

**United States Bankruptcy Court
Central District of California
Santa Ana
Theodor Albert, Presiding
Courtroom 5B Calendar**

Thursday, March 28, 2024

Hearing Room

5B

10:00 AM

8:00-000000

Chapter

#0.00 Hearings on this calendar will be conducted using ZoomGov video and audio.

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ZoomGov meeting number: 160 883 0167

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completed your appearance(s).

Docket 0

Tentative Ruling:

- NONE LISTED -

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8:18-10486 Ron S Arad

Chapter 7

Adv#: 8:23-01108 Kosmala v. Brownstein et al

#1.00 STATUS CONFERENCE RE: Complaint For: (1) Legal Malpractice (Professional Negligence), (2) Breach Of Fiduciary Duty; (3) Breach Of Contract; (4) Actual Fraud; (5) Constructive Fraud; (6) Conversion; (7) Unjust Enrichment; (8) Breach Of The Implied Covenant Of Good Faith And Fair Dealing
(cont'd from 3-14-24)

Docket 1

Tentative Ruling:

Tentative for March 28, 2024

Deadline for completing discovery is August 1, 2024.

Last date for filing pre-trial motions is August 16, 2024.

Pre-trial conference is on September 26, 2024 at 10:00 a.m.

Joint pre-trial stipulation and/or order due per local rules

A mediation is reportedly already underway. It should be complete not later than June of 2024.

Appearance required.

Tentative for January 4, 2024

The deadline for completing discovery is May 1, 2024.

The last date for filing pre-trial motions is May 24, 2024.

The pre-trial conference is on June 6, 2024 at 10:00 a.m.

Joint pre-trial stipulation and/or order due per local rules.

Appearance required.

Party Information

Debtor(s):

Ron S Arad

Represented By
G Bryan Brannan

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CONT... Ron S Arad

Chapter 7

Defendant(s):

Wiiliam H Brownstein	Pro Se
G Bryan Brannan	Pro Se
William H Brownstein & Associates,	Pro Se
Brannan Law Offices	Pro Se

Plaintiff(s):

Weneta M A Kosmala	Represented By Jeffrey I Golden
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Trustee(s):

Weneta M.A. Kosmala (TR)	Represented By Ryan W Beall Jeffrey I Golden
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8:23-11672 Hugo Fabian Flores Flores

Chapter 7

Adv#: 8:23-01129 Salgado v. Flores Flores

**#2.00 STATUS CONFERENCE RE: Complaint To Determine Dischargeability Of Debt
And To Except Debt Of Defendant From Discharge
(cont'd from 2-01-24)**

Docket 1

Tentative Ruling:

Tentative for March 28, 2024

A new default judgment motion is expected. Status conference continued to April 25, 2024 at 10:00 a.m. Appearance suggested.

Tentative for February 1, 2024

Status of service/ default? Status conference is continued to March 28, 2024 at 10:00 a.m. with the expectation that judgment prove up will occur in the meantime. *Appearance suggested.*

Party Information

Debtor(s):

Hugo Fabian Flores Flores	Pro Se
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Defendant(s):

Hugo Fabian Flores Flores	Pro Se
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Plaintiff(s):

Rocio Salgado	Represented By David R Chase
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Trustee(s):

Thomas H Casey (TR)	Pro Se
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8:19-10158 BP Fisher Law Group, LLP

Chapter 7

Adv#: 8:24-01005 Marshack v. Browndorf

#3.00 STATUS CONFERENCE RE: Complaint to Avoid, Recover, and Preserve:(1) Actual Fraudulent Transfers [11 U.S.C. §§ 548, 550, and 551]; (2) Constructive Fraudulent Transfers [11 U.S.C. §§ 548, 550, and 551]; (3) Actual Fraudulent Transfers [11 U.S.C. §§ 544, 550, and 551]; Cal Civ. Code § 3934.04, 3439.07]; (4) Constructive Fraudulent Transfers [11 U.S.C. §§ 544, 550, and 551; Cal Civ. Code § 3439.05, 3439.07]; and (5) Breach of Contract

Docket 1

Tentative Ruling:

Tentative for March 28, 2024

Continue per plaintiff's request to May 23, 2024 at 10:00 a.m. to explore default questions. Appearance suggested.

Party Information

Debtor(s):

BP Fisher Law Group, LLP

Represented By
Marc C Forsythe
Michael S Myers

Defendant(s):

Matthew Browndorf

Pro Se

Plaintiff(s):

Richard A. Marshack

Represented By
David Wood
D Edward Hays

Trustee(s):

Richard A Marshack (TR)

Represented By
D Edward Hays
David Wood
Tinho Mang

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BP Fisher Law Group, LLP

Chapter 7

Marc C Forsythe
Charity J Manee
Laila Masud
Roya Zur
Lauren N Gans

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8:19-10526 LF Runoff 2, LLC

Chapter 7

Adv#: 8:24-01006 Marshack v. Browndorf

#4.00 STATUS CONFERENCE RE: Complaint to Avoid, Recover, and Preserve:(1) Actual Fraudulent Transfers [11 U.S.C. §§ 548, 550, and 551]; (2) Constructive Fraudulent Transfers [11 U.S.C. §§ 548, 550, and 551]; (3) Actual Fraudulent Transfers [11 U.S.C. §§ 544, 550, and 551]; Cal Civ. Code § 3934.04, 3439.07]; (4) Constructive Fraudulent Transfers [11 U.S.C. §§ 544, 550, and 551; Cal Civ. Code § 3439.05, 3439.07]; and (5) Breach of Contract

Docket 1

Tentative Ruling:

Tentative for March 28, 2024
Related to #3. Continue to May 23, 2024 at 10:00 a.m. Appearance suggested.

Party Information

Debtor(s):

LF Runoff 2, LLC

Represented By
Marc C Forsythe

Defendant(s):

Matthew Browndorf

Pro Se

Plaintiff(s):

Richard A. Marshack

Represented By
David Wood
D Edward Hays

Trustee(s):

Richard A Marshack (TR)

Represented By
David Wood
D Edward Hays
Thomas J Polis
Laila Masud

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LF Runoff 2, LLC

Chapter 7

Roye Zur
Lauren N Gans

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8:21-12330 Sophia Santos Ramos

Chapter 7

Adv#: 8:22-01046 Kosmala v. Ramos

#5.00 PRE-TRIAL CONFERENCE RE: Complaint: (1) To Avoid Fraudulent Transfer Pursuant To 11 U.S.C. § 548(a)(1)(A); (2) To Avoid Fraudulent Transfer Pursuant To 11 U.S.C. § 548(a)(1)(B); (3) For Recovery Of Avoided Transfers Under 11 U.S.C. § 550; (4) To Preserve Transfer For The Benefit Of The Estate Pursuant To 11 U.S.C. § 551; (5) For Authorization To Sell Real Property In Which Co-Owner Holds Interest Pursuant To 11 U.S.C. § 363(h); And (6) For Turnover Of Property Of The Estate
(cont'd from 8-04-22 per court's own mtn)
(cont'd from 10-05-23 per court's own mtn)
(set from s/c hrg held on 10-12-23)
(cont'd from 2-15-24)

Docket 1

***** VACATED *** REASON: CONTINUED TO 4-25-24 AT 10:00 A.M.
PER ORDER APPROVING STIPULATION TO CONTINUE PRE-TRIAL
CONFERENCE AND EXTEND DEADLINE TO FILE PRE-TRIAL
STATUS REPORT ENTERED 3-13-24**

Tentative Ruling:

Tentative for February 15, 2024

Plaintiff suggests she will file a motion to strike the answer. An alternative might be a unilateral version of the pretrial statement of the offered pretrial statement. Under either approach the court will give the parties sufficient time to accomplish this before judgment can be entered. Continue about 45 days or as counsel suggests. Appearance suggested.

Tentative for October 12, 2023

There has not been a hearing on this matter since the initial status report was filed one year ago. Status? *Appearance required.*

Tentative for 12/1/22:

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Sophia Santos Ramos

Chapter 7

Assigned to mediation. Continue as a status conference to February 16, 2023
@ 10:00AM.

Refer to mediation. Order appointing mediator to be lodged by plaintiff within
10 days. One day of mediation to be completed by January 31, 2023.

Appearance: required

Party Information

Debtor(s):

Sophia Santos Ramos

Represented By
A Mina Tran

Defendant(s):

Edwin Joaquin Ramos

Pro Se

Plaintiff(s):

Weneta M.A. Kosmala

Represented By
Jeffrey I Golden

Trustee(s):

Weneta M.A. Kosmala (TR)

Represented By
Ryan W Beall
Jeffrey I Golden

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8:22-11186 Philip Gus Randazzo

Chapter 11

Adv#: 8:22-01089 Wolf, Jr et al v. Randazzo

**#6.00 PRE-TRIAL CONFERENCE RE: Complaint To Determine Dischargeability Of
Debt 11 USC Section 523
(set from s/c hrg held on 1-05-23)
(cont'd from 9-28-23 per courts own mtn)
(cont'd from 10-05-23 per order approving stip. to cont. pretrial conf
entered 8-28-23)**

Docket 1

***** VACATED *** REASON: OFF CALENDAR - ORDER GRANTING
PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT ENTERED 3-27-
24**

Tentative Ruling:

Tentative for 1/5/23:
Deadline for completing discovery: September 1, 2023
Last date for filing pre-trial motions: September 15, 2023
Pre-trial conference on: September 28, 2023 @ 10:00AM

Appearance: required

Party Information

Debtor(s):

Philip Gus Randazzo

Represented By
Donald W Reid

Defendant(s):

Philip Gus Randazzo

Pro Se

Plaintiff(s):

Allan E Wolf Jr

Represented By
Geoffrey E Marr

Jason Hirschman

Represented By
Geoffrey E Marr

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Philip Gus Randazzo

Chapter 11

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8:22-10046 Janet Ann Lutz

Chapter 7

Adv#: 8:22-01038 Litovsky v. Lutz

**#7.00 PRE-TRIAL CONFERENCE RE: Complaint To Determine Non-Dischargeability
Of Debt Under 11 USC §§ 523(a)(2)(A) And 523(a)(2)(B); Fraud
(set from s/c hrg held on 12-15-22)
(cont'd from 10-05-23 per court's own motion)
(cont'd from 11-09-23)**

Docket 1

Tentative Ruling:

Tentative for March 28, 2024

What's the status on mediation? Appearance required.

Tentative for November 9, 2023

What is the court to do with the attempt to amend the complaint (see #22)?

Can any of the unilateral pretrial stipulation be used in view of new issues
interjected by the amendment, assuming it is allowed? Why did defendant not
participate in preparation of what was supposed to be a joint pretrial
stipulation? Appearance required.

Tentative for 6/29/23:

See #10. When are we going to see a pretrial stipulation?

Appearance: required

Tentative for 12/15/22:

Mediation results?

Tentative for 8/25/22:

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CONT... Janet Ann Lutz

Chapter 7

Status conference continued to: December 15, 2022 @ 10a.m. Refer to mediation. One day of mediation to occur by November 17, 2022. Plaintiff to submit an order appointing a mediator within 10 days.

Appearance: required

Tentative for 7/7/22:
Why no status conference report?

Appearance: required

Party Information

Debtor(s):

Janet Ann Lutz

Represented By
Kevin J Kunde

Defendant(s):

Janet Ann Lutz

Pro Se

Plaintiff(s):

Allan Litovsky

Pro Se

Trustee(s):

Karen S Naylor (TR)

Pro Se

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8:22-10046 Janet Ann Lutz

Chapter 7

Adv#: 8:22-01038 Litovsky v. Lutz

#8.00 Order To Show Cause Why Amended Complaint Should Not Be Stricken
And/Or Why Default Should Not Be Entered
(cont'd from 11-09-23)

Docket 1

Tentative Ruling:

Tentative for March 28, 2024

See #7. What's the status on mediation. Appearance required.

Tentative for November 9, 2023

Status? See ##19 and 22. Appearance required.

Party Information

Debtor(s):

Janet Ann Lutz

Represented By
Kevin J Kunde

Defendant(s):

Janet Ann Lutz

Pro Se

Plaintiff(s):

Allan Litovsky

Represented By
Allan Litovsky

Trustee(s):

Karen S Naylor (TR)

Pro Se

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8:19-10814 M3Live Bar & Grill, Inc.

Chapter 7

Adv#: 8:23-01094 The Grand Theater, Inc. v. Alimadadian et al

#9.00 Counter Defendant And Cross Defendant's Motion For Judgment On The Pleadings Pursuant To FRCP 12(c)

Docket 54

Tentative Ruling:

Tentative for March 28, 2024

This is Counter Defendants The Grand Theater, Inc.'s ("TGT") and Cross Defendants Musa Madain ("Madain") and M3Live Bar & Grill, Inc. ("Debtor") (collectively, "Movants") motion for judgment on the pleadings on the fourth cause of action on Cyrus Alimadadian's ("Cyrus") Counterclaims and Cross Claims under FRCP 12(c), voiding the stipulation to release Cyrus's Judgment Lien against Debtor in the bankruptcy case.

On March 7, 2019, Debtor filed for chapter 7 bankruptcy. Trustee Karen Naylor ("Trustee") discovered that Cyrus had recorded a judgment lien against Debtor. Cyrus was listed as a creditor but there was no proof of claim filed in the bankruptcy. To resolve the pending lien, Trustee, Madain (principal of Debtor), and TGT signed a stipulation to release the judgment lien against Debtor's estate in exchange for an agreement that TGT replace Debtor as Judgment Debtor and keep Madain as Judgment Debtor in the Superior Court judgment. The order was entered approving the stipulation on March 3, 2020.

On November 9, 2023, Cyrus filed a Counterclaim and Cross Claim against TGT, Madain, and Debtor, seeking declaratory relief under the Fourth Claim for Relief. There appears to be a misunderstanding of what the Fourth Claim for Relief seeks. Movants' position is that Cyrus seeks to have the stipulation declared null and void. However, that is not what the Fourth Claim for Relief asserted. Cyrus seeks a declaration of the parties' rights under various order of the court in connection to the sale of the property in the underlying chapter 7 petition. One of the orders is the approval of the stipulation.

Rule 12(c) of the Federal Rules of Civil Procedure provides that "after the

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CONT... M3Live Bar & Grill, Inc.

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pleadings are closed, but within such time as not to delay the trial, any party may move for judgment on the pleadings.” (Fed.R.Civ.P. 12(c).) Judgment on the pleadings is appropriate when, even if all material facts in the pleading under attack are true, the moving party is entitled to judgment as a matter of law. *Doleman v. Meiji Mutual Life Ins. Co.*, 727 F.2d 1480, 1482 (9th Cir.1984). If matters outside the pleadings are considered, the motion shall be treated as one for summary judgment. (Fed. R. Civ. Pro. 12(c).)

Here, Cyrus argues that since the motion does not challenge the sufficiency of the pleadings, and instead “submits” to relief not actually sought, the motion should be denied. However, Movants respond arguing that they do not seek to challenge the sufficiency of the pleadings but rather seeks an adjudication of the adversary action. Movants further contend that if the allegations regarding whether TGT never purchased the property are true, then the actual remedy sought is to have the stipulation set aside and voided, as there is no other reason for making these arguments and claims. For whatever reason, Cyrus does not want to void the stipulation until the central question is answered: i.e. whether TGT successfully purchased the property listed in the sale agreement in the estate sale. As suggested in the opposition, perhaps continuance as a proper motion for summary judgment is most appropriate here in order to resolve this issue of fact prior to determining whether the stipulation should be null and void.

Continue as a motion under Rule 56.

Party Information

Debtor(s):

M3Live Bar & Grill, Inc.

Represented By
Robert P Goe
Ryan S Riddles
Carl J Pentis

Defendant(s):

Cyrus Alimadadian

Represented By
Babak Hashemi
Benjamin Martin

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CONT... **M3Live Bar & Grill, Inc.**
IRA Resources, Inc.

Represented By
Kyle E Yaege

Chapter 7

Plaintiff(s):

The Grand Theater, Inc.

Represented By
Thomas S Gruenbeck

Trustee(s):

Karen S Naylor (TR)

Represented By
Nanette D Sanders
Todd C. Ringstad
Karen S. Naylor

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8:19-10814 M3Live Bar & Grill, Inc.

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Adv#: 8:23-01094 The Grand Theater, Inc. v. Alimadadian et al

**#9.10 STATUS CONFERENCE RE: Complaint For: 1. Declaratory Relief Bankruptcy P. 7001(9)
(cont'd from 11-30-23 per another summons issued re: counterclaims and crossclaims on 11-09-23)
(cont'd from 3-27-24)**

Docket 1

Tentative Ruling:

Tentative for March 28, 2024
See #9. Appearance required.

Tentative for March 27, 2024
Continue to coincide with the Motion for Judgment on the Pleadings
scheduled March 28 at 11:00 a.m. Appearance required.

Tentative for January 25, 2024

It is unclear to the court the status of this case. It appears the court has abstained by Order entered October 30, 2023. But perhaps that order did not specify adequately regarding crossclaims. Also, mention is made of a motion to reconsider abstention, or similar. Until all of this is clarified it would be premature to set dates. Please be prepared to explain where we are going and why any of this should be adjudicated in bankruptcy court. *Appearance required.*

Party Information

Debtor(s):

M3Live Bar & Grill, Inc.

Represented By
Robert P Goe

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CONT... M3Live Bar & Grill, Inc.

Chapter 7

Ryan S Riddles
Carl J Pentis

Defendant(s):

Cyrus Alimadadian

Pro Se

IRA Resources, Inc.

Pro Se

Plaintiff(s):

The Grand Theater, Inc.

Represented By
Thomas S Gruenbeck

Trustee(s):

Karen S Naylor (TR)

Represented By
Nanette D Sanders
Todd C. Ringstad
Karen S. Naylor

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8:23-10312 Lars Ake Morgan Gustavsson

Chapter 7

**#10.00 Motion for Order Denying Debtor's Claim of Homestead Exemption
(cont'd from 8-24-23 per order approving stip. to cont. hrg on mtn for order
denying debtor's claim of homestead exemption entered 8-22-23)
(cont'd from 11-30-23)**

Docket 26

Tentative Ruling:

Tentative for March 28, 2024

According to the lone status report, we need a Spanish translation of the deposition of Ms. Gustavsson. This must be done before the court is in any position to rule upon the objection. What's the reason for the delay?
Appearance required.

Tentative for November 30, 2023

Schedule continued evidentiary hearing as needed. Appearance required.

Tentative for 7/11/23:

This is Motion for Order Denying Debtor, Lars Ake Morgan Gustavsson's ("Debtor") Claim of Homestead Exemption brought by creditor, Paul Binun ("Creditor"). Debtor opposes the motion.

The Debtor filed his voluntary Chapter 7 petition on February 17, 2023, listing his residence as being 2960 Champion Way, Unit 1908 in Tustin, California. However, Creditor asserts, that is not believed to be the Debtor's domicile. Rather, the residence in Tustin appears to be that of the Debtor's son, while the Debtor's domicile is and has been the Mexico Real Property in Mazatlan, Mexico, where the Debtor's wife also resides, and for which the Debtor has claimed a \$300,000.00 homestead exemption pursuant to California Code of Civil Procedure section 704.730. However, Creditor argues, because the Debtor was not domiciled in California for 730 days prior to filing his bankruptcy petition, as required by Bankruptcy Code section 522(b)(3)(A), the Debtor may not claim California's homestead exemption in

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CONT... **Lars Ake Morgan Gustavsson**
the Mexico Real Property.

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Creditor asserts that the nowhere in the Debtor's Schedules or Statement of Financial Affairs did he disclose his interest in the Mexico Real Property. Even after he had been questioned extensively at a meeting of creditors held on March 29, 2023, concerning his potential ownership of real property in Mexico, Creditor asserts, the Debtor filed an amended set of Schedules and Statement of Financial Affairs on April 27, 2023, which still did not list any interest in real property.

However, Debtor further amended his schedules on April 28, 2023 and listed the Mexico Real Property, but asserted that it was held in his wife's name. In fact, Creditor asserts, the Mexico Real Property was purchased by Debtor with his own separate property (an inheritance). Still, the Debtor also amended his Schedule C to claim an exemption in the Real Property in the amount of \$300,000.00 pursuant to California Code of Civil Procedure section 704.730. As noted above, Creditor argues that Debtor is not entitled to that homestead exemption under section 522(b)(3)(A), which states:

(3) Property listed in this paragraph is—

(A) subject to subsections (o) and (p), any property that is exempt under Federal law, other than subsection (d) of this section, or State or local law that is applicable on the date of the filing of the petition to the place in which the debtor's domicile has been located for the 730 days immediately preceding the date of the filing of the petition or if the debtor's domicile has not been located in a single State for such 730-day period, the place in which the debtor's domicile was located for 180 days immediately preceding the 730-day period or for a longer portion of such 180-day period than in any other place;

A person is "domiciled" in a location where he or she has established a fixed habitation or abode in a particular place and intends to remain there permanently or indefinitely. *Lew v. Moss*, 797 F.2d 747, 749-50 (9th Cir. 1986).

Creditor argues that a timeline established in part by filings in this case show that Debtor was domiciled in Mexico within the 730 days preceding the

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CONT... Lars Ake Morgan Gustavsson

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petition date, rendering him, according to Creditor, ineligible for the California exemptions.

Further, Creditor argues that under 11 U.S.C. sec. 522(g), Debtor may not claim an exemption if the property was voluntarily transferred or if it was concealed. *See, e.g. In re McKinnon*, 495 B.R. 553, 555 (Bankr. M.D. Fla. 2013) ("If either the transfer was a voluntary transfer or if the transfer was not disclosed, then § 522(g) is unavailable to the Debtor"). As noted above, Creditor argues that Debtor likely transferred and concealed the Mexico Real Property, at least initially. Creditor asserts that discovery will be necessary to determine under what circumstances the Mexico Real Property was acquired and/or when the funds used to acquire it were given by the Debtor to his wife.

Debtor opposes the motion. Debtor asserts that Creditor is a former business partner and also a disputed creditor. Debtor maintains that he has always lived in California. Debtor points out that when Creditor sued Debtor in Orange County Superior Court in October of 2019, Debtor was listed in the complaint as "residing in Orange County, California..." Debtor maintains that he has always listed an address in Orange County in his bankruptcy filings because that is, in fact, where he lives, though notes that he does visit his wife in Mexico. Debtor disputes that he ever had any interest in the Mexico Real Property and maintains that it is his wife's property. Debtor asserts that his frequent trips to Mexico are a result of medical care and recovery from serious illness. However, Debtor argues that under the definition of "domicile" he should be considered domiciled in California because he has never intended to live and remain anywhere else, including Mexico. Debtor argues that his intent to live and remain in California is evidenced by his assets being located here, his sources of income located here, his work is here, he carries a California driver's license, owes and pays taxes in California. Debtor concedes that he was advised to say that he resided in Mexico, but maintains he never formed a subjective intent to live and remain there. Debtor also disputes that any the Mexico Real Property was transferred or concealed because, Debtor argues, he never had any ownership interest there, making sec. 522(g) inapplicable.

In reply, Creditor argues that Debtor has not rebutted the argument that he purchased the house in Mexico with money from an inheritance.

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Creditor also argues that Debtor at various times during this case made it clear that Mexico was his "home" and that he intended to live there indefinitely. Creditor argues that if his arguments are not sufficiently compelling at this time, he should be given leave to conduct discovery and get answers to questions such, what is exactly is his living arrangement with his son in California? What are his expenses in Mexico? Where is his car registered? What personal property assets are in Mexico?

The court cannot tell where the truth is on this record. A contested proceeding in the nature of a trial to establish Debtor's domicile during the relevant period may be required. In the meantime, the court would value any comments the chapter 7 trustee, Karen Naylor or the U.S. Trustee might have.

Continue for evidentiary proceeding.

Appearance: required

Party Information

Debtor(s):

Lars Ake Morgan Gustavsson

Represented By
Robert P Goe

Trustee(s):

Karen S Naylor (TR)

Pro Se

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Adv#: 8:23-01086 Jensen v. Stonebridge Ventures, LLC et al

**#11.00 STATUS CONFERENCE RE: Monika Jensen's First Amended Complaint
(cont'd from 2-29-24)**

Docket 36

Tentative Ruling:

Tentative for March 28, 2024
See #s 12 and 13. Appearance required.

Tentative for February 29, 2024
Since an order to participate in mediation is outstanding, some defaults need to be entered and given the dismissal motions brought by Brentwood and the Trustee, it seems premature to set deadlines at this time. Continue status conference to coincide with the dismissal motions 3/28/24 at 11:00 a.m.
Appearance suggested.

Party Information

Debtor(s):

Stonebridge Ventures, LLC

Represented By
Summer M Shaw
Diana Torres-Brito

Defendant(s):

Stonebridge Ventures, LLC

Pro Se

Brentwood Finance Company, LLC

Represented By
David W. Meadows
Zi Chao Lin
Motunrayo D Akinmurele

Renewable Farms, Inc.

Represented By
Michael G Spector

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AB Capital, LFD, Inc.

Pro Se

Arturo Cisneros

Represented By
Nathan F Smith

Joe Colangelo

Pro Se

Escrow Experts, Inc

Pro Se

Plaintiff(s):

Monika Jensen

Represented By
Nicholas W Gebelt
Robert M. Aronson
Robert M Aronson

Trustee(s):

Arturo Cisneros (TR)

Represented By
Arturo Cisneros
Nathan F Smith
William Malcolm

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Adv#: 8:23-01086 Jensen v. Stonebridge Ventures, LLC et al

#12.00 Brentwood Finance Company, LLC's Motion to Dismiss Plaintiff Monika Jensen's First Amended Complaint - 12(b)6

Docket 42

Tentative Ruling:

Tentative for March 28, 2024

This is a Motion to Dismiss Plaintiff Monika Jensen's ("Plaintiff" or "Jensen") First Amended Complaint pursuant to FRCP 12(b)(6) brought separately by Defendant Brentwood Finance Company, LLC ("Brentwood") and Chapter 7 Trustee Arturo Cisneros ("Trustee"). Both motions were set for hearing on the same day, and after review of the pleadings, the issues and subject matter are identical and will be consolidated into a single tentative ruling [See calendar #13]. Defendant Renewable Farms ("Renewable Farms") filed a notice of joinder to both Trustee's and Brentwood's respective motions to dismiss.

A. Introduction

This complaint comes down to the question of whether Jensen holds a valid vendee's lien under Ca. Civil Code §3050 which would have attached to proceeds of the estate's court-authorized §363(f) sale of the subject property located at 2 Makena, Rancho Mirage, California ("Property") free of liens, liens attaching to proceeds, entered August 24, 2023. Colangelo and Jensen have since vacated the property. There are ancillary cross disputes between the Trustee and Jensen (and Colangelo) concerning cross claims for damages including arising out of failure to repair, etc., and on the Trustee's side, failure to pay rental value for the three years of residence. But this analysis concerns the central issue of the claim of lien. For reasons explained below, the court does not see how such a lien is validly claimed.

B. Background

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On or about April 23, 2020, Joe Colangelo ("Colangelo"), Jensen and Debtor Stonebridge Ventures, LLC ("Debtor") entered into a purchase agreement ("Purchase Agreement") where Colangelo and Jensen agreed to pay Debtor \$2,595,000 to buy the Property. Jensen wired \$550,034.58 to Escrow Experts. The first wire was for \$50,034.58 on August 31, 2020 and the second was for \$500,000 on December 9, 2020. [Complaint, Exs. G through H]. The terms of sale as outlined in the Purchase Agreement and Escrow were that the sale was to close on July 1, 2020. [Trustee's Motion, Exhibit A]. Sections 7 and Section 8B of the Purchase Agreement required Debtor to cover various inspection costs and supply various fixtures, fittings, and furnishings, but does not indicate an obligation of Debtor to cure defects pursuant to these sections. The remainder of the purchase price was never paid. Inexplicably, despite the escrow never closing, Debtor permitted Colangelo and Jensen to go into possession (although Jensen never specifies when she moved into the Property). The Purchase Agreement provides that all funds deposited towards the purchase price are nonrefundable. [see Addendum of Purchase Agreement, Exhibit A p.25]. Escrow never closed and a grant deed was not executed conveying any of the Property to Jensen. Around June 2021 (this is at least one year later), Debtor borrowed \$1,850,000 from Brentwood as a loan secured by a deed of trust against the Property (recorded on June 30, 2021). On July 28, 2021, Debtor borrowed another \$250,000 from Renewable Farms secured by a deed of trust against the Property (recorded on July 29, 2021). There was also a recorded lien against the Property in the amount of \$1,890.02 from Coachella Valley Water District. The Property was allegedly later transferred to AB Capital in September, 2022 for no consideration and Debtor subsequently filed a Chapter 11 bankruptcy petition (later converted to chapter 7). All of those transfers and encumbrances by Debtor were clearly breaches of the Purchase Agreement, but the question of timing (i.e. who breached first) is crucial.

As shown in the bankruptcy schedules, Trustee identified liens against the Property held by Brentwood and Renewable Farms. On August 2, 2023, Jensen filed an amended, secured proof of claim in the amount of \$550,034.58. Despite objections by Jensen and Colangelo, the Property was sold by the Trustee under §363(f) and closed on August 24, 2023. On August

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5, 2023, Jensen filed this instant adversary against Brentwood, Renewable Farms, and Colangelo. Her complaint seeks declaratory relief against Brentwood determining that Jensen has a valid and enforceable \$550,034.58 statutory lien against the proceeds from the sale of the Property that was created prior to and is superior to Brentwood's lien pursuant to Civil Code Section 3050. This court entered orders granting the Trustee's motion to dismiss the complaint on November 27, 2023, but with leave to amend. This hearing now concern dismissal of Plaintiff's First Amended Complaint.

C. Legal Standard

When considering a motion under FRCP 12(b)(6), a court takes all the allegations of material fact as true and construes them in the light most favorable to the nonmoving party. *Parks School of Business v. Symington*, 51 F.3d 1480, 1484 (9th Cir. 1995). A complaint should not be dismissed unless a plaintiff could prove no set of facts in support of his claim that would entitle him to relief. *Id.* Motions to dismiss are viewed with disfavor in the federal courts because of the basic precept that the primary objective of the law is to obtain a determination of the merits of a claim. *Rennie & Laughlin, Inc. v. Chrysler Corporation*, 242 F.2d 208, 213 (9th Cir. 1957).

"While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, a plaintiff's obligation to provide the grounds of his entitlement to relief requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 554-556 (2007). A complaint must contain sufficient factual matter to state a claim to relief that is plausible on its face. *Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1949 (2009) citing *Twombly*. 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. *Id.* The plausibility standard asks for more than a sheer possibility that a defendant has acted unlawfully. *Id.* The tenet that a court must accept as true all factual allegations is not applicable to legal conclusions. *Id.*

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D. Declaratory Relief

California Civil Code § 3050 provides that "One who pays to the owner any part of the price of real property, under an agreement for the sale thereof, has a special lien upon the property, independent of possession, for such part of the amount paid as *he may be entitled to recover back, in case of a failure of consideration.*" Cal. Civ. Code § 3050 (italics added). Those words at the close of the statute are pivotal. "Where a vendee is not in default, but the vendor refuses or neglects to convey, being under duty to do so, 'his default authorizes the vendee to treat the contract as at an end, and to recover the money which has been paid.'" *Moresco v. Foppiano*, 7 Cal. 2d 242, 247, 60 P.2d 430 (1936) (quoting *Chatfield v. McDaniel*, 85 Cal. 518, 521, 24 P. 839 (1890); and citing *Glock v. Howard & Wilson Colony Co.*, 123 Cal. 1, 10, 55 P. 713 (1898)). "The vendee is entitled to a foreclosure of the lien afforded by section 3050 of the Civil Code." *Id.* (citing *Lockie v. Coop. Land Co.*, 207 Cal. 624, 628, 279 P. 428 (1929). However, "[w]ithout a default, there can be no statutory lien." *Collins v. Wolf*, 591 B.R. 752, 777 (S.D. Cal. 2018), *aff'd*, 835 F. App'x 905 (9th Cir. 2020). The court construes this caselaw to stand for the proposition that Civil Code §3050 requires that the vendee not be in default before a lien will attach.

Trustee and Brentwood argue that Jensen admits she did not pay the full purchase price of the Property, but only the deposited \$550,0034.58. Because she did not pay the whole purchase price by the deadline, she was in default of the Purchase Agreement. Thus, she is not entitled to a statutory lien under Section 3050. But the question arises whether some prior default by Debtor excused the duty of counter performance, as she now contends. On a related theory, Movants also contend that Jensen is not entitled to a statutory lien because this would require an entitlement to recover the deposit money back. However, the Purchase Agreement expressly indicates that the deposits toward the purchase price are nonrefundable. [Addendum of Purchase Agreement, Exhibit A p.25]

Jensen opposes both Trustee and Brentwood's motions, with nearly identical arguments. First, she asserts that the Purchase Agreement is

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essentially void because Debtor breached first. After depositing the \$550,034.58 into escrow, Debtor allegedly breached by failing to convey a habitable property or cure defects despite Jensen's many requests to do so. But she cites Section 7 and 8 of the Purchase Agreement that do not appear to create an obligation of habitability or to cure defects. Instead, this sale was "where is, as is", subject to the buyer's investigation rights in which Jensen could have cancelled the Purchase Agreement or requested that Debtor make repairs or take other action [Purchase Agreement, p. 12, ¶11]. Although she does not cite to this provision in the complaint, perhaps this is the obligation that was created of Debtor to repair any defects discovered. After this breach regarding habitability or repair, Jensen argues that she was thereafter entitled to consider the Purchase Agreement void and it created a lien on the deposited funds. But the authorities cited would only support this contention if Jensen were not in default and the deposits were refundable. Moreover, those authorities do not deal with situations where the duty of habitability was, as here, expressly disclaimed. This all depends on timing and when precisely she discovered the defects upon taking possession of the Property. If the defects were discovered after July 1, 2020 (the deadline for the close of escrow), Jensen was already in default of failing to tender the full purchase price, especially given the Time of Essence provision in Section 29 of the Purchase Agreement. See *Gold Mining & Water Co. v. Swinerton*, 23 Cal.2d 19, 27 (1943) (when time is made of the essence of a contract, a failure to perform within the time specified is a material breach of the contract.); *Henck v. Lake Hemet Water Co.*, 9 Cal.2d 136, 143, 69 P.2d 849 (1937). This is likely the case given that her first deposit was not transferred until August 31, 2020. But the court is left in the dark because Jensen never alleges in her First Amended Complaint when she took possession/moved into the Property. While Jensen also contends that subsequent loans from Brentwood and Renewable Farms secured by the Property are also clearly breaches of the Purchase Agreement, the court does not see how this erases Jensen's earlier breaches on the most basic covenant, i.e., payment of the purchase price. Finally, Jensen makes an argument for breach of the covenant of good faith and fair dealing, but this was never alleged in the First Amended Complaint.

To recover under Section 3050 of the California Civil Code, Jensen

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was tasked to allege facts showing that she was not in default in order to be entitled to a statutory lien. Unfortunately, she cannot do so here, because prior to any potential or alleged breach from Debtor, Jensen failed to tender the full purchase price of the Property by the escrow deadline. She only deposited the nonrefundable amount of \$550,034.58. Any subsequent breach by Debtor, whether it concerns habitability of the Property, or encumbrances on the Property, even if those could be somehow teased out of the language of the Agreement, are irrelevant since she defaulted first. Further, it is questionable whether there was even an obligation to convey a habitable property since it was sold "as is". The encumbrances on the Property which were created over a year after she was required to tender the purchase price emphasize that she was in default long prior to the Debtor. Consequently, the court agrees that Jensen has failed to meet the *Iqbal* and *Twombly* standard to state a lien claim under § 3050.

E. Leave to Amend?

There is great liberality afforded to pleadings in the Ninth Circuit (See *Carvalho v. Equifax Info. Servs. LLC.*, 629 F.3d 876, 892 (9th Cir. 2010); Fed. R. Civ. P. 15(a).). However, "If a complaint is dismissed for failure to state a claim upon which relief can be granted, leave to amend may be denied, even if prior to a responsive pleading, if amendment of the complaint would be futile." *Albrecht v. Lund*, 845 F. 2d 193, 195 (9th Cir. 1988) (internal citation omitted).

Trustee argues that Jensen' prior complaint was dismissed with leave to amend, and although she may be able to further amend her claim to assert breach of contract and/or breach of the covenant of good faith and fair dealing, these claims are apparently being litigated against trustee in *Cisneros v. Jensen, et al.* Brentwood also emphasizes that this is Jensen's second attempt to state a claim, and amendment would be futile because it is undisputed that she failed to pay the whole purchase price and that the deposited funds are non-refundable. The court agrees that Section 3050 was not the appropriate statute for Jensen to use here, and that amendment to assert breach of contract claims might be advised. However, as Trustee explains, these claims are already being litigated in a separate adversary and

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would be futile to litigate them here as well; perhaps a consolidation order is advisable. The court invites argument on that point.

Grant. No tentative on leave to amend. Appearance required.

Party Information

Debtor(s):

Stonebridge Ventures, LLC

Represented By
Summer M Shaw
Diana Torres-Brito

Defendant(s):

Stonebridge Ventures, LLC

Pro Se

Brentwood Finance Company, LLC

Represented By
David W. Meadows
Zi Chao Lin
Motunrayo D Akinmurele

Renewable Farms, Inc.

Pro Se

AB Capital, LFD, Inc.

Pro Se

Arturo Cisneros

Represented By
Nathan F Smith

Joe Colangelo

Represented By
Thomas J Polis

Escrow Experts, Inc

Pro Se

Plaintiff(s):

Monika Jensen

Represented By
Nicholas W Gebelt
Robert M. Aronson
Robert M Aronson

Trustee(s):

Arturo Cisneros (TR)

Represented By

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Arturo Cisneros
Nathan F Smith
William Malcolm

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Adv#: 8:23-01086 Jensen v. Stonebridge Ventures, LLC et al

#13.00 Chapter 7 Trustee's Motion To Dismiss Plaintiff's First Amended Adversary Complaint 12(b)6

Docket 49

Tentative Ruling:

Tentative for March 28, 2024
See #12. Appearance required.

Party Information

Debtor(s):

Stonebridge Ventures, LLC

Represented By
Summer M Shaw
Diana Torres-Brito

Defendant(s):

Stonebridge Ventures, LLC

Pro Se

Brentwood Finance Company, LLC

Represented By
David W. Meadows
Zi Chao Lin
Motunrayo D Akinmurele

Renewable Farms, Inc.

Pro Se

AB Capital, LFD, Inc.

Pro Se

Arturo Cisneros

Represented By
Nathan F Smith

Joe Colangelo

Represented By
Thomas J Polis

Escrow Experts, Inc

Pro Se

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Plaintiff(s):

Monika Jensen

Represented By

Nicholas W Gebelt

Robert M. Aronson

Robert M Aronson

Trustee(s):

Arturo Cisneros (TR)

Represented By

Arturo Cisneros

Nathan F Smith

William Malcolm