United States Bankruptcy Court Central District of California

San Fernando Valley Victoria Kaufman, Presiding Courtroom 301 Calendar

Monday, March 24, 2025

Hearing Room

301

10:00 AM

1:23-10324 Lisa Fancher

Chapter 13

Adv#: 1:23-01026 Mayorga v. Fancher et al

#1.00 Trial Date Set re: First Amended Complaint for Nondischargeability and Objecting to Discharge

Docket 24

Tentative Ruling:

Regarding the evidentiary objections to the identified paragraphs in the declarations below, the Court will rule as set forth below.

<u>Defendants' Evidentiary Objections to Trial Witness Declaration of Louis Mayorga</u> [doc. 157]

paras. 4, 17 (as to "This confirmed that she had concealed streaming revenue that should have been paid to me."), 20 (except as to the authentication of Trial Exhibit 4), 21, 23 (lns. 16-18): sustain

paras. 5, 7, 8, 9 (ln. 18), 10 (lns. 23-26), 11 (lns. 3-5), 12, 14, 16 (lns. 6-9), 18, 19, 22, 26: overrule

<u>Defendants' Evidentiary Objections to Reply Trial Witness Declaration of Louis</u> <u>Mayorga</u> [doc. 173]

paras. 5, 7, 11-15, 16 (as to "I remember my friend and Manager, Patrick Lugo, telling me to call Fancher before Christmas because"), 17, 18: sustain

paras. 3, 4 (as to "That is not what she told me at the time."), 6, 8-10: overrule

<u>Plaintiff's Evidentiary Objections to Trial Witness Declaration of Lisa Fancher</u> [doc. 165]

paras. 5, 10, 12 (lns. 1-7, 22-27), 14 (lns. 14-24), 15, 16, 17, 18 (lns. 20-21), 20, 22, 23, 24, 25, 29, 30, 31 (as to "Therefore, my statement was not knowingly false as

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Mayorga asserts."), 32, 33, 34, 36 ("so again, not far off despite Mayorga's hyperbolic claims which have never been supported by any credible or actual evidence."), 38, 40, 43, 47 (as to "However, my lawyers advised that the Civil Code Section 2501 did not require that."), 48 (as to "even though third party documents were not required pursuant to the express language of Civil Code Section 2501."), 51, 52 (as to "Rather than spend ... in the first place"), 53 ("and I paid for it handsomely"), 55 (as to "in which the Superior Court decided the accounting claim, even though it was expressly not at issue in the trial (the trial was to be ... from the statement of decision,"), 58 (as to "As the Superior Court ... in an effort to compromise"), 58 (fn. 1), 59, 60, 61 (as to "because California Civil Code Section 2501 does not order the production of third party documents"), 62, 65: sustain

paras. 6 (lns. 21-22), 7, 8, 9, 11, 13, 19, 21, 26, 27 (lns. 18-24), 28, 35, 37 ("None of the royalty calculations I did included digital streaming royalties"), 39, 41, 42, 44, 46, 49, 50, 54, 56, 57: overrule

Party Information

Debtor(s):

Lisa Fancher Represented By

James R Selth

Defendant(s):

Lisa Fancher Represented By

James R Selth

BMG Rights Management (US) Pro Se

Plaintiff(s):

Louis Mayorga Represented By

Eduardo Martorell

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Trustee(s):

Elizabeth (SV) F Rojas (TR) Pro Se