

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

Thursday, May 8, 2025

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.

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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Password: 273353

For more information on appearing before Judge Kaufman by ZoomGov, please see the information entitled "Tips for a Successful ZoomGov Court Experience" on the Court's website at: <https://www.cacb.uscourts.gov/judges/honorable-victoria-s-kaufman> under the tab "Telephonic Instructions."

Docket 0

Tentative Ruling:

- NONE LISTED -

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1:24-12045 Arutyun Adamian

Chapter 7

#1.00 Motion for relief from stay [AN]

JUDITH WURMBRAND TRUSTEE OF THE IGI TRUST DATED 2/13/1990
VS
DEBTOR

fr. 2/27/25

Docket 24

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Arutyun Adamian

Represented By
Sevan Gorginian

Movant(s):

Judith Wurmbrand

Represented By
Barak Lurie

Trustee(s):

Amy L Goldman (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
San Fernando Valley
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Thursday, May 8, 2025

Hearing Room 301

9:30 AM

1:24-11160 Michael Stefan Madzar

Chapter 13

#2.00 Amended Motion for relief from stay [RP]

FIRST FINANCIAL CREDIT UNION, A FEDERALLY CHARTERED CREDIT
UNION
VS
DEBTOR

fr. 4/17/25

Docket 42

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Michael Stefan Madzar

Represented By
Gregory M Shanfeld

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

**United States Bankruptcy Court
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1:25-10123 Magic Car Rental Inc.

Chapter 11

#3.00 Motion for relief from stay [RP]

PERPETUAL INVESTMENTS, LLC
VS
DEBTOR

fr. 3/13/25

Docket 29

Tentative Ruling:

At this time, the Court will deny the movant's request for relief under 11 U.S.C. § 362(d)(1).

I. BACKGROUND

On January 24, 2024, Magic Car Rental Inc. ("Debtor") filed a chapter 11 petition, initiating case no. 1:25-bk-10123-VK. Debtor is engaged in the business of renting vehicles. Declaration of Simon Simonyan ("Simonyan Decl."), ¶ 11 [doc. 40].

A. Debtor's Real Property Located at 19739-19749 Sherman Way, Winnetka, California

Debtor owns real property located at 19739-19749 Sherman Way, Winnetka, California (the "Property"). Amended schedule A/B [doc. 76]. The Property is a commercial building consisting of several units; as of February 2025, Debtor had a total of eight leases in connection with the Property. *See* Simonyan Decl., ¶¶ 12, 15 and Exh. A thereto.

In its amended schedule D, Debtor disclosed that the Property is encumbered by a first deed of trust in favor of ReadyCap Lending, LLC ("ReadyCap"). *See* amended schedule D [doc. 38]. Debtor's amended schedule D discloses that the Property also is encumbered by a second deed of trust in favor of Yuri Stein Bell. *See id.*

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Chapter 11

B. The Cash Collateral Motion

In February 2025, Debtor filed a motion for order authorizing the use of cash collateral and to provide adequate protection to, among others, secured creditor Perpetual Investments, LLC (the "Cash Collateral Motion") [doc. 40]. To the Cash Collateral Motion, Debtor attached the Simonyan Decl. In the operating budget (the "Budget") attached as Exh. A to the Simonyan Decl., Debtor proposed to make adequate protection payments to: (1) ReadyCap in the amount of \$10,071 per month, beginning in February 2025; and (2) Perpetual Investments, LLC ("Movant") [FN1] in the amount of \$3,429 per month, beginning in April 2025. In addition, the Budget provides that Debtor will payments of \$3,500 per month for property taxes related to the Property. See Exh. A to the Simonyan Decl. On March 24, 2025, the Court entered an order approving the Cash Collateral Motion through July 31, 2025 [doc. 64].

C. The Motion for Relief from the Automatic Stay

In February 2025, Movant filed a motion for relief from the automatic stay as to the Property (the "RFS Motion") [doc. 29], to which Debtor filed an opposition [doc. 46]. In the RFS Motion, Movant alleges that the total amount of its claim is \$603,943.02. Stein Decl., ¶ 8.g.

On March 31, 2025, the Court entered its *Order Denying in Part and Continuing Hearing on Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362* (the "Order") [doc. 68]. The Order states, in relevant part:

1. The Motion is denied without prejudice to the extent that it seeks relief from the automatic (1) under 11 U.S.C. § 362(d)(1), on the grounds that this case was not filed in good faith; and (2) under 11 U.S.C. § 362(d)(2).
2. Regarding Movant's request for relief under 11 U.S.C. § 362(d)(1), on the basis that the Movant lacks adequate protection of its interest in the real property at issue, the Court continues the hearing in order for the Debtor and the Movant to submit appraisals of the subject property.

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Chapter 11

a. The Movant and Debtor must file appraisals of the subject property not later than April 24, 2025.

b. The continued hearing will be held on May 8, 2025, at 9:30 a.m.

Order, p. 2.

On April 24, 2025, Movant filed the Declaration of Jack Alexander (the "Alexander Decl.") [doc. 73]. To the Alexander Decl., Movant attached a copy of an appraisal of the Property as Exh. 1. In his declaration, Mr. Alexander states, in pertinent part, that "[b]ased on my review and analysis of the Property, I believe that the 'as is' market value thereof is \$3,500,000, as of March 27, 2025." Alexander Decl., ¶ 4 and Exh. 1 thereto.

Movant concurrently filed a supplemental brief in support of the RFS Motion [doc. 74]. In that brief, Movant requests that the Court take judicial notice of Debtor's amended schedule D, which states that the Property is encumbered with a first deed of trust in favor of ReadyCap, which secures the amount of \$2,569,937.47. Taking into account: (1) the alleged fair market value of \$3,500,000; (2) ReadyCap's alleged claim of \$2,569,937.47; (3) Movant's alleged claim of \$603,943.02; and (4) costs of sale (6%) of \$210,000, Movant contends that the net equity in the Property is \$116,119.51, or 3.3%. Accordingly, Movant represents that its interest in the Property is not protected by an adequate equity cushion.

On April 25, 2025, Debtor filed its supplemental brief in opposition to the RFS Motion [doc. 80]. In its supplemental brief, Debtor states that, based on Movant's appraisal, Debtor amended its schedules to reflect a value \$3,500,000.00 for the Property. *See* amended schedule A/B, doc. 76. In addition, Debtor asserts that Movant's interest in the Property is protected by a 9.32% equity cushion. [FN2]. According to Debtor, Movant is adequately protected by the equity cushion and Debtor's adequate protection payments in the amount of \$3,429 per month. For these reasons, Debtor requests that the Court deny relief from the automatic stay under section 362(d)(1).

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**CONT... Magic Car Rental Inc.
II. DISCUSSION**

Chapter 11

A. Burden of Proof Under 11 U.S.C. § 362(g)

Pursuant to 11 U.S.C. § 362(g)—

In any hearing under subsection (d) or (e) of this section concerning relief from the stay of any act under subsection (a) of this section—

- (1) the party requesting such relief has the burden of proof on the issue of the debtor's equity in property; and
- (2) the party opposing such relief has the burden of proof on all other issues.

A movant, "as the party seeking relief, must first establish a prima facie case that cause exists for relief under § 362(d)(1)." *In re Gould*, 401 B.R. 415, 426 (9th Cir. BAP 2009); citing *In re Duvar Apt., Inc.*, 205 B.R. 196, 200 (9th Cir. BAP 1996). Once a prima facie case has been established, the burden shifts to the debtor to show that relief from the stay is not warranted. *Id.*; see 11 U.S.C. § 362(g)(2).

B. Relief from Stay Under 11 U.S.C. § 362(d)(1)

Pursuant to 11 U.S.C. § 362(d)—

On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—

- (1) for cause, including the lack of adequate protection of an interest in property of such party in interest[.]

A secured creditor is entitled to adequate protection of the value of its security interest under the Bankruptcy Code. *United States v. Whiting Pools, Inc.*, 462 U.S. 198, 207, 103 S.Ct. 2309, 76 L.Ed.2d 515 (1983); 11 U.S.C. § 361.

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11 U.S.C. § 506(a) provides, in relevant part:

An allowed claim of a creditor secured by a lien on property in which the estate has an interest...is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property...and is an unsecured claim to the extent that the value of such creditor's interest...is less than the amount of such allowed claim.

"For purposes of analysis of adequate protection under § 362(d)(1), the [c]ourt looks only to the [m]ovants' obligation and to any liens and charges senior to it." *In re Wrobel*, 2007 WL 7230978, *2 (Bankr. S.D. Cal. Aug. 3, 2007).

"11 U.S.C. § 361 sets forth three non-exclusive examples of what may constitute adequate protection: 1) periodic cash payments equivalent to decrease in value, 2) an additional or replacement lien on other property, or 3) other relief that provides the indubitable equivalent." *In re Mellor*, 734 F.2d 1396, 1400 (9th Cir. 1984).

Adequate protection is provided to safeguard the creditor against depreciation in the value of its collateral during the reorganization process. See *Paccomm Leasing Corp. v. Deico Elecs., Inc. (In re Deico Elecs., Inc.)*, 139 B.R. 945, 947 (9th Cir. BAP 1992). If the value of the collateral decreases, the creditor is entitled to cash payments so that the value of its interest in the collateral remains constant. 11 U.S.C. §§ 362(d)(1) and 361(1); see also *In re Addison Properties Ltd. Partnership*, 185 B.R. 766, 769 (Bankr.N.D.Ill.1995). Thus, the amount by which the collateral depreciates is the amount of adequate protection to which the secured creditor is entitled. *Deico Elecs.*, 139 B.R. at 947.

In re Navjot, LLC, 2010 WL 2977123, at *1 (Bankr. N.D. Cal. July 22, 2010) (citing *In re Weinstein*, 227 B.R. 284, 296 (9th Cir. BAP 1998)). See also *In re 1604 Sunset Plaza, LLC*, 2022 WL 1085557, at *7 (Bankr. C.D. Cal. Apr. 8, 2022) (holding that, if the value of the secured collateral is not declining, a junior creditor is not entitled to adequate protection payments merely because its equity cushion is declining).

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"Whether an equity cushion provides adequate protection to a creditor is determined on a case-by-case basis rather than by mechanical application of a formula." *In re Kost*, 102 B.R. 829, 831 (D. Wyo. 1989). "Case law has almost as uniformly held that an equity cushion under 11% is insufficient to constitute adequate protection." *Id.*, at 832 (internal citations omitted). "A 20% cushion has been held to be an adequate protection for a secured creditor." *Mellor*, 734 F.2d at 1401. "[C]ommissions and costs come off the top of revenues generated by a sale, whether a voluntary sale by the debtor or one occasioned by a foreclosing creditor. In either instance, in calculating adequate protection of a lienholder, those expenses should be considered." *Wrobel*, 2007 WL 7230978, at *2.

Here, if Movant's interest in the Property is not adequately protected, that lack of adequate protection is cause for the Court to terminate the automatic stay under 11 U.S.C. 362(d)(1). It is undisputed that the Property's fair market value is \$3,500,000. Alexander Decl., ¶ 4 and Exh. 1 thereto; Debtor's amended schedule A/B [doc. 76]. Movant alleges an equity cushion of 3.3%; according to Debtor, the equity cushion, which does not take into account costs of sale, is 9.32%. By either account, the equity cushion is insufficient to adequately protect Movant's interest in the Property. *See Kost*, 102 B.R. at 832.

If the value of the Property is declining, Movant is entitled to cash payments so that the value of its interest in the Property remains constant. *See Navjot*, 2010 WL 2977123 at *1. However, Movant has presented no evidence that the fair market value of the Property is declining. In addition, Debtor has offered to make adequate protection payments to Movant in the amount of \$3,429 per month, beginning in April 2025, and the Court has authorized Debtor to do so. *See doc. 64*. Moreover, the Court has authorized Debtor to use cash collateral to make adequate protection payments to the senior lienholder ReadyCap and to pay property taxes. If Debtor is paying the senior lienholder and property taxes, as well as providing monthly payments to Movant, then Movant's interest in the Property is adequately protected.

III. CONCLUSION

The Court will deny Movant's request for relief from the automatic stay under 11 U.S.C. § 362(d)(1).

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Chapter 11

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

FOOTNOTES

FN1: In the Budget, Debtor proposes to make payments to Mr. Stein. However, in or around January 2025, Mr. Stein assigned his interest in the deed of trust to Movant. *See* Assignment of Deed of Trust, attached as Exh. 6 to the Declaration of Jacqueline Stein ("Stein Decl.") [doc. 29].

FN2: In its analysis of the equity cushion, Debtor does not account for costs of sale.

Party Information

Debtor(s):

Magic Car Rental Inc.

Represented By
Onyinye N Anyama

Movant(s):

Perpetual Investments, LLC

Represented By
Donald W Reid

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1:23-10270 Linda Ezor Swarzman

Chapter 7

Adv#: 1:25-01015 David M. Goodrich, solely in his capacity as Chapt v. JPMorgan Chase

- #4.00** Status conference re: Complaint:
- 1) To Avoid And Recover Preferential Transfers Pursuant To 11 U.S.C. Sections 547(b) and 550; And
 - 2) To Preserve The Transfers Pursuant To 11 U.S.C. Section 551

Docket 1

Tentative Ruling:

On April 28, 2025, the parties filed a *Joint Status Report* [doc. 8]. In it, the parties represent that their respective counsel have not yet met and conferred in compliance with Local Bankruptcy Rule 7026-1. *Joint Status Report*, Section A, ¶ 5 [doc. 8].

The deadline to conduct the meeting and exchange the information required by Fed. R. Civ. P. 26(a)(1) and (f) is **no later than May 22, 2025**.

No later than May 29, 2025, the parties must file a declaration which addresses the parties' compliance with Fed. R. Civ. P. 26(a) and (f) as incorporated by Fed. R. Bankr. P. 7026, including the following:

1. Have the parties provided to each other the information and evidence required by Fed. R. Civ. P. 26(a)(1), including information regarding individual(s) likely to have discoverable information and copies of all documents the party may use support its claims and defenses? If not, why?
2. Did the parties meet and confer as required by Fed. R. Civ. P. 26(f)(1)? If not, why?
3. During the conference of the parties, did the parties consider the nature and basis of the claims and defenses and the possibilities for promptly settling or resolving the adversary proceeding, as required by Fed. R. Civ. P. 26(f)(2)? If not, why?
4. During the conference of the parties, did the parties develop a proposed discovery plan as required by Fed. R. Civ. P. 26(f)(2) and (3)? If not, why?

The Court will continue the status conference to **1:30 p.m. on June 5, 2025**.

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CONT... Linda Ezor Swarzman

Chapter 7

Deadline to complete discovery: **August 15, 2025**

Deadline to file pretrial motions: **August 29, 2025**

Deadline to complete and submit pretrial stipulation in accordance with Local Bankruptcy Rule 7016-1(b)(2): **September 11, 2025**

Pretrial conference: **September 25, 2025 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):

Linda Ezor Swarzman

Represented By
Paul A Beck

Defendant(s):

JPMorgan Chase Bank, N.A.

Pro Se

Plaintiff(s):

David M. Goodrich, solely in his

Represented By
Derrick Talerico

Trustee(s):

David M Goodrich (TR)

Represented By
Matthew A Lesnick

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1:23-10270 Linda Ezor Swarzman

Chapter 7

Adv#: 1:25-01016 David M. Goodrich, solely in his capacity as Chapt v. Mastercard

- #5.00** Status conference re: Complaint:
1) To Avoid And Recover Preferential Transfers Pursuant To
11 U.S.C. Sections 547(B) and 550; And
2) To Preserve The Transfers Pursuant To 11 U.S.C. Section 551

Docket 1

Tentative Ruling:

On May 2, 2025, the parties filed a *Joint Status Report* [doc. 10]. In it, the parties represent that their respective counsel have not yet met and conferred in compliance with Local Bankruptcy Rule 7026-1. *Joint Status Report*, Section A, ¶ 5 [doc. 10].

The deadline to conduct the meeting and exchange the information required by Fed. R. Civ. P. 26(a)(1) and (f) is **no later than May 22, 2025**.

No later than May 29, 2025, the parties must file a declaration which addresses the parties' compliance with Fed. R. Civ. P. 26(a) and (f) as incorporated by Fed. R. Bankr. P. 7026, including the following:

1. Have the parties provided to each other the information and evidence required by Fed. R. Civ. P. 26(a)(1), including information regarding individual(s) likely to have discoverable information and copies of all documents the party may use support its claims and defenses? If not, why?
2. Did the parties meet and confer as required by Fed. R. Civ. P. 26(f)(1)? If not, why?
3. During the conference of the parties, did the parties consider the nature and basis of the claims and defenses and the possibilities for promptly settling or resolving the adversary proceeding, as required by Fed. R. Civ. P. 26(f)(2)? If not, why?
4. During the conference of the parties, did the parties develop a proposed discovery plan as required by Fed. R. Civ. P. 26(f)(2) and (3)? If not, why?

The Court will continue the status conference to **1:30 p.m. on June 5, 2025**.

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Chapter 7

Deadline to complete discovery: **August 15, 2025**

Deadline to file pretrial motions: **August 29, 2025**

Deadline to complete and submit pretrial stipulation in accordance with Local Bankruptcy Rule 7016-1(b)(2): **September 11, 2025**

Pretrial conference: **September 25, 2025 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):

Linda Ezor Swarzman

Represented By
Paul A Beck

Defendant(s):

Mastercard International, Inc., a

Pro Se

Capital Management Services, LP

Pro Se

Plaintiff(s):

David M. Goodrich, solely in his

Represented By
Derrick Talerico

Trustee(s):

David M Goodrich (TR)

Represented By
Matthew A Lesnick

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1:23-10270 Linda Ezor Swarzman

Chapter 7

Adv#: 1:25-01017 David M. Goodrich, solely in his capacity as Chapt v. Larson

- #6.00** Status conference re: Complaint
- 1) To Avoid And Recover Intentionally Fraudulent Transfers Pursuant To 11 U.S.C. Sections 544(b), 548(a)(1)(A) and 550, And Cal. Civ. Code Sections 3439.04(a)(1) And 3439.07;
 - 2) To Avoid And Recover Constructively Fraudulent Transfers Pursuant To 11 U.S.C. Sections 544, 548(a)(1)(B) And 550, and Cal. Civ. Code Sections 3439.04(a)(2); 3439.05(a) and 3439.07; And
 - 3) To Preserve The Transfers Pursuant To 11 U.S.C. Section 551

Docket 1

Tentative Ruling:

Unless an appearance is made at the status conference, the status conference is continued to **1:30 p.m. on June 26, 2025.**

It appears that the plaintiff has not requested entry of default under Local Bankruptcy Rule 7055-1(a). The plaintiff must submit Local Bankruptcy Rule Form F 7055-1.1.Req.Enter.Default, "Request for Clerk to Enter Default Under LBR 7055-1(a)."

If the plaintiff will be pursuing a default judgment pursuant to Local Bankruptcy Rule 7055-1(b), the plaintiff must serve a motion for default judgment (if such service is required pursuant to Fed. R. Bankr. P. 7055, Fed. R. Civ. P. 55(b)(2) and/or Local Bankruptcy Rule 7055-1(b)(1)(D)) and must file that motion by **June 12, 2025.**

If the plaintiff will be seeking to recover attorneys' fees, the plaintiff must demonstrate that the award of attorneys' fees complies with Local Bankruptcy Rule 7055-1(b)(4).

The plaintiff's appearance on May 8, 2025 is excused.

Party Information

Debtor(s):

Linda Ezor Swarzman

Represented By

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Paul A Beck

Chapter 7

Defendant(s):

Ronald Larson

Pro Se

Plaintiff(s):

David M. Goodrich, solely in his

Represented By
Derrick Talerico

Trustee(s):

David M Goodrich (TR)

Represented By
Matthew A Lesnick

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1:23-10520 Christophe Doumaiselle

Chapter 7

Adv#: 1:23-01028 Charbonnier v. Doumaiselle

#7.00 Pretrial Status conference re: complaint for nondischargeability and objecting to discharge

fr. 9/27/23; 5/22/24 (stip); 5/29/24; 8/7/24; 9/11/24; 10/9/24(stip);
12/11/24; 12/12/24; 2/6/25

Docket 1

Tentative Ruling:

Between March 20, 2024 and January 7, 2025, the Court entered seven orders granting stipulations between the parties to continue the deadlines to complete discovery and to file and serve a pretrial stipulation in accordance with Local Bankruptcy Rule 7016-1(b) [docs. 11, 15, 19, 23, 27, 32, 38]. The most recent order continued the discovery deadline to April 4, 2025 and continued the deadline to file and serve a pretrial stipulation to April 24, 2025 [doc. 38]. The order provides that, "barring extraordinary circumstances, the Court will not continue th[ese] deadline[s] any further."

On March 27 or 28, 2025, defendant's counsel underwent surgery. *Declaration of Stella Havkin Regarding Joint Pretrial Stipulation* ("Havkin Decl."), ¶ 2 [doc. 44]; *Declaration of Eduardo Martorell Pursuant to LBR 7016-1(e)(1)* ("Martorell Decl."), Ex. A, at p. 6 [doc. 43].

On April 23, 2025, defendant's counsel emailed plaintiff's counsel stating that she had not received plaintiff's proposed pretrial stipulation. *Havkin Decl.*, ¶ 3 [doc. 44]. Plaintiff's counsel responded at 7:20 p.m. and requested that defendant's counsel prepare a stipulation to continue the pretrial conference. *Id.*; *Martorell Decl.*, Ex. A, at pp. 5-6.

At 3:19 p.m. on April 24, 2025, defendant's counsel emailed a draft stipulation to continue the pretrial conference. *Havkin Decl.*, ¶ 3; *Martorell Decl.*, Ex. A, at p. 5. At 7:25 p.m., plaintiff's counsel responded, indicating that he disagreed with the language of the draft stipulation. *Martorell Decl.*, Ex. A, at p. 5. At 7:44 p.m., counsel for plaintiff emailed a draft pretrial stipulation to counsel for defendant and indicated

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CONT... Christophe Doumaiselle

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his intention to unilaterally file it that night. *Havkin Decl.*, ¶ 4 [doc. 44]. At 11:23 p.m., plaintiff filed a *Proposed Unilateral Pretrial Stipulation* [doc. 40]. Among other deficiencies, there are no witness or exhibit lists attached to this unilateral pretrial stipulation.

Local Bankruptcy Rule 7016-1(c) provides:

- (1) It is plaintiff's duty to prepare and sign a proposed pretrial stipulation that is complete in all respects except for other parties' lists of exhibits and witnesses.
- (2) Unless otherwise ordered by the court, plaintiff must serve the proposed pretrial stipulation in such manner so that it will actually be received by the office of counsel for all other parties (or parties, if not represented by counsel) not later than 4:00 p.m. on the 7th day prior to the last day for filing or lodging (depending upon the presiding judge's procedures) the proposed pretrial stipulation.

Local Bankruptcy Rule 7016-1(e)(2) provides:

Any party other than plaintiff who has not received plaintiff's proposed pretrial stipulation within the time limits set forth in subsection (c) of this rule must prepare, file, and serve at least 14 days prior to the trial or pretrial conference, if one is ordered, a declaration attesting to plaintiff's failure to prepare and serve a proposed pretrial stipulation in a timely manner.

Local Bankruptcy Rule 7016-1(f) and (g) provide:

- (f) Sanctions for Failure to Comply with Rule. In addition to the sanctions authorized by F.R.Civ.P. 16(f), if a status conference statement or a joint proposed pretrial stipulation is not filed or lodged within the times set forth in subsections (a), (b), or (e), respectively, of this rule, the court may order one or more of the following:

- (1) A continuance of the trial date, if no prejudice is involved to

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Central District of California
San Fernando Valley
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1:30 PM

CONT...

Christophe Doumaiselle

Chapter 7

the party who is not at fault;

- (2) Entry of a pretrial order based conforming party's proposed description of the facts and law;
- (3) An award of monetary sanctions including attorneys' fees against the party at fault and/or counsel, payable to the party not at fault; and/or
- (4) An award of non-monetary sanctions against the party at fault including entry of judgment of dismissal or the entry of an order striking the answer and entering a default.

- (g) Failure to Appear at Hearing or Prepare for Trial. The failure of a party's counsel (or the party, if not represented by counsel) to appear before the court at the status conference or pretrial conference, or to complete the necessary preparations therefor, or to appear at or to be prepared for trial may be considered an abandonment or failure to prosecute or defend diligently, and judgment may be entered against the defaulting party either with respect to a specific issue or as to the entire proceeding, or the proceeding may be dismissed.

In contravention of Local Bankruptcy Rule 7016-1(c)(2), plaintiff's counsel did not serve the proposed pretrial stipulation on defendant's counsel by 4:00 p.m. on April 17, 2025. Plaintiff's counsel served the proposed pretrial stipulation on defendant's counsel at 7:45 p.m. on April 24, 2025, less than five hours before the deadline to file a joint pretrial stipulation.

Plaintiff's counsel should be prepared to discuss why the Court should not issue sanctions for noncompliance with Local Bankruptcy Rule 7016-1(c)(2), pursuant to Local Bankruptcy Rule 7016-1(f) and (g).

In order for a joint pretrial stipulation to be submitted, to which the parties' witness and exhibit lists are attached, the Court may continue the pretrial conference to **1:30 p.m. on June 5, 2025**.

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San Fernando Valley
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Thursday, May 8, 2025

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Chapter 7

Party Information

Debtor(s):

Christophe Doumaiselle

Represented By
Jeffrey J Hagen

Defendant(s):

Christophe Doumaiselle

Represented By
Stella A Havkin

Plaintiff(s):

Laurent Charbonnier

Represented By
Eduardo Martorell

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

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

Thursday, May 8, 2025

Hearing Room 301

1:30 PM

1:23-10520 Christophe Doumaiselle

Chapter 7

Adv#: 1:23-01029 Feuvrier et al v. Doumaiselle

#8.00 Pretrial conference re: complaint for nondischargeability
and objecting to discharge

fr. 9/27/23, 5/22/23 (Stip), 5/29/24, 8/7/24; 9/11/24; 10/9/24(stip);
12/11/24; 12/12/24; 2/6/25

Docket 1

Tentative Ruling:

Between March 20, 2024 and January 7, 2025, the Court entered seven orders granting stipulations between the parties to continue the deadlines to complete discovery and to file and serve a pretrial stipulation in accordance with Local Bankruptcy Rule 7016-1(b) [docs. 11, 15, 19, 23, 27, 32, 38]. The most recent order continued the discovery deadline to April 4, 2025 and continued the deadline to file and serve a pretrial stipulation to April 24, 2025 [doc. 38]. The order provides that, "barring extraordinary circumstances, the Court will not continue th[ese] deadline[s] any further."

On March 27 or 28, 2025, defendant's counsel underwent surgery. *Declaration of Stella Havkin Regarding Joint Pretrial Stipulation* ("Havkin Decl."), ¶ 2 [doc. 44]; *Declaration of Eduardo Martorell Pursuant to LBR 7016-1(e)(1)* ("Martorell Decl."), Ex. A, at p. 6 [doc. 43].

On April 24, 2025, defendant's counsel emailed plaintiffs' counsel stating that she had not received plaintiffs' proposed pretrial stipulation. *Havkin Decl.*, ¶ 3 [doc. 44]. Plaintiffs' counsel responded at 7:20 p.m. and requested that defendant's counsel prepare a stipulation to continue the pretrial conference. *Id.*; *Martorell Decl.*, Ex. A, at p. 5.

At 3:19 p.m. on April 24, 2025, defendant's counsel emailed a draft stipulation to continue the pretrial conference. *Havkin Decl.*, ¶ 3; *Martorell Decl.*, Ex. A, at p. 5. At 7:25 p.m., plaintiffs' counsel responded, indicating that he disagreed with the language of the draft stipulation. *Martorell Decl.*, Ex. A, at p. 5. At 7:44 p.m., counsel for plaintiffs emailed a draft pretrial stipulation to counsel for defendant and indicated his

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intention to unilaterally file it that night. *Havkin Decl.*, ¶ 4 [doc. 44]. At 11:23 p.m., plaintiffs filed a *Proposed Unilateral Pretrial Stipulation* [doc. 40]. Among other deficiencies, there are no witness or exhibit lists attached to this unilateral pretrial stipulation.

Local Bankruptcy Rule 7016-1(c) provides:

- (1) It is plaintiff's duty to prepare and sign a proposed pretrial stipulation that is complete in all respects except for other parties' lists of exhibits and witnesses.
- (2) Unless otherwise ordered by the court, plaintiff must serve the proposed pretrial stipulation in such manner so that it will actually be received by the office of counsel for all other parties (or parties, if not represented by counsel) not later than 4:00 p.m. on the 7th day prior to the last day for filing or lodging (depending upon the presiding judge's procedures) the proposed pretrial stipulation.

Local Bankruptcy Rule 7016-1(e)(2) provides:

Any party other than plaintiff who has not received plaintiff's proposed pretrial stipulation within the time limits set forth in subsection (c) of this rule must prepare, file, and serve at least 14 days prior to the trial or pretrial conference, if one is ordered, a declaration attesting to plaintiff's failure to prepare and serve a proposed pretrial stipulation in a timely manner.

Local Bankruptcy Rule 7016-1(f) and (g) provide:

- (f) Sanctions for Failure to Comply with Rule. In addition to the sanctions authorized by F.R.Civ.P. 16(f), if a status conference statement or a joint proposed pretrial stipulation is not filed or lodged within the times set forth in subsections (a), (b), or (e), respectively, of this rule, the court may order one or more of the following:

- (1) A continuance of the trial date, if no prejudice is involved to

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Christophe Doumaiselle

Chapter 7

the party who is not at fault;

(2) Entry of a pretrial order based conforming party's proposed description of the facts and law;

(3) An award of monetary sanctions including attorneys' fees against the party at fault and/or counsel, payable to the party not at fault; and/or

(4) An award of non-monetary sanctions against the party at fault including entry of judgment of dismissal or the entry of an order striking the answer and entering a default.

(g) Failure to Appear at Hearing or Prepare for Trial. The failure of a party's counsel (or the party, if not represented by counsel) to appear before the court at the status conference or pretrial conference, or to complete the necessary preparations therefor, or to appear at or to be prepared for trial may be considered an abandonment or failure to prosecute or defend diligently, and judgment may be entered against the defaulting party either with respect to a specific issue or as to the entire proceeding, or the proceeding may be dismissed.

In contravention of Local Bankruptcy Rule 7016-1(c)(2), plaintiffs' counsel did not serve the proposed pretrial stipulation on defendant's counsel by 4:00 p.m. on April 17, 2025. Plaintiffs' counsel served the proposed pretrial stipulation on defendant's counsel at 7:45 p.m. on April 24, 2025, less than five hours before the deadline to file a joint pretrial stipulation.

Plaintiffs' counsel should be prepared to discuss why the Court should not issue sanctions for noncompliance with Local Bankruptcy Rule 7016-1(c)(2), pursuant to Local Bankruptcy Rule 7016-1(f) and (g).

In order for a joint pretrial stipulation to be submitted, to which the parties' witness and exhibit lists are attached, the Court may continue the pretrial conference to **1:30 p.m. on June 5, 2025**.

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CONT... Christophe Doumaiselle

Chapter 7

Party Information

Debtor(s):

Christophe Doumaiselle

Represented By
Jeffrey J Hagen

Defendant(s):

Christophe Doumaiselle

Represented By
Stella A Havkin

Plaintiff(s):

Anthony Petit

Represented By
Eduardo Martorell

Antoine David

Represented By
Eduardo Martorell

Alexandre Jagorel

Represented By
Eduardo Martorell

Michel Audoin

Represented By
Eduardo Martorell

Bruno Larue

Represented By
Eduardo Martorell

Stephane Nicolay

Represented By
Eduardo Martorell

Pascal Cron

Represented By
Eduardo Martorell

Erwann Brion

Represented By
Eduardo Martorell

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Chapter 7

Dorain Grossan

Represented By
Eduardo Martorell

Oliver Derrieu

Represented By
Eduardo Martorell

Alexandre Mantrana

Represented By
Eduardo Martorell

Sebastien Patrick Morel

Represented By
Eduardo Martorell

Sebastien Veyrat Masson

Represented By
Eduardo Martorell

Clement Deforet

Represented By
Eduardo Martorell

Eric Meziere

Represented By
Eduardo Martorell

Albert Liaumon

Represented By
Eduardo Martorell

Eric Feuvrier

Represented By
Eduardo Martorell

Jocelin Laborde

Represented By
Eduardo Martorell

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
San Fernando Valley
Victoria Kaufman, Presiding
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Thursday, May 8, 2025

Hearing Room 301

2:00 PM

1:24-11871 Mingfa Yang

Chapter 7

Adv#: 1:25-01010 Chen et al v. Yang

#9.00 Defendant's Motion to Dismiss Complaint

Docket 7

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Mingfa Yang

Represented By
Matthew D. Resnik

Defendant(s):

Mingfa Yang

Represented By
Matthew D. Resnik

Joint Debtor(s):

Qiong Li

Represented By
Matthew D. Resnik

Plaintiff(s):

Jinjiao Chen

Represented By
Yi Yao

Daxing Chen

Represented By
Yi Yao

Trustee(s):

Nancy J Zamora (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
San Fernando Valley
Victoria Kaufman, Presiding
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Thursday, May 8, 2025

Hearing Room 301

2:00 PM

1:24-11871 Mingfa Yang

Chapter 7

Adv#: 1:25-01010 Chen et al v. Yang

#10.00 Status conference re: complaint for non-dischargeability of debt
and objection to discharge pursuant to 11 U.S.C. §523 and 727

fr. 4/17/25

Docket 1

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Mingfa Yang

Represented By
Matthew D. Resnik

Defendant(s):

Mingfa Yang

Pro Se

Joint Debtor(s):

Qiong Li

Represented By
Matthew D. Resnik

Plaintiff(s):

Jinjiao Chen

Represented By
Yi Yao

Daxing Chen

Represented By
Yi Yao

Trustee(s):

Nancy J Zamora (TR)

Pro Se