

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

Wednesday, November 29, 2023

Hearing Room 5B

10:00 AM  
8:00-00000

Chapter

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**ZoomGov meeting number:** 160 841 8544  
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completed your appearance(s).

Docket 0

**Tentative Ruling:**

- NONE LISTED -

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**8:23-11905 Tuffstuff Fitness International, Inc.**

**Chapter 11**

**#1.00 U.S. Trustee Motion To Dismiss or Convert Case To One Under Chapter 7 Pursuant To 11 U.S.C. § 1112(b)**

Docket 78

**\*\*\* VACATED \*\*\* REASON: OFF CALENDAR - VOLUNTARY  
DISMISSAL OF U.S. TRUSTEE'S MOTION TO DISMISS OR CONVERT  
DEBTOR'S CASE UNDER 11 U.S.C. § 1112(b) FILED 11-01-23**

**Tentative Ruling:**

- NONE LISTED -

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

Tuffstuff Fitness International, Inc.

Represented By  
John-Patrick M Fritz  
Carmela Pagay

**Trustee(s):**

Caroline Renee Djang (TR)

Pro Se

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8:23-11012 Judith Ann Hirou

Chapter 11

#2.00 Confirmation Of Chapter 11 Subchapter V Plan  
(set from s/c hrg held on 8-09-23)  
(cont'd from 10-11-23 per order granting stip for extension to file plan of  
organization entered 9-05-23)

Docket 1

**Tentative Ruling:**

Tentative for November 29, 2023

This is the hearing on confirmation of debtor's Subchapter V plan. The only opposition filed is from Flagstar Bank which apparently holds the second mortgage against debtor's residence. Flagstar objects because of the confusing and vague description of debtor's treatment of this mortgage claim. The court agrees. Is the claim secured or not? If even one dollar is secured then debtor must treat the claim as a fully secured claim and, because its secured by the principal residence, cannot modify it except as to arrearages. See *Nobleman v. American Savings Bank*, 503 U.S. 324 (1993) interpreting 11 U.S.C. §1322(b)(2). Moreover, this factual question of value would require a hearing under §506, not merely an oblique reference in the plan.

Appearance required.

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Tentative for 8/9/23:

Status of reported ongoing discussions. How will lien priority affect payment to unsecured? Set confirmation?

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Tentative for 6/28/23:

Status?

Appearance: required

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**CONT... Judith Ann Hirou**

**Chapter 11**

**Debtor(s):**

Judith Ann Hirou

Represented By  
James E Till

**Trustee(s):**

Robert Paul Goe (TR)

Pro Se

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**8:22-10442 Cloud Mountain, Inc., a California corporation**

**Chapter 11**

**#3.00 Motion For Approval Of Administrative Expense Claim  
(cont'd from 11-1-23)**

Docket 250

**Tentative Ruling:**

Tentative for November 29, 2023

This is Kearnow Corporation's ("Movant") motion for order approving Movant's administrative expense claims in the amount of no less than \$20,207.27 from the Debtor Cloud Mountain, Inc. ("Debtor"). Movant alleges it has provided such services to the Debtor after the petition date for the benefit of the estate, but it has not been paid yet. Movant has provided necessary customs clearing services to Debtor pre-petition and post-petition. From March 18, 2022 through June 30, 2022, Movant provided customs clearing services to the Debtor with a stated value of \$20,207.27.

Pursuant to Section 503(b)(1), "after notice and a hearing, there shall be allowed administrative expenses... including "actual, necessary costs and expenses of preserving the estate." In the Ninth Circuit, to qualify as an "actual and necessary" cost and expense of preserving the estate, the claim (1) "must have arisen from a transaction with the debtor in possession" and (2) "must directly and substantially benefit the estate." In re Abercrombie, 139 F.3d 755, 757 (9th Cir. 1998). Administrative expense claim priority is given to those creditors that provide post-petition goods and services to a debtor-in-possession to, among other things, encourage third parties to continue to transact with a bankrupt debtor. In re BCE West, L.P., 319 F.3d 1166, 1172 (9th Cir. 2003).

Under the two Abercrombie factors the Ninth Circuit has provided, the claim for \$20,207.27 would be allowable as they arose from necessary customs clearing services to Debtor after the bankruptcy filing, and it directly and substantially benefited the estate because Debtor was able to conduct

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**Chapter 11**

business in the ordinary course and profit from the goods Movant enabled it to get. The issue here is that Debtor disputes the amount of the administrative claim.

First, Debtor argues that the “disbursement fees” in the amount of \$2,100 should not be included because it was not informed of these fees when entering into the contract. Movant responds that these “disbursement fees” equate to processing fees that merchants pay for payments with credit cards, and the disbursement fee is a 3% fee on the funds Movant advanced to Debtor for the transactions. If the disbursement fees are in fact the equivalent of a processing fee, the court does not see reason why it should not be included in the administrative expense claim. However, the court lacks background on what is customary in this industry, so it will hear further argument regarding this issues, specifically if it is included in the contract and to what extent these disbursement fees are industry standard.

Debtor also takes issue with the Movant’s request for \$6,576.51, as the Debtor reportedly already directly paid Customs \$4,385.51 plus penalties for duties on container that Movant charged for. Movant responds that although this amount was paid, it does not negate the fact that Movant also paid the \$6,576.51. The court does not know what to make of this; was this a double payment for which someone is entitled to a refund? Perhaps the parties can come to an arrangement with Customs as to transferring any excess amount already paid back to Movant. The court encourages the parties to work together, as these issues can be resolved through mere discussion with one another and with Customs to determine the correct amount owed on the administrative claim, and the amounts in question are sufficiently small such that litigation (which is the alternative) hardly seems cost efficient.

*No tentative. Appearance required.*

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

Cloud Mountain, Inc., a California

Represented By  
Beth Gaschen  
David M Goodrich

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**Trustee(s):**

Mark M Sharf (TR)

Pro Se

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**8:22-11918 Advanced Gas Products Inc**

**Chapter 11**

**#4.00** Application For Compensation And Reimbursement Of Expenses For The  
Period: 11/10/2022 to 11/5/2023:

**MARK M. SHARF, SUBCHAPTER V TRUSTEE:**

**FEE: \$29820.00**

**EXPENSES: \$0.00**

Docket 213

**Tentative Ruling:**

Tentative for November 29, 2023

The court has no problem with the fees requested except to question whether the 45-day notice to other professionals as required under the LBRs was given, and , if not, why should it be waived? Appearance required.

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

Advanced Gas Products Inc

Represented By  
Richard L. Sturdevant  
Andy C Warshaw

**Trustee(s):**

Mark M Sharf (TR)

Pro Se

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**8:22-11918 Advanced Gas Products Inc**

**Chapter 11**

**#5.00** First Interim Application For Allowance And Payment Of Chapter 11 Fees And Reimbursement Of Chapter 11 Expenses For Period: 7/27/2023 to 10/31/2023:

**RICHARD L. STURDEVANT, DEBTOR'S ATTORNEY:**

**FEE: \$36028.50**

**EXPENSES: \$282.10**

Docket 221

**Tentative Ruling:**

November 29, 2023

See #4. Appearance required.

**Party Information**

**Debtor(s):**

Advanced Gas Products Inc

Represented By  
Richard L. Sturdevant  
Andy C Warshaw

**Trustee(s):**

Mark M Sharf (TR)

Pro Se

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8:22-11918    **Advanced Gas Products Inc**

Chapter 11

#6.00    Creditor's Motion To Compel Production Of Documents By Debtor  
(OST Signed 10-12-23)  
(cont'd from 11-08-23 per order granting stip. to cont. hrg related to mtn to  
compel production of documents by debtor & related deadlines entered  
11-07-23)

Docket        175

**Tentative Ruling:**

Tentative for November 29, 2023  
Is this relevant in view of confirmation? Status?  
Appearance required.

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Tentative for October 19, 2023  
The court does not understand why we are here. Clearly copies of bank  
statements would be important as part of any disclosure preliminary to voting  
on a plan. Whether Mr. Allen should get statements, or the creditor should  
subpoena the statements from the banks is a point of little practical  
difference, but the court is surprised to learn that he cannot access accounts,  
closed or open, on which he was the signatory. The debtor is advised to  
assist with all energy getting the documents in question, so that a plan can be  
confirmed, if confirmation is possible. The reorganization is challenged  
enough without artificial barriers/squabbles.

No tentative. Appearance required.

**Party Information**

**Debtor(s):**

Advanced Gas Products Inc

Represented By  
Richard L. Sturdevant  
Andy C Warshaw

**Trustee(s):**

Mark M Sharf (TR)

Pro Se

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8:22-11585 AB Capital, LLC, a California limited liability co

Chapter 7

#7.00 **Evidentiary Hearing Re:** Chapter 7 Trustees Motion for Order: (1) Confirming the Sale of Real Property Owned by Debtors Affiliate, Subject to Overbid, Comports With the Preliminary Injunction Entered in the Adversary Proceeding; (2) Authorizing the Trustee to Execute Any and All Documents Convenient and Necessary to the Sale; and (3) Granting Related Relief  
**[Real Property located at 1034 W. Balboa Blvd., #A, Newport Beach, California 92661]**  
**(con't from 11-14-2023) [Hybrid Hearing]**  
**[Mandatory In Person Appearance Is Required By Joshua R. Pukini Per Order Entered 11-16-23 - See Order #589]**  
**(cont'd from 11-21-23)**

Docket 491

**Tentative Ruling:**

Tentative for November 14, 2023

This is Chapter 7 Trustee Richard A. Marshack's ("Trustee") motion for order (1) Confirming the Sale of Real Property Owned by Debtor's Affiliate, Subject to Overbid, Comports With the Preliminary Injunction Entered in Adversary Proceeding; (2) Authorizing the Trustee to Execute Any and All Documents Convenient and Necessary to the Sale; and (3) Granting Related Relief ("Motion"). The sale and request for turnover are opposed as to varying aspects.

**A. Background**

Trustee has received an offer from RC Family Investments LLC or its assignee ("Buyer") to purchase the real property located at 1034 W. Balboa LLC Blvd, Unit A, Newport Beach, California 92661 ("Property") for the price of \$2,700,000.00 subject to overbids. The Property is not property of the estate but owned 1034 W. Balboa LLC ("Balboa LLC") (an affiliate of Debtor/ Defendant in the Insider Action, and Enjoined Party pursuant to the Preliminary Injunction). This motion bears many similarities to the motion

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brought by the Trustee regarding the property discussed in item #5 5632 Campo Walk, Long Beach, and has several of the same problems.

Under the Preliminary Injunction, the Trustee was expressly permitted to actively market the Property for sale and take all steps necessary and convenient to market and consummate the sale of the Property on the condition that the sale is expressly conditioned upon the filing of a noticed motion and resulting court order. Thus, this motion is filed in compliance with and pursuant to procedures contemplated by the Preliminary Injunction. The offer by the Buyer is the highest and best offer, but in the event the purchase price is increased by a successful overbid, the estimated net proceeds will increase.

The sale of the Property was expected to be a consensual short sale as there is no equity above the liens and encumbrances against the Property. The Trustee and the Baiocchi Creditors, who hold a first deed of trust in the total payoff amount of \$1,938,738.03, are discussing options for the Baiocchi Creditors to accept a reduced payment on their lien with a carveout and assignment of their payment to the Trustee to assist in defraying the fees and expenses associated with the marketing and sale of the Property pursuant to the Preliminary Injunction and provide funds for distribution to creditors. If no resolution is made, then Trustee reserves the right to seek court approval of a surcharge under 11 U.S.C. § 506(c). If a resolution has been reached, the court is not informed.

Further, The Broker has agreed to carve-out and assign a distribution to the Trustee in the sum of one percent (1%) of the total purchase price of the Property (estimated \$27,000). The sale of the Property will result in the estate receiving repayment of its loan represented by the Debtor Note and Debtor DOT in the amount of \$555,028.44, subject to resolution of collateral assignments disputes with the Investor Creditors. There are no funds available for payment on the junior Living Art DOT. The Baiocchi DOT or the Estate could conduct a judicial or non-judicial foreclosure on their liens. The Trustee requests the Court authorize that he may execute any and all documents convenient and necessary to consummate the sale of the Property consistent with the Agreement and Preliminary Injunction.

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Finally, through this Motion, the Trustee also requests turnover of the Property from Joshua Pukini, and anyone else occupying the Property with him, pursuant to the Preliminary Injunction entered in the Insider Action. As such, as part of this Motion and to avoid losing a favorable business opportunity, the Trustee is requesting that the Court also authorize the turnover of the Property.

**B. Motion Complies with the Requirements of Preliminary Injunction**

Firstly, Trustee has filed this motion regarding the sale of the Property to ensure he has complied with the Preliminary Injunction, which provides Trustee with final authority regarding the sale of Property so long as an Order from this court is entered approving the sale. Next, although this Property is not property of the estate, Trustee argues § 363(b) of the Bankruptcy Code is instructive and provides good framework for the court to review the Trustee's decision to sell the Property pursuant to the Preliminary Injunction. The sale of estate property pursuant to 11 U.S.C. § 363(b)(1) must demonstrate a valid business justification. *In re 240 North Brand Partners v. Colony GFP Partners, L.P. (In re 240 North Brand Partners)*, 200 B.R. 653, 659 (9th Cir. BAP 1996) (citing to *In re Lionel Corp.*, 722 F.2d 1063, 1070 (2d Cir. 1983)); see also *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991). Under this "business judgment" test, the bankruptcy court "independently" determines "only whether the trustee's judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." Collier on Bankruptcy P 363.02[4] (16th 2022).

Trustee asserts that the Property will be at fair market value because the best determination of the price is the market, and the sale is subject to overbids. The sale will also result in the estate receiving a repayment of its loans in the amount of approximately \$555,028.44 and a Broker carve-out of \$27,000. The sale of the Property ensures the secured creditors, most of whom are creditors of Debtor, will receive some payment on account of their liens. The court agrees that there is a sounds business justification for the sale of the Property.

**C. Execution of Documents Convenient and Necessary for Sale of**

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Paragraph 16 of the Preliminary Injunction state: "For the avoidance of doubt, the Trustee shall have final authority regarding the sale or other disposition of any of the Enjoined Property, and approval of any sale or disposition of the Enjoined Property must be expressly approved by the Trustee in writing prior to closing or consummating such a transaction, or otherwise authorized by Court order." Out of abundance of caution, Trustee requests authority to execute any and all documents convenient and necessary to consummate the sale of the Property consistent with the Preliminary Injunction. The court is permitted to do so pursuant to 11 U.S.C. § 105(a) which provides: "The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." See 11 U.S.C. § 105. Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code. *In re Chinichian*, 784 F.2d 1440, 1443 (9th Cir. 1986). Therefore, the court authorizes the Trustee to execute any and all documents convenient and necessary to consummate the sale of the Property consistent with the Preliminary Injunction, including documents where Trustee expressly consent to closing on the sale of the Property.

**D. Proposed Sale May be Allowed Free and Clear of Liens?**

Trustee believes the sale will be consensual, but in the event he does not get consent, Trustee requests that the court authorize the sale of the Property free and clear of liens and encumbrances, including the Collateral Assignments and the Living Art DOT. While this is not a sale of property of the estate, Section 363(f) of the Bankruptcy Code is instructive as to when the sale of the property free and clear is equitable. But actually, getting to where the Trustee wants to go may be complicated.

Section 363(f) of the Bankruptcy Code allows a trustee to sell property of the bankruptcy estate "free and clear of any interest in such property of an entity," if any one of the following five conditions are met: (1) Applicable non-bankruptcy law permits a sale of such property free and clear of such interest; (2) such entity consents; (3) such interests is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on

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such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such interest. 11 U.S.C. § 363(f); see, e.g., *Pinnacle Restaurant at Big Sky, LLC v. CH SP Acquisitions, LLC (In re of Spanish Peaks Holdings II, LLC)*, 862 F.3d 1148, 1153-54 (9th Cir. 2017).

In *Pinnacle Rest. at Big Sky, LLC v. CH SP Acquisitions, LLC (In re Spanish Peaks Holdings II, LLC)*, 872 F.3d 892 (9th Cir. 2017) ("Pinnacle"), the Ninth Circuit Court of Appeals held that where state foreclosure law would eliminate a junior interest, Trustee may sell property free and clear of such interest pursuant to Section 363(f)(1). *Id.* at 900. Bankruptcy Courts have also found that the availability of foreclosure sales outside of bankruptcy represent a "legal or equitable proceeding", such that a bankruptcy trustee may thus sell a subject property free and clear of liens under Section 363(f)(5). See, *In re Jolan, Inc.*, 403 B.R. 866, 869-870 (Bankr. W.D. Wash., 2009). But this only solves the problem of applicability of §363(f)(5), not some of the other questions.

Here, with respect to the Collateral Assignments, if the title company requires a release of the Collateral Assignments to allow the sale to proceed and reconvey the Debtor DOT, Trustee requests the court authorize sale free and clear of the Collateral Assignments under Section 363(f)(1) and/or (f)(4) and/or (f)(5). As there is at least a bona fide dispute as to the nature of the Investor Creditors' Interest, sale free and clear of such interest is permitted.

Trustee also proposes to sell free and clear of Living Art Works junior interest under Section 363(f)(1) or 363(f)(5) under the theory that his entity is "out of the money.". Baiocchi and the estate have senior lien against the Property and could conduct a judicial or non-judicial foreclosure on their liens. In the event of foreclosure, every junior interest, including Living Art DOT would be extinguished. Thus, Living Art Works is "out of the money" and the court finds that the sale can proceed free and clear of this lien under the rubric of §363(f)(5).

As indicated in a previous tentative, the problem is that The Property is not "property of the estate" and that seems to be a prerequisite for application of §363(f) in any of its special powers. So, the question arises, how much of

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the unique power of a sale free of liens under subsection (f) can be imported either by contract or via terms of the Preliminary Injunction? This question is not well answered.

**E. Payoff Demands and Reconveyance of the Debtor DOT**

Trustee also requests under Section 105(a) of the Bankruptcy Code the authority to execute any and all documents convenient and necessary to payoff the Debtor Note and reconvey the Debtor DOT. The Trustee requests, and the court authorizes, Trustee to execute any and all documents to consummate the sale of the Property consistent with the Preliminary Injunction and the Bankruptcy Code, whereby Trustee expressly consents to closing the sale of the Property and reconveyance of the Debtor DOT.

**F. Surcharge Under Section 506(c)**

Under Section 506(c) of the Bankruptcy Code, the trustee may recover from property securing an allowed claim the reasonable, necessary costs and expenses of preserving, or disposing of, such property to the extent of any benefit to the holder of such claim. 11 U.S.C. § 506(c). If Trustee is unable to work out a resolution with Baiocchi to provide for a carve-out, Trustee reserves the right to seek court approval of a surcharge under Section 506(c) for the fees and expenses incurred by the estate to maintain, preserve, and sell the Baiocchi collateral. The net funds from the sale which would be available for the Baiocchi Creditors will be held by the estate in a segregated surcharge account.

Baiocchi refutes this request because Trustee's attempt to use this provision of the Bankruptcy Code is misguided, as the Property is not property of the estate. Moreover, Baiocchi contends that there is nothing to support the argument that the Trustee's administrative expenses were incurred primarily for Baiocchi's benefit, as required for 506(c). The court agrees that this section of the Bankruptcy Code is inapplicable as the Property is not property of the estate, and there is more than one creditor who would benefit from the sale of the Property. Further, as Baiocchi asserts, this is an inappropriate forum to determine surcharge under Section 506(c), as a separate motion would be required.

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**G. Turnover of the Property**

In conjunction with the proposed sale Trustee requests an order of turnover requiring Pukini et al to vacate. Trustee is informed that there is no genuine lease agreement between Pukini and Balboa LLC and that no rents have been paid to Balboa LLC since the Preliminary Injunction was entered. Trustee is working with Pukini's counsel to ensure that Pukini and other occupants of the Property vacate prior to close of escrow. Trustee is hopeful that Pukini will cooperate as required under Paragraph 9 of the Preliminary Injunction, but requests out of abundance of caution, turnover of the Property so the sale can close promptly after entry of the order approving the motion. But Pukini has file opposition suggesting he has no intention of cooperating with vacating the Property.

Section 542 of the Bankruptcy Code provides for turnover of property of the debtor's estate that the Trustee is entitled to use, sell, or lease. See, *In re Sherry & O'Leary, Inc.*, 148 B.R. 248, 256 (Bankr. W.D. Pa. 1992); see also, *In re Weiss-Wolf, Inc.*, 60 B.R. 969, 975 (Bankr. S.D.N.Y. 1986). Trustee argues the Court may order turnover of the Property under 11 U.S.C. § 105(a) to ensure that the sale of the Property is consummated and Pukini, an affiliate of the Debtor, a Defendant in the Insider Action, and an Enjoined Party to the Preliminary Injunction, complies with the Preliminary Injunction. *Chinichian*, 784 F.2d at 1443.

But as in the recent Long Beach proposed sale, this turnover request may be the "bridge too far." Trustee contends that Pukini is a "Defendant" in the Preliminary Injunction and included as an "Enjoined Party", bound to act in accordance with the Preliminary Injunction. The Property is also included within the defined phrase "Enjoined Property" under the Preliminary Injunction. Arguably, Paragraph 9 of the Preliminary Injunction requires Pukini to vacate the Property, and this extends to Kelly Meyer and his children because they constitute "affiliates" of Pukini under the Preliminary Injunction. *Balboa LLC* argues in its opposition that Section 542 is inapplicable because the Property is not property of the estate. Trustee's reliance on section 105(a) and *Chinichian* is also misguided because unlike in *Chinichian*, neither Balboa LLC nor Pukini are debtors. Therefore, the lease agreement between

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them cannot be terminated by the court. While the court appreciates that there is some concern as to whether Balboa LLC is an alter ego of the Debtor. However, it is correct that the Property is not property of the estate and Trustee cannot use Section 542 to force Pukini and/or the other occupants out of the Property as that section is expressly confined to property of the estate. Even if the provision were applicable, this in an inappropriate means as a summary proceeding to determine this issue. California procedural law regarding unlawful detainer and the like also have a role to play. The court urges the parties to work together to resolve this issue over vacating the Property. But it cannot be done in this summary format.

#### H. Striking Balboa LLC Opposition

Balboa LLC opposes the Trustee's sale motion on the basis that it is premature, the Property is not property of the estate, and is not subject to the jurisdiction of the bankruptcy court. However, Trustee replies that the Balboa LLC opposition does not impact approval of the sale because (a) it was filed without authorization from Balboa LLC, LLC; (b) the lease is falsified; (c) even if there is a *bona fide* dispute, the Trustee can sell the Property free and clear of lease under Section 363(f); and (4) the lease is surrendered under California and terminated by the Trustee.

The most noteworthy argument issue here is whether the opposition was filed without authorization from Balboa LLC. Joshua Pukini asserts in his declaration to the Balboa LLC Opposition that he is the "authorized agent of for the 1034 W. Balboa LLC". This authority is apparently sourced by a Purported Resolution agreement that gives Pukini the title of authorized agent but is confined to issues concerning construction and development of the Property. Because the Balboa LLC Opposition does not concern either, the only member of Balboa LLC is Cal-Pac Distressed Real Estate Fund I LLC ("Cal-Pac Real Estate"). Mr. Michael Issa has authority from this court's order to act as Chief Restructuring Officer of CalPac Management, which is the only member of Cal-Pac Real Estate. Thus, Trustee argues that only Mr. Issa had the authorized to file the Balboa LLC Opposition and he was not asked for authorization, nor did he ever provide it. Perhaps the opposition should be

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Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

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11:00 AM

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**Chapter 7**

stricken. However, Balboa LLC has presented some valid arguments concerning turnover of the Property and determination over whether Balboa LLC is an alter ego of the Debtor. Consequently, the court is not prepared to strike the opposition in its entirety until it hears further argument on the issue.

Aside from Balboa LLC, it appears that all parties are in favor of selling the Property (although it might do well to poll them again as it is unclear whether the conditions to consent have been or can be met). But what remains after the sale is dispute over distribution over the sale proceeds. While the court is inclined to grant the motion, if possible, it would like to hear further argument on certain fundamental issues, including the termination of the lease with Pukini and Balboa LLC; and applicability of Section 363 to this Property (not property of the estate) on any basis and turnover regarding non-estate property.

*No tentative. Appearance required.*

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

AB Capital, LLC, a California

Pro Se

**Trustee(s):**

Richard A Marshack (TR)

Represented By  
D Edward Hays  
Alan W Forsley  
Ryan D O'Dea  
Kristine A Thagard  
James C Bastian Jr  
Marc A Lieberman  
Rika Kido

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

Wednesday, November 29, 2023

Hearing Room 5B

11:00 AM

8:22-11585 AB Capital, LLC, a California limited liability co

Chapter 7

**#8.00 Evidentiary Hearing Re:** Chapter 7 Trustees Motion for Order: (1) Confirming the Sale of Real Property Owned by Debtors Affiliate, Subject to Overbid, Comports With the Preliminary Injunction Entered in the Adversary Proceeding; (2) Authorizing the Trustee to Execute Any and All Documents Convenient and Necessary to the Sale; and (3) Granting Related Relief  
**[Real Property Located at 1034 W. Balboa Blvd., #B, Newport Beach, California 92661]**  
**(con't from 11-14-2023) - [Hybrid Hearing]**  
**(cont'd from 11-21-23)**

Docket 494

**Tentative Ruling:**

Tentative for November 14, 2023

See #6, Motions are identical, concerns same property 1034 W. Balboa Blvd., #B, Newport Beach, California 92661. Appearance required.

**Party Information**

**Debtor(s):**

AB Capital, LLC, a California

Pro Se

**Trustee(s):**

Richard A Marshack (TR)

Represented By  
D Edward Hays  
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**United States Bankruptcy Court  
Central District of California  
Santa Ana  
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**Wednesday, November 29, 2023**

**Hearing Room 5B**

11:00 AM

**8:22-11585 AB Capital, LLC, a California limited liability co**

**Chapter 7**

**#9.00 Motion In Limine #1  
(cont'd from 11-21-23)**

Docket 595

**Tentative Ruling:**

- NONE LISTED -

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

AB Capital, LLC, a California

Represented By  
Diana Torres-Brito

**Trustee(s):**

Richard A Marshack (TR)

Represented By  
D Edward Hays  
Alan W Forsley  
Ryan D O'Dea  
Kristine A Thagard  
James C Bastian Jr  
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**United States Bankruptcy Court  
Central District of California  
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**Wednesday, November 29, 2023**

**Hearing Room 5B**

11:00 AM

**8:22-11585 AB Capital, LLC, a California limited liability co**

**Chapter 7**

**#10.00 Motion In Limine #2  
(cont'd from 11-21-23)**

Docket 596

**Tentative Ruling:**

- NONE LISTED -

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

AB Capital, LLC, a California

Represented By  
Diana Torres-Brito

**Trustee(s):**

Richard A Marshack (TR)

Represented By  
D Edward Hays  
Alan W Forsley  
Ryan D O'Dea  
Kristine A Thagard  
James C Bastian Jr  
Marc A Lieberman  
Rika Kido