, albeit not attached to any business. See *id.* at pp. 4-5. Fourth, Defendant argues that modifications to the loan acted as a novation of the loan. See *id.* at pp. 5-6.

Analysis

"A motion to dismiss [pursuant to Fed. R. of Civ. P. 12(b)(6)] will only be granted if the complaint fails to allege 'enough facts to state a claim to relief that is plausible on its face.' 'A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged. The plausibility standard is not akin to a probability requirement, but it asks for more than a sheer possibility that a defendant has acted unlawfully.' 'We accept factual allegations in the complaint as true and construe the pleadings in the light most favorable to the non-moving party.' Although factual allegations are taken as true, we do not 'assume the truth of legal conclusions merely because they are cast in the form of factual allegations.' Therefore, 'conclusory allegations of law and unwarranted inferences are insufficient to defeat a motion to dismiss.'" *Fayer v. Vaughn*, 649 F.3d 1061, 1064 (9th Cir. 2011) (citing, *inter alia*, *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 547, (2007) and *Ashcroft v. Iqbal*, 556 U.S. 662, 678, (2009)).

In evaluating a motion to dismiss, review is "limited to the contents of the complaint." *Clegg v. Cult Awareness Network*, 18 F.3d 752, 754 (9th Cir. 1994). However, without converting the motion to one for summary judgment, exhibits attached to the complaint, as well as matters of public record, may be considered in determining whether dismissal is proper. See *Parks School of Business, Inc. v. Symington*, 51 F.3d 1480, 1484 (9th Cir. 1995); *Mack v. South Bay Beer Distributors, Inc.*, 798 F.2d 1279,

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT...

Kevin Holly

Chapter 7

1282 (9th Cir. 1986). "A court may [also] consider certain materials—documents attached to the complaint, documents incorporated by reference in the complaint, or matters of judicial notice— without converting the motion to dismiss into a motion for summary judgment." *U.S. v. Ritchie*, 342 F.3d 903, 908 (9th Cir. 2003). Other court pleadings, orders and judgments are subject to judicial notice under Fed. R. Evid. 201. *See McVey v. McVey*, 26 F.Supp.3d 980, 983-84 (C.D. Cal. 2014) (aggregating cases) and *Reyn's Pasta Bella, LLC v. Visa USA, Inc.*, 442 F.3d 742, 746 n.6 (9th Cir. 2006) ("We may take judicial notice of court filings and other matters of public record.").

11 U.S.C. § 523(a)(3)(B)

Pursuant to 11 U.S.C. § 523(a)(3)(B), "a discharge under section [11 U.S.C. § 727] does not discharge an individual debtor from any debt neither listed nor scheduled under section 521(a)(1) of this title, with the name, if known to the debtor, or the creditor to whom such debt is owed, in time to permit [] if such debt is of a kind specified in paragraph (2), (4), or (6) of this subsection, timely filing of a proof of claim and timely request for a determination of dischargeability of such debt under one of such paragraphs, unless such creditor had notice or actual knowledge of the case in time for such timely filing and request." "If the debt is of a type covered by 11 U.S.C. § 523(a)(3)(B), it has not been discharged, and is non-dischargeable." *In re Beezley*, 994 F.2d 1433, 1434 (9th Cir. 1993). "Under subsection (a)(3)(B), if a debt has not been scheduled in time for the creditor to seek a determination of dischargeability under section 523(a)(2), (a)(4) or (a)(6), and the debt is of a kind specified in any of those sections, the debt is nondischargeable." 4 *Collier on Bankruptcy* ¶ 523.09[1] (Richard Levin & Henry J. Sommer eds., 16th ed.). "The purpose of § 523(a)(3)(B) is to allow a creditor to file a nondischargeability complaint when it would otherwise be barred by the time limitations of § 523(c) and Bankruptcy Rule 4007(c)." *Cal. Prac. Guide: Bankruptcy* 22.410 (The Rutter Group 2024)(citing *In re Lochrie*, 78 B.R. 257, 259 (9th Cir. BAP 1987)).

The Complaint alleges that "Plaintiff's claim is of a kind specified in § 523(a)(2)," "Defendant failed to list or schedule Plaintiff or Plaintiff's claim in the bankruptcy

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

Wednesday, December 3, 2025

Hearing Room

201

9:00 AM

CONT...

Kevin Holly

Chapter 7

schedules and creditor matrix and did not otherwise give Plaintiff notice of the bankruptcy case," and "Plaintiff did not have notice or actual knowledge of the bankruptcy in time to file a complaint to determine dischargeability by the deadline set by Fed. R. Bankr. P. 4007(c)." *See* Docket No. 8, p. 6, lines 5-11.

The Complaint sufficiently alleges a cause of action under 11 U.S.C. § 523(a)(3)(B).

11 U.S.C. § 523(a)(2)(A)

Pursuant to 11 U.S.C. § 523(a)(2)(A), "a discharge under section [11 U.S.C. § 1328(b)] does not discharge an individual debtor from any debt for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by (A) false pretenses, a false representation, or actual fraud, other than a statement respecting the debtor's or an insider's financial condition..." The Ninth Circuit has consistently held that "making out a claim of non-dischargeability under § 523(a)(2)(A) requires the creditor to demonstrate five elements: (1) the debtor made...representations; (2) that at the time he knew they were false; (3) that he made them with the intention and purpose of deceiving the creditor; (4) that the creditor relied on such representations; [and] (5) that the creditor sustained the alleged loss and damage as the proximate result of the misrepresentations having been made." *In re Sabban*, 600 F.3d 1219, 1222 (9th Cir. 2010)(citing *In re Hashemi*, 104 F.3d 1122, 1125 (9th Cir. 1996)).

"'Congress intended the fullest possible inquiry' to ensure that 'all debts arising out of' fraud are 'excepted from discharge,' no matter their form." *Archer v. Warner*, 538 U.S. 314, 315 (2003)(citing *Brown v. Felsen*, 442 U.S. 127, 138 (1979)). "'[T]he mere fact that a conscientious creditor has previously reduced his claim to judgment should not bar further inquiry into the true nature of the debt." *Id.* Reducing a fraud claim to settlement does not definitively change the nature of the debt for dischargeability purposes. *See id.*

"Novation or not, fraud in the initial application cannot be excused when a loan is

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Kevin Holly

Chapter 7

renewed, particularly where the creditor is unaware of the initial fraud." *In re Gertsch*, 237 B.R. 160, 171 (9th Cir. BAP 1999)(internal citations omitted).

Here, Plaintiff alleges through the Complaint that Defendant made representations to enter into the loan that Defendant knew to be false, resulting in damages. Even taking into account Defendant's argument that the loan was modified and reduced to a judgment, for the purposes of non-dischargeability, is not the above-referenced authority not directly on point?

The Complaint sufficiently alleges a cause of action under 11 U.S.C. § 523(a)(2)(A).

Party Information

Debtor(s):

Kevin Holly

Pro Se

Defendant(s):

Kevin Holly

Represented By
Chris Gautschi

Joint Debtor(s):

Elizabeth Holly

Pro Se

Movant(s):

Kevin Holly

Represented By
Chris Gautschi

Plaintiff(s):

Degarimore, Inc.

Represented By
Jake Y. Jung

Trustee(s):

Jerry Namba (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

9:23-10420 Kevin Holly

Chapter 7

Adv#: 9:25-01036 Degarimore, Inc. v. Holly

#13.00 Status Conference re: [8] Amended Complaint by Jake Y. Jung on behalf of Degarimore, Inc. against Kevin Holly. (RE: related document(s)1 Adversary case 9:25-ap-01036. Complaint by Degarimore, Inc. against Kevin Holly. false pretenses, false representation, actual fraud)) filed by Plaintiff Degarimore, Inc.)

Docket 8

Tentative Ruling:

December 3, 2025

Appearances required, in-person.

Party Information

Debtor(s):

Kevin Holly

Pro Se

Defendant(s):

Kevin Holly

Represented By
Chris Gautschi

Joint Debtor(s):

Elizabeth Holly

Pro Se

Plaintiff(s):

Degarimore, Inc.

Represented By
Jake Y. Jung

Trustee(s):

Jerry Namba (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

9:25-10695 Karen V. Tallent

Chapter 7

Adv#: 9:25-01037 McKibben v. Tallent

#14.00 CONT'D Status Conference re: [1] Adversary case 9:25-ap-01037. Complaint by Keith McKibben against Karen V. Tallent. fraud as fiduciary, embezzlement, larceny)),(68 (Dischargeability - 523(a)(6), willful and malicious injury))

fr. 10-22-25, 11-19-25,

Docket 1

Tentative Ruling:

December 3, 2025

Appearances required, in-person. Trial counsel are required to appear.

The Court continued the prior status conference at the request of the parties to allow a student conference to occur. The Court has reviewed that *Joint Status Report*. See Docket No. 23. The Court is inclined to set the following litigation dates:

December 31, 2025 - Last day to join parties

April 30, 2026 – Last day to complete discovery, including receipt of responses

June 3, 2026, at 9:00 a.m. – Last day for dispositive motions to be heard

July 29, 2026, at 9:00 a.m. – Pre-trial conference

July 29, 2026, at 9:00 a.m. – Continued status conference

August 20, 2026, at noon – Trial, in-person, all witnesses, counsel, and parties

Plaintiff is to lodge a scheduling order within 7 days.

November 19, 2025

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Karen V. Tallent

Chapter 7

Appearances required, in-person. Trial counsel are required to appear.

The Court has reviewed that *Joint Status Report*. See Docket No. 16. The Court is inclined to set the following litigation dates:

April 30, 2026 – Last day to complete discovery, including receipt of responses

June 3, 2026, at 9:00 a.m. – Last day for dispositive motions to be heard

July 29, 2026, at 9:00 a.m. – Pre-trial conference

July 29, 2026, at 9:00 a.m. – Continued status conference

August 20, 2026, at noon – Trial, in-person, all witnesses, counsel, and parties

Plaintiff is to lodge a scheduling order within 7 days.

October 22, 2025

The status conference is continued to November 19, 2025, at 9:00 a.m., which will be held in-person. No remote appearances will be allowed. A status conference report shall be filed pursuant to this Court's Local Rules.

Party Information

Debtor(s):

Karen V. Tallent

Represented By
Edwin J Rambuski

Defendant(s):

Karen V. Tallent

Represented By
Bryan Diaz

Plaintiff(s):

Keith McKibben

Represented By
Kerry A. Moynihan

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT... Karen V. Tallent

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, December 3, 2025

Hearing Room 201

9:00 AM

9:25-10187 Pacer Print

Chapter 11

#15.00 Hearing re: [144] Stipulation between Secured Creditor North Mill Credit Trust and Debtor Pacer Print for Adequate Protection Order

Docket 144

Tentative Ruling:

December 3, 2025

Appearances required.

Before the Court is that *Stipulation for Entry of Adequate Protection Order* (the "Stipulation"), as between Pacer Print (the "Debtor") and North Mill Credit Trust (the "Creditor"). *See* Docket No. 144. The Stipulation relates to a 2021 Grafisk Maskinfabrik America Model DC330 MINI, Mini Basic Finishing Solution Converting Line Machine, Serial Number 119408 (the "Equipment"), which Equipment the parties agree serve as collateral for amounts the Debtor owes the Creditor, pre-petition. *See id.* at p. 1, lines 20-25. Under the terms of the Stipulation, the Debtor has agreed to make adequate protection payments of \$1,500 per month to the Creditor on account of the Debtor's continued use of the Equipment. *See id.* at p. 2, lines 9-11.

On October 17, 2025, the Court entered that *Order Setting Stipulation for Entry of Adequate Protection Order for Hearing* (the "Order"). *See* Docket No. 145. The Order set the Stipulation for hearing, and posed several queries. First, the Court noted that it was not clear that the Debtor's use of cash collateral, as previously ordered by the Court, allowed for the payment of the amounts contained in the Stipulation. *See id.* at p. 2, lines 9-14. Given the bringing of the Stipulation, it appears that the current cash collateral order may not serve the same purpose as the Stipulation. If the current stipulation to use cash collateral does in-fact contain the proposed adequate protection payments to the Creditor, perhaps this issue is settled. If not, the Court will require from the Debtor the authority it has to utilize the cash collateral of another creditor for the purposes sought through the Stipulation without that creditor's consent, or the

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

Wednesday, December 3, 2025

Hearing Room 201

9:00 AM

CONT...

Pacer Print

Chapter 11

finding of adequate protection of that creditor's collateral position in order to make the adequate protection payments to the Creditor. Second, the Court noted that the Debtor scheduled the Equipment at a value of \$75,000, and that the Creditor filed a proof of claim for \$37,978.39, thus raising the issue of an equity cushion as adequate protection. *See id.* at lines 16-20.

Party Information

Debtor(s):

Pacer Print

Represented By
Steven R Fox

Movant(s):

NORTH MILL CREDIT TRUST

Represented By
Raffi Khatchadourian

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-10901 Jesus Camacho Vidriales

Chapter 7

#16.00 CONT'D Hearing re: [13] Reaffirmation agreement between debtor
and Bungalow Funding, LLC

fr. 11-5-25,

Docket 13

Tentative Ruling:

December 3, 2025

No appearances required.

Court approval of the agreement is not required to reaffirm a consumer debt secured by real property. *See* 11 U.S.C. § 524(c)(6)(B); *see also In re Grisham*, 436 B.R. 896, 905 n.6 (Bankr. N.D. Tex. 2010) (citing 4 COLLIER ON BANKRUPTCY ¶ 524.04, pp. 524–41 (16th ed. 2009)); *see also In re Rhodes*, 635 B.R. 849, 859-860 (Bankr. S.D. Cal. 2021) (citations omitted).

Party Information

Debtor(s):

Jesus Camacho Vidriales

Represented By
Michael B Clayton

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-10914 Dennis Blaine Damron and Violet Faye Damron

Chapter 7

#17.00 Hearing re: [13] Reaffirmation agreement between debtor and Towd Point Mortgage Trust 2020-2, U.S. Bank National Association, as Indenture Trustee (269 Rice Ranch Rd., Santa Maria, CA 93455)

Docket 13

Tentative Ruling:

December 3, 2025

No appearances required.

Court approval of the agreement is not required to reaffirm a consumer debt secured by real property. *See* 11 U.S.C. § 524(c)(6)(B); *see also In re Grisham*, 436 B.R. 896, 905 n.6 (Bankr. N.D. Tex. 2010) (citing 4 COLLIER ON BANKRUPTCY ¶ 524.04, pp. 524–41 (16th ed. 2009)); *see also In re Rhodes*, 635 B.R. 849, 859-860 (Bankr. S.D. Cal. 2021) (citations omitted).

Party Information

Debtor(s):

Dennis Blaine Damron

Represented By
Michael B Clayton

Joint Debtor(s):

Violet Faye Damron

Represented By
Michael B Clayton

Trustee(s):

Amy L Goldman (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room

201

10:00 AM

9:25-10919 Robyn Louise Olsen

Chapter 7

#18.00 CONT'D Hearing re: [19] Reaffirmation agreement between debtor
and BMW Bank of North America (2020 Mini Cooper Wagon 2D)

fr. 10-8-25, 11-5-25,

Docket 19

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Robyn Louise Olsen

Pro Se

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room

201

10:00 AM

9:25-11014 Deborah Garvin

Chapter 7

#19.00 CONT'D Hearing re: [11] Reaffirmation agreement between debtor
and OneMain Financial Group, LLC (2011 Chevrolet Suburban)

fr. 10-8-25, 11-5-25,

Docket 11

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Deborah Garvin

Represented By
Todd J Mannis

Trustee(s):

Nancy J Zamora (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11041 Esmeralda Camacho

Chapter 7

#20.00 CONT'D Hearing re: [9] Reaffirmation agreement between debtor and
CoastHills Federal Credit Union (2016 Dodge Journey)

fr. 11-5-25,

Docket 9

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Esmeralda Camacho

Pro Se

Trustee(s):

Sandra McBeth (TR)

Pro Se

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

Ronald A Clifford III, Presiding

Courtroom 201 Calendar

Hearing Room 201

9:25-11050 **Stephen Wallace Krozser and Barbara Patricia Banuelos** **Chapter 7**

#21.00 CONT'D Hearing re: [11] Reaffirmation agreement between Debtor and Toyota Motor Credit Corporation (2016 Toyota Tundra)

fr. 11-5-25.

Docket 11

***** VACATED *** REASON: Case dismissed 11/03/2025**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Stephen Wallace Krozser Pro Se

Joint Debtor(s):

Barbara Patricia Banuelos Pro Se

Trustee(s):

David Keith Gottlieb (TR) Pro Se

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

Wednesday, December 3, 2025

Hearing Room

201

10:00 AM

9:25-11057 Kirk Alex Yang

Chapter 7

#22.00 CONT'D Hearing re: [8] Reaffirmation agreement between debtor and
Global Lending Services LLC (2025 Honda Civic)

fr. 11-5-25,

Docket 8

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Kirk Alex Yang

Represented By
Daniel King

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, December 3, 2025

Hearing Room

201

10:00 AM

9:25-11092 Brian Keith Bergman

Chapter 7

#23.00 Hearing re: [14] Reaffirmation agreement between debtor and Nationstar Mortgage LLC (5735 Portola Rd., Atascadero, CA 93422)

Docket 14

Tentative Ruling:

December 3, 2025

No appearances required.

Court approval of the agreement is not required to reaffirm a consumer debt secured by real property. *See* 11 U.S.C. § 524(c)(6)(B); *see also In re Grisham*, 436 B.R. 896, 905 n.6 (Bankr. N.D. Tex. 2010) (citing 4 COLLIER ON BANKRUPTCY ¶ 524.04, pp. 524–41 (16th ed. 2009)); *see also In re Rhodes*, 635 B.R. 849, 859-860 (Bankr. S.D. Cal. 2021) (citations omitted).

Party Information

Debtor(s):

Brian Keith Bergman

Represented By
Kevin Tang

Trustee(s):

Jeremy W. Faith (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11111 Aryanna Beatriz Reyes

Chapter 7

#24.00 Hearing re: [10] Reaffirmation agreement between debtor and
CoastHills Federal Credit Union (2020 Chevrolet Blazer)

Docket 10

Tentative Ruling:

December 3, 2025

No appearance required.

No court approval of the reaffirmation agreement is required. *See In re Ong*, 461 B.R.
559 (9th Cir. BAP 2011).

Party Information

Debtor(s):

Aryanna Beatriz Reyes

Represented By
Christian J Younger

Trustee(s):

Amy L Goldman (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11112 Norberto M. Paz and Edica G. Paz

Chapter 7

#25.00 Hearing re: [21] Reaffirmation agreement between debtor and
American Honda Finance Corporation (2024 Honda Accord)

Docket 21

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Norberto M. Paz

Represented By
Gary R Colegrove

Joint Debtor(s):

Edica G. Paz

Represented By
Gary R Colegrove

Trustee(s):

Amy L Goldman (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room

201

10:00 AM

9:25-11112 Norberto M. Paz and Edica G. Paz

Chapter 7

#26.00 Hearing re: [22] Reaffirmation agreement between debtor and Wells Fargo Bank, N.A. (1023 Lombard St., Oxnard, CA 93030)

Docket 22

Tentative Ruling:

December 3, 2025

No appearances required.

Court approval of the agreement is not required to reaffirm a consumer debt secured by real property. *See* 11 U.S.C. § 524(c)(6)(B); *see also In re Grisham*, 436 B.R. 896, 905 n.6 (Bankr. N.D. Tex. 2010) (citing 4 Collier On Bankruptcy ¶ 524.04, pp. 524–41 (16th ed. 2009)); *see also In re Rhodes*, 635 B.R. 849, 859-860 (Bankr. S.D. Cal. 2021) (citations omitted).

Party Information

Debtor(s):

Norberto M. Paz

Represented By
Gary R Colegrove

Joint Debtor(s):

Edica G. Paz

Represented By
Gary R Colegrove

Trustee(s):

Amy L Goldman (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room

201

10:00 AM

9:25-11119 Oscar Luis Perez Sanchez

Chapter 7

#27.00 CONT'D Hearing re: [10] Reaffirmation agreement between debtor and American Honda Finance Corporation (2021 Honda Pilot)

fr. 11-5-25,

Docket 10

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Oscar Luis Perez Sanchez

Represented By
Michael B Clayton

Trustee(s):

Jeremy W. Faith (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11129 David Matthew Duran and Rose Stapp Duran

Chapter 7

#28.00 Hearing re: [14] Reaffirmation agreement between debtor and Mercedes-Benz Financial Services USA LLC (2019 Mercedes-Benz GLC 300W)

Docket 14

Tentative Ruling:

December 3, 2025

No appearance required.

No court approval of the reaffirmation agreement is required. *See In re Ong*, 461 B.R. 559 (9th Cir. BAP 2011).

Party Information

Debtor(s):

David Matthew Duran

Represented By
Roy M Holland

Joint Debtor(s):

Rose Stapp Duran

Represented By
Roy M Holland

Trustee(s):

Jeremy W. Faith (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11140 David H George and Susan Marie George

Chapter 7

#29.00 Hearing re: [14] Reaffirmation agreement between debtor and LoanDepot.com, LLC (4350 Guerro Drive, Guadalupe, CA 93434)

Docket 14

Tentative Ruling:

December 3, 2025

No appearances required.

Court approval of the agreement is not required to reaffirm a consumer debt secured by real property. *See* 11 U.S.C. § 524(c)(6)(B); *see also In re Grisham*, 436 B.R. 896, 905 n.6 (Bankr. N.D. Tex. 2010) (citing 4 COLLIER ON BANKRUPTCY ¶ 524.04, pp. 524–41 (16th ed. 2009)); *see also In re Rhodes*, 635 B.R. 849, 859-860 (Bankr. S.D. Cal. 2021) (citations omitted).

Party Information

Debtor(s):

David H George

Represented By
Michael B Clayton

Joint Debtor(s):

Susan Marie George

Represented By
Michael B Clayton

Trustee(s):

Jeremy W. Faith (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11140 David H George and Susan Marie George

Chapter 7

#30.00 Hearing re: [17] Reaffirmation agreement between debtor and
CoastHills Federal Credit Union (2022 Chevrolet Malibu)

Docket 17

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

David H George

Represented By
Michael B Clayton

Joint Debtor(s):

Susan Marie George

Represented By
Michael B Clayton

Trustee(s):

Jeremy W. Faith (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11149 Jorge Alberto Mora and Mirella Mora

Chapter 7

#31.00 CONT'D Hearing re: [9] Reaffirmation agreement between debtor and
Toyota Motor Credit Corporation (2022 Lexus RX 350)

fr. 11-5-25,

Docket 9

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Jorge Alberto Mora

Represented By
Michael B Clayton

Joint Debtor(s):

Mirella Mora

Represented By
Michael B Clayton

Trustee(s):

Nancy J Zamora (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11167 Hector Daniel Fonseca and Chalsea Tiffany Macias

Chapter 7

#32.00 Hearing re: [11] Reaffirmation agreement between debtor
and Ally Bank (2024 Ford Bronco)

Docket 11

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Hector Daniel Fonseca

Represented By
Daniel A Higson

Joint Debtor(s):

Chalsea Tiffany Macias

Represented By
Daniel A Higson

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, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11172 Gennine Rae Favazzo

Chapter 7

#33.00 CONT'D Hearing re: [10] Reaffirmation agreement between debtor
and TD Bank, N.A. (2020 Subaru Crosstrek)

fr. 11-5-25,

Docket 10

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Gennine Rae Favazzo

Represented By
Daniel A Higson

Trustee(s):

Nancy J Zamora (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room

201

10:00 AM

9:25-11178 Gino Novoa

Chapter 7

#34.00 CONT'D Hearing re: [8] Reaffirmation agreement between debtor and Ford Motor Credit Company LLC (2024 Ford Ranger Crew Cab)

fr. 11-5-25,

Docket 8

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Gino Novoa

Represented By
Linda Selig Blonsley

Trustee(s):

Nancy J Zamora (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11206 Stephen Holland and Brandi Holland

Chapter 7

#35.00 Hearing re: [12] Reaffirmation agreement between debtor
and VW Credit, Inc. (2020 Volkswagen Tiguan)

Docket 12

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Stephen Holland

Represented By
Steven Abraham Wolvek

Joint Debtor(s):

Brandi Holland

Represented By
Steven Abraham Wolvek

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, December 3, 2025

Hearing Room

201

10:00 AM

9:25-11212 Lawrence Zepeda

Chapter 7

#36.00 CONT'D Hearing re: [7] Reaffirmation agreement between debtor and
Toyota Motor Credit Corporation (2016 Toyota Tundra)

fr. 11-5-25,

Docket 7

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Lawrence Zepeda

Represented By
Karen L Grant

Trustee(s):

Jeremy W. Faith (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11253 Noah Levi Briley

Chapter 7

**#37.00 Hearing re: [8] Reaffirmation agreement between debtor and
Toyota Motor Credit Corporation (2020 Toyota Camry)**

Docket 8

Tentative Ruling:

December 3, 2025

No appearance required.

No court approval of the reaffirmation agreement is required. *See In re Ong*, 461 B.R. 559 (9th Cir. BAP 2011).

Party Information

Debtor(s):

Noah Levi Briley

Represented By
Leslie A Tos

Trustee(s):

Amy L Goldman (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11270 Arleen Herrera

Chapter 7

#38.00 Hearing re: [10] Reaffirmation agreement between debtor and Nationstar Mortgage LLC (711 Cordial Ct., Santa Maria, CA 93458)

Docket 10

Tentative Ruling:

December 3, 2025

No appearances required.

Court approval of the agreement is not required to reaffirm a consumer debt secured by real property. *See* 11 U.S.C. § 524(c)(6)(B); *see also In re Grisham*, 436 B.R. 896, 905 n.6 (Bankr. N.D. Tex. 2010) (citing 4 COLLIER ON BANKRUPTCY ¶ 524.04, pp. 524-41 (16th ed. 2009)); *see also In re Rhodes*, 635 B.R. 849, 859-860 (Bankr. S.D. Cal. 2021) (citations omitted).

Party Information

Debtor(s):

Arleen Herrera

Represented By
Michael B Clayton

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11282 Roberto Bojorquez

Chapter 7

#39.00 Hearing re: [12] Reaffirmation agreement between debtor
and Ally Bank (2025 Tesla Model 3 Sedan 4D)

Docket 12

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Roberto Bojorquez

Pro Se

Trustee(s):

Amy L Goldman (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11282 Roberto Bojorquez

Chapter 7

#40.00 Hearing re: [18] Reaffirmation agreement between debtor
and Ally Bank (2021 Toyota RAV4)

Docket 18

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Roberto Bojorquez

Pro Se

Trustee(s):

Amy L Goldman (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11320 Elisia Dannielle Navarro

Chapter 7

#41.00 Hearing re: [7] Reaffirmation agreement between debtor and
Logix Federal Credit Union (2018 Dodge Durango)

Docket 7

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Elisia Dannielle Navarro

Represented By
Steven Abraham Wolvek

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

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

Wednesday, December 3, 2025

Hearing Room 201

10:00 AM

9:25-11369 Kevin Hernandez-Cortez

Chapter 7

#42.00 Hearing re: [11] Reaffirmation agreement between debtor and
Hyundai Capital America dba Kia Finance (2024 Kia Tellunde)

Docket 11

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Kevin Hernandez-Cortez

Represented By
Michael B Clayton

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, December 3, 2025

Hearing Room

201

10:00 AM

9:25-11374 Ali Joseph Safai

Chapter 7

#43.00 Hearing re: [17] Reaffirmation agreement between debtor
and TD Bank, N.A. (2023 Tesla Model 3)

Docket 17

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Ali Joseph Safai

Represented By
Marjan Alitalaei

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, December 3, 2025

Hearing Room 201

1:00 PM

9:23-10454 Global Premier Regency Palms Palmdale, LP

Chapter 11

#44.00 Post Confirmation Status Conference

Docket 176

Tentative Ruling:

December 3, 2025

Appearances required.

The Court has reviewed that *Chapter 11 Post Confirmation Case Status Report*. See Docket No. 200. The Court will hear from the Debtor as to the payments required by December 1, 2025, to classes of claims 2, 4 and 8, and allowed Chapter 11 administrative claims. The Court will hear from the Office of the United States Trustee regarding any concerns.

As the Court has not yet found filed a motion for final decree, and presuming all plan payments have been made and the Office of the United States Trustee has no issues, it is inclined to continue the post-confirmation status conference to March 25, 2026, at 1:00 p.m.

Party Information

Debtor(s):

Global Premier Regency Palms

Represented By
Garrick A Hollander
Matthew J Stockl
Peter W Lianides

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

9:25-10915 Outer Aisle Gourmet, LLC

Chapter 11

#45.00 CONT'D Chapter 11 Status Conference

fr. 9-10-25,

Docket 1

Tentative Ruling:

December 3, 2025

Appearances waived.

The Court has reviewed that *Status Report*. See Docket No. 118. The Court will continue the status conference to December 10, 2025, at 1:00 p.m. The Court will waive the requirement that the Debtor file a status conference report prior to the December 10, 2025, status conference.

September 10, 2025

Appearances required.

The Court has reviewed that *Initial Status Report* (the "Report"). See Docket No. 68. The Court will establish October 27, 2025, as the last day for parties to file proofs of claim. The Debtor shall provide notice to parties of the last day to file proofs of claim on or before October 2, 2025. 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 continue the status conference to December 3, 2025, at 1:00 p.m. The Debtor shall lodge a scheduling order, noting the continued status conference and the claims bar date, within 7 days.

Party Information

Debtor(s):

Outer Aisle Gourmet, LLC

Represented By
Garrick A Hollander

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

CONT...

Outer Aisle Gourmet, LLC

Jordyn Paperny

Chapter 11

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

9:25-11352 Westside Tow and Transport Inc.

Chapter 11

#46.00 Chapter 11 Status Conference

Docket 1

Tentative Ruling:

December 3, 2025

Appearances required.

The Court has reviewed *Westside Tow & Transport, Inc.'s Initial Status Report*. See Docket No. 69. The Court will hear from the Office of the United States Trustee regarding the Debtor's conformance with those *Guidelines and Requirements for Chapter 11 Debtors in Possession*. The Court will here note that the Debtor has not timely filed its October operating report.

The Court has reviewed that *Notice of Setting/Increasing Insider Compensation*. See Docket No. 70. The Notice provides for \$20,000 per month in compensation to one Peter N. Wambaa. This includes a "car allowance." See *id.* at p. 1. The "car allowance" is \$6,442.61 for "three BMW cars." See *id.* at p. 2. According to the Debtor, payments were made on behalf of Wambaa totaling \$220,000 for the period of October 18, 2024, through September 2, 2025. See Docket No. 66, *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy*, p. 20. It is not clear what Wambaa's pre-petition pay was. See *id.* at p. 25. The Court will note that the Schedules need, again, to be amended. See *id.* It is not clear what section 30.3 or 30.4 are. The Court, here, will point out that it raises concern, a debtor paying for three (3) luxury cars for an insider at a time when it had resorted to merchant advance loans to pay its monthly expenses. Given the rocky start to the instant case, schedules that still require amendment, even after being raised by the Court on prior occasions, and the fact that the Debtor has not filed an operating report, the Court is concerned with the aforementioned payments to Wambaa.

Party Information

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

CONT... Westside Tow and Transport Inc.

Chapter 11

Debtor(s):

Westside Tow and Transport Inc.

Represented By
Tamar Terzian

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

9:25-10985 Laurel Creek, LP, a California limited partnership

Chapter 11

#47.00 Hearing re: [82] Motion for order approving disclosure statement describing chapter 11 plan of liquidation dated October 22, 2025

Docket 82

Tentative Ruling:

December 3, 2025

Appearances required.

On October 22, 2025, the Debtor filed that *Disclosure Statement Describing Chapter 11 Plan of Liquidation Dated October 22, 2025* (the "Disclosure Statement"). See Docket No. 81. The Disclosure Statement was noticed for a December 3, 2025, hearing. See Docket No. 84, *Notice of Hearing on Motion for Order Approving Disclosure Statement Describing Chapter 11 Plan of Reorganization*.

On November 18, 2025, the Debtor filed that *Motion to Continue Debtor-in-Possession's Hearing on the Adequacy of Its Disclosure Statement Filed as Docket # 81* (the "Motion"). See Docket No. 97. On that same date, the Debtor lodged that *Notice of Lodgment of Order in Bankruptcy Case re: Motion to Continue*. See Docket No. 98. The Court finds no such order, likely because the Motion did not comply with this Court's Local Rule 9013-1(c)(2).

On November 21, 2025, the Debtor filed that *Notice of Motion for: To Continue Debtor-in-Possession's Hearing On the Adequacy of Its Disclosure Statement Filed as Docket #81* (the "Notice"). See Docket No. 105. The Notice, in an attempt to remedy the failure of the Motion to comport with this Court's Local Rules, served only to confuse parties further. The Notice speaks of a deadline to oppose the Motion, that deadline being fourteen (14) days prior to the hearing on the Motion. See *id.* at p. 2. The hearing date for the Motion is that of the hearing date for the Disclosure Statement. Yet, the Notice was served less than fourteen (14) days from December 3, 2025, consequently violating this Court's Local Rule 9013-1(d)(2).

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

CONT... Laurel Creek, LP, a California limited partnership

Chapter 11

Thus, the Court is set to hear a Motion that was filed without appropriate notice.

Party Information

Debtor(s):

Laurel Creek, LP, a California

Represented By
Jeffrey I Golden
Anerio V Altman

Movant(s):

Laurel Creek, LP, a California

Represented By
Jeffrey I Golden
Anerio V Altman

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

9:23-10945 Jeffrey Dennis Peppard

Chapter 11

#48.00 CONT'D Chapter 11 Confirmation Hearing

fr. 1-15-25, 3-26-25, 6-18-25, 7-9-25, 9-10-25,
10-22-25,

Docket 197

***** VACATED *** REASON: Hearing continued to 1/28/2026 at 1:00 p.m.
per order entered 11/18/2025**

Tentative Ruling:

January 15, 2025

In-person appearances of the Debtor and IRS are required.

IRS Objections to Confirmation

- The IRS's issue regarding the DIP facility and the priming liens over the Ashley and Kenwood properties is moot, as the Debtor is now selling the Ashley Property instead of obtaining a loan with the Ashley and Kenwood properties serving as collateral. *See* Docket No. 144, p. 4, lines 9-10.
- The IRS's issue regarding a waiver of setoff rights under 11 U.S.C. § 553 is moot, as the Debtor agrees that he is "happy to make the suggested changes [] and add the suggested *set off* exception for the IRS []." *See id.* at p. 5, lines 22-26.
- The IRS's issue regarding its secured lien attaching to the Ashley Property sales proceeds is moot. The Debtor is paying, in order of priority, the net sale proceeds to Nancy Bull and the IRS. *See* Docket No. 144, p. 4, lines 6-8. The sale proceeds will be fully exhausted after payments to the lienholders.
- The IRS's issue related to the avoidance of any of its liens is moot in that the Debtor has made it clear that the Plan "does not seek to avoid any lien of the IRS..." *See id.* at p. 4, lines 6-8.

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

CONT...

Jeffrey Dennis Peppard

Chapter 11

- The IRS argues that the Debtor is selling the Ashley property, and only providing the IRS with \$675,000. *See* Docket No. 139, p. 11, lines 15-18. The Debtor is selling the Ashley property, and "after costs of sale and the senior mortgage," the remaining amounts will be paid to the IRS. *See* Docket No. 144, p. 4, lines 6-8. If the costs of sale are 8%, and with a sale price at \$1.2 million, \$1,104,000 will be the net proceeds. After payment to Nancy Bull of \$363,612.41, the IRS would be paid \$740,387.59.
- Payment to the IRS of \$740,387.59 would lower its secured claim to approximately \$887,553.41. At 8%, over 44 months, and with the monthly plan payments of \$6,000, the secured claim would total \$883,437.18 in October 2028.
- The value of the Debtor's dental practice remains as an issue. The Debtor declares that "I am informed and I believe that practices like mine sell for between 1.5 and 3 times gross revenues..." *See* Docket No. 144, p. 8, lines 24-27. The Debtor asserts that based on his dental practice's gross income since 2021, the dental practice, as a going concern, "could be sold for between \$1,350,000 and \$2,700,000." *See* Docket No. 133, p. 34. The IRS argues that "a review of dental practices recently listed for sale in the nearby areas were well under \$1,000,000." *See* Docket No. 139, 0. 13, lines 23-26. It seems to the Court that there must be some evidence provided of the Debtor's dental practice's value other than a conclusory statement by the Debtor.
- The owner of the Debtor's dental practice's goodwill remains as an issue. That is, is it the Debtor, or the Debtor's suspended corporation, Jeff D. Peppard, D.D.S., Inc., that owns the goodwill of the Debtor's dental practice? To go further, is the goodwill of the dental practice what the Debtor refers to when he discusses the sale of his dental practice? Or, rather, is it other assets, such as client files? And if it is client files and the like, do those files "belong" to the Debtor, his suspended corporation, the clients, or some other entity? In short, what can the Debtor sell? What is the \$1.35 to \$2.7 million comprised of?
- The secured vs. priority portions of the IRS claim remains an issue. The IRS seems to argue that a portion of its secured claim is also a priority claim. *See*

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

Wednesday, December 3, 2025

Hearing Room

201

1:00 PM

CONT...

Jeffrey Dennis Peppard

Chapter 11

Docket No. 139, p. 16, lines 4-8. The IRS argues that \$272,669.49 of its secured claim is a penalty that should be paid as a priority claim over 5 years from the petition date. This payment, argues the IRS, would be \$10,440.17 per month. *See id.* at p. 16, lines 22-26. At bottom, the entirety of the IRS's claim is to be paid at the conclusion of the case through the sale of the Debtor's dentistry practice. May the Debtor not comply with 11 U.S.C. § 1129(a)(9)(C), assuming for the moment that this Code section applies, by making a lump sum payment prior to the expiration of the statutorily mandated repayment period? *See In re Gregory Boat Co.*, 144 B.R. 361, 364 (Bankr. E.D. Mich. 1992)("Nothing in the language of § 1129(a)(9)(C) suggests that payments on priority tax claims must be either periodic or equal. Indeed nothing in the statutory language prohibits a single payment of principal and interest at the end of the six year time period.").

- The IRS raises the Debtor's gambling, suggesting that the Debtor gambled as recently as mid-September 2024. *See* Docket No. 139, pp. 10-12. The Court agrees with the IRS that any gambling by the Debtor moving forward could disrupt the success of the Plan. Yet, the Debtor asserts that he is treating his gambling, is no longer gambling, and is committed to foregoing any gambling for the duration of the term of the Plan.
- The Debtor admits that he pays college costs for his children. It is not clear how these costs affect feasibility, or, if they do not, why they should be paid on a go-forward basis. These payments do not appear to be to repay the Debtor's creditors, but are rather payments on the part of adult children.
- The Debtor's ability to rent the Kenwood property for \$6,000 per month remains an issue. The Debtor attests that he can "easily generate \$6,000 per month" by renting 70% of the Kenwood property. *See* Docket No. 144, p. 7, lines 16-21. This seems to the Court to be a non-issue. Renting all but one of the rooms of the Kenwood property, which property is located in Santa Barbara proper, would seem to the Court to be less than market rate for this area.
- Under the Plan, if the Debtor has insufficient monies to repay creditors in full after the sale of his dental practice, the Debtor intends on refinancing the

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

CONT...

Jeffrey Dennis Peppard

Chapter 11

Kenwood property to make up the difference. *See* Docket No. 134, p. 14, lines 25-27. The IRS argues that the Debtor has not shown his "ability to get a home equity loan against the Kenwood Road Property in October 2028." *See* Docket No. 139, p. 22, lines 15-18. The Court does not find a challenge as to the value of the Kenwood property, or the first position lien against said property. The Debtor enjoys more than \$2 million in equity in the Kenwood property, absent the lien of the IRS. *See* Docket No. 134, pp. 9-10. Assuming \$500,000 for the Debtor's dental practice, and assuming the dental practice is an asset of the Debtor's estate, there appears to be a significant equity cushion for the IRS, and all creditors that would remain to be paid from the property for that matter, in the Kenwood property.

- As to tax liabilities, the Debtor asserts that taxes will be paid as they become due post-confirmation
- The IRS's issue regarding the administrative claims bar date as to the IRS is moot. The Debtor agrees that "[a]s to the administrative claims bar date, the Debtor agrees that the plan confirmation order will provide that administrative tax claims will not be time barred by the professional fees and trade claims bar date." *See* Docket No. 144, p. 5, lines 19-21.
- The IRS's issue regarding the discharge language in the Plan is moot. The Debtor "is happy" to make the IRS's suggested revisions. *See* Docket No. 144, p. 5, lines 22-26.
- The IRS's issue as to the purported third-party releases is a bit confusing. *See* Docket No. 139, pp. 24-25. Does not the IRS's proposed language make the proposed non-release overly broad as to the IRS, thereby carving out the IRS from the release language altogether?
- Regarding the IRS's issue as to 11 U.S.C. § 1129(a)(7)(A), the IRS argues that for all the reasons it has set forth in its opposition, the Plan does not pay creditors at least as much as they would receive in a Chapter 7 liquidation. *See id.* at p. 27. The Debtor argues that the IRS fails to take into account gains taxes on the sale of the Kenwood property, the fact that the Ashley property is being sold, rather than the Debtor obtaining a DIP facility, and that his dental

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

CONT...

Jeffrey Dennis Peppard

Chapter 11

practice can in-fact be sold for more than what claims will total in October 2028. What is more, all creditors that did vote regarding the Plan, support confirmation. *See* Docket No. 144, p. 6, lines 3-12.

Party Information

Debtor(s):

Jeffrey Dennis Peppard

Represented By
Jeffrey S Shinbrot

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

9:23-10945 Jeffrey Dennis Peppard

Chapter 11

#49.00 CONT'D Hearing re: Chapter 11 Status Conference-
,
fr. 12-12-23, 2-20-24, 4-10-24, 4-19-24, 6-5-24,
7-10-24, 9-25-24, 01-15-25, 3-26-25, 6-18-25,
7-9-25, 9-10-25, 10-22-25,

Docket 1

Tentative Ruling:

December 3, 2025

Appearances waived.

The status conference will be continued to January 28, 2026, at 1:00 p.m., alongside the continued hearing on the plan confirmation hearing.

October 22, 2025

This hearing is continued to December 3, 2025, at 1:00 p.m.

September 10, 2025

Appearances required.

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*.

If the Debtor is in full compliance, the Court will continue the status conference to trail the confirmation hearing, October 22, 2025, at 1:00 p.m.

July 9, 2025

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

CONT... Jeffrey Dennis Peppard

Chapter 11

Appearances required.

The Court will inquire with the Office of the United States Trustee regarding the Debtor's compliance with those *Guidelines and Requirements of Chapter 11 Debtors in Possession*.

Absent a report of non-compliance, the Court will continue the status conference to September 10, 2025, at 1:00 p.m.

January 15, 2025

Appearances required.

July 10, 2024

Appearances required.

June 5, 2024

Appearances required.

The Court has reviewed *Debtor's Chapter 11 Status Conference Report & Request for Continuance to Hearing on Disclosure Statement*. See Docket No. 95. The Court will confer with the Office of the U.S. Trustee regarding the Debtor's compliance with the *Guidelines and Requirements for Chapter 11 Debtors in Possession*.

April 10, 2024

Appearances required.

February 20, 2024

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

CONT... Jeffrey Dennis Peppard
Appearances required.

Chapter 11

The Court has reviewed *Debtor's Chapter 11 Status Conference Report*, and that *First Interim Report of Patient Care Ombudsman Pursuant to 11 U.S.C. § 333(b)(2)*. See Docket Nos. 58 and 64, respectively.

On February 9, 2024, Jeffrey D. Peppard (the "Debtor") filed that *Original Chapter 11 Plan* (the "Plan") and that *Original Disclosure Statement Describing Original Chapter 11 Plan* (the "Disclosure Statement"). See Docket Nos. 60 and 59, respectively. On their face, the Disclosure Statement and the Plan have disclosure and confirmation issues. The descriptions of which classes of creditors are impaired, and which are not under the Plan differ in the Disclosure Statement as compared to the Plan. This is significant in that impairment determines the voting rights of creditors. The interest holders are described as Class 8 when in-fact the Debtor's interests comprise Class 10. It is unclear why there are two (2) separate classes of unsecured creditors, Classes 8 and 9, only one of which will be paid in full under the Plan. The Debtor runs a dental practice with employees, but the Debtor shows wages as being stagnant for the life of the Plan. Perhaps there is an explanation, but it seems odd that there are no increases in wages over the life of the Plan. This is significant because even a modest increase of 3% year over year has a material impact on feasibility of the Plan.

The Court will set the Disclosure Statement for hearing as to its adequacy for April 10, 2024, at 2:00 p.m. The Disclosure Statement and Plan, and notice of the hearing on the approval of the adequacy of the Disclosure Statement must be served on or before February 28, 2024. The notice of the hearing on the Disclosure Statement, with proof of service, must be filed on or before February 28, 2024, and said proof of service shall include proof of the proper service of the Disclosure Statement and Plan. The notice of the hearing on the adequacy of the Disclosure Statement shall include notice of the opposition deadlines contained in this Court's Local Rule 3017-1.

The Court will inquire with the Office of the U.S. Trustee as to the Debtor's compliance with those *Guidelines and Requirements for Chapter 11 Debtors in Possession*.

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

**CONT... Jeffrey Dennis Peppard
 December 12, 2023**

Chapter 11

Appearances required.

The Court has reviewed the *Debtor's Chapter 11 Status Conference Report* (the "Report"). *See* Docket No. 41. In reviewing the Debtor's past and projected income, it appears to the Court that the Debtor loses money each month. *See id.* at *Exhibit 1*. What is more, the past and projected income does not seem to account for the accruing of the fees and expenses of general insolvency counsel to the Debtor, an ombudsman, or the to-be employed insolvency accountant. The quarterly payments due to the Office of the United States Trustee appear lower than required. It is unclear to the Court whether the estate is currently administratively insolvent, but all signs point to the affirmative, and unless there are facts not highlighted in the Report, any current administrative insolvency will only deepen in the coming months.

Perhaps the Court is unaware of assets or an income stream that will allow the Debtor to fund its exit strategy from Chapter 11, but at this stage the Court is inclined to convert or dismiss this case to prevent what the Court understands to be an administratively insolvent debtor.

Party Information

Debtor(s):

Jeffrey Dennis Peppard

Represented By
Jeffrey S Shinbrot

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

9:25-11589 MW Mason Construction, Inc.

Chapter 11

#50.00 Hearing re: [8] Motion for use of cash collateral

Docket 8

Tentative Ruling:

December 3, 2025

Appearances required.

Party Information

Debtor(s):

MW Mason Construction, Inc.

Represented By
William C Beall

Movant(s):

MW Mason Construction, Inc.

Represented By
William C Beall

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

9:25-11589 MW Mason Construction, Inc.

Chapter 11

#51.00 Hearing re: [6] Motion for authority to pay pre-petition wages

Docket 6

Tentative Ruling:

December 3, 2025

Appearances required.

Party Information

Debtor(s):

MW Mason Construction, Inc.

Represented By
William C Beall

Movant(s):

MW Mason Construction, Inc.

Represented By
William C Beall

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

9:23-10302 Matthew Joseph Pavin

Chapter 7

Adv#: 9:25-01004 Pavin v. Faith, Chapter 7 Trustee

#52.00 Trial re: [1] Adversary case 9:25-ap-01004. Complaint by Matthew Joseph Pavin against Jeremy W. Faith, Chapter 7 Trustee. Complaint for declaratory relief
Nature of Suit: (91 (Declaratory judgment))

Docket 1

***** VACATED *** REASON: Case dismissed 10/17/25**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Matthew Joseph Pavin

Represented By
William E. Winfield

Defendant(s):

Jeremy W. Faith, Chapter 7 Trustee

Represented By
Carmela Pagay

Plaintiff(s):

Matthew Joseph Pavin

Represented By
William E. Winfield

Trustee(s):

Jeremy W. Faith (TR)

Represented By
Todd A. Frealy
Carmela Pagay

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

Wednesday, December 3, 2025

Hearing Room 201

1:00 PM

9:23-10302 Matthew Joseph Pavin

Chapter 7

Adv#: 9:25-01004 Pavin v. Faith, Chapter 7 Trustee

#53.00 Trial re: [4] Counterclaim by Jeremy W. Faith, Chapter 7 Trustee
against Matthew Joseph Pavin and Fletcher Pavin, Trustee, for
turnover and accounting

Docket 4

***** VACATED *** REASON: Case dismissed 10/17/25**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Matthew Joseph Pavin

Represented By
William E. Winfield

Defendant(s):

Jeremy W. Faith, Chapter 7 Trustee

Represented By
Carmela Pagay

Plaintiff(s):

Matthew Joseph Pavin

Represented By
William E. Winfield

Trustee(s):

Jeremy W. Faith (TR)

Represented By
Todd A. Frealy
Carmela Pagay