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

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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9:30 AM
CONT... **Chapter**

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Docket 0

Tentative Ruling:

- NONE LISTED -

9:30 AM

1:25-10039 Greta Akopyan **Chapter 13**

#1.00 Amended motion for relief from stay [RP]

THE BANK OF NEW YORK MELLON
VS
DEBTOR

fr. 6/4/26

Docket 51

Tentative Ruling:

- NONE LISTED -

Party Information	
Debtor(s):	
Greta Akopyan	Represented By Michael Jay Berger
Movant(s):	
THE BANK OF NEW YORK	Represented By Fanny Zhang Wan Dane W Exnowski Michelle Hart Ippoliti
Trustee(s):	
Elizabeth (SV) F Rojas (TR)	Pro Se

9:30 AM

1:26-11032 Jeffrey Alexander Rivera **Chapter 7**

#2.00 Motion for relief from stay [PP]

VW CREDIT, INC
VS
DEBTOR

Docket 7

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)(4) 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):

Jeffrey Alexander Rivera	Represented By Joel M Feinstein

Movant(s):

VW Credit, Inc.	Represented By Kirsten Martinez

Trustee(s):

Nancy J Zamora (TR)	Pro Se

9:30 AM

1:22-11185 Jaime S Garcia **Chapter 13**

#3.00 Motion for relief from stay [RP]

DEUTSCHE BANK NATIONAL TRUST COMPANY
VS
DEBTOR

Docket 59

***** VACATED *** REASON: Continued by Stipulation to 8/6/26 at 9:30 am [Dkt. #65]**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Jaime S Garcia	Represented By Kevin T Simon

Movant(s):

Deutsche Bank National Trust	Represented By Christina J Khil

Trustee(s):

Elizabeth (SV) F Rojas (TR)	Pro Se

9:30 AM
1:26-10662 Carlos Estevan Martinez **Chapter 13**

#4.00 Motion for relief from stay [RP]

SELENE FINANCE LP, AS SERVICER IN FACT FOR U.S. BANK TRUST NATIONAL ASSOCIATION
VS
DEBTOR

Docket 31

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 foreclose upon and obtain possession of the property.

Movant, or its agents, may, at its option, offer, provide and enter into a potential forbearance agreement, loan modification, refinance agreement or other loan workout or loss mitigation agreement. Movant, through its servicing agent, may contact the debtor by telephone or written correspondence to offer such an agreement.

The 14-day stay prescribed by FRBP 4001(a)(4) 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):

Carlos Estevan Martinez	Represented By Donald Iwuchukwu

9:30 AM

CONT... Carlos Estevan Martinez **Chapter 13**

Movant(s):

U.S. Bank Trust National	Represented By David Coats Shana Stark

Trustee(s):

Elizabeth (SV) F Rojas (TR)	Pro Se

9:30 AM

1:25-11188 Mario Rene Tejada Lopez **Chapter 13**

#5.00 Motion for relief from stay [RP]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
VS
DEBTOR

Docket 72

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

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Mario Rene Tejada Lopez	Represented By Michael E Clark Barry E Borowitz

Movant(s):

U.S. Bank Trust Company, National	Represented By Asaph Abrams

Trustee(s):

Elizabeth (SV) F Rojas (TR)	Pro Se

1:30 PM

1:11-11603 Kevan Harry Gilman **Chapter 7**

Adv#: 1:22-01014 Phillips et al v. Goldman

#6.00 Status conference re: complaint for breach of fiduciary duty

Docket 1

Tentative Ruling:

On May 7, 2026, the Ninth Circuit Court of Appeals issued its opinion (the "Opinion") [doc. 45]. As discussed in the Opinion, the Court of Appeals reversed the United States District Court for the Central District of California's *Order Re: Appeal from Decision of the United States Bankruptcy Court* [2:22-cv-04450-MWF, doc. 38] and remanded the matter to this Court, in order for this Court to consider the defendant's remaining arguments for dismissal.

On June 8, 2026, the Court of Appeals entered an order granting the defendant's motion to stay the mandate until August 6, 2026, to allow the defendant to file a petition for writ of certiorari. *See* Exh. 1 to the *Plaintiff's Status Report* [doc. 52]; Exh. A to the *Defendant's Unilateral Status Report and Notice of the Stay of the Mandate* [doc. 53].

In light of the foregoing, the Court will continue the status conference to **1:30 p.m. on September 23, 2026**.

No later than September 9, 2026, the parties must file a status report in compliance with Local Bankruptcy Rule 7016-1(a).

Appearances on July 9, 2026 are excused.

The Court will prepare the order.

Party Information

Debtor(s):

Kevan Harry Gilman	Represented By Mark E Ellis

1:30 PM

CONT... Kevan Harry Gilman **Chapter 7**

Defendant(s):

Amy L. Goldman	Represented By Maria L Garcia

Plaintiff(s):

Tammy R. Phillips	Represented By Charles Q Jakob
Tammy R. Phillips, a Prof. Law	Represented By Charles Q Jakob

Trustee(s):

Amy L Goldman (TR)	Represented By Anthony A. Friedman

1:30 PM

1:25-12307 Nancy Osipo-Peera **Chapter 7**

Adv#: 1:26-01013 Rubio v. Osipo-Peera

#7.00 Status conference re: complaint

fr. 5/14/26(advanced); 5/12/26; 6/4/26

Docket 1

***** VACATED *** REASON: Plaintiff filed a Notice of Voluntary Dismissal on June 4, 2026 [doc. 9].**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Nancy Osipo-Peera	Represented By Anthony J Rothman Esq

Defendant(s):

Nancy Osipo-Peera	Pro Se

Plaintiff(s):

Rosa Rubio	Pro Se

Trustee(s):

Nancy J Zamora (TR)	Pro Se

2:00 PM
1:25-11049 Lusine Hakhverdyan **Chapter 7**
Adv#: 1:25-01077 Swift Financial LLC v. Hakhverdyan

#8.00 Defendant's Motion for Protective Order Seeking Deposition Upon Written Questions

Docket 17

Tentative Ruling:

For the reasons set forth below, the Court will deny the defendant's *Motion for Protective Order Seeking Deposition Upon Written Questions* (the "Motion") [doc. 17].

I. BACKGROUND

On November 24, 2025, Swift Financial LLC ("Plaintiff") filed a complaint against Lusine Hakhverdyan ("Defendant") commencing this adversary proceeding regarding the nondischargeability of debt owed by Defendant to Plaintiff (the "Complaint").

On December 12, 2025, Defendant filed her answer to the Complaint. In this adversary proceeding, Defendant has been self-represented. Defendant has filed pleadings in English, including her answer to the Complaint, a unilateral status report, a supplemental legal brief and her motion for summary judgment [docs. 5, 7, 8, 12 and 17].

On March 19, 2026, the parties appeared for a status conference. Following the status conference, the Court entered a scheduling order setting the following dates:

No later than October 30, 2026, the parties must complete discovery.

No later than November 16, 2026, the parties may filed pre-trial motions.

No later than December 3, 2026, the parties must file and lodge a pre-trial stipulation.

2:00 PM

CONT... **Lusine Hakhverdyan** **Chapter 7**

The pre-trial conference will be held on December 17, 2026 at 1:30 p.m.

Status Conference and Scheduling Order Pursuant to LBR 7016-1(a)(4), ¶ 3 [doc. 10].

On May 15, 2026, Defendant filed *Defendant's Motion for Summary Judgment, or in the Alternative, Summary Adjudication* [doc. 12]. Plaintiff opposes the motion for summary judgment [docs. 21, 22 and 2]. Defendant's motion for summary judgment is set for hearing on July 30, 2026.

On June 15, 2026, Defendant filed the Motion. In support of the Motion, Defendant states:

> I am self-represented, English is not my primary language, and this adversary proceeding involves complex financial records, banking transactions, accounting records, loan documents, and allegation of fraud. Under these circumstances, a deposition upon written question will significantly reduce the risk of misunderstanding, promote accuracy and reliability of testimony, preserve judicial resources, and ensure that discovery proceeds in a fair and efficient manner without prejudicing any party.

Motion, p. 2 and Verification, p. 8. Attached to the Motion are emails between Defendant and Plaintiff's counsel, written in English, regarding setting the date of a deposition for Defendant and Defendant's request that the deposition proceed by written questions in lieu of an in-person oral deposition. In an email dated June 15, 2026, based on a date that Defendant represented she would be available, Plaintiff's counsel states that Defendant's oral deposition will be noticed to take place on August 19, 2026.

On June 26, 2026, Plaintiff filed an opposition to the Motion (the "Opposition") [doc. 24]. In the Opposition, Plaintiff asserts that an oral deposition is necessary for it to ask Defendant follow up questions, including clarifying ambiguous answers, challenging evasive responses, assessing credibility and ensuring flexibility with direct in-person questioning to evaluate Defendant's actual knowledge on a given subject. *Declaration* *of Daren M. Schlecter*, ¶¶ 22-25 ("Schlecter Decl.") [doc. 24].

Regarding Defendant's alleged need for a deposition by written questions, Plaintiff asserts that Defendant is a licensed real estate agent and insurance agent with the State of California, listed as a licensed loan originator with the Nationwide Mortgage Licensing System (NMLS), and regularly conducts business and financial transactions in English. Schlecter Decl., ¶¶ 30-33 and exhibits 3 through 5 attached thereto. Regardless of Defendant's apparent fluency in English, Plaintiff does not object to conducting the deposition through a qualified interpreter for which Defendant would bear the cost. Opposition, p. 7. [**FN1**]

On June 29, 2026, Defendant filed a reply [doc. 25].

II. LEGAL AUTHORITY

A. Fed. R. Civ. P. 30

Fed. R. Civ. P. ("Rule") 30 governs depositions by oral examination. Rule 30(a)(1) provides that, subject to certain limitations, "[a] party may, by oral questions, depose any person, including a party, without leave of court ...."

Rule 30(c) provides:

> (c) **Examination and Cross-Examination; Record of the Examination; Objections; Written Questions**.
>
> > (1) ***Examination and Cross-Examination***. The examination and cross-examination of a deponent proceed as they would at trial under the Federal Rules of Evidence, except Rules 103 and 615. After putting the deponent under oath or affirmation, the officer must record the testimony by the method designated under Rule 30(b)(3)(A). The testimony must be recorded by the officer personally or by a person acting in the presence and under the direction of the officer.
> >
> > (2) ***Objections***. An objection at the time of the examination--

2:00 PM
CONT... **Lusine Hakhverdyan** **Chapter 7**

whether to evidence, to a party's conduct, to the officer's qualifications, to the manner of taking the deposition, or to any other aspect of the deposition--must be noted on the record, but the examination still proceeds; the testimony is taken subject to any objection. An objection must be stated concisely in a nonargumentative and nonsuggestive manner. A person may instruct a deponent not to answer only when necessary to preserve a privilege, to enforce a limitation ordered by the court, or to present a motion under Rule 30(d)(3).

(3) ***Participating Through Written Questions***. Instead of participating in the oral examination, a party may serve written questions in a sealed envelope on the party noticing the deposition, who must deliver them to the officer. The officer must ask the deponent those questions and record the answers verbatim.

Regarding a deposition transcript or recording, Rule 30(e) provides:

(e) **Review by the Witness; Changes**.

(1) ***Review; Statement of Changes***. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) ***Changes Indicated in the Officer's Certificate***. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

B. Rule 31

Rule 31 permits depositions of any person by written questions instead of by oral examination. However, "[d]epositions by written questions [under Rule 30] entail more than mailing questions to the deponents and awaiting their written responses. Rather, an officer must be retained to take responses and prepare the record." *Dasenbrook v. Enenmoh*, 2015 WL 1889069, at *2 (E.D. Cal. Apr. 24, 2015).

Specifically, Rule 31(b) requires:

> (b) **Delivery to the Officer; Officer's Duties**. The party who noticed the deposition must deliver to the officer a copy of all the questions served and of the notice. The officer must promptly proceed in the manner provided in Rule 30(c), (e), and (f) to:
>
> > (1) take the deponent's testimony in response to the questions;
> >
> > (2) prepare and certify the deposition; and
> >
> > (3) send it to the party, attaching a copy of the questions and of the notice.

C. Rule 26

Rule 26 provides:

> A party ... may move for a protective order ... in the court for the district where the deposition will be taken.... The court may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense.

Parties are "generally entitled to pursue discovery by 'their choice of the discovery methods authorized by the Federal Rules.'" *Hi Q, Inc. v. Zeetogroup, LLC*, 2023 WL 4096224, at *4 (S.D. Cal. June 20, 2023) (quoting *U.S. E.E.O.C. v. Caesars Ent., Inc.*, 237 F.R.D. 428, 433 (D. Nev. 2006)).

2:00 PM
CONT... Lusine Hakhverdyan Chapter 7

In *Karimkhani v. Real Time Resolutions, Inc.*, the plaintiffs, a husband and wife, filed a motion for a protective order to prevent the defendant from taking their depositions, or in the alternative, to require the depositions be taken by written questions. *Karimkhani v. Real Time Resols., Inc.*, 2019 WL 6139160, at *1 (C.D. Cal. Aug. 2, 2019). The plaintiffs asserted that the husband was a 70-year-old male with severe physical limitations, his ability to travel was severely restricted and he was unable to sit or stand for more than thirty minutes at time without medically required orthopedic support. *Id.* at *3. In support of their position, the plaintiffs submitted an unauthenticated letter from a doctor which stated that the husband "was being treated for a medical condition" that "was expected to last indefinitely." *Id.*

The court denied the plaintiffs' motion for several reasons. First, the plaintiffs did not satisfy their burden to make a "specific and documented factual showing" that an oral deposition would be dangerous to the husband's health. *Id.* The court also noted:

> Plaintiffs fail to explain how a deposition by written questions pursuant to Federal Rule of Civil Procedure 31 will remedy the alleged burdens of an oral deposition. Rule 31 requires the party taking the deposition to deliver the written questions to a deposition officer. Fed. R. Civ. P. 31(b). The deposition then proceeds in a manner similar to oral depositions. *Id.* (incorporating Rule 30(c), (e), and (f)). The deponent is put under oath and then the deposition officer "must ask the deponent [the written] questions and record the answers verbatim." Fed. R. Civ. P. 30(c)(3). Following the deposition, a transcript is prepared in the same manner as an oral deposition. Fed. R. Civ. P. 31(b)(2)-(3); *see also Dallas Buyers Club, LLC v. Doe-70.181.229.254*, No. 16-CV-317-BAS (DHB), 2016 WL 3854547, at *1–2 (S.D. Cal. July 15, 2016) (finding a deposition by written questions is not actually less burdensome than an oral deposition). Therefore, Plaintiffs' contention that a deposition by written questions is appropriate here because it is a less intrusive alternative is without merit.

Id. at *4.

III. ANALYSIS

2:00 PM
CONT... Lusine Hakhverdyan **Chapter 7**

Defendant has not established good cause under Rule 26(f) for the Court to enter the requested protective order. Under Rule 30, Plaintiff has a right, subject to certain limitations, to question Defendant in a live deposition on issues relevant to this adversary proceeding. Defendant has not shown that the procedure described in Rule 31 will alleviate the alleged burdens of an oral deposition.

Moreover, under Rule 30(e), after Defendant's oral deposition is taken by Plaintiff's counsel, Defendant may review and submit a statement of changes to the deposition transcript. Lastly, if Defendant elects to do so, and Defendant can obtain such an interpreter at the scheduled date and time of her oral deposition, she may use a qualified interpreter.

IV. CONCLUSION

The Court will deny the Motion.

Plaintiff must submit an order within seven days.

FOOTNOTES

FN1 A list of local qualified interpreters in the Central District of California can be found here: https://apps.cacd.uscourts.gov/interpreterRoster.

Party Information

Debtor(s):

Lusine Hakhverdyan Pro Se

Defendant(s):

Lusine Hakhverdyan Pro Se

Plaintiff(s):

Swift Financial LLC Represented By
Daren M Schlecter

2:00 PM

CONT... Lusine Hakhverdyan Chapter 7

Trustee(s):

Jeremy W. Faith (TR) Pro Se

2:00 PM

1:25-11678 Jordan Gene Pearlman **Chapter 7**

Adv#: 1:26-01009 Kleidman v. Pearlman

#9.00 Defendant's Motion to 1. Dismiss First Amended Complaint for Failure to State a Claim Upon Which Relief Can be Granted; and 2. Dismiss Declaratory Relief Claim For Lack of Subject Matter Jurisdiction

Docket 34

Tentative Ruling:

The Court will continue the hearing to **2:00 p.m. on July 30, 2026**.

Appearances on July 9, 2026 are excused.

Party Information

Debtor(s):

Jordan Gene Pearlman	Represented By Michael G Spector

Defendant(s):

Jordan Gene Pearlman	Represented By Michael G Spector

Plaintiff(s):

Peter Kleidman	Represented By Peter Brown Kleidman (Pro Se)

Trustee(s):

Sandra McBeth (TR)	Pro Se

2:00 PM

1:25-11619 Forest Robin **Chapter 7**

Adv#: 1:26-01012 Vorsatz v. Robin

#10.00 Motion to Dismiss Complaint

fr. 6/4/26

Docket 5

Tentative Ruling:

For the reasons discussed below, the Court will grant in part the defendant's motion to dismiss the complaint with leave to amend.

I. BACKGROUND

A. The Bankruptcy Case

On September 3, 2025, Forest Robin ("Defendant") and Deborah Robin filed a chapter 7 petition, commencing case no. 1:25-bk-11619 (the "Bankruptcy Case"). The debtors filed schedules and a statement of financial affairs ("Original Schedules"). In their schedule A/B, the debtors disclosed a single Chime bank account with an approximate balance of $400.

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

On November 26, 2025, Pamela G. Vorsatz ("Plaintiff") filed a motion requesting that the Court extend the deadline for her to object to the debtors' discharge and the dischargeability of debts allegedly owed to her for an additional 45 days. The Court granted the motion to extend time; the deadline for Plaintiff to file a complaint pursuant to 11 U.S.C. § 727 and/or 11 U.S.C. § 523 was extended to March 13, 2026.

On February 13, 2026, Plaintiff filed a motion under Federal Rule of Bankruptcy Procedure 2004 to authorize Plaintiff to examine the debtors and for the debtors to produce certain types of documents from the period of March 1, 2025 to September

15, 2025 (the "Rule 2004 Examination"). On February 18, 2026, the Court entered an order granting Plaintiff's motion for the Rule 2004 Examination.

B. The Adversary Proceeding

On March 12, 2026, Plaintiff filed a complaint against Defendant, initiating this adversary proceeding (the "Complaint"). The Complaint seeks: (1) denial of Defendant's discharge under 11 U.S.C. § 727(a)(3) and (a)(4)(A); and (2) a determination of nondischargeability as to debt owed to Plaintiff under 11 U.S.C. § 523(a)(2)(A).

The Complaint includes the following factual allegations:

> Beginning in approximately April 2025, Plaintiff transmitted funds in connection with development of a mobile application referred to as "MBARK." Between approximately April 2025 and September 2025, Plaintiff transmitted a series of payments totaling approximately $100,000 to individuals and entities associated with the MBARK development project, including Defendant, SubCity, Yanira Zamorano and related development participants. These payments were made in response to repeated requests for additional funding accompanied by representations that the MBARK mobile application was actively being developed and that further funds were necessary to complete development milestones and launch the application. Plaintiff transmitted the funds in reliance on those representations.
>
> Between approximately April 2025 and September 2025, Plaintiff participated in multiple development update communications concerning the MBARK project, including Google Meet conferences and related written communications.
>
> During this same period, statements produced and related communications suggested that development submissions and progress had occurred. However, the underlying code repositories and development records do not reflect corresponding backend development activity during that time.

2:00 PM
CONT... Forest Robin **Chapter 7**

During the course of the communications, Plaintiff was informed that Defendant was responsible for, and actively performing, the application development work. Plaintiff also received written communications identifying Defendant as the developer responsible for the MBARK project. Following these communications, Defendant transmitted electronic payment requests to Plaintiff through Venmo.

In reliance upon these development representations and payment requests, Plaintiff transmitted multiple payments for MBARK development through Venmo, Cash App, ACH transfers, and a cashier's check issued to Robin's Nest Entertainment, LLC. A summary of payments transmitted by Plaintiff in reliance upon Defendant's funding requests is attached as Exhibit A (Payment Summary).

Plaintiff transmitted these funds with the understanding that they would be used for MBARK application development. Plaintiff did not authorize that such funds be transferred for personal use by third parties.

At the time such representations were made, and such payment requests were transmitted, Defendant knew, or acted with reckless disregard for the truth, that the requested funds were not supported by corresponding completed backend development work consistent with the funding representations. Plaintiff justifiably relied upon the development representations and Defendant's direct payment requests in transmitting funds.

Defendant later produced financial records reflecting that funds transmitted by Plaintiff were received through accounts associated with Defendant and subsequently transmitted to Dennis Batten. Plaintiff was not informed that funds transmitted for MBARK development were being transferred to Dennis Batten until Defendant produced Venmo transaction summaries reflecting those transfers.

Defendant has not produced complete financial records sufficient to explain the receipt, routing and ultimate disposition of funds transmitted by Plaintiff. The absence of complete financial records makes it impossible for Plaintiff, the Chapter 7 Trustee or other creditors to determine the full routing, transfer history and ultimate disposition of funds transmitted by Plaintiff.

As a direct and proximate result of development representations, Plaintiff sustained damages of not less than approximately $80,000.

Complaint, ¶¶ 6, 9-19 and 22-26.

The Complaint references and attaches a document identified as Exhibit A. Exhibit A includes: (1) a summary of funds allegedly sent by Plaintiff to Defendant, Zanira Zamorano, Subcity, Yanira Zamorano, Tech Guys, "Billy," Dennis Batten and an unnamed party, (2) a summary of alleged transfers from Defendant to Dennis Batten, and (3) corporate information related to an entity named "Stuff Pilot Studios LLC."

Although Plaintiff does not reference these exhibits in the Complaint, also attached to the Complaint are Exhibits B through H.

Exhibit B is a "Debtor Financial Summary Produced by Forest Robin, Titled: Conduit Payments Financial Report 2025." This exhibit states that this information was produced by Defendant in response to Plaintiff's Rule 2004 document request. Exhibit B also states "This report documents all known funds transmitted by Pamela Vorsatz and the subsequent routing of those funds through Forest Robin. . . . The transactions documented here reflect funds that passed through Forest Robin solely as a conduit for transfers between Pamela Vorsatz and Dennis Batten."

Exhibit C is a document entitled "TechGuys Invoice and Development Summary Claiming MBARK Application Development Completed" which includes a series of emails dated October 9, 2025 and a document on "TechGuys" letterhead which includes the following notation:

Project Title: MBARK – Completed Work (Beta)

2:00 PM
CONT... **Forest Robin** **Chapter 7**

Total Contract Value: $101,000
Status: PAID IN FULL

Exhibit D includes undated text messages from "Dee" in which the sender states: "Just got off the phone with Forest, he's our guy for the app build! He's agreed to develop both the app and website for $2,700" and apparently a Venmo payment request from "Forest Robin" for $1,350 on April 15, 2025, with the corresponding notation "App Preview Design."

Exhibit E appears to be emails dated January 26 and January 26 [without a corresponding year] between Plaintiff and an individual named "Will" at info@techguys.tech which discuss, among other things, payments made in connection with MBARK.

Exhibit F includes communications to Plaintiff from "Dee Bee," "Robin's Nest Entertainment LLC" and "Forest Robin." Additionally, Exhibit F includes (among other documents):

(1) an invoice on TechGuys letterhead dated July 17, 2025 with the project title "MBARK – Shopify Store Development."
(2) a document entitled "MBARK Investor Briefing" that states it was "Prepared for: Pamela Vorsatz".
(3) a text from "Dee" regarding invoice payment requests related to application development.
(4) a document which reflects two $5,000 payments Plaintiff made directly to "Tech Guys" on September 11 and 12, 2025.
(5) a written communication from an unidentified person which states: "Forest has an open window over the next few days and can have the store fully up and running by the end of next week. Please let me know how you'd like to proceed."
(6) a written communication from "DEE," dated July 30, which states: "Just spoke with Forest, he recommends we move forward with developing the virtual side of the app . . . He can have a working demo ready within two weeks, which

will help us clear the Apple approval process. Total cost is $4,500 and he's open to breaking it into three payments of $1,500."

(7) a written communication from "DEE," dated August 27, which states: "I spoke with Forest this morning regarding the app. At this stage, we need to get a $2,500 payment to him as soon as possible so he can pay the coders."

Exhibit G includes written communications to and from "Dee".

Exhibit H includes: (1) an invoice on TechGuys letterhead, dated May 28, 2025, for a project titled "MBARK– Mobile App Development," (2) a document on MBARK letterhead entitled "6-week Cashflow Overview," and (3) a copy of a cashier's check, dated June 4, 2025, in the amount of $8,150.00, payable to "Robin's Nest Entertainment, LLC."

Regarding Defendant's business records, the Complaint alleges that:

Defendant received substantial funds from Plaintiff in 2025 in connection with the development of the business application. Defendant has failed to produce records sufficient to explain:

(1) The receipt of funds,
(2) The routing of funds through Venmo, ACH transfers or other financial platforms,
(3) The use and disposition of funds,
(4) Any Apple App Store submission activity,
(5) Any TestFlight deployment,
(6) Any functional Shopify integration, and
(7) Any completed payment processing implementation.

The absence of such records makes it impossible to ascertain Defendant's financial condition and business transactions relating to these funds.

2:00 PM
CONT... **Forest Robin** **Chapter 7**

Defendant's failure to maintain adequate records is not justified under the circumstances.

Id., ¶¶ 18-19, 29-32.

Regarding Defendant's disclosures in his schedules, the Complaint alleges:

> In his bankruptcy schedules and statements, Defendant disclosed an ownership interest in Robin's Nest Entertainment, LLC. Plaintiff transmitted funds to this company pursuant to written ACH deposit instructions identifying a specific bank account.
>
> As part of the Rule 2004 Examination process, additional personal bank accounts associated with Defendant were identified that were not disclosed in the debtors' bankruptcy schedules. The schedules disclosed only a single Chime bank account with an approximate balance of $400. Defendant's schedule A/B does not disclose any corresponding business bank account associated with Robin's Nest Entertainment, LLC. The omission of financial accounts through which substantial funds were received is material to the administration of the estate. Defendant knowingly made a false oath or acted with reckless disregard for the truth in failing to disclose such financial accounts.

Id., ¶¶ 35-39.

C. The Debtors' Amended Schedules

On March 30, 2026, the debtors filed, among other amended schedules, amended schedules A/B and C (the "Amended Schedules") [doc. 67]. In the Amended Schedules, the debtors disclosed the following additional bank accounts:

(1) Chase Bank Account (approximate balance of $3,286.59),
(2) Novo Business Checking (for Robin's Nest Ent. LLC) (approximate balance of $16.06),
(3) Amex (approximate balance of $0.82), and

(4) Venmo (approximate balance of $0).

In the amended schedule C, under Cal. Code Civ. P. § 703.140(b)(5), the debtors claim an exemption for the deposits in each newly disclosed bank account.

D. The Motion and Opposition Thereto

On March 31, 2026, Defendant filed a motion to dismiss portions of the Complaint for failure to state a claim (the "Motion") [doc. 5]. On April 5, 2026, Plaintiff filed an opposition to the Motion [doc. 9].

II. LEGAL STANDARDS

A. General Rule 12(b)(6) Standard

"A motion to dismiss [pursuant to Rule 12(b)(6)] will only be granted if the complaint fails to allege enough facts to state a claim to relief that is plausible on its face." *Fayer v. Vaughn*, 649 F.3d 1061, 1064 (9th Cir. 2011) (citing *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 547, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007)). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Id.* (citing *Ashcroft v. Iqbal*, 556 U.S. 662, 678, 129 S.Ct. 1937, 173 L.Ed.2d 868 (2009)). "A complaint should not be dismissed unless it appears beyond doubt the plaintiff can prove no set of facts in support of his claim that would entitle him to relief." *Clegg v. Cult Awareness Network*, 18 F.3d 752, 754 (9th Cir. 1994).

In evaluating a Rule 12(b)(6) motion, the Court's review is limited to the "complaint itself and its attached exhibits, documents incorporated by reference, and matter properly subject to judicial notice." *In re NVIDIA Corp. Sec. Litig.*, 768 F.3d 1046, 1051 (9th Cir. 2014).

Under Rule 15(a)(1)(B), a plaintiff has a one-time right to file an amended complaint "as a matter of course" 21 days after the earlier of (i) service of a responsive pleading or (ii) service of a Rule 12(b), (e) or (f) motion. Even if a plaintiff does not have the right to amend "as a matter of course," the court may grant leave to amend. Rule 15(a)(2) provides that "the court should freely give leave [to amend] when justice so requires." Dismissal without leave to amend is appropriate, however, when the court is satisfied that the deficiencies in the complaint could not possibly be cured by amendment. *Jackson v. Carey,* 353 F.3d 750, 758 (9th Cir. 2003); *Lopez v. Smith,* 203 F.3d 1122, 1127 (9th Cir. 2000).

B. Allegations of Fraud under Rule 9(b)

Pursuant to Rule 9(b), "[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake. Malice, intent, knowledge, and other conditions of a person's mind may be alleged generally." Particularity means that allegations must be stated with "specificity including an account of the time, place, and specific content of the false representations as well as the identities of the parties to the misrepresentations." *Lepton Labs, LLC v. Walker*, 55 F.Supp.3d 1230, 1243 (C.D. Cal. 2014) (citing *Swartz v. KPMG LLP*, 476 F.3d 756, 764 (9th Cir 2007)). Allegations must be "specific enough to give defendants notice of the particular misconduct which is alleged to constitute the fraud charged[.]" *Neubronner v. Milken*, 6 F.3d 666, 671 (9th Cir. 1993).

C. Section 523(a)(2)(A)

A bankruptcy discharge does not discharge an individual debtor from any debt "for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by – false pretenses, a false representation, or actual fraud, other than a statement respecting a debtor's or an insider's financial condition." 11 U.S.C. § 523(a)(2)(A).

> To prevail on a claim under section 523(a)(2)(A) claim concerning false pretenses or false representation, a creditor must demonstrate five elements:
>
> (1) misrepresentation, fraudulent omission or deceptive conduct *by the debtor*;
> (2) knowledge of the falsity or deceptiveness *of his* statement or conduct;
> (3) an intent to deceive;
> (4) justifiable reliance by the creditor *on the debtor's statement or*

conduct; and
(5) damage to the creditor proximately caused by its reliance *on the debtor's statement or conduct*.

In re Weinberg, 410 B.R. 19, 35 (9th Cir. B.A.P. 2009) (citing *Turtle Rock Meadows Homeowners Ass'n v. Slyman* (*In re Slyman)*, 234 F.3d 1081, 1085 (9th Cir. 2000)) (emphasis added; internal quotation marks omitted).

D. Section 727(a)(3)

Section 727(a)(3) provides:

> The court shall grant the debtor a discharge, unless—(3) the debtor has concealed, destroyed, mutilated, falsified, or failed to keep or preserve any recorded information, including books, documents, records, and papers, from which *the debtor's* financial condition or business transactions might be ascertained, unless such act or failure to act was justified under all of the circumstances of the case.

11 U.S.C. § 727(a)(3) (emphasis added).

"In order to state a prima facie case under section 727(a)(3), a creditor objecting to discharge must show (1) that *the debtor* failed to maintain and preserve adequate records, and (2) that such failure makes it impossible to ascertain *the debtor's* financial condition and material business transactions." *In re Cox*, 41 F.3d 1294, 1296 (9th Cir. 1994) (internal quotation and citation omitted) (emphasis added).

E. Section 727(a)(4)(A)

Section 727(a)(4)(A) denies a discharge to a debtor who "knowingly and fraudulently" made a false oath or account in the course of the bankruptcy proceedings. In order to bring a successful § 727(a)(4)(A) claim for false oath, the plaintiff must show: (1) the debtor made a false oath in connection with the case; (2) the oath related to a material fact; (3) the oath was made knowingly; and (4) the oath was made fraudulently. *In re Wills,* 243 B.R. 58, 62 (9th Cir. B.A.P. 1999). "[A] false oath may involve a false statement or omission in the debtor's schedules." *In re Roberts*, 331 B.R. 876, 882

(9th Cir. B.A.P. 2005), *aff'd and remanded on other grounds*, 241 F. App'x 420 (9th Cir. 2007).

III. ANALYSIS

A. 11 U.S.C. § 523(a)(2)(A)

As to Plaintiff's section 523(a)(2)(A) claim, the Court will grant the Motion, with leave for Plaintiff to amend the Complaint.

The Complaint alleges that Defendant, by sending Venmo and other requests for funds to Plaintiff, fostered a false impression, with the intent to deceive Plaintiff or with reckless disregard for the truth, that the funds which Plaintiff transmitted to Defendant would be and were being used for the MBARK project and would not be transmitted to Dennis Batten. However, the Complaint does not allege the circumstances of Defendant's alleged fraud with the required particularity.

In order to allege facts sufficient to state claim against Defendant under section 523(a)(2)(A), Plaintiff must allege the "what, when, where and how" of the past statements and conduct *of Defendant* which allegedly resulted in the debt owed to Plaintiff.

Attached to the Complaint are eight exhibits, totaling 49 pages. The Complaint does not discuss who created or sent each of the exhibits or set forth the alleged significance of each document in the context of Plaintiff's claim against Defendant under section 523(a)(2)(A). In an amended complaint, Plaintiff must plead facts which describe alleged misrepresentations *by Defendant* and allege how each exhibit to the Complaint supports Plaintiff's fraud claim against Defendant. For example, if an exhibit reflects a text message chain with Plaintiff, Plaintiff must identify with whom she is texting, the date(s) the texts were sent, and plead why the communication supports Plaintiff's claim against Defendant for nondischargeability of debt under section 523(a)(2)(A).

While the alleged conduct of other third parties may be relevant to Plaintiff's section 523(a)(2)(A) claim against Defendant, Plaintiff must include sufficient factual allegations in the amended complaint to connect the actions of such third parties to fraudulent conduct of *Defendant*. For example, the Complaint does not contain sufficient allegations concerning the relationship between "Dee," Tech Guys and "William" — each of whom may have communicated with Plaintiff regarding MBARK — and Defendant. *See* Exhibits D, E, and F.

In paragraphs 7-10, 21-23 and 25, the Complaint refers generally to "communications" or "representations." The Complaint does not identify the individual(s) who made each allegedly false or misleading statement, the content of each statement, and when each relevant communication took place. Plaintiff must provide such details and set forth the manner in which *each* of the alleged misrepresentations were made (i.e., verbal conversations, text exchanges, email or otherwise). If the alleged communications or representations were made to Plaintiff *by third parties*, then Plaintiff must include allegations as to why the communications and representations of third parties support her claim under section 523(a)(2)(A) *against Defendant*.

Plaintiff alleges that she sustained damages "in an amount not less than approximately $80,000." Complaint, ¶ 26. Although Plaintiff alleges she transmitted funds to Defendant on his request, Plaintiff does not set forth how and when *Defendant* made misrepresentations to Plaintiff and what misrepresentations were made *by Defendant*. Plaintiff must set forth how she was damaged by Defendant in the amount of $80,000 and state which of Plaintiff's payments were made, or damages incurred, based on *Defendant's* misrepresentations or other fraudulent conduct.

B. 11 U.S.C. § 727(a)(3)

As to the section 727(a)(3) claim, the Court will grant the Motion, with leave for Plaintiff file an amended complaint.

Plaintiff alleges that Defendant "received substantial funds from Plaintiff during 2025 in connection with MBARK development " and has not produced sufficient records to Plaintiff to explain the ultimate disposition of the money. Plaintiff also alleges that Defendant has not produced records related to development of the application, including documents relevant to a potential submission to the Apple App Store and Shopify integration.

In an amended complaint, Plaintiff must set forth a plausible claim that *Defendant* would have "records related to development of the application, including documents relevant to a potential submission to the Apple App Store and Shopify integration" and "concealed, destroyed, mutilated, falsified, or failed to keep or preserve" *Defendant's* records from which *Defendant's* financial condition or business transactions could be ascertained.

Regarding the records concerning Defendant's alleged receipt and disposition of funds from Plaintiff, Plaintiff must identify the recorded information which Defendant has "concealed, destroyed, mutilated, falsified, or failed to keep or preserve" from which *Defendant's* financial condition or business transactions might be ascertained. For example, Exhibit B to the Complaint indicates that, in response to Plaintiff's request for documents under Rule 2004, Defendant has produced Defendant's financial records regarding payments made by Plaintiff to Defendant or to Robin's Nest Entertainment, LLC, and Defendant's disbursement of those funds, and did not conceal them.

C. 11 U.S.C. § 727(a)(4)(A)

In the Complaint, Plaintiff alleges that Defendant made false oaths in his Original Schedules by failing to disclose various bank accounts that Defendant used and controlled both personally and in connection with his business, Robin's Nest Entertainment, LLC. In considering a motion a dismiss, Defendant's intent and state of mind may be generally alleged.

Because the allegations in the Complaint are sufficient to state a claim against Defendant under section 727(a)(4)(A), the Court will deny the Motion as to this claim.

IV. CONCLUSION

Having assessed the standards, and taking into account the analysis set forth above, the Court will: (1) grant the Motion as to the 11 U.S.C. §§ 727(a)(3) and 523(a)(2)(A) claims, with leave to amend the Complaint; and (2) deny the Motion as to the 11 U.S.C. § 727(a)(4)(A) claim.

No later than 21 days after the entry of the order on the Motion, Plaintiff may file and serve on Defendant an amended complaint. No later than 14 days after Plaintiff's filing and service of an amended complaint, Defendant must file and serve a response

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CONT... Forest Robin Chapter 7

to Plaintiff's amended complaint.

The Court will continue the status conference in this adversary proceeding to **September 10, 2026 at 1:30 p.m.**

The Court strongly advises the parties to consult with and engage qualified bankruptcy counsel regarding this adversary proceeding. Information about locating qualified counsel is available on the Court's website at: https://www.cacb.uscourts.gov/sites/cacb/files/documents/judges/instructions/VK_NeedALawyerForm%20LL.pdf.

The Court will prepare the order.

Party Information

Debtor(s):

Forest Robin	Pro Se

Defendant(s):

Forest Robin	Pro Se

Joint Debtor(s):

Deborah Robin	Pro Se

Plaintiff(s):

Pamela G Vorsatz	Pro Se

Trustee(s):

Nancy J Zamora (TR)	Pro Se

2:00 PM

1:25-11619 Forest Robin **Chapter 7**

Adv#: 1:26-01012 Vorsatz v. Robin

#11.00 Status conference re: complaint for: 1. Determination of nondischargeability of debt under 11 U.S.C. §523(a)(2)(A); 2. Denial of discharge under 11 U.S.C. §727(a)(3); 3. Denial of discharge under 11 U.S.C. §727(a)(4)A)

fr. 5/21/26; 6/4/26

Docket 1

Tentative Ruling:

The Court will continue the status conference to **September 24, 2026 at 1:30 p.m.** Pursuant to Local Bankruptcy Rule 7016-1(a), the parties must to file a joint status report using **mandatory court form** F 7016-1.STATUS.REPORT (and F 7016-1.STATUS REPORT.ATTACH, if applicable), **no later than September 10, 2026**.

In accordance with Local Bankruptcy Rule 7016-1(a)(4), within seven (7) days after this status conference, the plaintiff must submit a Scheduling Order.

Party Information

Debtor(s):

Forest Robin	Pro Se

Defendant(s):

Forest Robin	Pro Se

Joint Debtor(s):

Deborah Robin	Pro Se

Plaintiff(s):

Pamela G Vorsatz	Pro Se

2:00 PM

CONT... **Forest Robin** **Chapter 7**

Trustee(s):

Nancy J Zamora (TR)	Pro Se

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1:25-11945 Patrick Phil Jia **Chapter 11**

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

#12.00 Plaintiff's Motion For Summary Judgment Or In The Alternative Summary Adjudication of Issues

Docket 43

Tentative Ruling:

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

I. BACKGROUND

A. Plaintiff's Interests in Real Property

Patrick Jia ("Plaintiff") owns two real properties, both located in Los Angeles County: (1) Plaintiff's residence at 6530 Denny Ave., North Hollywood ("Denny Ave. Property") and (2) an investment property which Plaintiff leases at 5627 Carpenter Ave., Valley Village ("Carpenter Ave. Property" and together with the Denny Ave. Property, the "Properties"). Declaration of Partick Jia, ¶ 2 ("Jia Decl.") [doc. 46-1].

B. Prepetition State Court Judgment Lien

On April 3, 2025, the Los Angeles Superior Court entered a judgment against Plaintiff and in favor of Jerome Buchanan ("Defendant"). Jia Decl., ¶ 1 and Exhibit B attached to *Notice of Lodgment of Exhibit in Support of Plaintiff's Motion for Summary Judgment* (the "Judgment") [doc. 46-3]. In the state court litigation, the parties to that litigation, including Plaintiff, filed a stipulation to entry of judgment in the principal amount of $220,000 and attorneys' fees and costs in the amount of $892.70; the state court subsequently entered the Judgment.

On July 24, 2025, Defendant recorded an Abstract of Judgment with the County of Los Angeles, Registrar-Recorder/County Clerk; this created a judgment lien against Plaintiff's interests in the Properties (the "Judgment Lien"). Jia Decl., ¶ 1. Pursuant to 11 U.S.C. § 101(54)(A), this creation of the Judgment Lien constitutes a transfer of an interest in the Properties.

C. The Bankruptcy Case and the Adversary Proceeding

On October 18, 2025 ("Petition Date"), Plaintiff filed a chapter 11 petition, initiating case no. 25-bk-11945 ("Bankruptcy Case").

1. Plaintiff's Schedules

In his schedules of assets, Plaintiff discloses his interests in the Denny Ave. Property, with a value of $1,280,000, and the Carpenter Ave. Property, with a value of $933,000. Amended schedule A/B [doc. 33 in Bankruptcy Case]. In addition his interests in the Properties, Plaintiff discloses interests in personal property with an aggregate value of $95,703. *Id.* In his schedule C, Plaintiff claims an exemption in the Denny Ave. Property in the amount of $722,502.

In his schedule D, Plaintiff discloses the Judgment Lien. Plaintiff also discloses additional liens against the Denny Ave. Property: (1) to secure a debt to Mr. Cooper in the amount of $416,441, incurred in 2015 **[FN1]**, (2) to secure a debt to Kinecta in the amount of $408,472, incurred in September 2023 **[FN2]**, and (3) securing a claim of the Los Angeles County Tax Collector in the amount of $9,500, incurred in 2025.

Plaintiff also discloses additional liens against the Carpenter Ave. Property: (1) to secure a debt to ShellPoint Mortgage in the amount of $589,708 **[FN3]** and (2) securing a claim of the Los Angeles County Tax Collector in the amount of $7,500.

In his schedule E/F, Plaintiff discloses the priority unsecured claim of the Internal Revenue Service in the amount of $4,330 **[FN4]** and general unsecured claims totaling $664,930. **[FN5]**

Taking into account the other liens against the Properties, the Judgment Lien attached to significant equity in the Properties. Based on Plaintiff's valuation of the Carpenter Ave. Property, the lien of Shellpoint (using the amount in Shellpoint's proof of claim) and the property tax lien, the Judgment Lien attached to approximately $280,000 of equity in the Carpenter Ave. Property (excluding any costs of sale).

2. *Defendant's Proof of Claim*

On December 22, 2025, Defendant filed a secured proof of claim in the amount of $231,933.41 [Claim No. 20-1]. Defendant asserts that, as a result of the Judgment Lien, his claim is secured by the Properties.

3. *The Adversary Proceeding*

On December 15, 2025, Plaintiff filed a complaint against Defendant requesting avoidance of the Judgment Lien under 11 U.S.C. § 547(b) and, in the alternative, a money judgment equal to the value of the alleged transfer under 11 U.S.C. § 550 (the "Complaint"). On January 12, 2026, Defendant filed an answer to the Complaint.

During this adversary proceeding, Defendant served Plaintiff with a Request for Production of Documents. Declaration of Jerome Buchanan in Support of Opposition of Plaintiff's Motion for Summary Judgment, ¶¶ 3-4 ("Buchanan Decl.") [doc. 59]. On or about April 8, 2026, Plaintiff responded to the request in part, as follows:

> **Request No. 8**: Produce all documents, printouts, screenshots, or Automated Valuation Models (AVMs) – including but not limited to "Zestimates" from Zillow.com – that the [Plaintiff] relied upon to determine the property values listed in Schedule A/B of the bankruptcy petition.
>
> **Response to Request No. 8**: Objection. The documents requested seek information that is not relevant to the adversary proceeding and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving the objection, Respondent[/Plaintiff] does not have any documents responsive to this request.
>
> **Request No. 9:** Produce all documents, calculations, or records demonstrating how the Debtor adjusted the Zillow.com or other automated valuation estimates to account for the unpermitted structures, lack of Certificates of Occupancy, and active LADBS Substandard Order at the Carpenter [Ave.] Property and Denny [Ave.] Property.

> **Response to Request No. [9]:** Objection. The documents requested seek information that is not relevant to the adversary proceeding and not reasonably calculated to lead to the discovery of admissible evidence. [Plaintiff] further objects on the basis that the document request assumes facts not in evidence. Without waiving the objections, Respondent[/Plaintiff] does not have any documents responsive to this request.

Exhibit A to Buchanan Decl.

4. *Plaintiff's Motion for Summary Judgment or, Alternatively, Summary Adjudication*

On May 22, 2026, Plaintiff filed a *Motion for Summary Judgment or, Alternatively, Summary Adjudication* (the "Motion"), the Jia Decl., exhibits in support of the Motion and a proposed statement of uncontroverted facts and conclusions of law (the "Proposed Statement of Facts and Conclusions of Law") [docs. 43, 44 and 45]. On May 23, 2026, Plaintiff filed a Notice of Errata and re-filed the Motion and all related documents in a final corrected form [docs. 46-1 through 46-3].

Plaintiff asserts that the total liquidation value of the assets in his bankruptcy estate is $2,121,671.43 and the total amount of exemptions is $736,627. Jia Decl., ¶ 6. Regarding liabilities, Plaintiff asserts that the estate's assets are encumbered with $1,565,030.15 in secured debt (exclusive of the Judgment Lien), and Plaintiff provides an estimate of an aggregate amount of $852,272 of allowed general unsecured claims, including the Judgment (assuming it is not secured by the Judgment Lien). *Id.*

After taking into account the value of Plaintiff's assets and the liens against those assets (other than the Judgment Lien), Plaintiff's claims of exemption, the IRS priority tax claim and estimated chapter 7 trustee fees in a chapter 7 case, Plaintiff asserts that an aggregate amount of $52,420.61 would be available for payment to general unsecured creditors, to share in pro rata. *Id.*

5. *Defendant's Opposition*

2:00 PM
CONT... Patrick Phil Jia Chapter 11

On June 5, 2026, Defendant filed an opposition to the Motion (the "Opposition") [doc. 57], as well as a response to the Proposed Statement of Facts and Conclusions of Law and the Buchanan Decl. [docs. 58 and 59]. Attached to the Buchanan Decl. are the following documents:

(1) Exhibit A: Plaintiff's responses to Buchanan's request for production of documents,

(2) Exhibit B: a Complaint against Defendant which Plaintiff filed in state court on March 26, 2026,

(3) Exhibit C: A document entitled "Substandard Order and Notice of Fee," dated February 24, 2025, from the City of Los Angeles to Plaintiff regarding the Denny Ave. Property,

(4) Exhibit D: A screenshot of a website of the City of Los Angeles, Los Angeles Department of Building and Safety, with information regarding the Carpenter Ave. Property, and

(5) Exhibit E: An email, dated June 4, 2026, addressed from Scott Shuster to Rachel Fleischer, which discusses a substandard order for the Carpenter Ave. Property.

In response to the Motion, Defendant disputes the following issues:

(1) Whether Plaintiff was insolvent at the time Defendant recorded the Abstract of Judgment, and

(2) Whether the creation of the Judgment Lien enables Defendant to receive more than Defendant would receive if the case were a case under chapter 7 of this title, the transfer had not been made, and Defendant received payment of Defendant's claim to the extent provided by the provisions of the Bankruptcy Code.

On June 25, 2026, Plaintiff filed a reply [doc. 66].

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CONT... **Patrick Phil Jia** **Chapter 11**

II. LEGAL STANDARDS

A. General Motion for Summary Judgment Standard

Pursuant to Federal Rule of Civil Procedure ("Rule") 56, applicable to this adversary proceeding under Federal Rule of Bankruptcy Procedure ("FRBP") 7056, 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. *Anderson v. Liberty Lobby*, *Inc.,* 477 U.S. 242, 247 (1986); Rule 56; FRBP 7056. "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." 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 reasonable jury could return a verdict for the nonmoving party. . . .

Id. at 248–50 (internal citations omitted).

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 (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. *Id.*

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 Electrical lndustry Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986); *see also United States v. Wilson*, 881 F.2d 596, 601 (9th Cir. 1989) ("The mere existence of a scintilla of evidence in support of the [nonmoving party's] position will be insufficient.") (quoting *Anderson*, 477 U.S. at 252). 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.'" *Wilson*, 881 F.2d at 601 (quoting *Anderson*, 477 U.S. at 266)).

B. Preferential Transfers

A trustee or debtor in possession may avoid certain transfers made within 90 days before the bankruptcy filing that would otherwise prefer one or more creditors at the expense of other creditors. 11 U.S.C. § 547(b); *In re Ahaza Sys., Inc.*, 482 F.3d 1118, 1122 (9^{th} Cir. 2007). To avoid a transfer as preferential, Plaintiff must show all of the following elements:

(1) a transfer;
(2) of the debtor's property or of an interest in the debtor's property;
(3) to or for a creditor's benefit;
(4) on account of an antecedent debt;
(5) made within 90 days prior to the filing of the petition (or within one year if the transferee was an insider);
(6) made while the debtor was insolvent;
(7) that allows the creditor to receive more than it would receive in a case under chapter 7 if the transfer had not been made and the creditor received payment as provided in the Bankruptcy Code.

11 U.S.C. § 547(b); *In re Kemp Pac. Fisheries, Inc.*, 16 F.3d 313, 315 (9th Cir. 1994); *In re Imagine Fulfillment Servs., LLC*, 489 B.R. 136, 143 (Bankr. C.D. Cal. 2013).

1. Insolvency

For a debtor in possession to avoid a preferential transfer, the debtor must have been insolvent at the time of the transfer. 11 U.S.C. § 547(b)(3). A debtor is presumed to be insolvent 90 days before the filing of the petition. 11 U.S.C. § 547(f). In the absence of evidence to rebut the presumption, the party seeking to avoid a preferential transfer is entitled to rely on the § 547(f) presumption to establish insolvency. *In re Koubourlis*, 869 F.2d 1319, 1322 (9th Cir. 1989).

A debtor is insolvent where the debtor's debts exceed its assets (excluding exempt assets or assets that have been transferred, concealed or remove with intent to hinder, delay or defraud creditors). 11 U.S.C. § 101(32)(A); *Koubourlis*, 869 F.2d at 1321 (9th Cir. 1989) (recognizing this definition as the "traditional bankruptcy balance sheet test of insolvency; whether debts are greater than assets, at a fair evaluation, exclusive of exempted property").

The party against whom the presumption exists must "come forward with some evidence to rebut the presumption, although the burden of proof remains on the party in whose favor the presumption exists." *Koubourlis*, 869 F.2d at 1322; *see also Imagine Fulfillment*, 489 B.R. at 144 (citing *In re Sierra Steel, Inc.*, 96 B.R. 275, 277 (9th Cir. BAP 1989) (to defeat presumption, "the transferee must come forward with substantial evidence of the debtor's solvency at the time the transfer was made. In that case, the presumption disappears and the debtor must present evidence sufficient to prove insolvency.").

For the transferee to rebut the presumption, "[a] speculative showing, such as simply questioning the debtor's accounting methods, is insufficient." *Koubourlis*, 869 F.2d at 1322.

2. Greater Distribution to Creditor than Hypothetical Chapter 7 Distribution

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CONT... Patrick Phil Jia **Chapter 11**

A transfer is not preferential unless it enables the transferee creditor to receive more than it would have received in a hypothetical chapter 7 case had the transfer not occurred. 11 U.S.C. § 547(b)(5). When placing a liquidation value on a debtor's assets, courts assume the hypothetical distribution will occur on the petition date. *Imagine Fulfillment*, 489 B.R. at 151 (citing *Palmer Clay Prods. Co. v. Brown,* 297 U.S. 227, 229, 56 S.Ct. 450, 80 L.Ed. 655 (1936)).

> Section 547(b)(5) is sometimes called the "greater amount" test, which requires a court "to construct a hypothetical chapter 7 case and determine what the creditor would have received if the case had proceeded under chapter 7." *In re LCO Enters.*, 12 F.3d 938, 941 (9th Cir. 1993). "In making its determination, the court must decide the transferee's creditor class and determine what distribution that class would have received had the transfer not been made." 2 Collier on Bankruptcy ¶ 547.03[7] (16th ed. 2011). . . . [A] prepetition payment to a fully-secured creditor may be preferential if the creditor's lien is avoidable in a chapter 7 case. *In re Jones*, 226 F.3d 917, 921–22 (7th Cir.2000). In addition, "the mere act of perfecting a security interest within the preference period has a preferential effect as it allows that creditor to realize more than it otherwise would have in a liquidation under Chapter 7." *In re Fox*, 229 B.R. 160, 167 (Bankr. N.D. Ohio 1998).

Imagine Fulfillment, 489 B.R. at 151. *See also In re Tenderloin Health*, 849 F.2d 1231, 1235 (9th Cir. 2017).

III. ANALYSIS

For the purposes of the Motion, Defendant concedes that Plaintiff has established the following elements of Plaintiff's claim under 11 U.S.C. § 547(b):

> (1) the recordation of the Abstract of Judgment was a transfer of a property interest of the debtor,
> (2) the transfer was to or for the benefit of a creditor;
> (3) for or on account of an antecedent debt; and
> (4) made on or within 90 days before the date of the filing of the petition.

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CONT... Patrick Phil Jia **Chapter 11**

Defendant Jerome Buchanan's Response to Plaintiff's Separate Statement of Undisputed Facts, ¶¶ 1-7 [doc. 58].

A. Plaintiff's Insolvency

Plaintiff is presumed to be insolvent in the 90 days preceding the Petition Date. In order to overcome this presumption, Defendant references: (1) Plaintiff's discovery responses to requests nos. 8 and 9 of Defendant's Request for Production of Documents and (2) alleged public records which purportedly indicate that the Properties were subject to "property conditions affecting value" that "existed before the July 24, 2025 Abstract of Judgment was recorded." Buchanan Decl., ¶¶ 4-12 and Exhibits A through E attached thereto. However, neither Plaintiff's discovery responses nor the "public records" identified in the Buchanan Decl. satisfy Defendant's obligation to provide "substantial evidence of the debtor's solvency at the time the transfer was made." *See Imagine Fulfillment,* 489 B.R. at 144.

Defendant apparently contends that Plaintiff did not take into account how *negative* property conditions, i.e., "unpermitted structures, lack of Certificates of Occupancy, and LADBS substandard conditions," may affect Plaintiff's valuation of the Properties. Opposition, at pp. 1-2. If Defendant were to provide sufficient evidence of conditions which *negatively* affect Plaintiff's valuation of the Properties, as provided by Plaintiff, then the value of Plaintiff's assets would *decrease*, and Plaintiff's liabilities would remain the same. This would not defeat the presumption that Plaintiff was insolvent when Defendant recorded the Abstract of Judgment.

To defeat the presumption of Plaintiff's insolvency, Defendant has not produced *evidence of solvency*. The issues raised by Defendant regarding potentially inflated values of Plaintiff's interests in the Properties do not overcome the statutory presumption of Plaintiff's insolvency when the Abstract of Judgment was recorded. *See Koubourlis*, at 1322; *United States v. Wilson*, 881 F.2d at 601 (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.'").

B. Greater Distribution to Defendant Arising from Judgment Lien

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CONT... Patrick Phil Jia **Chapter 11**

The filing of the Abstract of Judgment created a lien against the Properties; because of the equity in the Properties, if the Judgment Lien were enforceable, Defendant would receive more as a result of the prepetition transfer than he would as an unsecured creditor in a chapter 7 liquidation.

On July 24, 2025, Defendant recorded the Abstract of Judgment, which created the Judgment Lien. The Judgment Lien attached to Plaintiff's equity in the Properties and caused Defendant's claim, i.e., the Judgment, to become fully secured, as of that date. **[FN6]** This transfer of an interest in the Properties elevated Defendant's payment status over other unsecured creditors. If Defendant did not have the Judgment Lien, he would share in any distributions in a hypothetical chapter 7 case pro rata with general unsecured creditors.

As testified by Plaintiff, in a chapter 7 case, without the Judgment Lien, aggregate allowed general unsecured claims would be $852,272. According to Plaintiff, in a hypothetical chapter 7 liquidation, $52,420.61 of value from assets of the estate would be available for payment of allowed general unsecured claims. Jia Decl., ¶ 6. As a result, each general unsecured creditor, including Defendant, would receive a distribution for much less than the full amount of each unsecured creditor's allowed claim.

Defendant asserts that if the "property values are lower than Plaintiff claims, the amount of equity available to support Defendant's lien changes, and the hypothetical chapter 7 distribution changes as well." Opposition, p. 4. Based on this contention, Defendant has not established any genuine issues of material fact that Defendant would receive a higher distribution from the bankruptcy estate, as a result of the Judgment Lien, than Defendant would receive, in a hypothetical chapter 7 liquidation, if Defendant had *not* obtained the Judgment Lien. Consequently, Plaintiff has satisfied the conditions to avoid the Judgment Lien set forth in 11 U.S.C. § 547(b)(5).

IV. CONCLUSION

The Court will grant the Motion.

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

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CONT... **Patrick Phil Jia** **Chapter 11**

FOOTNOTES

FN1 As to this debt, Lakeview Loan Servicing LLC has filed an amended proof of claim asserting a claim secured by the Denny Ave. Property in the amount of $436,727.22. Claim 23-3.

FN2 Kinecta Federal Credit Union has filed a proof of claim asserting a claim secured by the Denny Ave. Property in the amount of $435,073.26. Claim 21-1.

FN3 NewRez LLC d/b/a Shellpoint Servicing ("Shellpoint") has filed a proof of claim asserting a claim secured by the Carpenter Ave. Property in the amount of $644,963.33. Claim 19-1.

FN4 The Internal Revenue Service ("IRS") has filed an amended proof of claim asserting a priority unsecured tax claim in the amount of $5,449.61, as well as a general unsecured claim in the amount of $1,597.15. Claim 13-2.

FN5 This excludes Defendant's claim, which Plaintiff included in schedule D.

FN6 Recordation of an abstract of judgment creates a lien that attaches to all of the debtor's real property interests in the county of recordation, and to any after-acquired property, for the "amount required to satisfy the money judgment." Cal. Civ. Proc. Code §§ 697.340(a)-(b), 697.350(a); *SBAM Partners v. Cheng Miin Wang*, 164 Cal.App.4th 903, 907, 79 Cal.Rptr.3d 752 (2008). Under California law, a recorded abstract of judgment creates a lien only on real property. *Imagine Fulfillment*, 489 B.R. at 152.

Party Information

Debtor(s):

Patrick Phil Jia	Represented By Andrew S Bisom

Defendant(s):

Jerome Buchanan	Pro Se

2:00 PM

CONT... **Patrick Phil Jia** **Chapter 11**

Plaintiff(s):

Patrick Phil Jia	Represented By Andrew S Bisom

Trustee(s):

Susan K Seflin (TR)	Pro Se