

**United States Bankruptcy Court
Central District of California
San Fernando Valley
Victoria Kaufman, Presiding
Courtroom 301 Calendar**

Wednesday, February 4, 2026

Hearing Room 301

10:30 AM

1: -

Chapter

#0.00 All hearings on this calendar will be conducted in Courtroom 301 at 21041 Burbank Boulevard, Woodland Hills, California, 91367. All parties in interest, members of the public and the press may attend the hearings on this calendar in person.

Additionally, (except with respect to evidentiary hearings, or as otherwise ordered by the Court) parties in interest (and their counsel) may connect by ZoomGov audio and video free of charge, using the connection information provided below. Members of the public and the press may only connect to the zoom audio feed, and only by telephone. Access to the video feed by these individuals is prohibited.

Parties in interest may participate by ZoomGov video and audio using a personal computer (equipped with camera, microphone and speaker), or a handheld mobile device (such as an iPhone or Android phone). Members of the public, the press and parties in interest may participate by audio only using a telephone (standard telephone charges may apply).

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**United States Bankruptcy Court
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Chapter

Password: 759698

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Docket 0

Tentative Ruling:

- NONE LISTED -

**United States Bankruptcy Court
Central District of California
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10:30 AM

1:24-11322 Rafael Alberto Doratt and Laura Cecilia Alvarez de Doratt

Chapter 7

#1.00 Trustee's Final Report and Applications for Compensation

David Gottlieb, Chapter 7 Trustee

Docket 44

Tentative Ruling:

David Keith Gottlieb, chapter 7 trustee – approve compensation in the amount of \$1,496.26 and reimbursement of expenses in the amount of \$85.00.

The chapter 7 trustee must submit the order within seven (7) days.

Note: No response has been filed. Accordingly, no court appearance by the chapter 7 trustee is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and the relevant applicant(s) will be so notified.

Party Information

Debtor(s):

Rafael Alberto Doratt

Represented By
Nasir A Akhund

Joint Debtor(s):

Laura Cecilia Alvarez de Doratt

Represented By
Nasir A Akhund

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

**United States Bankruptcy Court
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1:25-10027 Robyn Joyce Farrow

Chapter 7

#2.00 Trustee's Final Report and Applications for Compensation

David K. Gottlieb, Chapter 7 Trustee

Docket 19

Tentative Ruling:

David Keith Gottlieb, chapter 7 trustee – approve compensation in the amount of \$289.39 and reimbursement of expenses in the amount of \$25.00.

The chapter 7 trustee must submit the order within seven (7) days.

Note: No response has been filed. Accordingly, no court appearance by the chapter 7 trustee is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and the relevant applicant(s) will be so notified.

Party Information

Debtor(s):

Robyn Joyce Farrow

Represented By
Daniel King

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
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1:24-11323 IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

#3.00 Brown White & Osborn LLP, Special Counsel's First and Final Fee Application for Compensation for Services and Reimbursement of Expenses

Docket 938

*** VACATED *** REASON: Continued to 2/25/26 at 10:30 a.m. per Order entered 1/27/26 [Dkt. 985]

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

IN Holdings, Inc

Represented By

Joseph Axelrod

Susan K Seflin

Jessica Wellington

Ashley M Teesdale

Jonathan Seligmann Shenson

Jessica L Bagdanov

David M Poitras

Cynthia M Cohen

Joint Debtor(s):

IN Holdings Canada, Inc.

Represented By

Susan K Seflin

Jessica Wellington

DAI US HOLDCO INC

Represented By

Susan K Seflin

Jessica Wellington

5310 Holdings, LLC

Represented By

Susan K Seflin

Jessica Wellington

**United States Bankruptcy Court
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1:24-11323 IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

#4.00 Second and Final Application of Jerrel G. John, CPA for Debtors, for Compensation of Services and Reimbursement of Expenses for the Period January 1, 2025 Through December 5, 2025

Docket 939

Tentative Ruling:

Jerrel G. John, CPA ("Applicant"), accountant for the debtors – approve fees of \$79,302.00 and reimbursement of expenses of \$94.20, for the period of January 1, 2025 through December 5, 2025, on a final basis. All fees and expenses approved on an interim basis are approved on a final basis.

Contrary to Local Bankruptcy Rule 2016-1(a)(1)(J), Applicant did not provide a declaration from the reorganized debtors ("Debtors") indicating that they have reviewed Applicant's fee application and have no objection to it. In addition, Applicant did not, pursuant to Local Bankruptcy Rule 2016-1(a)(1)(J), provide a declaration describing the steps that were taken to obtain such a declaration. However, the Debtors have not filed an objection to Applicant's fee application.

Applicant to submit the order within seven (7) days.

Note: No opposition had been filed. Accordingly, no court appearance by Applicant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and Applicant will be so notified.

Party Information

Debtor(s):

IN Holdings, Inc

Represented By

Joseph Axelrod

Susan K Seflin

Jessica Wellington

Ashley M Teesdale

Jonathan Seligmann Shenson

**United States Bankruptcy Court
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CONT... IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

Jessica L Bagdanov
David M Poitras
Cynthia M Cohen

Joint Debtor(s):

IN Holdings Canada, Inc.

Represented By
Susan K Seflin
Jessica Wellington

DAI US HOLDCO INC

Represented By
Susan K Seflin
Jessica Wellington

5310 Holdings, LLC

Represented By
Susan K Seflin
Jessica Wellington

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1:24-11323 IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

#5.00 Second and Final Application of Marula Capital Group LLC for Compensation of Services and Reimbursement of Expenses for the Period August 28, 2024 Through December 5, 2025

Docket 940

Tentative Ruling:

Marula Capital Group LLC ("Applicant"), valuation servicer for the debtors – approve fees of \$14,550.00, for the period of August 28, 2024 through December 5, 2025, on a final basis. All fees approved on an interim basis are approved on a final basis.

Contrary to Local Bankruptcy Rule 2016-1(a)(1)(J), Applicant did not provide a declaration from the reorganized debtors ("Debtors") indicating that they have reviewed Applicant's fee application and have no objection to it. In addition, Applicant did not, pursuant to Local Bankruptcy Rule 2016-1(a)(1)(J), provide a declaration describing the steps that were taken to obtain such a declaration. However, the Debtors have not filed an objection to Applicant's fee application.

Applicant to submit the order within seven (7) days.

Note: No opposition had been filed. Accordingly, no court appearance by Applicant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and Applicant will be so notified.

Party Information

Debtor(s):

IN Holdings, Inc

Represented By

Joseph Axelrod

Susan K Seflin

Jessica Wellington

Ashley M Teesdale

Jonathan Seligmann Shenson

Jessica L Bagdanov

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CONT... IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

David M Poitras
Cynthia M Cohen

Joint Debtor(s):

IN Holdings Canada, Inc.

Represented By
Susan K Seflin
Jessica Wellington

DAI US HOLDCO INC

Represented By
Susan K Seflin
Jessica Wellington

5310 Holdings, LLC

Represented By
Susan K Seflin
Jessica Wellington

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1:24-11323 IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

#6.00 RSM US LLP's Application for Compensation of Services Paid to RSM US LLP as an Ordinary Course Professional Under 11 U.S.C. § 363

Docket 941

Tentative Ruling:

RSM US LLP ("Applicant"), sell-side due diligence servicer for the debtors – approve fees of \$283,500.00, for the period of March 31, 2025 through December 5, 2025, on a final basis.

Contrary to Local Bankruptcy Rule 2016-1(a)(1)(J), Applicant did not provide a declaration from the reorganized debtors ("Debtors") indicating that they have reviewed Applicant's fee application and have no objection to it. In addition, Applicant did not, pursuant to Local Bankruptcy Rule 2016-1(a)(1)(J), provide a declaration describing the steps that were taken to obtain such a declaration. However, the Debtors have not filed an objection to Applicant's fee application.

Applicant to submit the order within seven (7) days.

Note: No response had been filed. Accordingly, no court appearance by Applicant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and Applicant will be so notified.

Party Information

Debtor(s):

IN Holdings, Inc

Represented By

Joseph Axelrod

Susan K Seflin

Jessica Wellington

Ashley M Teesdale

Jonathan Seligmann Shenson

**United States Bankruptcy Court
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CONT... IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

Jessica L Bagdanov
David M Poitras
Cynthia M Cohen

Joint Debtor(s):

IN Holdings Canada, Inc.

Represented By
Susan K Seflin
Jessica Wellington

DAI US HOLDCO INC

Represented By
Susan K Seflin
Jessica Wellington

5310 Holdings, LLC

Represented By
Susan K Seflin
Jessica Wellington

**United States Bankruptcy Court
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1:24-11323 IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

#7.00 Second and Final Fee Application of Province, LLC for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred as Financial Advisor to the Debtors for the Period from August 29, 2024 Through December 5, 2025

Docket 942

*** VACATED *** REASON: Continued to 2/25/26 at 10:30 a.m. per Order entered 1/27/26 [Dkt. 985]

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

IN Holdings, Inc

Represented By
Joseph Axelrod
Susan K Seflin
Jessica Wellington
Ashley M Teesdale
Jonathan Seligmann Shenson
Jessica L Bagdanov
David M Poitras
Cynthia M Cohen

Joint Debtor(s):

IN Holdings Canada, Inc.

Represented By
Susan K Seflin
Jessica Wellington

DAI US HOLDCO INC

Represented By
Susan K Seflin
Jessica Wellington

5310 Holdings, LLC

Represented By
Susan K Seflin
Jessica Wellington

**United States Bankruptcy Court
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CONT... IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

**United States Bankruptcy Court
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10:30 AM

1:24-11323 IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

#8.00 Second and Final Application for Allowance and Payment of Fees and Reimbursement of Expenses of Force Ten Partners LLC, Financial Advisor for the Official Committee of Unsecured Creditors of IN Holdings, Inc. and IN Holdings Canada, Inc.

Docket 944

Tentative Ruling:

The Court will continue the hearing to **10:30 a.m. on February 25, 2026.**

The deadline for the reorganized debtors to file and serve a response to the *Second and Final Application for Allowance and Payment of Fees and Reimbursement of Expenses of Force Ten Partners LLC, Financial Advisor for the Official Committee of Unsecured Creditors of in Holdings, Inc. and in Holdings Canada, Inc.* [doc. 944] is extended to **February 11, 2026.**

The deadline for Force Ten Partners LLC to file and serve a reply to any response is extended to **February 18, 2026.**

Appearances on February 4, 2026 are excused.

Party Information

Debtor(s):

IN Holdings, Inc

Represented By

Joseph Axelrod

Susan K Seflin

Jessica Wellington

Ashley M Teesdale

Jonathan Seligmann Shenson

Jessica L Bagdanov

David M Poitras

Cynthia M Cohen

**United States Bankruptcy Court
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10:30 AM

CONT... IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

Joint Debtor(s):

IN Holdings Canada, Inc.

Represented By
Susan K Seflin
Jessica Wellington

DAI US HOLDCO INC

Represented By
Susan K Seflin
Jessica Wellington

5310 Holdings, LLC

Represented By
Susan K Seflin
Jessica Wellington

**United States Bankruptcy Court
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1:24-11323 IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

#9.00 BG Law LLP's Second and Final Fee Application for
Compensation for Services and Reimbursement of Expenses

Docket 945

*** VACATED *** REASON: Continued to 2/25/26 at 10:30 a.m. per
Order entered 1/27/26 [Dkt. 985]

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

IN Holdings, Inc

Represented By
Joseph Axelrod
Susan K Seflin
Jessica Wellington
Ashley M Teesdale
Jonathan Seligmann Shenson
Jessica L Bagdanov
David M Poitras
Cynthia M Cohen

Joint Debtor(s):

IN Holdings Canada, Inc.

Represented By
Susan K Seflin
Jessica Wellington

DAI US HOLDCO INC

Represented By
Susan K Seflin
Jessica Wellington

5310 Holdings, LLC

Represented By
Susan K Seflin
Jessica Wellington

**United States Bankruptcy Court
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1:24-11323 IN Holdings, Inc and IN Holdings Canada, Inc.

Chapter 11

#10.00 Second and Final Application for Allowance and Payment of Fees and Reimbursement of Expenses of Golden Goodrich LLP, Counsel for the Official Committee of Unsecured Creditors of IN Holdings, Inc. and IN Holdings Canada, Inc.

Docket 965

*** VACATED *** REASON: Continued to 2/25/26 at 10:30 a.m. per Order entered 1/27/26 [Dkt. 985]

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

IN Holdings, Inc

Represented By
Joseph Axelrod
Susan K Seflin
Jessica Wellington
Ashley M Teesdale
Jonathan Seligmann Shenson
Jessica L Bagdanov
David M Poitras
Cynthia M Cohen
Ori S Blumenfeld

Joint Debtor(s):

IN Holdings Canada, Inc.

Represented By
Susan K Seflin
Jessica Wellington

DAI US HOLDCO INC

Represented By
Susan K Seflin
Jessica Wellington

5310 Holdings, LLC

Represented By
Susan K Seflin

**United States Bankruptcy Court
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CONT... IN Holdings, Inc and IN Holdings Canada, Inc.
Jessica Wellington

Chapter 11

**United States Bankruptcy Court
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1:00 PM

1:25-11498 Daniella Lee Parra

Chapter 11

#11.00 Status Conference Re: Chapter 11 Case

fr. 10/1/25

Docket 1

Tentative Ruling:

Having reviewed the *Debtor's Status Report* [doc. 63] and the related declaration of the debtor, the Court will continue the chapter 11 case status conference to **1:30 p.m. on March 18, 2026**, to be held concurrently with the hearing on the adequacy of the *Debtor's Disclosure Statement Describing Chapter 11 Plan of Reorganization* [doc. 65]. See doc. 68.

The Court will prepare the order continuing the chapter 11 case status conference.

Appearances on February 4, 2026 are excused.

Party Information

Debtor(s):

Daniella Lee Parra

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

**United States Bankruptcy Court
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1:00 PM

1:25-12344 Arkadiy Lyampert

Chapter 11

#12.00 Status conference re: chapter 11 case

Docket 1

Tentative Ruling:

The monthly operating report for December 2025 was due on January 21, 2026; as of January 27, 2026, it has not been filed.

Has the debtor filed all required federal and state income tax returns?

How are deed of trust payments and other expenses regarding the debtor's residence, such as property taxes and insurance, being funded?

Who or what entity is paying the debtor's wages or salary as a "home care provider?"

Deadline to file proofs of claim ("Bar Date"): **April 17, 2026.**

Deadline to mail notice of Bar Date: **February 13, 2026.**

The debtor must use the mandatory court-approved form Notice of Bar Date for Filing Proofs of Claim in a Chapter 11 Case, F 3003-1.NOTICE.BARDATE.

Continued chapter 11 case status conference to be held at **1:00 p.m. on May 6, 2026.**

The debtor(s) in possession or any appointed chapter 11 trustee must file a status report, addressing the debtor's progress to confirming a chapter 11 plan, to be served on the debtor's(s)' 20 largest unsecured creditors, all secured creditors, and the United States Trustee, no later than **14 days** before the continued status conference. The status report must be supported by evidence in the form of declarations and supporting documents.

The debtor must lodge the Order Setting Bar Date for Filing Proofs of Claim, using mandatory court-approved form F 3003-1.ORDER.BARDATE, within seven (7) days.

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CONT... Arkadiy Lyampert

Chapter 11

Debtor(s):

Arkadiy Lyampert

Represented By
David B Golubchik
Carmela Pagay

**United States Bankruptcy Court
Central District of California
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Wednesday, February 4, 2026

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1:30 PM

1:25-11102 Extensions Plus, Inc. a California Corporation

Chapter 11

#13.00 Motion of Debtor for Order Approving Third Stipulation Between Debtor and JP Morgan Chase Bank Authorizing Use of Cash Collateral and Adequate Protection

Docket 105

Tentative Ruling:

Grant.

Movant must submit the order within seven (7) days.

Note: No response has been filed. Accordingly, no court appearance by movant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and movant will be so notified.

Party Information

Debtor(s):

Extensions Plus, Inc. a California

Represented By
Peter T Steinberg

Movant(s):

Extensions Plus, Inc. a California

Represented By
Peter T Steinberg

**United States Bankruptcy Court
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1:25-11111 Ostendo Technologies, Inc.

Chapter 11

#14.00 Debtor's Motion For Entry Of An Order: (I) Authorizing The Debtor To Use Cash Collateral And Sale Proceeds To Pay Administrative Expenses; (II) Granting Adequate Protection; And (III) Granting Related Relief

Docket 235

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Ostendo Technologies, Inc.

Represented By
Ron Bender
Krikor J Meshefejian
Robert Carrasco

Movant(s):

Ostendo Technologies, Inc.

Represented By
Ron Bender
Krikor J Meshefejian
Robert Carrasco

**United States Bankruptcy Court
Central District of California
San Fernando Valley
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1:25-11111 Ostendo Technologies, Inc.

Chapter 11

#14.01 Debtors Motion For Entry Of An Order: (1) Authorizing Rejection Of Nonresidential Real Property Lease; And (2) Abandonment Of Personal Property Located At The Rejected Lease Location That Is Not Sold

fr. 12/17/25; 12/30/25; 1/21/26

Docket 199

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Ostendo Technologies, Inc.

Represented By
Ron Bender
Krikor J Meshefejian
Robert Carrasco

**United States Bankruptcy Court
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1:25-11111 Ostendo Technologies, Inc.

Chapter 11

#14.02 Debtor's Motion For An Order: (1) Approving Sale Of Substantially All Of The Debtors Assets Free And Clear of All Liens, Claims, Encumbrances And Interests; (2) Approving Assumption And Assignment Of Unexpired Leases And Executory Contracts And Determining Cure Amounts; (3) Waiving The 14- Day Stay Periods Of Bankruptcy Rules 6004(H) And 6006(D); And (4) Granting Related Relief

[Continued as to equipment]

fr. 10/22/25; 11/12/25; 11/26/25;12/17/25; 12/30/25; 1/21/26

Docket 136

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Ostendo Technologies, Inc.

Represented By
Ron Bender
Krikor J Meshefejian
Robert Carrasco

Movant(s):

Ostendo Technologies, Inc.

Represented By
Ron Bender
Krikor J Meshefejian
Robert Carrasco

**United States Bankruptcy Court
Central District of California
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1:25-11619 Forest Robin and Deborah Robin

Chapter 7

#15.00 Motion to Extend Time to File a Complaint Under 11 U.S.C. §§ 727 and 523
fr. 1/7/26

Docket 12

Tentative Ruling:

The Court will grant the Motion.

I. BACKGROUND

On September 3, 2025, Forest Robin and Debora Robin ("Debtors") filed a chapter 7 petition, initiating bankruptcy case no. 1:25-bk-11619-VK. Nancy J. Zamora was appointed as the chapter 7 trustee (the "Trustee"). The deadline for any party in interest to object to discharge or challenge whether certain debts are dischargeable was December 1, 2025 (the "Deadline"). *See Notice of Chapter 7 Bankruptcy Case – No Proof of Claim Deadline* (the "Notice"), p. 2 [doc. 2].

On October 1, 2025, the Trustee held and concluded the § 341(a) meeting of creditors. The same day, the Trustee filed a *Chapter 7 Trustee's Report of No Distribution*.

In their schedule E/F, Debtors disclosed nonpriority unsecured claims totaling approximately \$229,000. Debtors did not disclose any secured claims or any priority unsecured claims.

On November 26, 2025, Pamela G. Vorsatz ("Movant") filed the Motion [doc. 12]. [FNI] In the Motion, Movant requests that the Court extend the Deadline by 45 days pursuant to Fed. R. Bankr. P. ("Rule") 4004(b) and 4007(c). To the Motion, Movant attached her declaration ("November Vorsatz Decl."). In her declaration, Movant states, in pertinent part:

I am a creditor.

I provided funds not listed by the debtor.

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CONT... Forest Robin and Deborah Robin

Chapter 7

...
I request a 45 day extension.

November Vorsatz Decl., ¶¶ 1-2 and 5.

On December 24, 2025, Debtors filed an opposition to the Motion (the "Opposition") [doc. 21]. In the Opposition, and related declarations attached to the Opposition, Debtors dispute that the Movant holds a claim against either Forest Robin or Debora Robin. *Id.* On December 24, 2025, Movant filed a reply to the Opposition [doc. 22] and Movant's declaration ("December Vorsatz Decl.") [doc. 23]. In her declaration, Movant states, in relevant part:

I personally transmitted funds to Debtor Forest Robin. Debtor disputes the characterization of those transfers.

I seek an extension of time solely to investigate whether those transfers give rise to nondischargeable claims under the Bankruptcy Code...

Facts relevant to the nature, use, and disposition of those funds remain exclusively within Debtor's control.

December Vorsatz Decl., ¶¶ 2-3 and 4.

On January 7, 2026, the Court held an initial hearing on the Motion. On January 8, 2026, the Movant filed her *Supplemental Declaration of Pamela G. Vorsatz in Support of Motion to Extend Time to File Complaint Under Fed. R. Bankr. P. 4004(b) and 4007(c)* ("Supp. Decl.") (doc. 26). The Supp. Decl. states:

I first learned of the bankruptcy after business hours on or about November 14, 2025.

[. . .]

Upon learning of the bankruptcy, I promptly reviewed my available records, contacted the Chapter 7 Trustee, evaluated the need for Rule 2004 discovery, and prepared my motion.

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CONT... Forest Robin and Deborah Robin

Chapter 7

Supp. Decl., ¶¶ 3, 5.

II. LEGAL STANDARDS

Fed. R. Bankr. P. ("Rule") 4004 states, in pertinent part:

(a) Time to Object to Discharge; Notice.

(1) *Chapter 7*. In a chapter 7 case, a complaint, or a motion under § 727(a)(8) or (9) – objecting to a discharge must be filed within 60 days after the first date set for the §341(a) meeting of creditors.

...

(b) Extension the Time to File an Objection.

(1) *Motion Before the Time Expires*. On a party in interest's motion and after notice and hearing, the court may, for cause, extend the time to object to a discharge. The motion must be filed before the time has expired...

Rule 4004(a)(1) and (b)(1). The movant has the burden of proof to demonstrate cause for an extension of time to file a complaint to preclude receipt of a discharge under 11 U.S.C. § 727. *See* Rule 4004(b)(1); *see also In re Bomarito*, 448 B.R. 242, 248 (Bankr. E.D. Cal. 2011) ("The power to extend the 60-day deadlines prescribed in the Rules rests entirely within the discretion of the bankruptcy judge and should not be granted without a showing of good cause, and without proof that the creditor acted diligently to obtain facts within the bar date...but was unable to do so.") (internal quotation omitted).

Rule 4007 provides, in relevant part:

(c) Chapter 7, 11, 12, or 13-Time to File a Complaint Under § 523(c); Notice of Time; Extension. ...[A] complaint to determine whether a debt is dischargeable under § 523(c) must be filed within 60 days after the first date set for the § 341(a) meeting of creditors....On a party in interest's motion filed before the time expires, the court may,

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after notice and a hearing and for cause, extend the time to file.

Rule 4007(c). The advisory committee's note to Rule 4007 explains:

Subdivision (c)...impos[es] a deadline for filing complaints to determine the issue of dischargeability of debts set out in § 523(a)(2), (4) or (6) of the Code. The bankruptcy court has exclusive jurisdiction to determine dischargeability of these debts. If a complaint is not timely filed, the debt is discharged. See § 523(c).

In *In re Sanderson (Willms v. Sanderson)*, 723 F.3d 1094, 1098 (9th Cir. 2013), two creditors filed a motion to extend the deadline for filing a complaint objecting to the debtor's discharge or a motion to dismiss the debtor's case. At the hearing on the creditors' motion, the bankruptcy court *sua sponte* extended the time for the creditors to file a complaint under 11 U.S.C. § 523(c). *Id.* On appeal, the Ninth Circuit Court of Appeals held that the bankruptcy court "abused its discretion by granting the time extension without either a showing or a finding of cause." *Id.* at 1103. As the Court of Appeals explained:

At a minimum, "cause" means excusable neglect. See *Pioneer Inv. Servs. Co. v. Brunswick Assocs. LP*, 507 U.S. 380, 382, 113 S.Ct. 1489, 123 L.Ed.2d 74 (1993)...The bankruptcy court did not attempt to find cause for the time extension—either at the hearing or in its subsequent order. Nor did the [creditors'] motion provide a basis for such a finding.

The [creditors] asserted only that they needed additional time "to complete an investigation and evaluate whether or not a complaint objecting to discharge or a motion to dismiss is warranted." Critically, they failed to explain *why* they did not complete their investigation prior to the deadline. While the "cause" standard may be a lenient one, accepting the [creditors'] request for more time so that they could determine whether or not they even *had* a viable argument for nondischargeability—without any explanation why they could not have made this determination within the time set by Rule 4007—would render the standard toothless. See *9 Collier on Bankruptcy, supra*, at ¶

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4007.04 ("[T]he cause for an extension [under Rule 4004] must be compelling and a creditor must show why it was not able to comply with the deadline as originally set."). The bankruptcy court therefore erred in granting the time extension. [FN 8]

* * *

FN 8: In fact, the bankruptcy court abused its discretion merely by failing to apply the *Pioneer* factors. See *Oyama v. Sheehan (In re Sheehan)*, 253 F.3d 507, 515 (9th Cir. 2001).

Id. at 1103-04.

"The court may extend the time to...act under Rules...4004(a), [and] 4007(c)...but only as permitted by [that] rule...." Rule 9006(b)(3)(A). "It is well established that a creditor who learns of a bankruptcy filing has a duty to inquire into the relevant deadlines." *In re Dewalt*, 961 F.2d 848, 851 n.3 (9th Cir. 1992) (citing *In re Price*, 871 F.2d 97, 99 (9th Cir. 1989)). "[T]he 30-day notice provision of Rule 4007(c) provides a guide to the minimum time within which it is reasonable to expect a creditor to act at penalty of default." *Dewalt*, 961 F.2d at 851.

III. ANALYSIS

Here, Movant timely filed the Motion prior to the expiration of the Deadline. As a result, the Court may extend the time to file a complaint objecting to discharge or to establish nondischargeability of a debt for cause.

Movant represents that she needs additional time to investigate whether the funds that she allegedly personally transmitted to Mr. Robin give rise to a nondischargeable debt under the Bankruptcy Code. December Vorsatz Decl., ¶¶ 2-3.

Movant was not identified as a creditor in Debtors' schedules, and it appears Movant was not served with a copy of the Notice. Movant did not receive notice of Debtors' bankruptcy case until November 14, 2025. Supp. Decl., ¶ 3. Movant did not wait or otherwise delay in taking action as she took immediate steps to contact the chapter 7 trustee and prepare and file the Motion. Supp. Decl., ¶ 5. Although granting Movant's

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request for an extension of time may prejudice Debtors generally (because of their interest in receiving a discharge as soon as practicable), Debtors have not identified any specific prejudice as a result of the requested extension of time. If granted, the extension of time will not impact efficient court administration.

Accordingly, Movant has established cause to extend her deadline to object to Debtors' discharge and the dischargeability of potential debts owed to the Movant.

IV. CONCLUSION

The Court will grant the motion and extend the deadline for Movant to file a complaint, pursuant to 11 U.S.C. § 727 and/or 11 U.S.C. § 523, no later than March 13, 2026.

The Court will prepare the order.

FOOTNOTES

FN1: Debtors did not disclose any claim of Movant (disputed or otherwise) in their schedules.

Party Information

Debtor(s):

Forest Robin	Pro Se
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Joint Debtor(s):

Deborah Robin	Pro Se
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Movant(s):

Pamela G Vorsatz	Pro Se
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Trustee(s):

Nancy J Zamora (TR)	Pro Se
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#16.00 Motion to:
(1) Compel Debtor To Comply With LBR 1002-1(a)(1);
(2) Compel Debtor To Complete Schedule I;
(3) Permit Service Under FRBP 9016 On
Elizabeth Hunter By Mail

fr. 1/7/26

Docket 79

Tentative Ruling:

The Court will deny the motion.

I. BACKGROUND

A. Pre-Petition Activity

In 2012, Peter Kleidman ("Creditor") filed a complaint against Jordan Pearlman ("Debtor") and Debtor's company Cinnessence, LLC ("Cinnessence") in the Supreme Court of New York for the County of New York, asserting breach of guarantee (the "First New York Action"). Declaration of Jordan Pearlman ("Pearlman Decl."), ¶ 12 [doc. 92] and Exh. 2 to Debtor's Request for Judicial Notice, filed on December 24, 2025 (the "RJN") [doc. 93]. In February 2020, the state court in the First New York Action entered a judgment against Debtor and Cinnessence (the "Judgment"). See Pearlman Decl., ¶14; Judgment, attached as Exh. 4 to the RJN.

In June 2025, Creditor filed another complaint (the "Fraudulent Transfer Complaint") against Debtor and Debtor's spouse, Elizabeth Ann Hunter, in the Supreme Court of New York for the County of New York (the "Fraudulent Transfer Action"). Exh. 8 to the RJN. In the Fraudulent Transfer Complaint, Creditor alleges:

In 2015, Debtor and Ms. Hunter were married in California, where they have lived since their marriage and continue to live. Debtor and Ms. Hunter knew that California is a community property state, and that the

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community property estate is generally liable for the debts of either spouse. Prior to their marriage, Debtor informed Ms. Hunter of the First New York Action. To prevent Creditor from collecting on any judgment obtained in the First New York Action against Debtor's and Ms. Hunter's soon-to-be-formed community property estate, Debtor and Ms. Hunter entered into a premarital agreement (the "Agreement"). The Agreement purports to assure that certain property (the "Subject Property"), which otherwise would belong to Debtor's and Ms. Hunter's community property estate, would be Ms. Hunter's separate property. Ms. Hunter did not provide any consideration to Debtor or the community property estate for entering into the Agreement. All of the Subject Property obtained by Ms. Hunter up until April 4, 2020 was fraudulently conveyed and transferred from Debtor's and Ms. Hunter's community property estate to Ms. Hunter. The Subject Property did not go directly into the hands of Ms. Hunter; instead, it became community property and was then transferred to Ms. Hunter under the Agreement.

Fraudulent Transfer Complaint, attached to the RJN as Exh. 8, ¶¶ 13-18 and 25. Based on these allegations, the Fraudulent Transfer Complaint asserts claims under New York law, including fraudulent transfer, constructive fraudulent transfer and aiding and abetting fraudulent transfer and constructive fraudulent transfer.

B. The Bankruptcy Case and Post-Petition Activity

On September 11, 2025, Debtor filed a chapter 7 petition, initiating this case (the "Case"). The initial section 341(a) meeting of creditors was held on October 8, 2025, and continued to November 12, 2025. *See* docs. 4 and 14. On December 8, 2025, the chapter 7 trustee filed a report of no-distribution.

On September 25, 2025, in the Fraudulent Transfer Action, Creditor submitted an *Ex Parte Order for Service by Alternative Means and Extension of Time to Serve* (the "Ex Parte Order") and a supporting memorandum of law. *See* Declaration of Peter Kleidman ("Kleidman Decl."), ¶ 7 [doc. 80]; Ex Parte Order, attached as Exh. 10 to Debtor's Request for Judicial Notice filed on November 6, 2025 [doc. 29]. The state court subsequently entered the Ex Parte Order.

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The Ex Parte Order states that the summons and Fraudulent Transfer Complaint, along with a copy of the Ex Parte Order, shall be served using three addresses, including to the Los Angeles Address and the address of Rachael Berman and Miles Feldman of Raines Feldman Littrell. Ex Parte Order, p. 1. For matters which Creditor has commenced against Ms. Hunter in the Los Angeles area, Ms. Berman represents Ms. Hunter. Declaration of Rachael Berman, ¶ 2 [doc. 28]. Ms. Berman has not entered an appearance on behalf of Ms. Hunter in the Case.

1. Debtor's Voluntary Petition and Schedules

In his voluntary petition, Debtor states that his business address is 5850 Canoga Ave., Suite 400, Woodland Hills, CA 91367 (the "Woodland Hills Address"). At the October 8, 2025 meeting of creditors, Debtor testified that he did not live at the Woodland Hills Address. Declaration of Peter Kleidman ("Kleidman Decl."), ¶ 1 and Exh. 1 thereto, p. 1 [doc. 80]; *see also* Pearlman Decl., ¶¶ 3 and 11. Debtor does not state where he currently lives in his voluntary petition or schedules. [FN1] *See* Pearlman Decl., ¶¶ 3 and 11.

In his schedule E/F, Debtor discloses a disputed claim owed to Creditor in the amount of \$36,408,685. Debtor also discloses a claim owed to Ms. Hunter, in the amount of \$2 million and identifies Ms. Hunter's mailing address as 3336 S. La Cienega Blvd., # 150, Los Angeles, CA 90016 (the "Los Angeles Address"). *See* schedule E/F, p. 4.

In his schedule I, Debtor states that he is self-employed as a director and producer and that Ms. Hunter is self-employed as a writer and producer. According to Debtor, he does not earn any monthly income; Debtor asserts that Ms. Hunter is self-employed and earns \$10,000 per month. In addition, Debtor identifies the Woodland Hills Address as the address where he conducts his business; Debtor does not provide an address where Ms. Hunter conducts her business. Debtor does not disclose how long he or Ms. Hunter have been self-employed. *See* schedule I, p. 1.

2. The Motion, the Opposition and the Reply

On December 17, 2025, Creditor filed *Peter Kleidman's Notice of Motion and Motion to: 1) Compel Debtor to Comply with LBR 1002-1(a)(1); 2) Compel Debtor to*

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Complete Schedule I; 3) Permit Service Under FRBP 9016 on Elizabeth Hunter by Mail (the "Motion ") [doc. 79] and the Kleidman Decl. [doc. 80]. In the Motion, Creditor requests that the Court compel Debtor to provide: (1) Debtor's residential address; (2) Debtor's place of employment; (3) Ms. Hunter's place of employment; (4) the length of time that Debtor and Ms. Hunter have been self-employed; and (5) a statement that shows gross receipts, ordinary and necessary business expenses and the total monthly net income for Ms. Hunter's business.

In addition, Creditor requests that the Court allow him to serve a subpoena on Ms. Hunter under Fed. R. Bankr. P. ("FRBP") 9016 via certified mail, priority mail or express mail to the Los Angeles Address and/or to Ms. Berman. In his declaration, Creditor states:

I want to examine and depose Ms. Hunter to discover (inter alia): (i) what property she acquired during the marriage while living in California; (ii) whether such property is listed in Debtor's bankruptcy schedules under § 541(a)(2); (iii) and if such property is not so listed, the reasons such property does not appear in Debtor's schedules.

I want to serve a subpoena on Ms. Hunter. However, as it stands now, I cannot cause a subpoena to be personally delivered to her because I do not know where she lives or works...

In the state-court action *Kleidman v. Walker-Pearlman*, Los Angeles Superior Court, No. BC599972, I received documents executed by Debtor under penalty of perjury in which he stated that the place of execution was Paris, France, true and correct copies of which are attached hereto in Exhibits 2 and 3. The first is dated July 2, 2025 (first page of Exh. 3). The second is dated July 17, 2025 (4th page of Exhibit 2). The third is dated August 7, 2025 (second page of Exh. 3).

I cannot cause Ms. Hunter to be served with a subpoena by personal delivery. I tried to locate Ms. Hunter for purposes of serving her with the summons and complaint in the Pending New York Action, *Kleidman v. Hunter*, New York Supreme Court, New York County, No. 158049/2025 [doc. 28, at 7-8, ¶15; doc. 29, at 97-111, Exh. 8]. I

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spent substantial sums of money on skip tracers and private investigators trying to serve her, but they could not locate her. I presented this evidence to the New York Court in my application for the Ex Parte Order [doc. 29, at 118].

Kleidman Decl., ¶¶ 4-5 and 6-7 (emphasis omitted).

On December 24, 2025, Debtor filed an opposition to the Motion (the "Opposition") [doc. 92] and the RJN. To the Opposition, Debtor attached the Pearlman Decl. In the Opposition, Debtor states that no provision of the Bankruptcy Code or the FRBP requires Debtor to have or disclose a residential address. Debtor further contends that there is no basis for Debtor to amend his schedule I. Finally, Debtor asserts that Creditor should not be allowed to serve a subpoena on Ms. Hunter under FRBP 9016 via certified mail, priority mail or express mail to the Los Angeles Address and/or to Ms. Berman. In his declaration, December 23, 2025, Debtor states:

I am a film director writer and producer. My wife is Elizabeth Hunter. We married in April 2015.

At the time of the filing of the bankruptcy and to the present, I do not have a permanent residential address anywhere. I temporarily reside in various locations in the United States and in other countries for the purpose of engaging in activities required to try to create film project(s) as a writer/producer/director. However, I consider my place of business as [the Woodland Hills Address], which is a place where I receive my business mail and can conduct business when I am in the Los Angeles Area.

In late 2011 or early 2012, [Creditor] called me and said he obtained a loan from the Russian or Ukrainian mafia....He sounded frightened and agitated. He said that the mafia has access to records which showed that he and I had a business relationship. [Creditor] said that he would have the mafia come after me if I did not pay him \$5,000,000...

A few weeks after that phone call, when I was in my apartment in Los

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Angeles, he told me again that he had f-ed up with the mob and, if I did not pay him the \$5,000,000, that my safety would be in jeopardy.

Additionally, in a conversation I had with [Creditor's] mother...she told me that [Creditor] was obsessed with me and asked me to assist in keeping [Creditor] from harming himself, which I did.

Also, I have been advised by one of my attorneys...as well as some former neighbors in the Los Angeles area, that [Creditor] has hired investigators and attempted to hire investigators who asked them about the comings and goings of my wife and I, as well as to investigate our marriage.

I have taken [Creditor's] threats very seriously. I hired a bodyguard from Elite Team Services and have utilized other security services, including at my wedding, during filming and rehearsals and at public appearances and occasions. Further, I have endeavored to keep our previous permanent and our present temporary residential addresses private due to the persistent fear that he will attempt to harm my wife and I.

Pearlman Decl., ¶¶ 2-3, 7, 8-11. On December 31, 2025, Creditor filed a reply to the Opposition [doc. 101] and evidentiary objections to the Pearlman Decl. (the "Evidentiary Objections") [doc. 102].

On January 27, 2026, Creditor filed a notice of partial dismissal of the Motion (the "Notice of Dismissal") [doc. 135]. In the Notice of Dismissal, Creditor asserts that he is dismissing his request that the Court allow him to serve a subpoena on Ms. Hunter under FRBP 9016 via certified mail, priority mail or express mail. As to the reason for this notice, Creditor represents that Mrs. Hunter has cooperated with Creditor in connection with a subpoena under FRBP 2004.

II. RELEVANT AUTHORITY

A. Venue in Cases Under Title 11

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Pursuant to 28 U.S.C. § 1408:

Except as provided in section 1410 [FN2] of this title, a case under title 11 may be commenced in the district court for the district—

(1) in which the domicile, residence, principal place of business in the United States, or principal assets in the United States, of the person or entity that is the subject of such case have been located for the one hundred and eighty days immediately preceding such commencement, or for a longer portion of such one-hundred-and-eighty-day period than the domicile, residence, or principal place of business, in the United States, or principal assets in the United States, of such person were located in any other district...

B. Debtor's Address Under Local Bankruptcy Rule 1002-1

LBR 1002-1(a)(1) provides that, "[i]n a petition filed under 11 U.S.C. §§ 301, 302, 303, or 1504, the debtor's actual street address must be disclosed in addition to any post office box address."

C. Use of Official Forms Pursuant to FRBP 9009(a)

Under FRBP 9009(a):

The Official Forms prescribed by the Judicial Conference of the United States must be used without alteration--unless alteration is authorized by these rules, the form itself, or the national instructions for a particular form. A form may be modified to permit minor changes not affecting wording or the order of presentation, including a change that:

- (1) expands the prescribed response area to permit a complete response;
- (2) deletes space not needed for a response; or

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(3) deletes items requiring detail in a question or category if the filer indicates--either by checking "no" or "none," or by stating in words--that there is nothing to report on that item.

III. DISCUSSION

Debtor's voluntary petition and his schedule I do not require that Debtor disclose any information, in those documents, other than the information he already has disclosed. Contrary to Creditor's contention, LBR 1002-1(a)(1) does not require Debtor to disclose his residential address. FRBP 9009 concerns only alteration of the Official Forms.

Here, Debtor did not alter his voluntary petition or his schedule I. In addition, Debtor has testified that the Woodland Hills Address is a place where he receives his business mail and can conduct business when he is in the Los Angeles area. *See Pearlman Decl.*, ¶ 2. Such address is sufficient for the purposes of LBR 1002-1(a)(1).

Taking into account Debtor's articulated concerns as to threats posed by Creditor to Debtor and Ms. Hunter, and Debtor's explanation regarding the information which he has provided in his schedule I, the Court will deny Creditor's request for the Court to compel Debtor to provide, in Debtor's schedules, his residential address (if Debtor had one, as of the petition date), his place of self-employment, Ms. Hunter's place of self-employment, the length of time that Debtor and Ms. Hunter have been self-employed and a statement that shows gross receipts, expenses and monthly net income regarding Ms. Hunter's self-employment as a writer and producer.

IV. CONCLUSION

The Court will deny Creditor's request to compel Debtor to provide, in Debtor's schedules, his residential address, Debtor's and Ms. Hunter's place(s) of employment, the length of time that Debtor and Ms. Hunter have been self-employed and a statement that shows gross receipts, business expenses and the total monthly net income for Ms. Hunter's business.

Debtor must submit the order within seven days.

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FOOTNOTES

FN1: In his statement of financial affairs, Debtor represents that, from August 2020 to June 2024, he lived at 10930 Chalon, Los Angeles, CA 90077.

FN2: 28 U.S.C. § 1410 is not applicable to this case.

Tentative ruling regarding the Evidentiary Objections:

Creditor's Evidentiary Objections to the Declaration of Jordan Walker Pearlman [doc. 92]

All identified portions of ¶ 5: Sustained.

Identified portions of ¶ 6: Sustained, except as to "*In or around 2000, Kleidman began exhibiting increasingly erratic behavior.*"

Identified portion of ¶ 9: Sustained to the extent that the identified portion of this paragraph is used to prove that Creditor was obsessed with Debtor and/or that Creditor considered or contemplated harming himself.

Identified portion of ¶ 10: Sustained to the extent that the identified portion of this paragraph is used to prove that Creditor hired investigators and attempted to hire investigators who asked Debtor's attorney(s) and/or former neighbors about the comings and goings of Debtor and Ms. Hunter, as well as to investigate Debtor's and Ms. Hunter's marriage.

Identified portion of ¶ 12: Sustained.

Identified portion of ¶ 14: Sustained.

Identified portion of ¶ 15: Overruled.

Creditor's Evidentiary Objections to the RJN [doc. 93]

Exh. 1: Overruled.

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Party Information

Debtor(s):

Jordan Gene Pearlman

Represented By
Michael G Spector

Trustee(s):

Sandra McBeth (TR)

Pro Se

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#17.00 Motion for an order determining that service of the rule 2004 subpoena on Elizabeth Hunter is valid

Docket 122

*** VACATED *** REASON: Notice of dismissal of motion filed 1/27/26 [Dkt. 133]

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Jordan Gene Pearlman

Represented By
Michael G Spector

Movant(s):

Peter Kleidman

Represented By
Peter Brown Kleidman (Pro Se)

Trustee(s):

Sandra McBeth (TR)

Pro Se

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#17.01 Motion to Deny Debtor's Claimed Exemptions

fr. 1/28/26

Docket 71

Tentative Ruling:

The Court will grant the motion in part and deny the motion in part.

I. BACKGROUND

A. Pre-Petition Activity

Jordan Pearlman ("Debtor") is a film director, writer and producer. Declaration of Jordan Walker Pearlman ("Pearlman Decl"), ¶ 2 [doc. 28]. In the 1990s, Debtor became acquainted with Peter Kleidman ("Creditor"). *Id.*, ¶ 3. According to Creditor, in or around 2007, he entered into an agreement (the "Agreement") with Debtor and Debtor's company Cinessence, LLC ("Cinessence"). See Declaration of Peter Kleidman ("Kleidman Decl."), ¶ 1 [doc. 71]; see also Agreement, attached as Exh. B to the *Complaint for 1) Breach of Contract on Credit Line Agreement and Guarantee; 2) Breach of Contract on Promissory Note and Guarantee; 3) Breach of Contract on Security Agreement*, attached as Exh. 3 to Debtor's Request for Judicial Notice, filed on November 6, 2025 (the "RJN") [doc. 29]. The Agreement states, in part:

RECITALS

WHEREAS, in consideration for the exchange of [Creditor's] reduction of his capital account to a zero balance as of January 1, 2005 and a reduction in his revenue participation in the revenue of [Cinessence], [Debtor] has issued to [Creditor] a Secured Promissory Note, in the amount of Five Million Dollars (\$5,000,000) (the "Note"), to be secured by all of [Cinessence's] and [Debtor's] assets as herein set forth...

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ARTICLE II
SECURITY INTEREST

SECTION 2.1. Grant of Security Interest. As security for the obligations set forth in Section 2.2, each of [Cinissance] and [Debtor] hereby assigns, pledges, hypothecates, charges, mortgages, delivers and transfers to [Creditor], for his benefit, and hereby grants to [Creditor], for his benefit, a continuing security interest of first priority in and to...all of [Debtor's] right, title and interest in and to all assets of [Debtor]...such assets of...[Debtor] shall include, without limitation...all...personal property of...[Debtor]...

Agreement, pp. 1, 3.

In 2012, Creditor filed a complaint against Debtor and Cinissance in the Supreme Court of New York for the County of New York, asserting breach of guarantee (the "New York Action"). Pearlman Decl., ¶ 8 and Exh. 2 to the RJN. In February 2020, the state court entered a judgment against Debtor and Cinissance in the New York Action (the "Judgment"). *See* Pearlman Decl., ¶10; Judgment, attached as Exh. 4 to the RJN.

On January 28, 2024, Creditor recorded a UCC Financing Statement against Debtor with the California Secretary of State (the "Financing Statement"). *See* Kleidman Decl., ¶ 9 and Exh. 1 thereto. On February 6, 2024, Creditor recorded an amendment to the Financing Statement with the California Secretary of State. *See id.* The Financing Statement reflects that Creditor asserts a security interest in "[a]ll of Debtor's right, title and interest in and to all assets of Debtor... such assets of Debtor shall include, without limitation...all...personal property of Debtor..." Financing Statement, p. 1.

B. The Bankruptcy Case and Debtor's Claimed Exemptions

On September 11, 2025, Debtor filed a chapter 7 petition. In his schedule A/B, Debtor disclosed interests in personal property with an aggregate value of \$47,090. Debtor did not disclose any interest in real property.

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In his schedule D, Debtor did not disclose any secured claims. In his schedule E/F, Debtor disclosed a disputed claim owed to Creditor in the amount of \$36,408,685.

In his schedule C, Debtor claimed the following exemptions, among others:

Scheduled Property	Scheduled Value	Amount of Claimed Exemption	Listed Statutory Basis for Exemption	Maximum Amount of Claimed Exemption
Household Furniture and Furnishings	\$500	\$500	Cal. Code of Civ. Proc. ("CCP") § 703.140(b)(3)	Not to exceed \$925 [FN1] in any particular item.
Hal Ketchum limited print (the "Ketchum Print")	\$2,500	\$2,500	CCP § 703.140(b)(3)	Not to exceed \$925 in any particular item.
Clothing, including 2 Armani jackets (the "Jackets") and 2 tuxedos	\$3,000	\$3,000	CCP § 703.140(b)(3)	Not to exceed \$925 in any particular item.
Apple Watch (the "Watch"), Hermes Bracelet and small silver cross	\$1,200	\$1,200	CCP § 703.140(b)(4)	Not to exceed \$2,175 [FN2] in aggregate.

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Ketchum Print	\$2,500	\$2,500	CCP § 703.140(b)(5)	Not to exceed \$1,950 [FN3] in aggregate, plus any unused portion of \$36,750 [FN4] available under CCP § 703.140(b)(1), in aggregate.
Weights	\$100	\$100	CCP § 703.140(b)(5)	Not to exceed \$1,950 in aggregate, plus any unused portion of \$36,750 available under CCP § 703.140(b)(1), in aggregate.
15-20% licensing fee for "Constellation" (the "Licensing Fee Percentage") with the remainder owed to Harlem Hollywood, LLC	Unknown	\$31,075	CCP § 703.140(b)(5)	Not to exceed \$1,950 in aggregate, plus any unused portion of \$36,750 available under CCP § 703.140(b)(1), in aggregate.

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Desk	\$300	\$300	CCP § 703.140(b)(5)	Not to exceed \$1,950 in aggregate, plus any unused portion of \$36,750 available under CCP § 703.140(b)(1), in aggregate.
Viewfinder and writing software	\$300	\$300	CCP § 703.140(b)(5)	Not to exceed \$1,950 in aggregate, plus any unused portion of \$36,750 available under CCP § 703.140(b)(1), in aggregate.
Desk	\$300	\$300	CCP § 703.140(b)(6)	Not to exceed \$10,950 [FN5] in aggregate.
Viewfinder and writing software	\$300	\$300	CCP § 703.140(b)(6)	Not to exceed \$10,950 in aggregate.

See schedule C, pp. 1-2 [doc. 8].

On September 24, 2025, with his schedules and statement of financial affairs, Debtor filed a *Statement of Intention For Individuals Filing Under Chapter 7* [doc. 8].

Although Debtor apparently signed and dated this document, Debtor did not include any information in his Statement of Intention, e.g., to disclose creditors who have claims secured by property or Debtor's intentions with respect to any property that secures a debt, including Debtor's intention to retain or surrender any such property,

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and if such property is claimed as exempt.

C. Creditor's Motion to Deny Debtor's Claimed Exemptions

On December 12, 2025, Creditor filed a motion to deny Debtor's claimed exemptions (the "Motion") and a request for judicial notice in support of the Motion [docs. 71 and 72]. In the Motion, Creditor contends that he has a security interest in all of Debtor's personal property and that Creditor has perfected his security interest in Debtor's personal property.

In his declaration attached to the Motion, Creditor states:

In [the New York Action], I sued to enforce...[the Agreement].

[The Agreement] was executed for my benefit to secure my interest in a \$5 million debt owed to me by Cinessence. This debt was memorialized in a Secured Promissory Note ("Note"), which is referenced in the Recitals of [the Agreement] [doc 29, at 37]. Cinessence is the maker of the Note, Debtor is the guarantor (guaranteeing Cinessence's performance on the Note), and I am the holder of the Note.

This Secured Promissory Note, and Debtor's guaranty thereof, is the basis for the Judgment I obtained against Debtor in [the New York Action].

On March 13, 2020, the New York Court issued a decision and order which determined the validity of the Security Agreement. A true and correct copy of this decision and order is attached to the concurrently-filed request for judicial notice.

Based on [the Agreement], I perfected my security interest in Debtor's collateral by filing a UCC financing statement in 2024

Kleidman Decl., ¶¶ 3-5, 8-9.

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Because Debtor filed a blank Statement of Intention, Creditor argues that Debtor's encumbered personal property is no longer property of the estate and that Debtor cannot claim any exemptions in that personal property.

Creditor further alleges that Debtor's claimed exemptions "are inappropriate," as follows:

1. As to Debtor's claimed exemptions in household furniture and furnishings and certain clothing, Creditor contends that these claimed exemptions are not sufficiently itemized.
2. Regarding Debtor's claimed exemption in the Jackets, Creditor contends this must be limited to \$750 per jacket.
3. As to Debtor's claimed exemption in the Ketchum Print, Creditor states this must be limited to \$725 under CCP § 703.140(b)(3) or disallowed in full, because Debtor already has claimed the maximum amount available pursuant to CCP § 703.140(b)(5).
4. Regarding the Watch, Creditor asserts that Debtor's claimed exemption in the Watch should be disallowed because the Watch is not jewelry.
5. Regarding Debtor's claimed exemption in the Licensing Fee Percentage, Creditor states that CCP § 703.140(b)(5) limits this exemption to \$30,825.
6. Concerning Debtor's claimed exemptions in weights, a desk and a viewfinder and writing software, Creditor asserts this must be disallowed in full, because Debtor already has claimed the maximum amount available pursuant to CCP § 703.140(b)(5).

On January 14, 2026, Debtor filed an opposition to the Motion (the "Opposition") [doc. 119]. In the Opposition, Debtor asserts that Creditor has not overcome the presumptive validity of Debtor's claimed exemptions and that the amounts of the claimed exemptions are appropriate.

In addition, Debtor contends that the Statement of Intention has no impact on the validity of Debtor's claimed exemptions. According to Debtor, the listed options set

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forth in the Statement of Intention regarding his personal property (i.e., surrender, redeem or reaffirm) do not apply because: (1) the debt owed to Creditor is a business debt; (2) redemption only applies to consumer debt; and (3) reaffirmation only applies to debts incurred for the purchase of personal property.

Debtor states that Creditor's security interest in Debtor's personal property, if any, has no effect on the validity of Debtor's exemptions and that Creditor's lien rights, if any, are unaffected by Debtor's claimed exemptions, unless Debtor seeks to avoid Creditor's lien under 11 U.S.C. § 522(f).

Debtor requests that the Court issue an order to show cause as to why Creditor should not be sanctioned under Fed. R. Bankr. P. ("Rule") 9011 for filing a frivolous motion. Debtor does not state that he made a demand on Creditor to withdraw the Motion in accordance with Rule 9011(c)(2)(B). On January 21, 2026, Creditor filed a reply to the Opposition [doc. 130].

II. AUTHORITY

A. Overview of an Individual Debtor's Right to Exemptions

In *In re Gilman*, 887 F.3d 956 (9th Cir. 2018), the Ninth Circuit Court of Appeals provided the following summary regarding exemptions and the application of state law to assess a debtor's claim of exemption:

Filing a Chapter 7 bankruptcy petition creates a bankruptcy estate. 11 U.S.C. § 541(a). At filing, all of the debtor's assets become property of the estate unless they are exempt. *See id.*, 11 U.S.C. § 522. Section 522 provides a default list of exemptions, but allows states to opt out of the federal scheme and define their own exemptions. 11 U.S.C. §§ 522(b)(2), (b)(3)(A), (d).

California has opted out of the federal system. Cal. Civ. Proc. Code § 703.130. As a result, "the bankruptcy court decides the merit of state exemptions, but the validity of the exemption is controlled by California law." [*In re Diaz*, 547 B.R. 329, 334 (B.A.P. 9th Cir. 2016)]; *see also In re LaFortune*, 652 F.2d 842, 846 (9th Cir. 1981).

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Gilman, 887 F.3d at 721 (concerning debtor's claim of homestead exemption under California law).

"Exemptions serve to protect and foster a debtor's fresh start from bankruptcy." *In re Rolland*, 317 B.R. 402, 412-13 (Bankr. C.D.Cal. 2004). "Exemption rights are determined as of the date of the bankruptcy petition." *In re Combs*, 166 B.R. 417, 418 (Bankr. N.D.Cal. 1994).

Under 11 U.S.C. § 522(l), "[u]nless a party in interest objects, the property claimed as exempt [on debtor's schedules] is exempt." [FN6] Existence of a lien is not relevant in determining whether a debtor is entitled to an exemption listed in their schedules. *See In re Mayer*, 167 B.R. 186, 189 (B.A.P. 9th Cir. 1994).

B. Burden of Proof Regarding a Debtor's Claims of Exemption

"Generally, a debtor's claimed exemption is presumptively valid, and the party objecting to a debtor's exemption has the burden of proving that the exemption is improper." *Diaz*, 547 B.R. at 336 (citing *Carter v. Anderson (In re Carter)*, 182 F.3d 1027, 1029 n.3 (9th Cir. 1999); Rule 4003(c) ("the objecting party has the burden of proving that an exemption was not properly claimed.")). However, as the Ninth Circuit Bankruptcy Appellate Panel held in *Diaz*, "where a state law exemption statute specifically allocates the burden of proof to the debtor, Rule 4003(c) does not change that allocation." *Id.* at 337.

California has mandated the use of state exemptions in bankruptcy cases. As set forth in California law, to the extent that a creditor objects to a debtor's claim of exemption, the debtor may bear the burden of proof. *See* CCP §§ 703.580(b) and 704.780(a); *In re Gilman*, 608 B.R. 714, 720 (Bankr. C.D.Cal. 2019) (regarding debtor's intent to reside in property, in connection with assessing debtor's entitlement to homestead exemption under California law, debtor had burden of proof); *compare Gueverra v. Shatleny (In re Guevarra)*, 638 B.R. 120, 129 (B.A.P. 9th Cir. 2022) (under California law, when equitable estoppel is raised in objection to claim of exemption, objecting party bears burden of proof).

"California exemptions are liberally construed in favor of the debtor." *Gueverra*, 638

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B.R. at 128. *See also In re Dunnaway*, 466 B.R. 515, 521 (Bankr. E.D.Cal. 2012) ("The California exemption statutes are to be liberally construed, as their manifest purpose is to save debtors and their families from want by reason of misfortune or improvidence.") (internal quotations and citation omitted).

C. Exemptions Under CCP § 703.140

***1. Household Furnishings, Household Goods and Wearing Apparel
Under CCP § 703.140(b)(3)***

Pursuant to CCP § 703.140(b)(3), a debtor may claim an exemption in:

[t]he debtor's interest, not to exceed [\$925] [FN7] in value in any particular item, in household furnishings, household goods, wearing apparel, appliances, books, animals, crops, or musical instruments, that are held primarily for the personal, family, or household use of the debtor or a dependent of the debtor.

There is no cap in the *aggregate* value of the debtor's interest in items claimed as exempt under CCP § 703.140(b)(3); however, the amount of exemption *per item* cannot exceed \$925.

In *In re Lucas*, 62 B.R. 949 (Bankr. S.D.Cal. 1986), the bankruptcy court held that the debtors' oil paintings and six Hummel figurines constituted exempt household furnishings. *Id.* at 952-53, *aff'd in part, rev'd in part In re Lucas*, 77 B.R. 242 (B.A.P. 9th Cir. 1987). In making that determination, the bankruptcy court cited *Independence Bank v. Heller*, 275 Cal. App.2d 84, 79 Cal.Rptr. 868 (1969) (holding that hanging pictures, drawings and paintings are included as household furnishings; "[i]n the eyes of the law, they are no less necessary than a chair or a rug," and they "serve a useful purpose if only by reason of their aesthetic value.")

In *In re Frazier*, 104 B.R. 255 (Bankr. N.D.Cal. 1989), the debtor filed a motion under 11 U.S.C. § 522(f) to avoid a nonpossessory, non-purchase money lien on property claimed as exempt. The secured creditor contended that the debtor could not avoid its lien on, among other things, "three rings, two televisions, one oil painting, and watch collection." The creditor argued that the debtor had failed to show that the

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items were within the dollar limits imposed by the exemptions under California law and that the debtor could not avoid a lien on a watch collection. *Id.* at 257.

Attached to the creditor's opposition to the motion was a "Valuation," apparently prepared by the debtor contemporaneously with the loan, which listed and valued the personal property as follows: "audio/radio equipment valued at \$550, 3 rings valued at \$1,000, a violin valued at \$200, 2 television sets valued at \$500, an oil painting valued at \$300, a camera valued at \$200 and a watch collection valued at \$500." *Id.* at 256. The court held that: (1) this valuation supported a finding that the debtor was entitled to the claims of exemption; and (2) the watch collection could be fairly characterized as jewelry, an heirloom, wearing apparel or personal effects. *Id.* at 260. The court noted that one of the purposes behind the enactment of section 522(f) was to "prevent creditors from pressuring debtors into reaffirming their debts by threatening to foreclose on personal property of little value to the creditor but of great practical or sentimental value to the debtor." *Id.* at 261 n.9.

In *In re Mohring*, 142 B.R. 389 (Bankr. E.D.Cal. 1992), the debtor filed a motion to avoid a nonpossessory, nonpurchase-money lien granted on "household goods." In schedule B, the debtor's description for household goods and furnishings stated: "at Debtor's Residence, \$1,000." In the debtor's schedule C, the debtor claimed an exemption under CCP § 703.140 in "household goods and furnishings," valued at \$1,000.

The *Mohring* court noted that there are "no bright-line rules for how much itemization and specificity is required. What is required is reasonable particularization under the circumstances." *Id.* at 395 ("it would be silly to require a debtor to itemize every dish and fork") (internal quotation and citation omitted). Based on the debtor's descriptions of his assets, as set forth in his bankruptcy schedules, the *Mohring* court determined that:

[T]he generic listing of 'household goods' worth \$1,000 is incomplete and ambiguous. There is no description of the household goods; they are merely said to be 'at debtor's residence' and worth \$1,000. This does not substantially comply with the requirements of Official Form 6. And it is not adequate to permit the trustee and creditors to determine whether the property is validly exempt. One cannot tell

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whether there are items worth more than [the per item cap under § 703.140(b)(3)] or to which items the lien attaches. Nor can one tell whether any of the items might not be held primarily for the personal, family, or household use of the debtor or a dependent. Cal. Code Civ. P. § 703.140(b)(3).

Id. at 396. Because the debtor's household goods and furnishings were not sufficiently itemized and specified in his schedules, the court denied, without prejudice, the debtor's motion to avoid the secured creditor's lien; in order to support a future motion to avoid the lien, the court noted that the debtor could file amended schedules.

2. Exemption of Jewelry Under CCP § 703.140(b)(4)

Pursuant to CCP § 703.140(b)(4), a debtor may claim an exemption in "[t]he debtor's aggregate interest, not to exceed [\$2,175] [FN8] in value, in jewelry held primarily for the personal, family, or household use of the debtor or a dependent of the debtor." CCP § 703.140(b)(4). Under the exemption provisions of the CCP, a watch can be fairly characterized as jewelry. *See Frazier*, 104 B.R. at 260.

3. "Wild Card" Exemption Under CCP §§ 703.140(b)(1) and (5)

Under CCP § 703.140(b)(1), a debtor may exempt: "the debtor's aggregate interest, not to exceed [\$36,750] [FN9] in value, in real property or personal property that the debtor or a dependent of the debtor uses as a residence, in a cooperative that owns property that the debtor or a dependent of the debtor uses as a residence."

Pursuant to CCP § 703.140(b)(5), a debtor may claim an exemption in "[t]he debtor's aggregate interest, not to exceed [\$1,950] [FN10] in value, plus any unused amount of the exemption provided under paragraph (1), in any property."

D. The Impact of 11 U.S.C. § 521(a)(2)

11 U.S.C. § 521(a)(2) provides for an individual chapter 7 debtor to file a statement of intention concerning the debtor's secured debts. Section 521(a)(2) states, in relevant part:

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(a) The debtor shall--

(2) if an individual debtor's schedule of assets and liabilities includes debts which are secured by property of the estate -

(A) within thirty days after the date of the filing of a petition under chapter 7 of this title or on or before the date of the meeting of creditors, whichever is earlier, or within such additional time as the court, for cause, within such period fixes, file with the clerk a statement of his intention with respect to the retention or surrender of such property and, if applicable, specifying that such property is claimed as exempt, that the debtor intends to redeem such property, or that the debtor intends to reaffirm debts secured by such property; and

(B) within 30 days after the first date set for the meeting of creditors under section 341(a), or within such additional time as the court, for cause, within such 30-day period fixes, perform his intention with respect to such property, as specified by subparagraph (A) of this paragraph;

except that nothing in subparagraphs (A) and (B) of this paragraph shall alter the debtor's or the trustee's rights with regard to such property under this title, except as provided in section 362(h)[.]

11 U.S.C. § 521(a)(2) (emphasis added).

As discussed in 4 *Collier on Bankruptcy* § 521.14[3], at 521-47 (16th ed. 2023): "[T]he savings clause at the end of section 521(a)(2)(B) provides that, except for relief from the automatic stay in some circumstances, section 521(a)(2) is not intended to affect the debtor's rights under the Code."

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E. Awarding Sanctions Under Rule 9011

Rule 9011 provides in pertinent part:

- (b) Representations to the court. By presenting to the court a petition, pleading, written motion, or other document--whether by signing, filing, submitting, or later advocating it--an attorney or unrepresented party certifies that, to the best of the person's knowledge, information, and belief formed after an inquiry reasonable under the circumstances:
- (1) it is not presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase litigation costs;
 - (2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument to extend, modify, or reverse existing law, or to establish new law;
 - (3) the allegations and factual contentions have evidentiary support--or if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and
 - (4) the denials of factual contentions are warranted on the evidence--or if specifically so identified, are reasonably based on a lack of information or belief.
- (c) Sanctions.
- (1) In General. If, after notice and a reasonable opportunity to respond, the court determines that (b) has been violated, the court may, subject to the conditions in this subdivision (c), impose an appropriate sanction on any attorney, law firm, or

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party that committed the violation or is responsible for it. Absent exceptional circumstances, a law firm must be held jointly responsible for a violation committed by its partner, associate, or employee.

(2) By Motion.

(A) In General. A motion for sanctions must be made separately from any other motion or request, describe the specific conduct alleged to violate (b), and be served under Rule 7004.

(B) When to File. The motion for sanctions must not be filed or presented to the court if the challenged document, claim, defense, contention, allegation, or denial is withdrawn or appropriately corrected within 21 days after the motion was served (or within another period as the court may order). This limitation does not apply if the conduct alleged is filing a petition in violation of (b).

(C) Awarding Damages. If warranted, the court may award to the prevailing party the reasonable expenses and attorney's fees incurred in presenting or opposing the motion.

(3) By the Court. On its own, the court may enter an order describing the specific conduct that appears to violate (b) and directing an attorney, law firm, or party to show cause why it has not violated (b).

III. ANALYSIS

A. Disputed Claims of Exemption Under California Law

1. Household Furniture and Furnishings

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Under CCP § 703.140(b)(3), Debtor has claimed an exemption in the amount of \$500 for "Household Furniture and Furnishings," an exemption in the amount of \$100 for "Two Televisions in Storage," an exemption in the amount of \$2,500 for a "Hal Ketchum limited print" and an exemption in clothing "including 2 Armani jackets and two tuxedos." Based on the analysis set forth in *Mohring*, Creditor contends that Debtor has not provided sufficient information in Debtor's schedules to sustain Debtor's claim of exemption in "household furniture and furnishings."

Except for Debtor's separate claims of exemption in two televisions and the Ketchum Print, Debtor has not provided any itemization or specification regarding the "household furniture and furnishings" for which Debtor has claimed an exemption under CCP § 703.140(b)(3). In light of Creditor's objection, Debtor has not met his burden of proof to establish that this personal property is exempt. Consequently, the Court will sustain Creditor's objection to this claim of exemption, without prejudice to Debtor's ability to amend his schedules so that he may qualify for this claim of exemption; this excludes Debtor's separate claims of exemption to the two televisions and the Ketchum Print, which are not affected.

2. Clothing/Wearing Apparel

Pursuant to CCP § 703.140(b)(3), Debtor claimed an exemption in clothing, including the Jackets and two tuxedos. Regarding Debtor's claimed exemption in the Jackets, Creditor contends that the exemption must be limited to \$750 per Jacket.

As of September 11, 2025, when Debtor filed his chapter 7 petition, the actual limit for an item of wearing apparel under CCP § 703.140(b)(3) is \$925. Under CCP § 703.140(b)(3), Debtor may claim an exemption of no more than \$925 for each of the Jackets and each of the tuxedos. For each of these items of wearing apparel, to the extent that Debtor's claim of exemption is based on CCP § 703.140(b)(3), the Court will limit Debtor to an exemption for that item in the amount of \$950 and to an aggregate exemption amount of \$3,000, i.e., the amount of this claim of exemption stated in Debtor's schedule C.

As with Debtor's household furniture and furnishings, in order for Debtor to support his claim of exemption in other wearing apparel, Debtor must provide more

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specification and identification of the wearing apparel for which he is asserting a claim of exemption under CCP § 703.140(b)(3).

3. *The Ketchum Print*

Pursuant to CCP §§ 703.140(b)(3) and (b)(5), Debtor claimed a \$2,500 exemption in the Ketchum Print. Artwork may be claimed as exempt under CCP § 703.140(b)(3). *Lucas*, 62 B.R. at 952. Under CCP § 703.140(b)(3), Debtor cannot exempt the full value of the Ketchum Print; Debtor's claim of exemption under CCP § 703.140(b)(3) is limited to \$925 per item. However, Debtor may claim an exemption in the remaining value of the Ketchum Print under CCP § 703.140(b)(5).

Debtor has not claimed an exemption under CCP § 703.140(b)(1). As a result, to exempt the entire stated value of the Ketchum Print in Debtor's schedule C, Debtor may use the full amount allowed under CCP § 703.140 (b)(1), i.e. \$36,750, on top of the \$1,950 allowed under CCP § 703.140 (b)(5). Because the entire stated value of the Ketchum Print is covered under CCP §§ 703.140(b)(3) and (b)(5), the Court will deny the Motion as to Debtor's claims of exemption in the Ketchum Print.

4. *The Watch*

CCP § 703.140(b)(4) applies to jewelry that does not exceed \$2,175 in value. Under this statute, in his schedule C, Debtor has claimed a \$1,200 exemption in the Watch, an Hermes bracelet and a "small silver cross."

Creditor has objected to this claim of exemption on the basis that the Watch is not properly characterized as jewelry. However, with respect to exemptions under California law, a watch may be fairly characterized as jewelry. *See Frazier*, 104 B.R. at 260. As a result, the Court will deny the Motion as to Debtor's claimed exemption in the Watch.

5. *The Licensing Fee Percentage, Weights, Desk and Viewfinder and Writing Software*

Debtor has claimed exemptions in the following personal property under CCP § 703.140(b)(5): (1) weights, in the amount of \$100; (2) the Licensing Fee Percentage,

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in the amount of \$31,075; (3) a desk, in the amount of \$300; (4) a viewfinder and writing software, in the amount of \$300; and (5) the Ketchum Print, to the extent that the Ketchum Print is not exempt under CCP § 703.140(b)(3) (\$2,500 in aggregate value, minus \$925 exemption under CCP § 703.140(b)(3) = \$1,575 remaining value of the Ketchum Print which is eligible to be exempted under CCP § 703.140(b)(5)).

Creditor asserts that Debtor's claimed exemption in the Licensing Fee Percentage is limited to \$30,825, and that, after applying Debtor's claimed exemption to the Licensing Fee Percentage, Debtor will have claimed the maximum amount available under CCP § 703.140(b)(5).

However, as discussed above, the maximum amount available under CCP § 703.140(b)(5) is \$38,700. Debtor's claimed exemptions under CCP § 703.140(b)(5) total \$34,275 (including the entire \$2,500 claim of exemption in the Ketchum Print); this is below the statutory cap. As a result, under CCP § 703.140(b)(5), Debtor is entitled to his entire claim of exemption in the weights, the Licensing Fee Percentage, the desk, the viewfinder and writing software and the Ketchum Print.

B. The Impact of Debtor's Statement of Intention on Debtor's Claims of Exemption

Creditor contends that, because Creditor has a debt secured by Debtor's personal property and Debtor did not timely file a completed Statement of Intention, Debtor is not entitled to any claims of exemption under 11 U.S.C. § 522. Creditor has not cited any authority which supports this argument.

11 U.S.C. § 521(a)(2) does not provide that it has such an effect on an individual debtor's claims of exemption. In fact, section 521(a)(2) states that, *except as provided in 11 U.S.C. § 362(h)*, it does *not* alter a debtor's rights under the Bankruptcy Code with respect to property that secures a debt.

Under section 362(h), if an individual debtor does not file timely any statement of intention required under section 521(a)(2), then the automatic stay is terminated with respect to "personal property of the estate or of the debtor securing in whole or in part a claim," and such personal property is no longer property of the estate. *See Samson*

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v. Western Capital Partners (In re Blixseth), 684 F.3d 865, 873 (9th Cir. 2012) (all personal property securing a scheduled debt, whether or not that property is identified in the debtor's schedules, is released from the automatic stay if the debtor fails to timely file and comply with the debtor's statement of intention); *Dumont v. Ford Motor Credit (In re Dumont)*, 581 F.3d 1104, 1114 (9th Cir. 2009) (although debtor filed a statement of intention, and properly stated that she intended to retain the property, because debtor failed to indicate one of the permissible means of doing so, the automatic stay was terminated with respect to debtor's automobile, and it was no longer property of the estate). However, such termination of the automatic stay as to encumbered personal property does not mean that the debtor forfeits any claims of exemption under section 522.

Moreover, irrespective of a debtor's sufficient filing of a statement of intention in compliance with section 521(a)(2), and any termination of the stay under section 362(h), the debtor retains the ability to file a motion to avoid certain types of liens, as set forth in section 522(f), to the extent that the lien impairs an exemption to which the debtor is entitled. This ability to avoid liens under section 522(f) encompasses a nonpossessory, nonpurchase-money security interest in, among other things: (1) household furnishings, household goods, wearing apparel, appliances or jewelry that are held primarily for the personal, family or household use of the debtor; and (2) implements, professional book, or tools, of the trade of the debtor. 11 U.S.C. § 522(f) (1).

Irrespective of Creditor's allegedly perfected security interest in Debtor's personal property, and the content of Debtor's Statement of Intention, the Court will not disallow any of Debtor's claims of exemption based on 11 U.S.C. § 521(a)(2).

C. Sanctions

In the Opposition, Debtor asserts that the Motion warrants sanctions under Rule 9011. Regarding this contention, Debtor did not provide Creditor with an opportunity to withdraw the Motion. Instead, Debtor requests that the Court issue an order to show cause as to why Creditor should not be sanctioned for filing the Motion.

With respect to the Motion, the Court will not allow Debtor to avoid the safe harbor

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provisions set forth in Rule 9011(c)(2)(B). Moreover, the Court's assessment is that an award of sanctions against Creditor, in this instance, is not warranted. As a result, the Court will deny Debtor's request for the Court to issue an order to show cause against Creditor under Rule 9011(c)(3).

IV. CONCLUSION

The Court will grant the Motion as to Debtor's claims of exemption under CCP § 703.140(b)(3) in "household furniture and furnishings" and clothing, other than the Jackets and the tuxedos. As to the Jackets and the tuxedos, the allowed exemption will be limited to \$975 per item and, based on Debtor's schedule C, \$3,000 in the aggregate. The Court will deny the Motion as to the remainder of Debtor's claimed exemptions.

Debtor must submit the order within seven days.

FOOTNOTES

FN1: As adjusted April 1, 2025, pursuant to CCP § 703.150(d).

FN2: *See* FN1.

FN3: *See* FN1.

FN4: *See* FN1.

FN5: *See* FN1.

FN6: Rule 4003(b) (1) provides that "a party in interest may file an objection to a claimed exemption within 30 days after the later of: the conclusion of the § 341 meeting of creditors; the filing of an amendment to the list; or the filing of a supplemental schedule[.]"

FN7: *See* FN1.

FN8: *See* FN1.

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FN9: *See* FN1.

FN10: *See* FN1.

Party Information

Debtor(s):

Jordan Gene Pearlman

Represented By
Michael G Spector

Trustee(s):

Sandra McBeth (TR)

Pro Se

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1:25-11327 Lenasi, Inc.

Chapter 11

#18.00 Status conference re: Jointly Administered Chapter 11, Subchapter V Cases
fr. 9/10/25; 9/24/25; 11/5/25; 12/3/25

Docket 1

Tentative Ruling:

On July 24, 2025 Lenasi, Inc. ("Lenasi") and Illuminated Trees, Inc. ("Illuminated" and together with Lenasi, "Debtors") each commenced bankruptcy cases by filing subchapter V chapter 11 petitions. Debtors' cases are jointly administered. The Court has set March 31, 2026 as the deadline for each of Debtors to confirm a chapter 11 plan [doc. 74].

On December 4, 2025, the Court entered the *Order Setting Continued Chapter 11, Subchapter V Case Status Conference* (the "December 2025 Order") [doc. 87]. The December 2025 Order provides:

[N]o later than January 28, 2026, the debtors must file and serve on the Subchapter V trustee and the U.S. trustee a status report addressing each of the debtor's progress towards confirming a subchapter V plan and any additional information the debtors would like to disclose to the Court concerning these subchapter V cases or the chapter 11 plan of Lenasi and/or Illuminated. The status report must be supported by evidence in the form of declarations and supporting documents; and [. . .]

[N]o later than January 9, 2026, the debtors must file their 2024 state and federal income tax returns[.]

Emphasis in original.

On January 28, 2026, Debtors filed: (1) a *Status Report*, (2) income tax documents for Lenasi related to tax year 2024, (3) Lenasi's November and December 2025 monthly operating reports, and (4) Illuminated's November

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Chapter 11

and December 2025 monthly operating reports [docs. 23 and 24 in case no. 25-11328].

Contrary to the December 2025 Order, Debtors have not filed a declaration in support of their Status Report.

Debtors' 2024 Income Tax Returns

With respect to Lenasi's filed tax documents, the purported federal income tax return is undated and unexecuted [doc. 93]. The return does not include a confirmation of e-filing information, evidence that the return was e-filed using a taxpayer PIN or a completed and executed signature authorization form authorizing the preparer to e-file the return. Lenasi's purported state income tax return also is unexecuted [doc. 93].

Based on the filed documentation, the Court cannot evaluate if or when Lenasi's 2024 state and federal income tax returns were filed with the applicable taxing authorities, in accordance with the December 2025 Order.

Illuminated has not filed with the Court any state or federal income tax returns for 2024.

Debtors' Monthly Operating Reports

Lenasi's November monthly operating report sets forth an opening cash balance of \$9,384.04 as of November 1, 2025 [doc. 91]. The instructions to Official Form 425C (applicable to small businesses under chapter 11) state that the amount stated at line 19 "must equal what you reported as the cash on hand at the end of the month in the previous month." However, Lenasi's October 2025 monthly operating report states that Lenasi has \$3,703 as cash on hand as of October 31, 2025 [doc. 86].

Illuminated's November 2025 monthly operating report sets forth an opening cash balance of \$23,133.41 as of November 1, 2025 [doc. 23 in case no. 25-11328]. Illuminated's October 2025 monthly operating report states that Illuminated had \$10,317.11 as cash on hand as of October 31, 2025 [doc. 22 in case no. 25-11328].

In light of Debtors' failure to comply with the December 2025 Order, the Court

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intends to issue an order to show cause why the Court should not, in accordance with 11 U.S.C. §§ 105(a), 349(a) and 1112(b)(1) and (b)(4)(E), dismiss Debtors' cases with a one year bar or convert them to cases under chapter 7.

12/3/25 Tentative Ruling

On July 24, 2025, Lenasi Inc. and Illuminated Trees, Inc. ("Debtors") each filed a subchapter V, chapter 11 petition. Neither of Debtors has filed its monthly operating report for October 2025.

Exhibit E to the amended monthly operating report, filed by Lenasi, Inc. ("Lenasi"), for September 2025 does not include: (1) the date that the postpetition payable was incurred, (2) the purpose of the debt, and (3) when the debt is due. Moreover, in this exhibit, Lenasi has not included its postpetition rental defaults. *See* Claim 11-1. Beginning with Lenasi's monthly operating report for October 2025, Lenasi must provide this information in its monthly operating reports.

In contrast to the cash flow projections attached to *Debtor's Amended Subchapter V Chapter 11 Plan* filed for Lenasi (the "Lenasi Plan") [doc. 82], based on Lenasi's monthly operating reports, Lenasi has not generated \$60,000 in sales for any month since Lenasi filed its chapter 11, subchapter V petition.

Why will Lenasi be able to increase its income substantially, and generate the same amount of income every month, in 2026?

Regarding these cash flow projections, although the Lenasi Plan provides for payments to Ally Bank, which has a lien against Lenasi's Mitsubishi truck, Lenasi does not include any other expenses for this truck in its chapter 11 plan projections. Why is that?

It appears that these cash flow projections significantly understate the contractual amount of Lenasi's postpetition rent payments. *See* Exhibits 2 and 3 to *Declaration of John Harutunian re Lease Payments* [doc. 80]. Has Lenasi entered into a modification of its leases with the lessors to provide for lower rent payments?

The "Feasibility" section in the Lenasi Plan refers to a declaration of John C. Lay. Is

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this a reference to John Harutunian?

The "Feasibility" section of the Lenasi Plan does not discuss that: (1) Lenasi is behind on its postpetition rent payments for its commercial premises in Atlanta, Georgia and (2) Lenasi relies on Illuminated Trees, Inc. ("Illuminated") to make a significant portion of the rent payments for Lenasi's commercial premises in Chatsworth, California and Atlanta, Georgia.

If Lenasi does not cure its postpetition rent arrearages, Illuminated fails to make these rent payments or these leases are otherwise terminated, the leases may be terminated, and Lenasi may be unable to make its chapter 11 plan payments. This information must be added to the "Feasibility" section of Lenasi's chapter 11 plan.

It appears that the cash flow projections attached to *Debtor's Subchapter V Chapter 11 Plan* filed for Illuminated [doc. 21] significantly understate the required amount of its postpetition rent payments. See Exhibits 2 and 3 to *Declaration of John Harutunian re Lease Payments* [doc. 80].

The "Feasibility" section in the chapter 11 plan filed for Illuminated refers to a declaration of John C. Lay. Is this a reference to John Harutunian?

The "Feasibility" section of Illuminated's chapter 11 plan does not discuss that: (1) Illuminated is not a party to the leases for the commercial premises which Illuminated uses in Chatworth, California and in Atlanta, Georgia, (2) there are postpetition rental defaults for its premises in Atlanta, Georgia and (3) Illuminated relies on Lenasi to make a significant portion of these rent payments. If Lenasi fails to make these rent payments or these leases are otherwise terminated, the leases may be terminated, and Illuminated may be unable to make its chapter 11 plan payments. This information must be added to the "Feasibility" section of Illuminated's chapter 11 plan.

No later than **January 9, 2026**, Debtors must file their 2024 state and federal income tax returns.

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CONT... Lenasi, Inc.

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Debtor(s):

Lenasi, Inc.

Represented By
Vahe Khojayan

Trustee(s):

John-Patrick McGinnis Fritz (TR)

Pro Se

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1:25-11945 Patrick Phil Jia

Chapter 11

#19.00 Status conference re: chapter V Voluntary Petition Individual

fr. 11/26/25; 12/10/25

Docket 1

Tentative Ruling:

The Court intends to use the dates and deadlines below regarding confirmation of the *Chapter 11 Plan of Patrick Jia* (the "Plan") [doc. 61]:

Hearing on confirmation of the Plan: **April 15, 2026 at 2:00 p.m.**

Deadline for the debtor to mail the Plan, ballots for acceptance or rejection of the Plan and to file and serve notice of: (1) the confirmation hearing and (2) the deadlines to file objections to confirmation and to return completed ballots to the debtor's counsel: **February 11, 2026.**

The debtor must serve the notice and the other materials (with the exception of the ballots, which should be sent only to creditors in impaired classes) on all creditors, the Subchapter V Trustee and the United States Trustee.

Deadline to return completed ballots to the debtor: **March 4, 2026.**

Deadline for the debtor to file and serve the debtor's brief and evidence, including declarations and the returned ballots, in support of confirmation: **March 11, 2026.** Among other things, the debtor's brief must address whether the requirements for confirmation set forth in 11 U.S.C. § 1191 are satisfied. These materials must be served on the Subchapter V Trustee, the U.S. Trustee and any creditor who returns a ballot rejecting the Plan.

Deadline to file and serve any objections to confirmation: **March 25, 2026.**

Deadline for the debtor to file any reply to objections to confirmation: **April 1, 2026.**

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CONT... Patrick Phil Jia

Chapter 11

Continued chapter 11 case status conference to be held at **2:00 p.m. on April 15, 2026.**

The debtor must submit the scheduling order, setting forth the dates and deadlines regarding confirmation of the Plan and the continued status conference, within seven (7) days.

Party Information

Debtor(s):

Patrick Phil Jia

Represented By
Andrew S Bisom

Trustee(s):

Susan K Seflin (TR)

Pro Se

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1:25-11802 KC 117 LLC

Chapter 11

#20.00 Debtor's Motion to Dismiss Chapter 11 Case and In The
Alternate To Extend Time To File Chapter 11 Plan

fr. 1/21/26

Docket 113

Tentative Ruling:

The debtor must submit evidence to demonstrate: (1) the close of escrow for the sale of the debtor's real property; and (2) the payment in full of secured claims, the approved fees and expenses of the subchapter V trustee and allowed priority and nonpriority unsecured claims.

Party Information

Debtor(s):

KC 117 LLC

Represented By
Shai S Oved

Movant(s):

KC 117 LLC

Represented By
Shai S Oved

Trustee(s):

John-Patrick McGinnis Fritz (TR)

Pro Se

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1:25-11802 KC 117 LLC

Chapter 11

#21.00 Status Conference RE: Subchapter V Case

fr. 11/5/25; 12/10/25; 1/21/26

Docket 1

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

KC 117 LLC

Represented By
Shai S Oved

Trustee(s):

John-Patrick McGinnis Fritz (TR)

Pro Se