

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

Tuesday, February 24, 2026

Hearing Room 301

9:30 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.

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Meeting ID: 160 759 5223

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Docket 0

Tentative Ruling:

- NONE LISTED -

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1:25-12145 Hemman Azzam Sweis

Chapter 13

#1.00 Motion in Individual Case for Order Imposing a Stay or Continuing the Automatic Stay as the Court Deems Appropriate

fr. 12/11/25; 1/22/26

Docket 8

Tentative Ruling:

Grant.

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

Party Information

Debtor(s):

Hemman Azzam Sweis

Represented By
Mark T Young

Movant(s):

Hemman Azzam Sweis

Represented By
Mark T Young

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:26-10130 Ciani Veronique Carter

Chapter 7

#2.00 Motion for relief from stay [UD]

S-OAKS BLVD APARTMENTS OWNER LLC
VS
DEBTOR

Docket 8

*** VACATED *** REASON: No chambers copy of motion provided.
Motion is not on calendar.

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Ciani Veronique Carter

Represented By
Gregory M Shanfeld

Movant(s):

S-Oaks Blvd Apartments Owner

Represented By
Allison Kathleen Higley

Trustee(s):

Jeremy W. Faith (TR)

Pro Se

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1:25-11972 Marianna Muradyan

Chapter 7

#3.00 Motion for relief from stay [PP]

U.S. BANK NATIONAL ASSOCIATION
VS
DEBTOR

Docket 41

Tentative Ruling:

Grant relief from stay pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2).

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to repossess and sell the property.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

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):

Marianna Muradyan

Represented By
Eileen Keusseyan

Movant(s):

U.S. Bank National Association

Represented By
Dane W Exnowski

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CONT... Marianna Muradyan

Chapter 7

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

**United States Bankruptcy Court
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9:30 AM

1:25-12343 Husam Abed Alhakim Almousa

Chapter 7

#4.00 Motion for relief from stay [PP]

TOYOTA MOTOR CREDIT CORPORATION
VS
DEBTOR

Docket 9

Tentative Ruling:

Grant relief from stay pursuant to 11 U.S.C. § 362(d)(1) and (d)(2).

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to repossess and sell the property.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

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):

Husam Abed Alhakim Almousa

Represented By
Joel M Feinstein

Movant(s):

Toyota Motor Credit Corporation

Represented By
Kirsten Martinez

Trustee(s):

Nancy J Zamora (TR)

Pro Se

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1:25-12461 Ara Tamamian

Chapter 7

#5.00 Motion for relief from stay [PP]

VW CREDIT, INC.
VS
DEBTOR

Docket 11

Tentative Ruling:

Grant relief from stay pursuant to 11 U.S.C. § 362(d)(1).

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to repossess and sell the property.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

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):

Ara Tamamian

Represented By
Sevan Gorginian

Movant(s):

VW Credit, Inc.

Represented By
Kirsten Martinez

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CONT... Ara Tamamian

Chapter 7

Trustee(s):

Amy L Goldman (TR)

Pro Se

United States Bankruptcy Court
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1:26-10070 David Joseph Green

Chapter 13

#6.00 Motion for relief from stay [UD]

PMI CARABELLA LLC
VS
DEBTOR

Order of dismissal entered 2/4/26 [Dkt. 14]

Docket 8

***** VACATED *** REASON: No chambers copy of motion provided.
Motion is not on calendar.**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

David Joseph Green

Pro Se

Movant(s):

PMI Carabella LLC

Represented By
Allison Kathleen Higley

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:26-10181 Michael L Smith

Chapter 13

#7.00 Motion in Individual Case for Order Imposing a Stay or
Continuing the Automatic Stay as the Court Deems Appropriate

Docket 10

Tentative Ruling:

The Court will deny the motion as moot.

11 U.S.C. § 362(c)(3) provides, in relevant part:

[I]f a single or joint case is filed by or against a debtor who is an individual in a case under chapter 7, 11, or 13, and if a single or joint case of the debtor was pending within the preceding 1-year period *but was dismissed*, other than a case refiled under a chapter other than chapter 7 after dismissal under section 707(b)--

(A) the stay under subsection (a) with respect to any action taken with respect to a debt or property securing such debt or with respect to any lease shall terminate with respect to the debtor on the 30th day after the filing of the later case...

11 U.S.C. § 362(c)(3)(A) (emphasis added).

The debtor's prior chapter 7 bankruptcy case no. 1:25-bk-11879-VK was not dismissed. As a result, the automatic stay in the current case will not terminate on the 30th day after the petition date. Consequently, the Court will deny the debtor's motion to continue the automatic stay as moot.

The Court will prepare the order.

Party Information

Debtor(s):

Michael L Smith

Represented By
Kenneth H J Henjum

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CONT... Michael L Smith

Chapter 13

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:26-10218 Alanzo Acosta

Chapter 13

#8.00 Motion in Individual Case for Order Imposing a Stay or
Continuing the Automatic Stay as the Court Deems Appropriate

Docket 9

Tentative Ruling:

The Court will grant the motion on an interim basis up to the date of the continued hearing. The Court will continue this hearing to **9:30 a.m. on April 23, 2026.**

No later than **March 3, 2026**, the debtor must serve on all secured creditors notice of the continued hearing date and time and the deadline to file any response 14 days prior thereto. With respect to the alleged secured claim of RCAF Loan Acquisition, LP, it appears that on or around November 19, 2025, such claim was transferred to U.S. Bank Trust National Association, Not in Its Individual Capacity but Solely as Owner Trustee for RCAF Acquisition Trust ("U.S. Bank"). *See Transfer of Claim Other Than for Security* (the "Transfer of Claim") [1:25-bk-11565-VK, doc. 21]. As a result, the notice must be served on U.S. Bank at the below address, as set forth in the Transfer of Claim:

Selene Finance LP
Att: BK Dept
3501 Olympus Blvd, Suite 500
Dallas, TX 75019

In addition, the debtor must timely pay: (1) to U.S. Bank, the March and April 2026 deed of trust payments in the amount of \$8,172 (as stated in his current schedule J) as to the real property located at 8830 Balboa Blvd., Northridge, CA 91325; and (2) his March and April 2026 plan payments in the amount of \$2,684.49, as stated in the debtor's proposed chapter 13 plan [doc. 2]. **No later than April 16, 2026**, the debtor must file a declaration to demonstrate that he timely made his required postpetition deed of trust and chapter 13 plan payments.

The debtor must submit an order within seven (7) days.

Party Information

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CONT... Alanzo Acosta

Chapter 13

Debtor(s):

Alanzo Acosta

Represented By
Nathan A Berneman

Movant(s):

Alanzo Acosta

Represented By
Nathan A Berneman

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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1:26-10019 Gayana Khachikian

Chapter 11

#9.00 Motion for relief from stay [RP]

ANDREW SERDYUK AND ANNA SERDYUK
VS
DEBTOR

Docket 21

Tentative Ruling:

The Court will continue the hearing on the motion for relief from the automatic stay (the "Motion") [doc. 21], filed by creditors Andrew Serdyuk and Anna Serdyuk ("Movants").

The debtor has identified a fee simple ownership interest in the real property located at 12152 Hillside Street, Studio City, California (the "Property"). Schedule A/B, ¶ 1.1 [doc. 12]. The voluntary petition indicates that the Property is the debtor's residence.

In schedule A/B, the debtor states that she has the only interest in the Property, and that the value of her interest is \$1,250,000. At the same time, the debtor asserts that the value of the Property is \$2,500,000. *See id.* In schedule H, the debtor does not disclose any co-debtors [doc. 12].

Title to the Property is held by the debtor and Arshavir Khachikian, as joint tenants. *See* appraisal attached as Exh. 2 to the debtor's opposition to the Motion (the "Opposition"), p. 3 [doc. 27]; Declaration of Andrew Serdyuk ("Serdyuk Decl."), ¶ 6.b and deed of trust attached as Exh. A thereto [doc. 21]. Both the debtor and Mr. Khachikian are borrowers on the loan made by Movants. Exh. A to the Serdyuk Decl. In addition, the proof of insurance attached to the Opposition reflects that the "Named Insured" is Mr. Khachikian, not the debtor. Exh. 1 to the Opposition.

Can Mr. Khachikian make postpetition deed of trust payments and pay other postpetition expenses related to the Property? If not, why not?

To the Opposition, the debtor attached the declaration of real estate appraiser Albert

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CONT... Gayana Khachikian

Chapter 11

Khachikyan. Is Albert Khachikyan related to the debtor or Mr. Khachikian?

In the Opposition, the debtor represents that she intends to sell the Property or to lease it. To date, the debtor has not filed an application to employ a real estate agent.

No later than March 2, 2026, the debtor must file an application to employ a real estate agent. No later than March 16, 2026, the debtor must file and serve declarations of the debtor and the debtor's real estate agent which discuss the efforts made postpetition to market and sell or lease the Property, expressed interest of any potential buyers or lessees in the Property, including any offers made to purchase or lease the Property, and any progress made with respect to that sale or lease. The declarations must be supported by documentary evidence.

Party Information

Debtor(s):

Gayana Khachikian

Represented By
Vahe Khojayan

Movant(s):

Andrew Serdyuk

Represented By
Eric Bensamochan

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1:23-10613 Marion Elisabeth Greenblatt

Chapter 7

Adv#: 1:25-01082 Gottlieb v. Greenblatt

#10.00 Status conference re: complaint to deny discharge

Docket 1

Tentative Ruling:

Plaintiff's unilateral status report indicates that defendant requested a stay of the adversary proceeding. How was that request made?

Assuming that defendant does not get a discharge, given that creditors probably will be unable to obtain payment of their claims directly from defendant - in light of the chapter 7 trustee's sale of defendant's house and mobile home and defendant's advanced age - is it likely that plaintiff's attorney's fees and expenses for prosecuting this adversary proceeding will result in there being little to no distribution to defendant's creditors from property of the estate?

Party Information

Debtor(s):

Marion Elisabeth Greenblatt

Represented By
Daniel J McCarthy

Defendant(s):

Marion Elisabeth Greenblatt

Pro Se

Plaintiff(s):

David K. Gottlieb

Represented By
Bradford Barnhardt

Trustee(s):

David Keith Gottlieb (TR)

Represented By
D Edward Hays
Bradford Barnhardt
Tinho Mang

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1:24-10035 Varunkumar Pankajbhai Suthar

Chapter 7

Adv#: 1:24-01009 EQUATE MEDIA, INC., et al v. Suthar et al

#11.00 Pretrial conference re: complaint to determine dischargeability of debt pursuant to 11 U.S.C. § 523(a)

fr. 10/30/25; 12/11/25; 1/22/26(stip)

Stipulation to continue filed 2/9/26

Docket 1

***** VACATED *** REASON: Hearing continued to 4/2/26 at 1:30 p.m. per Order entered 2/10/26. [Dkt. 166]**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Varunkumar Pankajbhai Suthar

Represented By
Eric Bensamochan

Defendant(s):

Varunkumar Pankajbhai Suthar

Represented By
Eric Bensamochan
Robert A Kashfian

Disha Virendrabhai Suthar

Represented By
Eric Bensamochan
Robert A Kashfian

Joint Debtor(s):

Disha Virendrabhai Suthar

Represented By
Eric Bensamochan

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CONT... Varunkumar Pankajbhai Suthar

Chapter 7

Plaintiff(s):

EQUATE MEDIA, INC.,

Represented By
Leslie A Cohen
Daniel Gutenplan
Robert A Kashfian

BUDGET VAN LINES, INC.

Represented By
Leslie A Cohen
Daniel Gutenplan
Robert A Kashfian

QUOTE RUNNER, LLC.

Represented By
Leslie A Cohen
Daniel Gutenplan
Robert A Kashfian

HOME EXPERT, INC.

Represented By
Leslie A Cohen
Daniel Gutenplan
Robert A Kashfian

Trustee(s):

David Keith Gottlieb (TR)

Represented By
Laila Rais
Devan De los Reyes

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1:24-11300 Anush Arakelyan

Chapter 7

Adv#: 1:25-01084 Gottlieb v. Arakelyan

- #12.00** Status conference re: complaint for:
(1) Quiet title and declaratory relief regarding real property commonly known as 8008 Wilkinson Avd., North Hollywood, CA 91605;
(2) Avoidance , recovery, and preservation of avoidable postpetition transfers [11 U.S.C. §§ 549, 550 and 551];
(3) Turnover [11 U.S.C. § 542]; and
(4) Willful violation of the automatic stay [11 U.S.C. § 362]

Docket 1

***** VACATED *** REASON: Another summons issued. Status conference is scheduled for 3/5/26 at 1:30 P.M.**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Anush Arakelyan Pro Se

Defendant(s):

Vartan Arakelyan Pro Se

Plaintiff(s):

David K. Gottlieb Represented By
Tinho Mang

Trustee(s):

David Keith Gottlieb (TR) Represented By
Laila Rais
Bradford Barnhardt

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1:25-10264 Tracey Janet Silva

Chapter 7

Adv#: 1:25-01018 Silva v. DEPARTMENT OF EDUCATION

#13.00 Status Conference re: Complaint to Determine that Debtor's
Student Loans Are Dischargeable Under Section 523(a)(8)(B)

fr. 5/21/25(stip); 7/29/25; 7/28/25(stip); 9/25/25 (stip); 11/25/25(stip)

Docket 1

Tentative Ruling:

On February 5, 2026, the parties filed a joint status report in which they report that they are engaged in settlement negotiations to resolve the adversary proceeding.

The status conference will be continued to **1:30 p.m. on May 14, 2026.**

No later than **April 30, 2026**, the parties must submit a joint status report in accordance with Local Bankr. R. 7016-1(a).

Appearances on February 24, 2026 are excused.

Party Information

Debtor(s):

Tracey Janet Silva

Represented By
Sevan Gorginian

Defendant(s):

DEPARTMENT OF EDUCATION

Pro Se

Plaintiff(s):

Tracey Janet Silva

Represented By
Sevan Gorginian

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CONT... Tracey Janet Silva

Chapter 7

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

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1:25-10804 Donna Graves

Chapter 7

Adv#: 1:25-01047 MAS Media Inc., a corporation v. Graves

#14.00 Status Conference to Determine Nondischargeability of Debt (11 U.S.C. Section 523(a)(2)(A), (4) and (6)) and Show Cause why (i) this adversary proceeding should not be dismissed for failure to prosecute; and (ii) the court should not issue sanctions against plaintiff

fr. 11/13/25; 12/4/25; 2/5/26

Docket 1

Tentative Ruling:

On February 9, 2026, the Court entered an Order to Show Cause why this adversary proceeding should not be dismissed for failure to prosecute and why plaintiff should not pay sanctions in the form of attorney's fees to defendant, because defendant's counsel appeared at the February 5, 2026 status conference and plaintiff's counsel did not appear.

On February 18, 2026, counsel for plaintiff filed a written response to the Order to Show Cause. Taking into account the plaintiff's response, this adversary proceeding will not be dismissed because of plaintiff's failure to appear at the status conference on February 5.

However, plaintiff must pay sanctions in the form of \$500.00 in attorney's fees to defendant's counsel Stella A. Havkin, for her appearance on behalf of defendant at the February 5th status conference. That payment must be made no later than March 9, 2026, and plaintiff must concurrently file a declaration stating that the payment has been timely made to Stella Havkin.

With respect to the parties' joint status report filed on January 21, 2026, the parties should be prepared to discuss the following:

Why doesn't the defendant want this matter sent to mediation at this time?

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CONT... Donna Graves

Chapter 7

Deadline to complete discovery: **April 17, 2026.**

Deadline to file pretrial motions: **April 30, 2026.**

Deadline to complete and submit pretrial stipulation in accordance with Local Bankruptcy Rule 7016-1: **May 7, 2026.**

Pretrial conference: **May 21, 2026 at 1:30 p.m.**

In accordance with Local Bankruptcy Rule 7016-1(a)(3), within seven (7) days after this status conference, the plaintiff must submit a Scheduling Order.

If any of these deadlines are not satisfied, the Court will consider imposing sanctions against the party at fault pursuant to Local Bankruptcy Rule 7016-1(f) and (g).

Party Information

Debtor(s):

Donna Graves

Represented By
Marc A Lieberman

Defendant(s):

Donna Graves

Represented By
Stella A Havkin

Plaintiff(s):

MAS Media Inc., a corporation

Represented By
Jack M Schuler

Trustee(s):

Amy L Goldman (TR)

Pro Se

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1:25-10968 Wesley Louis Montgomery

Chapter 7

Adv#: 1:25-01053 Montgomery v. Department of Education

#16.00 Status conference re: complaint to determine dischargeability of student loan
fr. 10/23/25; 11/21/25; 2/5/26

Docket 1

Tentative Ruling:

See cal. no. 15.

Party Information

Debtor(s):

Wesley Louis Montgomery Pro Se

Defendant(s):

Department of Education Pro Se

Plaintiff(s):

Wesley Louis Montgomery Pro Se

Trustee(s):

Amy L Goldman (TR) Pro Se

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1:25-11756 Ani Geghuhi Sahakyan

Chapter 7

Adv#: 1:25-01085 American Express National Bank v. Sahakyan

#17.00 Status conference re: complaint objecting to the dischargeability of debt under 11 U.S.C. §§ 523(a)(14) and 523(a)(14A)

Docket 1

Tentative Ruling:

Plaintiff has not filed a proof of service of the summons, complaint, Judge Kaufman's status conference instructions, and notice of status conference on defendant, and the parties have not filed a joint status report.

On February 10, 2026, plaintiff filed a unilateral status report. However, plaintiff did not comply with the mandatory provisions of Local Bankruptcy Rule 7016-1(a), i.e., plaintiff did not file a declaration setting forth the attempts made by plaintiff to contact or obtain the cooperation of defendant.

In the unilateral status report, plaintiff represents that the parties are engaging in settlement discussions; plaintiff requests a continuance of 45 to 60 days for it to complete settlement discussions. The parties should file any stipulation(s) regarding an extension of time for defendant to file an answer or other responsive pleading with the Court.

No later than 14 days before any continued status conference, plaintiff must file proof(s) of service of the summons, complaint, Judge Kaufman's status conference instructions, and notice of the continued status conference on defendant.

Party Information

Debtor(s):

Ani Geghuhi Sahakyan

Represented By
Aris Artounians

Defendant(s):

Ani Geghuhi Sahakyan

Pro Se

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CONT... Ani Geghuhi Sahakyan

Chapter 7

Plaintiff(s):

American Express National Bank

Represented By
Dennis C. Winters

Trustee(s):

Amy L Goldman (TR)

Pro Se

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1:25-11945 Patrick Phil Jia

Chapter 11

Adv#: 1:25-01083 Jia v. Buchanan

#18.00 Status conference re: complaint to avoid and recover preferential transfer

Docket 1

Tentative Ruling:

Deadline to complete discovery: 3/31/26.

Deadline to file pretrial motions: 4/9/26.

Deadline to complete and submit pretrial stipulation in accordance with Local Bankruptcy Rule 7016-1: 6/2/26.

Pretrial: 6/16/26 at 1:30 p.m.

In accordance with Local Bankruptcy Rule 7016-1(a)(3), within seven (7) days after this status conference, the plaintiff must submit a Scheduling Order.

If any of these deadlines are not satisfied, the Court will consider imposing sanctions against the party at fault pursuant to Local Bankruptcy Rule 7016-1(f) and (g).

Party Information

Debtor(s):

Patrick Phil Jia

Represented By
Andrew S Bisom

Defendant(s):

Jerome Buchanan

Pro Se

Plaintiff(s):

Patrick Phil Jia

Represented By
Andrew S Bisom

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Chapter 11

Trustee(s):

Susan K Seflin (TR)

Pro Se

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1:20-11850 Mariyan Khosravizadeh

Chapter 7

Adv#: 1:21-01003 Soleimanian et al v. Khosravizadeh

#19.00 Motion to Reopen Adversary Proceeding

Docket 51

Tentative Ruling:

Grant. *See* cal. no. 20.

Party Information

Debtor(s):

Mariyan Khosravizadeh

Represented By
Stephen L Burton

Defendant(s):

Mariyan Khosravizadeh

Represented By
Stephen L Burton

Plaintiff(s):

Hamid Soleimanian

Represented By
Sanaz Sarah Bereliani

KAM LP

Represented By
Sanaz Sarah Bereliani

Trustee(s):

David Keith Gottlieb (TR)

Represented By
Peter J Mastan
Ashleigh A Danker

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Adv#: 1:21-01003 Soleimanian et al v. Khosravizadeh

#20.00 Motion to Enforce Settlement Agreement and Enter Judgment for Default

Docket 52

Tentative Ruling:

The Court will deny the motion.

I. BACKGROUND

On October 18, 2020, Mariyan Khosravizadeh ("Debtor") filed a chapter 7 petition, commencing case no. 1:20-bk-11850-VK (the "Bankruptcy Case"). David Keith Gottlieb was appointed as the chapter 7 trustee (the "Trustee").

On January 22, 2021, Hamid Soleimanian and KAM LP ("Plaintiffs") filed a complaint (the "Complaint") [doc. 1] against Debtor, initiating adversary proceeding no. 1:21-ap-01003-VK. In the Complaint, Plaintiffs asserted the following claims: (1) nondischargeability of debt under 11 U.S.C. § 523(a)(2)(A); (2) nondischargeability of debt under 11 U.S.C. § 523(a)(6); (3) objection to discharge under 11 U.S.C. § 727(a)(4)(A); and (4) objection to discharge under 11 U.S.C. § 727(a)(3). In March 2021, Debtor filed an answer to the Complaint [doc. 5].

A. The Settlement Agreement and the Modification of the Same

In June 2022, Plaintiffs filed a *Notice and Motion to Approve Settlement Between Plaintiffs Hamid Soleimanian and Kam LP; Defendant(s) Mariyan Khosravizadeh Et. Al; and David Gottlieb, Ch 7 Trustee as to 11 U.S.C 523 and 11 U.S.C. 727 in the Adversary Proceeding* (the "Motion to Approve Compromise") [Bankruptcy Case, doc. 115]. To the Motion to Approve Compromise, Plaintiffs attached as Exh. 1 a copy of a settlement agreement (the "Agreement") between Plaintiffs, the Trustee and Debtor and other entities involved in a related state court proceeding. The Agreement provides:

This Stipulation as to Non-dischargeability of Debt and Denial of

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Discharge under 11 USC 727 ("the Agreement") is entered into by HAMID SOLEIMANIAN, Esq., an Individual, KAM LP, A California Limited Partnership, and LAW OFFICES OF HAMID SOLEIMANIAN, INC., a California Corporation (A/K/A Law Offices of Hamid Soleimanian, Inc.) (collectively, "Plaintiffs") and defendant MARIYAN KHOSRAVIZADEH, individually (A/K/A ZAHRA M. KHOSRAVIZADEH, an Individual aka ZAHRA MARIYAN KHOSRAVIZADEH aka MARIYAN KHOSRAVIZADEH ("Debtor"); IN HIS PRESENCE, LLC., a California Limited Liability Company, 16717 VANOWEN LLC, a California Limited Liability Company, 23830 HATTERAS LLC, a California Limited Liability Company, 6843 ZELZAH LLC, a California Limited Liability Company, Nominal Defendant, and MARIYAN CONSULTING, INC. (collectively, "Defendants"). Further, for purposes of the resolution of the 727 cause of action, David Gottlieb, Chapter 7 Trustee for the Estate of Mariyan Khosravizadeh, is a party to this settlement and signs on behalf of the Defendant entities listed herein. Plaintiffs, Defendant(s), and Trustee are collectively referred to as the "Parties" or individually as "Party." This Agreement is effective on the later of the execution of the Agreement or the Court entering an order approving the Agreement (the "Effective Date")...

RECITALS

L. The Parties consent to an entry of Order/stipulated judgment that the debt owed to Plaintiffs by Defendants of Three Hundred Twenty Thousand dollars (\$320,000.00) shall be a non-dischargeable debt as against Debtor and denial of discharge under 11 USC 727(f)(1), without the need for trial or adjudication of any issue of fact or law.

N. Should the Defendant, Mariyan Khosravizadeh, fail to complete the terms of this settlement by not making all required payments timely, she will be denied her discharge under 11 USC 727.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms set forth below, it is agreed:

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1. Settlement Sum: Debtor shall pay the total sum of Three Hundred Twenty Thousand dollars (\$320,000.00), representing the full and final settlement of all Plaintiffs' claims against Defendants ("the Settlement Sum") pursuant to the Payment Plan described in Paragraph 2. Soleiman Brothers LLC is the assignee to Plaintiffs' rights under this Agreement.

a. Debtor shall provide her monthly payment by wire transfer to the Law Office of Stephen L. Burton by or before the due dates set out below...

b. By or before the 15th of the month, Attorney Burton shall provide 15% of that payment to David Gottlieb, Ch 7 Trustee at the address/wire instructions found on Exhibit "B" attached.

c. By or before the 15th of the month, Attorney Burton shall provide 85% of that payment to "Soleiman Brothers LLC" at the address/wire instructions found on Exhibit "C" attached.

2. Payment Plan: Beginning on the fifteenth (15th) day of the first month after the date of full execution of this Agreement, Debtor shall wire to the Law Office of Stephen L. Burton the amount of Five Thousand Dollars (\$5,000.00) per month with the Memo Line "1:21-ap-01003; Hamid". Debtor shall continue to wire the Law Office of Stephen L. Burton a monthly payment of at least Five Thousand Dollars (\$5,000.00) by or before the fifteenth day of each succeeding month until the sum of Three Hundred Twenty Thousand dollars (\$320,000.00) is satisfied...

3. Application of Monthly Payments. All payments made by Debtor as set forth in Paragraph 2 will be credited against the Settlement Sum or the judgment amount, whichever the case maybe.

4. Debtor agrees to pay the total of \$320,000.00 within 24 months of the Effective Date of execution of the Agreement. If Debtor does not

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pay the total amount of the Settlement Sum within the agreed-upon 24-month period but does pay at least the sum of Two Hundred Twenty Thousand dollars (\$220,000.00) within the same 24-month period, the Debtor shall have a grace period of ninety (90) days to pay the balance of the settlement sum without being in default. Defendants shall be in breach of this Agreement if Defendants do not pay the sum of at least Two Hundred Twenty Thousand Dollars (\$220,000.00) within the agreed upon 24-month period or Defendants pay at least the sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) within the agreed upon 24-month period but does not cure the deficiency within the ninety (90) day grace period. Notwithstanding, if Debtor pays the sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) within the first 12 months without any default, the Settlement Sum shall be considered paid in full and the last One Hundred Thousand Dollars (\$100,000.00) shall be waived by Plaintiffs.

7. If Debtor fails to timely make any payment pursuant to the Payment Plan, and Debtor fails to cure the default, a Stipulated Judgment shall be entered against Debtor as set forth in Recital L, to be offset by a credit for any portion of the Settlement Sum paid as of that date and a discharge shall be denied to the Debtor.

10. No Discharge: Defendants agree that this settlement, the Settlement Sum, and/or the stipulated judgment shall not to be discharged in bankruptcy. Parties acknowledge that MARIYAN KHOSRAVIZADEH has filed Chapter 7 Bankruptcy Case Number 1:20-bk-11859-VK. Should MARIYAN KHOSRAVIZADEH makes all of the payments in full to the Plaintiffs/Parties, according to the terms of this Agreement, the stipulated judgements in the Adversary actions shall not be lodged or entered, and the stipulated judgment shall be considered satisfied in full. Thereafter, the Trustee will file a declaration with the Court reflecting the Debtor's performance of the settlement and that the Discharge shall be entered.

11. Default/Notice of Cure Period: If a payment pursuant to the Payment Plan is not received by Plaintiffs within ten (10) calendar days

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of its due date pursuant to Paragraph 2, then Defendants shall be in Default under this Agreement. In the event of a Default as set forth herein, Plaintiffs shall provide Notice of such Default pursuant to Paragraph 32 to Defendants. Defendants shall have ten (10) calendar days from the date that Plaintiffs provide Notice of Default to cure the Default by paying all amounts past due to Plaintiffs.

20. Enforceable Pursuant to California Code of Civil Procedure Section 664.6: The Parties acknowledge that the Bankruptcy Court shall retain jurisdiction over this settlement, pursuant to Code of Civil Procedure section 664.6, to supervise, interpret, and enforce the terms and conditions of the Agreement, and for the purpose of enabling any party to the Agreement to apply to the Bankruptcy Court at any time for such further orders or directions as may be necessary or appropriate for the resolution of any dispute regarding the Agreement. The Parties agree and do stipulate that the Bankruptcy Court shall retain jurisdiction over the Agreement for all purposes...

26. No Amendments: *The Agreement shall not be amended or modified except by a writing signed by the Parties.*

Agreement, pp. 1, 3-5, 6, 9, 10 (emphasis added). In July 2022, the Court entered an order granting the Motion to Approve Compromise and approving the Agreement [Bankruptcy case, doc. 120].

On October 25, 2022, the Trustee filed a stipulation between the Trustee, Plaintiffs and Debtor amending the Agreement (the "Stipulation") [Bankruptcy Case, doc. 138]. In the Stipulation, the parties asserted that Debtor's discharge could not be entered while Plaintiff's claims under section 727 were pending and that Debtor wished to seek her discharge before she made all payments under the Agreement. In addition, the parties represented that the Trustee wished to receive the full amount due to the estate under the Agreement sooner than the approved two-year time period.

The next day, the Court entered an order approving the Stipulation (the "Order") [Bankruptcy Case, doc. 140]. The Order provides:

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1. The Stipulation is approved

2. [The Agreement] is hereby modified such that the Debtor shall pay to the Estate the total amount of \$48,000 as follows:

a. By no later than October 31, 2022, Debtor shall deliver to the Trustee the amount of \$30,000 by cashier's check made payable to "David Gottlieb, Trustee."

b. By no later than November 20, 2022, Debtor shall deliver to the Trustee the amount of \$18,000 by cashier's check payable to "David Gottlieb, Trustee."

3. Each of the payments referenced in Paragraph 2 above shall constitute a dollar for dollar reduction of the Debtor's \$320,000 obligation under [the Agreement].

4. Upon the Trustee's receipt of the full \$48,000 referenced in Paragraph 2 above (and such amounts having cleared the banking process), all further payments under [the Agreement] shall be paid by the Debtor to the Plaintiffs (or their designee).

5. Within 10 days of the Trustee's receipt of the full \$48,000 referenced in paragraph 2 above (and such amounts having cleared the banking process), the Trustee shall file a declaration with the Court in the Case reflecting the Debtor's performance of her payment obligations under [the Agreement] with respect to the Estate. Thereafter, the plaintiffs and defendants in the Adversary Proceeding may stipulate to the dismissal of the Section 727 claims pending therein and the Debtor may after such dismissal request from the Court Clerk entry of her discharge.

6. If Debtor fails to timely make any payment *to the Trustee*, then the default provisions under [the Agreement] (including without limitation the entry of a judgment denying the Debtor's discharge under 11 U.S.C. § 727) shall apply.

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Order, pp. 2-3 (emphasis added).

B. Post-Agreement Activity

In November 2022, the Trustee filed his declaration regarding Debtor's payments to the Trustee (the "Gottlieb Decl.") [Bankruptcy Case, doc. 143]. In his declaration, the Trustee stated, in pertinent part, that:

Pursuant to [the Agreement] and Stipulation, the Estate was to receive settlement payments totaling \$48,000. During October 31 through November 2, 2022, I received checks totaling \$48,000 in connection with [the Agreement] and the Stipulation. I caused those checks to be deposited into an Estate bank account and I understand that those checks have since cleared the banking process. As such, the Estate has received payment-in-full under the Approved Settlement and Stipulation.

Gottlieb Decl., ¶ 3. The same month, Plaintiffs filed a motion to dismiss their claims under section 727 [doc. 34], which the Court granted [doc. 43].

On January 26, 2023, the Court entered Debtor's discharge [Bankruptcy Case, doc. 150]. In August 2024, the Court entered an order dismissing the adversary proceeding [doc. 48]. On September 27, 2024, the adversary proceeding was closed [doc. 50].

C. The Motion to Enforce the Agreement

On January 26, 2026, Plaintiffs filed a motion to reopen the adversary proceeding [doc. 51] and a motion to enforce the Agreement and to enter judgment (the "Motion to Enforce Agreement") [doc. 52]. In the Motion to Enforce Agreement, Plaintiffs state that Debtor is at least six months in arrears on her payments. As a result, Plaintiffs request that the Court enforce the Agreement, enter judgment against Debtor for all amounts due under the Agreement, including any accrued interest, attorney's fees and costs. Plaintiffs also request that the Court apply the default provisions in the Order, which Plaintiffs assert include denial of Debtor's discharge under section 727.

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To the Motion to Enforce Agreement, Plaintiffs attached the Declaration of plaintiff Hamid Soleimani (the "Soleimani Decl."). In his declaration, Mr. Soleimani states, in relevant part:

Under [the Order], the Debtor was required to pay the Estate \$48,000 as a dollar-for-dollar reduction of the Debtor's \$320,000 obligation under the Original Settlement. [The Order] provided that after the Estate received the full \$48,000, all further payments under the settlement would be paid by the Debtor directly to the Plaintiffs. After the Trustee received his \$48,000, the remaining balance owed to Plaintiffs was \$272,000 (calculated as \$320,000 minus \$48,000).

I agreed to accept monthly installment payments from the Debtor in an attempt to work with her and avoid additional litigation costs. The Debtor made the required Estate Payments and subsequently began making payments directly to Plaintiffs.

Between July 2023 and October 2024, the Debtor made fourteen (14) payments of \$10,000 each, totaling \$140,000 in principal payments...

In approximately October 2024, the Debtor defaulted and was unable to continue making the required payments. After discussions between the parties, I agreed to allow the Debtor to continue payments at an increased rate of \$20,000 per month, with \$15,000 credited toward principal and \$5,000 credited toward interest. This modification was intended to provide the Debtor an opportunity to cure her default while also compensating Plaintiffs for the time value of money.

Between November 2024 and June 2025, the Debtor made nine (9) payments of \$20,000 each, for a total of \$180,000 received (\$135,000 credited to principal and \$45,000 credited to interest)...

The last payment I received from the Debtor was on or about June 25, 2025, in the amount of \$20,000...

Since June 25, 2025, the Debtor has made no further payments and is

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now approximately six (6) months behind on her payment obligations. Despite my attempts to contact the Debtor and her counsel regarding the missed payments, no additional payments have been received and no explanation has been provided for the cessation of payments.

A complete payment ledger showing all payments received from the Debtor, including the date, payor, check number, amount, and allocation between principal and interest, is attached hereto as Exhibit "B" and incorporated herein by reference. Copies of the checks received are attached hereto as Exhibit "C" and incorporated herein by reference.

Based on the payments received, the total amounts credited to the Debtor are calculated as follows:

14 payments of \$10,000 each (principal only): \$140,000

9 payments of \$20,000 each (\$15,000 principal credit each):
\$135,000 principal

9 payments of \$20,000 each (\$5,000 interest credit each):
\$45,000 interest

Total principal credited: \$275,000

Total interest credited: \$45,000

Based on the foregoing, the remaining principal balance owed by the Debtor to Plaintiffs, calculated as of the date of the last payment, is as follows:

Original balance owed to Plaintiffs (after Trustee payment):
\$272,000

Less: Total principal credited: (\$275,000)

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Subtotal: (\$3,000) overpayment on original principal

However, pursuant to the default provisions of the settlement agreement and the parties' October 2024 agreement regarding interest, additional interest has continued to accrue on the unpaid balance since the Debtor's default. Additionally, the Debtor's ongoing default has caused Plaintiffs to incur significant additional attorney's fees and costs to enforce the settlement agreement...

Soleimani Decl., ¶¶ 7-8, 9, 10-11, 12-16 (emphases omitted). The payment ledger attached as Exh. B to the Soleimani Decl. (the "Payment Ledger") shows that, between July 15, 2023 and June 25, 2025, Debtor paid \$320,000 to Plaintiffs. *See* Exh. B to the Soleimani Decl. As of February 18, 2026, no response to the Motion to Enforce Agreement has been filed.

II. RELEVANT LAW

Pursuant to 11 U.S.C. § 105(a):

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a). A bankruptcy court may enforce a settlement agreement resolving a dispute that was pending before that court. *In re Seifert*, 2012 WL 1108992, at *4 (9th Cir. BAP, Apr. 3, 2012) (citing *Rains v. Finn (In re Rains)*, 428 F.3d 893, 907 (9th Cir. 2005)). *See also In re Wilshire Courtyard*, 729 F.3d 1279, 1289 (9th Cir. 2013) ("[A] bankruptcy court has the power to interpret and enforce its own orders."). "The Ninth Circuit's Bankruptcy Appellate Panel has previously found that a debtor's motion, 'which sought to reopen the adversary proceeding and interpret the Judgment and related Settlement Agreement, continued to be a matter that "arises under" the Bankruptcy Code, and the bankruptcy court had jurisdiction to hear it.'" *In re Old Canal Financial Corporation*, 550 B.R. 519, 526 (C.D. Cal. 2016) (quoting *In re*

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Gerard, 2014 WL 6892733, at *8 (9th Cir. BAP Dec. 8, 2014)).

Before the court may enforce the settlement, there must be a proper determination that the parties entered into a binding settlement agreement. *See Callie v. Near*, 829 F.2d 888, 890 (9th Cir. 1987). When the existence and/or the terms of the settlement are in dispute, "the parties must be allowed an evidentiary hearing." *Id.*

III. ANALYSIS

Plaintiffs assert that Debtor is in default under: (1) the Agreement; and (2) another agreement that the parties entered into in October 2024, regarding interest. According to Plaintiffs, additional interest has continued to accrue on the unpaid balance since Debtor's default. For the reasons discussed below, Plaintiffs' position is not well-taken.

The Order modified the Agreement such that Debtor was to pay \$48,000 to the estate, which "shall constitute a dollar for dollar reduction of the Debtor's \$320,000 obligation under [the Agreement]." Order, p. 2. In November 2022, the Trustee filed his declaration confirming that Debtor had performed her payment obligation under the Agreement with respect to the estate. *See* Gottlieb Decl., ¶ 3. The same month, Plaintiffs dismissed their claims against Debtor under section 727. *See* docs. 34 and 43. In January 2023, Debtor obtained her discharge [Bankruptcy Case, doc. 150].

Plaintiffs admit that between July 2023 and October 2024, Debtor made 14 payments of \$10,000 each, totaling \$140,000. Soleimanian Decl., ¶ 9; *see also* Exh. B to the Soleimanian Decl. According to Plaintiffs, in October 2024, Debtor defaulted under the Agreement and Mr. Soleimanian agreed to allow Debtor to continue payments at an increased rate of \$20,000 per month, with \$15,000 credited toward principal and \$5,000 credited toward interest. Soleimanian Decl., ¶ 10. Plaintiffs further represent that between November 2024 and June 2025, Debtor made payments to Plaintiffs totaling \$180,000. *Id.*, ¶ 11; *see also* Exh. B to the Soleimanian Decl.

The Agreement explicitly provides that it "shall not be amended or modified except by a writing signed by the Parties." Agreement, p. 9. Plaintiffs have not provided any evidence of a writing signed by the parties memorializing any modification to the Agreement whereby Debtor would make increased payments to Plaintiffs and that

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such increased payments would include interest.

Debtor's \$48,000 payment to the Trustee reduced her obligation to Plaintiffs from \$320,000 to \$272,000. *See* Order, p. 2; Gottlieb Decl., ¶ 3. Given that Plaintiffs have not provided evidence of any additional modification(s) to the Agreement and that Debtor has paid \$320,000 to Plaintiffs to date, Debtor has more than satisfied her indebtedness to Plaintiffs.

Moreover, contrary to Plaintiffs' contention, the Order does not provide that Debtor's failure to timely make *any* payment triggers the default provisions under the Agreement. Rather, the Order provides that "[i]f Debtor fails to timely make any payment *to the Trustee*, then the default provisions under [the Agreement] (including without limitation the entry of a judgment denying the Debtor's discharge under 11 U.S.C. § 727) shall apply." Order, p. 3 (emphasis added). Debtor timely paid \$48,000 to the Trustee. *See* Gottlieb Decl., ¶ 3. Shortly thereafter, the Court granted Plaintiff's motion to dismiss their claims under section 727. *See* docs. 34 and 43. In light of the foregoing, the default provision under the Agreement of denying Debtor's discharge under section 727 does not apply here.

Finally, even if Plaintiffs were entitled to entry of a stipulated judgment against Debtor, the judgment of \$272,000 (representing Debtor's reduced obligation after accounting for the \$48,000 payment to the Trustee) would be completely offset by the \$320,000 that Debtor has paid to Plaintiffs to date. *See* Agreement, p. 5.

IV. CONCLUSION

The Court will deny the Motion to Enforce Agreement.

The Court will prepare the order.

Party Information

Debtor(s):

Mariyan Khosravizadeh

Represented By
Stephen L Burton

Defendant(s):

Mariyan Khosravizadeh

Represented By

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Stephen L Burton

Plaintiff(s):

Hamid Soleimanian

Represented By
Sanaz Sarah Bereliani

KAM LP

Represented By
Sanaz Sarah Bereliani

Trustee(s):

David Keith Gottlieb (TR)

Represented By
Peter J Mastan
Ashleigh A Danker

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Adv#: 1:25-01061 Rosenberg v. Weisser-Ashton

#21.00 Plaintiff's Motion For Summary Judgment of the Adversary Complaint to Determine That The Debt Owed To Plaintiff is a Non-Dischargeable Domestic Support Obligation

fr. 1/8/26(stip)

Docket 6

Tentative Ruling:

For the reasons set forth below, the Court will grant the plaintiff's motion for summary judgment.

I. BACKGROUND

A. The Family Court Case

In January 2016, Rene Allison Weisser-Ashton ("Defendant") filed a petition for dissolution of marriage from Bradley Isa in the Los Angeles Superior Court (case no. BD633795). Declaration of Charles Rosenberg ("Rosenberg Decl."), ¶ 5 and Exhibit A thereto [doc. 7]. On November 17, 2016, the state court entered an order dissolving the marriage of Mr. Isa and Defendant, establishing support and custody for the couple's minor child pursuant to the parties' stipulation and ordering a division of martial property. *Id.*, ¶ 4(i)-(k), (m). The order reserved the issue of spousal support for future determination. *Id.*, ¶ 4(l).

In April 2019, Defendant filed a motion to modify the parties' child custody arrangement. Exhibit C to Rosenberg Decl. State court litigation related to the parties' child custody arrangement remained ongoing for years. *See, e.g.*, Exhibit F to Rosenberg Decl.

On November 29, 2022, Mr. Isa, *pro se*, filed a motion requesting that the state court order Defendant to pay his attorney's fees and costs. *Id.* In his request for attorney's fees, Mr. Isa alleged that Defendant's father paid \$204,923.25 of the Defendant's legal

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fees related to the marital dissolution and child custody family matter. Attachment "10" to Exhibit F to Rosenberg Decl. In addition to the father's contributions to Defendant's legal expenses, Mr. Isa alleged that Defendant's father contributed \$209,577 to Defendant for living expenses. *Id.*

Defendant's father submitted a declaration to the state court in which he affirmed that he had paid \$249,072 in support of his daughter from 2018 through November 16, 2022. Exhibit E to Rosenberg Decl.; Defendant's Separate Statement of Genuine Issues in Support of Opposition to Summary Judgment, "Fact No. 11" [doc. 29].

With respect to his own legal expenses, Mr. Isa alleged that since the beginning of 2021 he had been unable to afford an attorney as he had incurred significant expenses related to the following discovery motions:

- a. [Defendant's] Motion to Quash and request for protective order filed 5-30-2019 were both denied on 7-12-2019.
- b. [Defendant's] Motion to Quash filed 7-18-2019 was denied on 9-30-2019.
- c. [Defendant's] Motion to Quash filed 8-2-2019 was also denied on 9-30-2019.
- d. [Defendant's] Motion to Compel and request for sanctions filed 7-23-2019 were denied on 1-23-2020.
- e. [Defendant's] Motion to Compel and request for sanctions filed 12-3-2019 were denied, and sanctions were awarded to [Mr. Isa] on 1-23-2020.
- f. [Mr. Isa's] Motion to Compel and request for sanctions filed 7-20-2020 were granted on 11-16-2020.
- g. [Mr. Isa's] *ex parte* application filed 11-25-2020 was granted re: [Defendant] unilaterally modifying subpoenas related to [Mr. Isa's] previously granted Motion to Compel.
- h. [Defendant's] Motion to Quash filed on 10-14-2021 was denied on 3-3-2022.

Attachment "10" to Exhibit F to Rosenberg Decl.

On April 10, 2023, the state court held a hearing on Mr. Isa's motion requesting

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attorney's fees; at this hearing Mr. Isa was represented by Charles Rosenberg ("Plaintiff"). Following an evidentiary hearing, the state court entered an order that stated, in part:

A court has wide discretion in fashioning an award of attorney fees in a marital proceeding in accordance with California Family Code section 2030 and 2032.

Need based fees are premised under concept that each party has access to legal representation, that each party have sufficient resources to present their case adequately and ensure parity to maintain fairness. The Court finds that the costs of this litigation should be equitably apportioned.

The Court has considered, using its own knowledge and experience, whether the attorney fees are necessary, just, and reasonable. Some of the factors the Court considered were:

The nature of the case which involves a protracted custody dispute.

The Court considers this to be an above average case but not overly complex.

The Court has considered the amount of work involved and determines that that this factor is substantial given the abundance of litigation. This will require a skilled litigator.

The Court has concluded and the [Defendant] has verified in her testimony that she is primarily, if not solely, funding her litigation with the financial assistance of her father in excess of \$300,000.00.

Conversely, the Court finds by a preponderance of the evidence that [Mr. Isa] is funding his litigation primarily through credit or loans. The Court concludes that: 1) there is a disparity in access to legal representation, 2) the award will not create a hardship because there appears to be no limit on [Defendant's] father's contributions, and 3)

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the Court finds the fees are reasonably necessary, 4) the Court finds the [Defendant] has the ability to pay an attorney's fee award and 5) the Court finds the circumstances, to award [Mr. Isa's] attorney's fees, appropriate *given the disparity and access to funds*.

Therefore, the Court will impute income to the [Defendant] to satisfy the award of attorney fees and costs.

[Mr. Isa] has requested \$187,139.65 in fees and costs. The Court finds this excessive at this point because there has been no clear justification for this amount. The Court bases its trial estimate and necessary fees and costs for this award based on the costs that the [Defendant] has expended on her counsel. Furthermore, the Court recognizes and determines that the [Defendant] is clearly receiving legal assistance from others.

The [Defendant] is ordered to pay [Mr. Isa's] counsel the sum of \$75,000.00 for California Family Code sections 2030 and 2032, attorney fees payable: \$37,500.00 by May 5, 2023, and \$37,500.00 by June 5, 2023. The funds must be sent to the Law offices of Charles Rosenberg, 11500 West Olympic Blvd., Suite 400, Los Angeles, California 90064 by 5:00 p.m.

Exhibit B to Rosenberg Decl. (the "Attorney Fee Order") (emphasis added).

On May 18, 2023, the state court held a hearing on Defendant's motion for reconsideration of the Attorney Fee Order. The state court denied Defendant's reconsideration motion as follows:

RFO – Reconsideration of Order Granting Respondents RFO re: Attorney's Fees is denied. [Defendant] failed to state any new or different facts pursuant to California Code of Procedure 1008(a) to support reconsideration of the prior ruling.

[Defendant's] request for affirmative relief is denied.

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[Defendant's] request for Attorney Fees is denied.

Exhibit H to Rosenberg Decl.

The parties continued to litigate in state court. *See* Exhibit G to Rosenberg Decl. On August 20, 2024, the state court held an order to show cause hearing on "various" motions, including a contempt motion filed against Defendant and Mr. Isa's motion that Defendant be deemed a vexatious litigant. *Id.*

On September 13, 2024, the state court entered an order which continued the order to show cause hearing to October 15, 2024 and made findings relevant to the Attorney Fees Order:

In response to [Defendant's] contention that the Court's attorney fee award of \$75,000 ordered on April 10, 2023, payable to [Mr. Isa's] counsel, was solely limited for a six-day trial that was not held because of the Court's application of the Disentitlement Doctrine dismissing her Request for Order for sole legal and physical custody, the Court rejected [Defendant's] contentions. The Court held that the attorney fee award was for [Mr. Isa's] attorney's representation in the pending case.

In response to [Mr. Isa's] Request for Order to have [Defendant] be deemed a vexatious litigant, the Court granted the request. [Defendant] is a vexatious litigant. She is ordered to comply with the requirement of obtaining the approval of the presiding judicial officer before filing any Request for Order. She is to obtain a prefiling order.

Id.

B. The Bankruptcy Case and the Adversary Proceeding

On July 31, 2025, Defendant filed a chapter 7 petition, initiating case no. 1:25-bk-11397-VK (the "Bankruptcy Case") [doc. 1 in Bankruptcy Case]. In schedule E/F, Defendant listed an unsecured debt of \$75,000 owed to Plaintiff. On October 29, 2025, Defendant received a chapter 7 discharge [doc. 12 in Bankruptcy Case].

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On September 17, 2025, Plaintiff filed a complaint against Defendant, initiating this adversary proceeding (the "Complaint"). In the Complaint, Plaintiff seeks an order that the amount owed to him pursuant to the Attorney Fee Order is nondischargeable because the debt is a domestic support obligation and not dischargeable under 11 U.S.C. § 523(a)(5), or in the alternative, the obligation is a debt incurred by Defendant in the course of a divorce action and not dischargeable under 11 U.S.C. § 523(a)(15). On October 22, 2025, Defendant filed an answer to the Complaint [doc. 5].

On October 31, 2025, Plaintiff filed a motion for summary judgment [doc. 6]. On January 27, 2026, Defendant filed an opposition to the motion for summary judgment [doc. 27]. Defendant disputes and objects to any characterization that her debt to Plaintiff pursuant to the Attorney Fees Order is nondischargeable under either 11 U.S.C. § 523(a)(5) or (15). On February 10, 2026, Plaintiff filed a reply in support of the Motion [doc. 32].

II. LEGAL STANDARDS

A. Standard for Motion for Summary Judgment

Pursuant to Federal Rule of Civil Procedure ("Rule") 56, the Court shall grant summary judgment if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. *See* Rule 56; Federal Rule of Bankruptcy Procedure 7056; *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). "By its very terms, this standard provides that the mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no *genuine* issue of *material* fact." *Anderson*, 477 U.S. at 247–48 (emphasis in original).

As to materiality, the substantive law will identify which facts are material. Only disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment. Factual disputes that are irrelevant or unnecessary will not be counted.... [S]ummary judgment will not lie if the dispute about a material fact is "genuine," that is, if the evidence is such that a

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reasonable jury could return a verdict for the nonmoving party. . . .

Id. at 248–50. Additionally, issues of law are appropriate to be decided in a motion for summary judgment. *See Camacho v. Du Sung Corp.*, 121 F.3d 1315, 1317 (9th Cir. 1997).

The initial burden is on the moving party to show that no genuine issues of material fact exist based on "the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any." *Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). Once the moving party meets its initial burden, the nonmoving party bearing "the burden of proof at trial on a dispositive issue" must identify facts beyond what is contained in the pleadings that show genuine issues of fact remain. *Id.* at 324; *see also Anderson*, 477 U.S. at 256 ("Rule 56(e) itself provides that a party opposing a properly supported motion for summary judgment may not rest upon mere allegation or denials of his pleading, but must set forth specific facts showing that there is a genuine issue for trial.").

The nonmoving party meets this burden through the presentation of "evidentiary materials" listed in Rule 56, such as depositions, documents, electronically stored information, affidavits or declarations, stipulations, admissions, and interrogatory answers. *Celotex Corp.*, 477 U.S. at 224. To establish a genuine issue, the nonmoving party "must do more than simply show that there is some metaphysical doubt as to the material facts." *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586, 106 S.Ct. 1348, 89 L.Ed.2d 538 (1986); *see also Anderson*, 477 U.S. at 252 ("The mere existence of a scintilla of evidence in support of the [nonmoving party's] position will be insufficient."). Rather, the nonmoving party must provide "evidence of such a caliber that 'a fair-minded jury could return a verdict for the [nonmoving party] on the evidence presented.'" *United States v. Wilson*, 881 F.2d 596, 601 (9th Cir. 1989) (quoting *Anderson*, 477 U.S. at 266).

B. Relevant State Law Provisions

Section 2030(a)(1)-(2) of the California Family Code authorizes a state court to award attorney's fees in connection with a divorce or subsequent related proceedings:

(a)(1) In a proceeding for dissolution of marriage, nullity of marriage,

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or legal separation of the parties, and in any proceeding subsequent to entry of a related judgment, the court shall ensure that each party has access to legal representation, including access early in the proceedings, to preserve each party's rights by ordering, if necessary *based on the income and needs assessments*, one party, except a governmental entity, to pay to the other party, or *to the other party's attorney*, whatever amount is reasonably necessary for attorney's fees and for the cost of maintaining or defending the proceeding during the pendency of the proceeding.

(2) When a request for attorney's fees and costs is made, the court shall make findings on whether an award of attorney's fees and costs under this section is appropriate, whether there is a disparity in access to funds to retain counsel, and whether one party is able to pay for legal representation of both parties. If the findings demonstrate disparity in access and ability to pay, the court shall make an order awarding attorney's fees and costs. A party who lacks the financial ability to hire an attorney may request, as an in pro per litigant, that the court order the other party, if that other party has the financial ability, to pay a reasonable amount to allow the unrepresented party to retain an attorney in a timely manner before proceedings in the matter go forward.

Cal. Fam. Code § 2030 (West). When a state court makes an award for attorney's fees under section 2030, state law mandates that the amount of the award be "just and reasonable under the relative circumstances of the respective parties." Cal. Fam. Code § 2030 (West).

Section 272 of the California Family Code provides, in pertinent part:

(a) Where the court orders one of the parties to pay attorney's fees and costs for the benefit of the other party, the fees and costs may, in the discretion of the court, be made payable in whole or in part to the attorney entitled thereto.

(b) Subject to subdivision (c), the order providing for payment of the

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attorney's fees and costs may be enforced directly by the attorney in the attorney's own name or by the party in whose behalf the order was made.

Cal. Fam. Code § 272 (West).

C. 11 U.S.C. § 523(a)(5)

Section 523(a)(5) excepts from discharge any debt for a "domestic support obligation" ("DSO"). 11 U.S.C. § 101(14A) defines a DSO as:

(14A) The term "domestic support obligation" means a debt that accrues before, on, or after the date of the order for relief in a case under this title, including interest that accrues on that debt as provided under applicable nonbankruptcy law notwithstanding any other provision of this title, that is—

(A) owed to or recoverable by—

- (i) a spouse, former spouse, or child of the debtor or such child's parent, legal guardian, or responsible relative; or
- (ii) a governmental unit;

(B) in the nature of alimony, maintenance, or support (including assistance provided by a governmental unit) of such spouse, former spouse, or child of the debtor or such child's parent, without regard to whether such debt is expressly so designated;

(C) established or subject to establishment before, on, or after the date of the order for relief in a case under this title, by reason of applicable provisions of-

- (i) a separation agreement, divorce decree, or property settlement agreement;
- (ii) an order of a court of record; or
- (iii) a determination made in accordance with applicable nonbankruptcy law by a governmental unit; and

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(D) not assigned to a nongovernmental entity, unless that obligation is assigned voluntarily by the spouse, former spouse, child of the debtor, or such child's parent, legal guardian, or responsible relative for the purpose of collecting the debt.

Whether a particular debt is in the nature of support or otherwise a DSO for nondischargeability (and other bankruptcy) purposes is a question of federal bankruptcy law. *Shaver v. Shaver*, 736 F.2d 1314, 1316 (9th Cir. 1984); *Gionis v. Wayne (In re Gionis)*, 170 B.R. 675, 682 (B.A.P. 9th Cir. 1994), *aff'd*, 92 F.3d 1192 (9th Cir. 1996). The label given the debt by the parties' marital settlement agreement or the state court judgment or order is a factor, but not dispositive. *Leppaluoto v. Combs (In re Combs)*, 101 B.R. 609, 615 (B.A.P. 9th Cir. 1989).

In the context of a settlement agreement, a bankruptcy court often needs to ascertain whether the parties intended an obligation to be in the nature of support. *Combs*, 101 B.R. at 616. However, where the subjective intent of the parties is not at issue, e.g., in the context of a court order issued in a contested matter, the Bankruptcy Appellate Panel of the Ninth Circuit (the "BAP") has considered the following factors:

Need is one important factor. Support payments tend to mirror the recipient spouse's need for support.

Where the award was rendered in a contested proceeding, another relevant fact is the intent of the state court. The bankruptcy court may look to state law in determining whether the state court intended to base the award on need.

If there is (1) an absence of support payments in the decree, then (2) the presence of minor children in the marriage and (3) a disparity of income between the parties may serve as indicia of need. Other factors indicating that support is necessary include the presence of minor children and an imbalance in the relative income of the parties.

Gionis, 170 B.R. at 682 (internal citations and quotations omitted).

D. 11 U.S.C. § 523(a)(15)

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Pursuant to 11 U.S.C. § 523(a)(15), a discharge does not discharge an individual debtor from any debt—

to a spouse, former spouse, or child of the debtor and not of the kind described in paragraph (5) that is incurred by the debtor in the course of a divorce or separation or in connection with a separation agreement, divorce decree or other order of a court of record, or a determination made in accordance with State or territorial law by a governmental unit....

11 U.S.C. § 523(a)(15).

[T]he trend in recent case law is to construe § 523(a)(15) expansively to cover a broader array of claims related to domestic relations within the discharge exception. *See, e.g., In re Wise*, 2012 WL 5399075, at *6 (Bankr. E.D. Tex. Nov.5, 2012) (§ 523(a)(15) "rendered as non-dischargeable virtually all obligations arising between spouses as a result of a divorce decree."); *Quarterman v. Quarterman (In re Quarterman)*, 2012 Bankr. LEXIS 4924, at *9–10 (Bankr. D. Ariz. October 17, 2012) ("The Section is not limited to simply divorce decree judgments alone but excepts any debt incurred by the debtor in the course of divorce or any debt in connection with a divorce decree.").

In re Adam, 2015 WL 1530086, at *5-6 (B.A.P. 9th Cir. Apr. 6, 2015), *aff'd*, 677 F. App'x 353 (9th Cir. 2017).

For a creditor to meet its burden of proof under section 523(a)(15), the creditor must establish: "(1) the debt is owed to a former spouse of the debtor; (2) the debt is not a support obligation within meaning of § 523(a)(5); and (3) the debt was incurred in the course of a divorce or separation or in connection with a separation agreement, divorce decree, or other order of a court of record." *In re Putnam*, No. 10-19719-A-7, 2012 WL 8134423, at *18 (Bankr. E.D. Cal. Aug. 30, 2012).

E. Debts Owed to Third Parties on Behalf of a Child or Former

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For the debt to be nondischargeable, both 11 U.S.C. § 523(a)(5) and § 523(a)(15) specify that the debts must be owed to or recoverable by a "spouse, former spouse or child of the debtor."

In *Beaupied v. Chang (In re Chang)*, 163 F.3d 1138 (9th Cir. 1998), the Ninth Circuit Court of Appeals directly addressed the issue of whether debts that arose in the course of custody or divorce proceedings, which are owed to third parties *on behalf of* a child or former spouse, are nondischargeable. In *Chang*, an out-of-wedlock father ("Ting") and mother ("Chang") of a minor child were embroiled in a bitter custody dispute, in which Aleta Beaupied was a court-appointed guardian ad litem to the child. At the conclusion of the custody proceedings, the state court ordered Chang to pay her share of the guardian ad litem fees directly to the guardian ad litem. Chang filed for chapter 13 bankruptcy and proposed a plan which provided zero payment to unsecured creditors, including Ting and the guardian ad litem. Ting and the guardian ad litem objected to Chang's chapter 13 plan, asserting that Chang's debts to them were nondischargeable under § 523(a)(5).

Reversing the BAP, the Court of Appeals held: "Fees paid to third parties on behalf of the child or former spouse can be 'as much for . . . support as payments made directly to [the former spouse or child].'" *Id.* at 1141 (quoting *In re Catlow*, 663 F.2d 960, 962-63 (9th Cir. 1981)). As the Court of Appeals explained, "[T]he identity of the payee is less important than the nature of the debt. Thus, although Chang does not owe money directly to [the minor child], because Chang's debts to Ting and Beaupied are in the nature of support of [the child], they are nondischargeable." *Id.*

III. ANALYSIS

A. 11 U.S.C. § 523(a)(5)

Pursuant to 11 U.S.C. § 523(a)(5), the Attorney Fee Order is a nondischargeable DSO: (1) it is recoverable by a former spouse of Defendant, (2) it is in the nature of maintenance or support of Defendant's former spouse, (3) it was established by the state court before Defendant filed for bankruptcy, and (4) it has not been assigned to a nongovernmental entity.

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1. Owed to or Recoverable by Defendant's Former Spouse

Although the state court ordered Defendant to pay attorney's fees directly to Mr. Isa's attorney, i.e., Plaintiff, the debt satisfies this element under § 523(a)(5). Under Cal. Fam. Law. § 2030, the state court was authorized to award and direct the payment of Mr. Isa's attorney's fees to Mr. Isa or to his attorney. Here, the state court ordered the payment of fees directly to Plaintiff.

Pursuant to Cal. Fam. Code § 272, an award for the payment of attorney's fees in a family matter "may be enforced directly by the attorney in the attorney's own name or by the party on whose behalf the order was made." Accordingly, although Plaintiff brought this adversary proceeding, the attorney's fees awarded in the Attorney Fee Order also are recoverable by Mr. Isa.

Defendant's obligation to make the court-ordered payment directly to Plaintiff does not change the underlying nature of the obligation as a potential maintenance or support obligation. Although the Attorney Fee Order does not direct payment of the attorney's fees directly to Mr. Isa, the "bounty" of that debt flowed from services provided by Plaintiff to Mr. Isa. *See Bendetti v. Gunness (In re Gunness)*, 505 B.R. 1, 6 (9th Cir. BAP 2014).

2. In the Nature of Maintenance or Support of Defendant's Former Spouse

The award of attorney's fees in the Attorney Fee Order is in the nature of support for Mr. Isa; the award of attorney's fees was premised on Mr. Isa's need for financial support in the context of the parties' protracted litigation in state court.

When the state court entered the Attorney Fee Order, the state court determined that Defendant was "funding her litigation with the financial assistance of her father in excess of \$300,000;" for the purposes of awarding attorney's fees and costs to Mr. Isa, the state court imputed this as income to Defendant. The state court found that it was appropriate to award attorney's fees to Mr. Isa given the disparity and access to funds, i.e., Defendant was funding the litigation with the financial assistance of her father and Mr. Isa was doing so primarily through credit or loans.

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As the statutory basis authorizing its entry of the Attorney Fee Order, the state court cites Cal. Fam. Code §§ 2030 and 2032. Section 2030(a)(1) requires a court to consider the "income and needs assessments" of the party requesting a fee award. The state court's intent in requiring Defendant to pay a portion of Mr. Isa's attorney's fees is a relevant consideration to this Court's independent determination that the Attorney Fee Order constitutes an award of support to Mr Isa.

The focus of this Court's inquiry is whether, at the time that the Attorney Fee Order was entered, it was intended to be in the nature of maintenance or support. Based on the record before the Court, the Court finds that the Attorney Fee Order is in the nature of support for Defendant's former spouse, Mr. Isa.

**3. The Attorney Fee Order Was Established Before the
Petition Date**

Prepetition, the Attorney Fee Order was a final order of the state court. The state court entered the Attorney Fee Order on April 10, 2023. On May 18, 2023, the state court denied Defendant's motion to reconsider the Attorney Fee Order.

**4. Plaintiff's Claim Against Defendant Not Been Assigned to a
Nongovernmental Entity**

There is no dispute that Defendant's debt to Plaintiff, as set forth in the Attorney Fee Order, has not been subsequently assigned to any third party for enforcement or collection.

B. 11 U.S.C. § 523(a)(15)

The Attorney Fee Order is a nondischargeable DSO pursuant to 11 U.S.C. § 523(a)(5). As a result, by definition, it cannot be a nondischargeable obligation pursuant to 11 U.S.C. § 523(a)(15). Except for the finding that the Attorney Fee Order is a DSO, the Attorney Fee Order would be a nondischargeable obligation pursuant to § 523(a)(15).

On April 10, 2023, in connection with ongoing litigation between Defendant and Mr. Isa regarding child custody, and after Mr. Isa filed a motion for attorney's fees, the

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state court entered the Attorney Fee Order. Mr. Isa's motion for payment of fees was filed in the context of Defendant's motion to modify the parties' child custody arrangement, in the divorce proceeding between Defendant and Mr. Isa. Accordingly, the Attorney Fee Order was incurred in the course of a divorce.

IV. CONCLUSION

With respect Defendant's debt to Plaintiff arising from the Attorney Fee Order, Plaintiff's declaration and the attached exhibits show that there is no genuine issue as to any material fact and that Plaintiff is entitled to judgment, as a matter of law, that this debt constitutes a DSO; this debt is nondischargeable under 11 U.S.C. § 523(a) (5). Consequently, the Court will grant Plaintiff's summary judgment motion.

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

Party Information

Debtor(s):

Rene Allison Weisser-Ashton

Represented By
Julie J Villalobos

Defendant(s):

Rene Allison Weisser-Ashton

Pro Se

Plaintiff(s):

Charles Rosenberg

Pro Se

Trustee(s):

Nancy J Zamora (TR)

Pro Se

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Adv#: 1:25-01061 Rosenberg v. Weisser-Ashton

#22.00 Status conference re: complaint to determine dischargeability
of state court order

fr. 11/25/25; 12/18/25; 1/8/26(stip)

Docket 1

Tentative Ruling:

See cal. no. 21.

Party Information

Debtor(s):

Rene Allison Weisser-Ashton

Represented By
Julie J Villalobos

Defendant(s):

Rene Allison Weisser-Ashton

Pro Se

Plaintiff(s):

Charles Rosenberg

Pro Se

Trustee(s):

Nancy J Zamora (TR)

Pro Se