

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Ronald H. Sargis

Chief Bankruptcy Judge

Sacramento, California

April 20, 2016 at 2:30 p.m.

1. [10-28701-E-13](#) STANLEY/JANELLE ORR CONTINUED STATUS CONFERENCE RE:
[15-2250](#) COMPLAINT
ORR ET AL V. NATIONSTAR 12-23-15 [[1](#)]
MORTGAGE, LLC ET AL

Final Ruling: No appearance at the April 20, 2016 Status Conference is required.

Plaintiff's Atty: Peter L. Cianchetta

Defendant's Atty: Gary E. Devlin

Adv. Filed: 12/23/15

Answer: none

Nature of Action:

Recovery of money/property - other

Declaratory judgment

Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

<p>The court having vacated the Defendants' defaults and setting a deadline for filing responsive pleadings, the Status Conference is continued to 2:30 p.m. on June 22, 2016.</p>

Notes:

Continued from 2/17/16 to afford Plaintiff-Debtors the opportunity to obtain the entry of default judgments.

[PLC-2] Motion for Default Judgment [against The Bank of New York Mellon fka The Bank of New York as Trustee] filed 2/29/16 [Dckt 17]; Order denying filed

[PLC-3] Motion for Default Judgment [against Nationstar Mortgage, LLC] filed 2/29/16 [Dckt 23]; Order denying filed

[GED-1] Motion of Defendants Nationstar Mortgage, LLC and The Bank of New York Mellon to Vacate Entry of Default filed 3/31/16 [Dckt 34]; Order granting filed, Defendants to file responsive pleadings on or before 5/12/16.

APRIL 20, 2016 STATUS CONFERENCE

April 20, 2016 at 2:30 p.m.

- Page 1 of 35 -

The court has vacated the defaults of the Defendants and set May 12, 2016 as the deadline for filing responsive pleadings to the Complaint. The court continues the status conference to afford the parties the opportunity to continue their settlement discussions, file responsive pleadings if necessary, and consider such responsive pleadings prior to the continued Status Conference.

2. [15-28108-E-11](#) WILLARD BLANKENSHIP CONTINUED STATUS CONFERENCE RE:
VOLUNTARY PETITION
10-17-15 [[1](#)]

Debtor's Atty: Stephen M. Reynolds

The Status Conference is ~~XXXXXXXXXXXXXXXXXXXX~~

Notes:

Continued from 1/20/16

Operating Reports filed: 2/16/16, 3/14/16

[KES-1] Motion for Relief from Automatic Stay [movant Kletchko] filed 1/22/16 [Dckt 46]; Order denying filed 2/25/16 [Dckt 64]

Substitution of Attorney [for creditors Michael Kletchko and Pat Ruedin] filed 1/28/16 [Dckt 52]; Order approving filed 1/29/16 [Dckt 53]

[RLC-5] Motion to Approve Compromise filed 2/9/16 [Dckt 54]; Order granting filed 3/10/16 [Dckt 73]

[RLC-5] Ex Parte Application to Modify Order Granting Motion to Approve Compromise filed 4/8/16 [Dckt 87]; Order denying filed 4/10/16 [Dckt 89]

[KES-1] Motion to Dismiss or Convert Case to Chapter 7 filed 3/25/16 [Dckt 77], set for hearing 5/5/16 at 10:30 a.m.

[RLC-6] Plan of Reorganization filed 4/1/16 [Dckt 81]

[RLC-6] Disclosure Statement filed 4/1/16 [Dckt 82], set for hearing 5/5/16 at 3:00 p.m.

Chapter 11 Status Report filed 4/8/16 [Dckt 88]

STATUS CONFERENCE - APRIL 20, 2016

At the Status Conference ~~XXXXXXXXXXXXXXXXXXXX~~

The Debtor in Possession filed an updated Chapter 11 Status Report on April 8, 2016. Dckt. 88. The highlights of the updated report include the following:

- A. The Debtor is prosecuting a defense of a nondischargeability action.
- B. The Debtor filed a Supplemental Disclosure to the Statement of Financial Affairs to provide more information about the sale of personal property.
- C. The **Debtor in Possession** (incorrectly identified as the "Debtor") has retained title to the Indiana Property without having to file an adversary proceeding to avoid a fraudulent conveyance. FN.1

 FN.1. Correctly identifying the capacity in which William Blankenship is acting is not merely of academic concern. When acting as the Debtor in Possession, Mr. Blankenship must fulfill the fiduciary duties of a trustee to the bankruptcy estate, and is not free to do whatever he so desires for his personal interests.

Additionally, if Mr. Blankenship was acting as the "Debtor," as stated in the Status Report, then the attorney for the Debtor in Possession could not be paid from the estate for representing him personally, and most likely would have a conflict of interest as the Debtor has no right under the circumstances before the court to be personally using assets of the estate, such as the avoidance powers to recover the property of the bankruptcy estate.

- D. The **Debtor in Possession** (incorrectly identified as the "Debtor") has filed an adversary proceeding to avoid a judgment lien of creditors Ruedin and Kletchko.
- E. The **Debtor in Possession** (incorrectly identified as the "Debtor") has filed a proposed disclosure statement and plan.

The most recently Monthly Operating Report for March 2016, timely filed on April 14, 2016, (Dckt. 90) includes the following information:

	For Month of March 2016	Cumulative Since Commencement of Case	
Income	\$3,670	\$21,542	
(March 2016 contains an extraordinary \$1,000 miscellaneous income item, with the balance of the monthly income being only \$2,670.			
Expenses			
Principal Payments on Debt	(\$536)	(\$2,680)	

Living Expenses	(\$2,106)	(\$16,608)	

Overview of Proposed Plan and Disclosure Statement

The Proposed Disclosure Statement (Dckt. 82) and Plan (Dckt. 81) were filed on April 4, 2016. The Plan is to be implemented by: (1) Debtor obtaining a reverse mortgage for \$118,000.00 on his residence by June 2016, (2) in July 2017 drawing on a reverse mortgage line of creditor in the amount of approximately \$200,000.00, and finally the sale of the Indiana Property and Debtor's interest in Apnea Analysis, Inc., which would generate approximately \$117,500.00.

STATUS CONFERENCE SUMMARY - JANUARY 20, 2016

Debtor commenced this case on October 17, 2016. Debtor intends to file a plan which is financed by a reverse mortgage. Debtor will do this to retain his residence and pay creditors more than they would receive through a Chapter 7 liquidation. Status Report, Dckt. 40.

Adversary Proceeding 16-2010

On January 19, 2016, the Kletchko/Ruedin Creditors ("Plaintiffs") filed a complaint objecting to the discharge of debts. Plaintiffs allege that they have obtained a judgment in the amount of \$664,000 against Debtor which is based on fraud. Plaintiffs allege that Debtor used \$505,000 of the monies obtained from Plaintiffs from the transaction upon which the judgment is based to purchase the Debtor's current Aspen Place Property.

Plaintiffs allege that there is an additional \$1,000,000 of monies which they paid to Debtor in 2008 in the transaction upon which the judgment is based which have not been accounted for by Debtor.

Plaintiffs allege that an additional \$150,000 of the proceeds from the transaction upon which the judgment was based were used by Debtor to purchase property in Indiana.

It is alleged that Debtor transferred the Indiana property and personal property thereon to a friend just before the filing of the bankruptcy case for no consideration.

It is further alleged that Debtor transferred personal property with a value of \$250,000 to his daughter and son, but has identified them as "unknown." Further, the son and daughter have been selling the personal property for the benefit of Debtor.

The Complaint requests that the court determine that the state court judgment is nondischargeable pursuant to 11 U.S.C. § 523(a)(2) and (a)(6). The Complaint requests that the court order the recovery of property fraudulently transferred to other parties.

MONTHLY OPERATING REPORT SUMMARY

December, 2015 Report		Filed: January 13, 2016	
INCOME	Current		Cumulative
Pension	\$ 1,319		\$ 2,014
Social Security	\$ 1,628		\$ 3,255
Insurance Refund	\$ 184		\$ 805
Apnea Analysis Dividend	\$ 3,360		\$ 3,360
Misc.	\$ <u>150</u>		\$ <u>150</u>
Total	\$ 6,641		\$ 9,584
EXPENSES	\$ (5,001)		\$ (9,977)
PROFIT/(LOSS)	\$ 1,640		\$ (393)
Specific Expenses			
Living Expenses		(\$4,465)	(\$8,905)

SUMMARY OF SCHEDULES

Real Property Schedule A	FMV	LIENS	
Aspen Place Residence	\$610,000	(\$113,663)	

Personal Property Schedule B	FMV	LIENS	
Total Value Listed	\$17,890		
Including			
Piano	\$6,000		
Apnea Analysis Center, Inc., 8% interest, dividend	\$1,000		

Secured Claims Schedule D	TOTAL CLAIM AMOUNT	FMV	UNSECURED CLAIM PORTION
Amerihome Mtg Co	(\$113,663)	\$610,000	\$0
Yolo County Tax Collector (December Payment)	(\$3,019)	Above	
Kletchko/Ruedin (asserted voidable judgment lien)	(\$664,000)		(\$170,682)

PRIORITY UNSECURED CLAIMS SCHEDULE E	TOTAL CLAIM AMOUNT	PRIORITY	GENERAL UNSECURED
None			

GENERAL UNSECURED CLAIMS SCHEDULE F			GENERAL UNSECURED
Total			(\$802,178)
Including			
Kletchko and Ruedin (alleged avoidable judgment lien)	(\$664,000)		
Davis (legal fees)	(\$44,775)		
Lieber Law (legal fees)	(\$65,552)		

INCOME, SCHEDULE I			
Total Average Monthly Income			
Total	\$2,322		
Retired			
Social Security	\$1,627		
Pension	\$695		

EXPENSES, SCHEDULE J			
Total Average Monthly Expenses			
Total	(\$2,146)		
Including			
Rent/Mortgage			(\$536)
Home Maintenance			\$0
Food/Housekeeping Supplies			(\$600)
Personal Care Products			\$0
Transportation			(\$200)
Vehicle Insurance			(\$50)

STATEMENT OF FINANCIAL AFFAIRS

Question 1 Income

2015 YTD	\$10,000	Consideration for Indiana Farm From Charles Hoffmeister
2014	\$9,500	Business Income
2014	\$6	Interest Income
2013	\$9,157	Business Income
2013	\$21	Interest Income

Question 2 Non-Business Income

2015 YTD	\$16,275	Social Security
2015	\$9,600	Pension
2014	\$19,000	Social Security
2014	\$4,157	Pension
2013	\$21,046	Social Security
2013	\$4,019	Pension

Question 3 Payments within 90 days

Creditor	Amount	Date
None		

Payments within one year

Creditor	Amount	Date
None	(See Transfer Below)	

Question 9 - Payments Relating to Debt Counseling

Reynolds Law	May 11, 2015	\$900
Reynolds Law	October 17, 2015	\$10,000

Reynolds Law	Date of Filing Payment for Pre- Petition Services and Chapter 11 Filing Fee	\$7,102

Question 10 - Other Transfers

Transferee	Assets Transferred	Consideration
Hoffmeister	Farm, equipment, crops, animals Spencer, Indiana Transfer May 2015	\$400,000 value for 17 years domestic service. \$10,000 paid in October 2015
Unknown	September and October 2015 Sterling Silver, Mexican Goblets, Brown Bess Musket Replicas	Consignment Sale (Consignee unidentified) \$Unknown

3. [15-28108-E-11](#) WILLARD BLANKENSHIP
[16-2010](#)
KLETCHKO ET AL V. BLANKENSHIP
ET AL

STATUS CONFERENCE RE: SECOND
AMENDED COMPLAINT
1-29-16 [[11](#)]

Plaintiff's Atty: Marc Y. Lazo
Defendant's Atty:
Stephen M. Reynolds [Willard Blankenship]
Unknown [Charles Hoffmeister]
Yury Galperin [Gary Labin, Stanley Lieber, Lieber Williams and Labin
LLP, Howard Williams]

Adv. Filed: 1/19/16
Answer: none
Amd Cmplt Filed: 1/27/16
Answer: none
2nd Amd Cmplt Filed: 1/29/16
Answer: 2/29/16 [Willard Blankenship]

Nature of Action:
Objection/revocation of discharge
Dischargeability - false pretenses, false representation, actual fraud
Dischargeability - willful and malicious injury

The Status Conference is XXXXXXXXXXXXXXXXXXXX
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Notes:

Defendant, Stanley Lieber, Howard Williams, Gary Labin, and Lieber, Williams & Labin LLP's Notice of Motion and Motion to Dismiss Second Amended Complaint filed 3/1/16 [Dckt 19], set for hearing 4/14/16 at 1:30 p.m.

Stipulation and Notice of Voluntary Dismissal of Adversary Proceeding Against Defendants Melissa Collier and Robert Charles Blankenship filed 3/8/16 [Dckt 23]; Order approving filed 3/10/16 [Dckt 25]

APRIL 20, 2016 STATUS CONFERENCE

SUMMARY OF COMPLAINT

Michael Kletchko and Patrick Ruedin ("Plaintiff") filed the Second Amended Complaint in this Adversary Proceeding on January 29, 2016. Dckt. 11. In the Second Amended Complaint, Plaintiff alleges that the obligation of Robert Blankenship, the Defendant-Debtor, in the amount of \$1,302,974.64 (state court judgment) is nondischargeable for fraud (11 U.S.C. § 523(a)(2)) and willful and malicious injury (11 U.S.C. § 523(a)(6)). The Second Amended Complaint is not clear whether the State Court Judgment is for fraud or just for contractual damages.

A copy of the State Court Judgment is attached as an exhibit to the

Second Amended Complaint. The State Court Judgment has the Special Verdict forms from the jury attached. The Special Verdict form are for breach of contract, negligence, intentional misrepresentation, concealment, and negligent misrepresentation.

SUMMARY OF ANSWER

Defendant-Debtor has filed an answer that admits and denies specific allegations in the Second Amended Complaint, of which all but two of the allegations are denied based on lack of information and belief.

DISMISSAL OF OTHER DEFENDANTS

The other named defendants have either been dismissed by stipulation or order of the court.

D

FINAL BANKRUPTCY COURT JUDGMENT

Plaintiff alleges in the Complaint that jurisdiction for this Adversary Proceeding exists pursuant to 28 U.S.C. §§ 1334 and 157(b)(2), and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B), I, and (J). Complaint p.2:8-9, Dckt. 11. In his Answer, Defendant-Debtor admits the allegations of jurisdiction and core proceedings. Answer ¶ 1, Dckt. 18. To the extent that any issues in the existing Complaint as of the Status Conference at which the Pre-Trial Conference Order was issued in this Adversary Proceeding are "related to" matters, the parties consented on the record to this bankruptcy court entering the final orders and judgement in this Adversary Proceeding as provided in 28 U.S.C. § 157(c)(2) for all issues and claims in this Adversary Proceeding referred to the bankruptcy court.

ISSUANCE OF PRE-TRIAL SCHEDULING ORDER

The court shall issue a Pre-Trial Scheduling Order setting the following dates and deadlines:

- a. The Plaintiff alleges in the Complaint that jurisdiction for this Adversary Proceeding exists pursuant to 28 U.S.C. §§ 1334 and 157(b)(2), and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B), I, and (J). Complaint p.2:8-9, Dckt. 11. In his Answer, Defendant-Debtor admits the allegations of jurisdiction and core proceedings. Answer ¶ 1, Dckt. 18. To the extent that any issues in the existing Complaint as of the Status Conference at which the Pre-Trial Conference Order was issued in this Adversary Proceeding are "related to" matters, the parties consented on the record to this bankruptcy court entering the final orders and judgement in this Adversary Proceeding as provided in 28 U.S.C. § 157(c)(2) for all issues and claims in this Adversary Proceeding referred to the bankruptcy court.
- b. Initial Disclosures shall be made on or before -----, 2016.
- c. Expert Witnesses shall be disclosed on or before -----,

2016, and Expert Witness Reports, if any, shall be exchanged on or before -----, 2016.

d. Discovery closes, including the hearing of all discovery motions, on -----, 2016.

e. Dispositive Motions shall be heard before -----, 2016.

f. The Pre-Trial Conference in this Adversary Proceeding shall be conducted at ----- p.m. on -----, 2016.

4. [10-37416-E-13](#) SHARION WILTON
[15-2243](#)
WILTON V. BANK OF AMERICA,
N.A.

CONTINUED STATUS CONFERENCE RE:
COMPLAINT
12-17-15 [[1](#)]

Final Ruling: No appearance at the April 20, 2016 Status Conference is required.

Plaintiff's Atty: Douglas B. Jacobs
Defendant's Atty: unknown

Adv. Filed: 12/17/15
Answer: none

Nature of Action:
Validity, priority or extent of lien or other interest in property
Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

<p>The Status Conference is continued to 2:30 p.m. on June 16, 2016.</p>

Notes:

Continued from 2/17/16

Entry of Default and Order re Default Judgment Procedures [Bank of America, N.A.] filed 3/30/16 [Dckt 11]

Plaintiff's Status Conference Statement filed 4/4/16 [Dckt 14]

APRIL 20, 2016 STATUS CONFERENCE

On March 30, 2016, the default of Defendant Bank of America, N.A. was entered. Dckt. 11. The time period for Plaintiff-Debtor to file a motion for entry of default judgment has not yet expired. The court continues the Status Conference to afford Plaintiff-Debtor the opportunity to timely file and prosecute a motion for entry of default judgment.

5. [07-27123](#)-E-13 DOREEN GASTELUM
PGM-6

CONTINUED STATUS CONFERENCE RE:
MOTION TO MODIFY ORDER FOR
EVIDENTIARY HEARING
6-12-15 [[186](#)]

Final Ruling: No appearance at the April 20, 2016 Status Conference is required.

Debtor's Atty: Peter G. Macaluso

Notes:
Continued from 1/28/16 at the request of Debtor.

The Status conference is continued to 2:30 p.m. on August 25, 2016. On or before August 11, 2016, the parties shall file either a joint status report or unilateral status reports.

APRIL 20, 2016 STATUS CONFERENCE

Debtor Doreen Gastelum and the City of Chicago have each filed updated Status Reports. Dckts. 204 and 206, respectively. Both parties report that the ongoing settlement efforts are being implemented, with the City proceeding to obtain the necessary Illinois court orders so that it may recover its collateral. The City reports that the necessary State Court judgment should be obtained in October, the sale of the collateral in November, and the sale confirmed in December 2016. The City requests a 120-day continuance of the Status Conference and the Debtor requests a 90-day continuance.

The parties and their counsel continuing in their good faith, productive efforts to implement a settlement which resolves all issues, the court continues the hearing.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Status Conference having been considered by the court, and upon review of the pleadings and updated Status Reports, and good cause appearing,

IT IS ORDERED that the Status Conference is continued to 2:30 p.m. on August 25, 2016. On or before August 11, 2016, the parties shall file either a joint updated status report or unilateral updated status reports.

6. [10-47727-E-13](#) ROBIN JARRED
[16-2017](#)
JARRED V. PNC BANK, NATIONAL
ASSOCIATION

STATUS CONFERENCE RE: COMPLAINT
2-2-16 [[1](#)]

Plaintiff's Atty: Douglas B. Jacobs
Defendant's Atty: unknown

Adv. Filed: 2/2/16

Answer: none

Nature of Action: Validity, priority or extent of lien or other interest in property Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

The Status Conference is ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~.

Notes:

Plaintiff's Status Conference Statement filed 4/4/16 [Dckt 8]

APRIL 20, 2016 STATUS CONFERENCE

At the Status Conference, Plaintiff-Debtor reported ~~XXXXXXX~~

SUMMARY OF COMPLAINT

Robin Jarred ("Plaintiff-Debtor") seeks to have the court quiet title as to Plaintiff-Debtor's residence having completed the Chapter 13 Plan. It is asserted that the deed of trust securing the claim of PNC Bank is void, the 11 U.S.C. § 506(a) value of the secured claim having been paid in full through the plan. Plaintiff-Debtor also seeks recover of attorneys' fees and costs.

SUMMARY OF ANSWER

PNC Bank ("Defendant") has not filed a responsive pleading.

FINAL BANKRUPTCY COURT JUDGMENT

Plaintiff-Debtor alleges in the Complaint that jurisdiction for this Adversary Proceeding exists pursuant to 28 U.S.C. §§ 1334 (the Complaint appears to contain a typographical error, referencing 28 U.S.C. § 1337 - Commerce and Anti-Trust jurisdiction) and 157(b), and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(2)(K) and (L).

STATUS OF ADVERSARY PROCEEDING

Plaintiff-Debtor requests that the Status Conference be continued sixty days. Though no responsive pleadings have been filed (due by March 2, 2016), no request for entry of default has been filed.

7. [10-33944-E-13](#) ALAN/JILL MORI
[16-2027](#)
MORI ET AL V. WELLS FARGO
BANK, N.A.

STATUS CONFERENCE RE: COMPLAINT
2-15-16 [[1](#)]

Final Ruling: No appearance at the April 20, 2016 Status Conference is required.

Plaintiff's Atty: Peter G. Macaluso
Defendant's Atty: unknown

Adv. Filed: 2/15/16
Answer: none

Nature of Action:
Declaratory judgment
Recovery of money/property - fraudulent transfer
Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

The Status Conference is continued to 2:30 p.m. on May 2016.

Notes:
Plaintiffs' Status Statement filed 4/13/16 [Dckt 9]

APRIL 20, 2016 STATUS CONFERENCE

Alan and Jill Mori, the Plaintiff-Debtor, report that though no answer has been filed, Defendant Wells Fargo Bank, N.A. and Plaintiff-Debtor have met and conferred concerning this Complaint and the rights of the Plaintiff-Debtor. Plaintiff-Debtor further reports that this matter may be resolved by a loan modification which is in process. The court continues the Status Conference to allow these parties to continue in their good faith efforts to resolve the dispute.

8. 15-25446-E-13 DONALD MAH
16-2026
MAH V. SELECT PORTFOLIO
SERVICING, INC. ET AL

STATUS CONFERENCE RE: COMPLAINT
2-11-16 [[1](#)]

ADV DISMISSED

Final Ruling: No appearance at the April 20, 2016 Status Conference is required.

Plaintiff's Atty: Pro Se
Defendant's Atty:
Nichole L. Glowin [Select Portfolio Servicing, Inc.; U.S. Bank National
Association]
Unknown [MERS Corp.; Quality Loan Service Corporation; Resmae Mortgage
Corp.]

Adv. Filed: 2/11/16
Answer: none

Nature of Action:
Validity, priority or extent of lien or other interest in property

The Adversary Proceeding having been dismissed by order of the court, **the Status Conference is removed from the calendar.**

Notes:
[NLG-1] Motion to Dismiss Adversary Complaint filed 3/11/16 [Dckt 11]; Order granting filed

9. [16-20852-E-11](#) MATHIOPOULOS 3M FAMILY
LIMITED PARTNERSHIP

STATUS CONFERENCE RE: VOLUNTARY
PETITION
2-16-16 [[1](#)]

Debtor's Atty: J. Luke Hendrix

Operating Reports filed: 3/14/16

Notes:

[DNL-1] Motion to Approve Use of Cash Collateral filed 2/25/16 [Dckt 13]; Order granting and continuing hearing to 5/5/16 at 10:00 a.m. filed 3/10/16 [Dckt 30]

Chapter 11 Status Report filed 3/11/16 [Dckt 31]

U.S. Trustee Report at 341 Meeting docketed 3/17/16

APRIL 20, 2016 STATUS CONFERENCE

The Debtor in Possession filed a Chapter 11 Status Report on March 11, 2016. Dckt. 31. The primary assets of the estate consists of real property in Penryn, California. The property has been developed through the efforts of Debtor's partners. The property consists of a business center with approximately 30,700 sq feet of rentable space. Wells Fargo Bank, N.A. holds a claim in the amount of approximately \$2,900,000.00 which is secured by the Real Property. The note which is secured by the Real Property came due in October 2015, was not paid, and Wells Fargo Bank, N.A. commenced a non-judicial foreclosure sale, which was set for March 10, 2016.

An order authorizing the use of cash collateral has been obtained.

STATUS CONFERENCE SUMMARY

XXXXXXXXXXXXXXXXXXXX

MONTHLY OPERATING REPORT SUMMARY

March 2016 Report		Filed: April 14, 2016	
INCOME	Current		Cumulative
Rents	\$ 22,984		\$ 23,984
	-----		-----
Total	\$ 22,984		\$ 23,984
EXPENSES	\$ (21,416)		\$ (1,736)
PROFIT/(LOSS)	\$ 1,568		\$ 22,248
Specific Expenses			
	Rent/Mortgage		(\$13,193)
	Life Insurance		(\$1,271)
	Sewer		(\$2,276)

SUMMARY OF SCHEDULES

Real Property Schedule A/B	FMV	LIENS
Penryn Real Property	\$5,310,000	

Personal Property Schedule A/B	FMV	LIENS	
Cash	\$780		
Checking, Savings	\$41,093		
Four Term Life Insurance Policies	\$0		
Claim Against Wells Fargo Bank, N.A.	\$500,000		
Accounts Receivable, Unpaid Rents	\$48,239		
Four Big Screen TVs	\$2,000		

Secured Claims Schedule D	TOTAL CLAIM AMOUNT	FMV	UNSECURED CLAIM PORTION
Placer County Tax Collector Penryn Real Property	(\$30,115)	\$5,310,000	
Wells Fargo Bank, N.A. Penryn Real Property	(\$2,859,455)		

PRIORITY UNSECURED CLAIMS SCHEDULE E	TOTAL CLAIM AMOUNT	PRIORITY	GENERAL UNSECURED
None			

GENERAL UNSECURED CLAIMS SCHEDULE F	TOTAL CLAIM AMOUNT		
Total Claims	(\$152,041)		
Capital One Credit		(\$16,542)	
Capital One Loan		(\$36,455)	
Citibank Advantage		(\$31,931)	
Home Depot		(\$8,725)	
South Placer MUD		(\$8,345)	
Stanley Klemeston Engineering		(\$6,500)	
Insiders		(\$40,000)	

STATEMENT OF FINANCIAL AFFAIRS

Question 1 Income

2016 YTD	\$50,303	
2015	\$427,877	
2014	\$399,565	

10. [12-39954-E-13](#) JOHN/MICHELLE PINEDA
[16-2002](#)
PINEDA, JR. ET AL V. WELLS
FARGO HOME MORTGAGE

STATUS CONFERENCE RE: COMPLAINT
1-5-16 [[1](#)]

Plaintiff's Atty: Peter L. Cianchetta
Defendant's Atty: Adam N. Barasch

Adv. Filed: 1/5/16
Answer: none

Nature of Action:
Injunctive relief - other

The Status Conference is ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~.

Notes:

Stipulation to Extend Responsive Pleading Deadline [responsive pleading due 3/3/16] filed 2/4/16 [Dckt 7]; Order approving filed 2/4/16 [Dckt 9]

SUMMARY OF COMPLAINT

John and Michelle Pineda ("Plaintiff-Debtor") commenced this action alleging violation of the automatic stay. It is alleged that Plaintiff-Debtor commenced a Chapter 13 bankruptcy case one November 13, 2012, the plan was confirmed on February 27, 2013, the bankruptcy case was dismissed on October 17, 2015, and the dismissal was vacate don November 25, 2015.

Plaintiff-Debtor alleges that December 16, 2015, Defendant Wells Fargo Bank, N.A. sent a statement to Plaintiff-Debtor asserting that the obligation secured by Plaintiff-Debtor's property was in default. Exhibit A to Complaint. Dckt. 1. The statement lists the delinquent payments and advises Plaintiff-Debtor that a foreclosure may have already started. Further, if Debtor's want to retain their home, they need to pay the delinquency or seek other options.

It is further alleged that on January 4, 2016, Plaintiff-Debtor received a "certified letter" advising them that their mortgage loan was delinquent. It is alleged that the "certified letter" was signed for by the Plaintiff-Debtor's child, which alarmed that child.

Plaintiff-Debtor seeks compensatory and punitive damages pursuant to 11 U.S.C. § 362(k). Additionally, Plaintiff-Debtor seeks to have Wells Fargo Bank, N.A. held in contempt of court. Plaintiff-Debtor also seeks the recover of attorneys' fees pursuant to 11 U.S.C. § 362(k).

SUMMARY OF ANSWER

Wells Fargo Bank, N.A. has not filed a responsive pleading.

STATUS OF PLAINTIFF-DEBTOR'S BANKRUPTCY CASE

The court confirmed Plaintiff-Debtor's Modified Chapter 13 Plan on

January 21, 2016. Order; 12-39954, Dckt. 82. Notwithstanding a deficient Federal Rule of Civil Procedure 60(b) and Federal Rule of Bankruptcy Procedure 9024 motion to vacate, the court vacated the dismissal. Civil Minutes; *Id.*, Dckt. 63. The court took into account that Plaintiff-Debtor had invested three years into the plan, and the dismissal of the case after three years, based on the failure to respond to the Chapter 13 Trustee's motion to dismiss caused significant prejudice to Plaintiff-Debtor. *Id.*

11. [13-31975](#)-E-13 JACK/LINDA GANAS CONTINUED OBJECTION TO NOTICE
PLC-3 Peter Cianchetta OF MORTGAGE PAYMENT CHANGE
AND/OR MOTION FOR ATTORNEY'S
FEES
11-13-14 [[55](#)]

**The Objection to Notice of Mortgage Payment Change is
XXXXXX**

Jack and Linda Ganas ("Debtors") filed the instant Objection to Notice of Mortgage Payment Change and Request for Attorney's Fees on November 13, 2014. Dckt. 55.

Debtors state that Wells Fargo Bank, N.A. filed Proof of Claim No. 4 on January 15, 2014 where they claimed an arrearage existed at the time of the bankruptcy filing. The escrow shortage they listed was \$529.34 as of the petition date. On October 28, 2014, Wells Fargo Bank, N.A. filed a Notice of Payment Change. The documents submitted with their Notice of Mortgage Payment Change state that there was an escrow shortage on the date of the petition of (\$8,977.23). Debtors argue that this pre-petition shortage was not listed on Wells Fargo's Proof of Claim and is unsupported by any explanation on an amended proof of claim or on the Notice of Mortgage Payment Change.

Wells Fargo Bank, N.A.'s Notice of Mortgage Payment Change requests that the current escrow payment change from \$167.74 to \$348.05.

Debtors allege that the inconsistencies are the result of pre-petition arrearage escrow amounts not being properly credited in the analysis which result in the pre-petition arrearage also being paid post-petition, thereby resulting in a duplicate payment. The deed of trust only provides for payment of collection fees in to protect their security interest as stated in paragraph 18 of the deed of trust note attached to Proof of Claim 4.

Debtor additionally requests that the court grant reasonable attorney's fees pursuant to California Civil Code § 1717.

WELLS FARGO BANK, N.A.'S OPPOSITION

Wells Fargo Bank, N.A. filed an opposition to the instant Objection on February 4, 2015. Dckt. 68. Wells Fargo Bank, N.A. objects on the following basis:

1. Debtors' objection should be overruled because it lacks merit as it fails to accurately represent Wells Fargo Bank, N.A.'s escrow analysis and has failed to establish an inconsistencies with Wells Fargo Bank, N.A. Proof of Claim.

Debtors misstate the escrow shortage as provided in Wells Fargo Bank, N.A.'s Notice. Debtors contend that the escrow shortage totals \$8,977.23. However, the quoted amount is the actual escrow balance, not the escrow shortage. The correct escrow shortage is \$1,998.08 (Notice, pg. 6). The reason for this escrow shortage was that Wells Fargo Bank, N.A. made several post-petition tax and hazard disbursements on the subject loan. As the Debtors have misinterpreted the escrow analysis, their premise that the Notice is inconsistent with Wells Fargo Bank, N.A.'s Proof of Claim is misrepresented.

Furthermore, Debtors contend that inconsistencies between the Notice and Proof of Claim are the result of pre-petition arrearage escrow amounts not being properly credited to Debtors' account. The alleged result of pre-petition escrow amounts not being properly credited is pre-petition arrears are being collected post-petition, resulting in a duplicate payment. However, there are no inconsistencies between the Proof of Claim and the Notice. In addition the Debtors have not offered any evidence the pre-petition arrearage escrow amounts not being properly credited to their account. As provided in the Proof of Claim, the pre-petition escrow shortage is \$529.34. This amount was not included in the post-petition escrow analysis. It was included on the Notice as a negative balance since it was claimed in the pre-petition arrears and also notes that "an escrow adjustment of \$529.34 is scheduled to be repaid through the bankruptcy."

2. Debtors' Objection is substantially related to the adversary proceeding and should be continued until the Adversary Proceeding is concluded. The sole remaining cause of action is Debtors' objection to Wells Fargo Bank, N.A.'s Proof of Claim. Specifically, Debtors are alleging that the pre-petition accounting regarding the loan is incorrect. The resolution of this matter directly relates to the issues raised in the instant Objection. Wells Fargo Bank, N.A.'s counsel and Debtor's counsel are working towards a potential resolution of the Adversary Proceeding which will likely result in a global resolution of the Objection. Wells Fargo Bank, N.A. requests that the court continue the hearing so that the parties may reach a global resolution regarding Debtor's Adversary Proceeding and Objection.

TRUSTEE'S RESPONSE

The Trustee filed a response on May 28, 2015. Dckt. 75. The Trustee first states that he does not oppose the matter being continued as being substantially related to the pending adversary proceeding.

The Trustee agrees that the Escrow Analysis may be insufficient without further explanation. The Trustee states that he has examined the Notice of Mortgage Payment change filed on October 28, 2014 and notes that on page 6, a starting December 2014 balance of -<\$2,153.75> in the Projected Escrow balance column. This number appears to be the actual escrow balance as of November 2014, which appears to include pre-petition amounts as the analysis commences July 2013. No explanation is provided for the \$7,203.85 payment to escrow posted September 2014. Additionally, the Trustee notes the Projected Payments to escrow do not agree with the Escrow Disclosure Statement filed with Proof of Claim No. 4-1.

The Trustee states that the projected disbursements from escrow total \$2,178.50 or \$181.54 per month. The new monthly escrow payment computed per the Notice is \$348.05. Property taxes and insurance appear escrowed in the payment, and for 2014 were \$736.75 x 2 (\$1,473.50) and \$705.00 for a total of \$2,178.50; this would require payments of \$181.55 per month on average.

REVIEW OF NOTICE OF MORTGAGE PAYMENT CHANGE

Wells Fargo Bank, N.A. filed Proof of Claim 4 on January 1, 2014. In the Proof of Claim, Wells Fargo Bank, N.A. states that the "Escrow shortage or deficiency" as of the petition date is \$529.34.

Wells Fargo Bank, N.A. filed a Notice of Mortgage Payment Change on October 28, 2014. The Notice states the following:

- 1. Date of payment change: 12/1/2014
- 2. New total payment: \$1,138.35
- 3. Part 1: Escrow Account Payment Adjustment:
 - a. Current escrow payment: \$167.74
 - b. New escrow payment: \$348.05

The Notice of Mortgage Payment Change also has attached an escrow statement that, in part, outlines the Debtors' escrow account history. In relevant part, for September 2013, the statement provides:

Payments to escrow			Payments from escrow		Escrow balance	
Date	Projected	Actual	Projected	Actual	Projected	Actual
Sep. 2013	\$164.01	\$348.54	\$0.00	\$0.00	\$772.50	(\$8,977.23)

A review of the Objection, Proof of Claim No. 7, and the Notice of

Mortgage Payment Change shows that there is no evidentiary basis for the substantial increase in escrow shortage. Wells Fargo Bank, N.A. does not explain how they calculated the escrow shortage to determine that, at the time of the petition, the (\$529.34) listed on the Proof of Claim 4 (filed on January 15, 2014) is actually (\$1,998.23) as listed on the Notice of Mortgage Payment Change (filed on October 28, 2014).

While Wells Fargo Bank, N.A. gives generic, nonspecific answers such as "several post-petition tax and hazard disbursements on the subject loan" were the cause of the recalculated escrow shortage, Wells Fargo Bank, N.A. gives no evidence or specifics of how the escrow shortage nearly quadrupled in amount. Instead, Wells Fargo Bank, N.A. attempts to shift the burden onto the Debtors.

The Escrow Analysis attached to the Notice of Mortgage Payment Change provides the following information. Page 4 of the Escrow Analysis provides the actual payments made during the period July 2013 through August 2014, and estimates for September - November 2014. Through August 2014, Wells Fargo Bank, N.A. reports receiving actual escrow payments totaling \$3,921.70. For these fourteen months, escrow payments of \$2,296.98 (14 x \$164.07 a month) were required.

For the period December 2014 through November 2015, Wells Fargo Bank, N.A. projects disbursements from escrow for taxes and insurance to total \$2,178.50. Escrow Analysis, pg. 3. During that period, monthly escrow payments of \$181.54 would be required. This portion of the Escrow Analysis states, "Scheduled escrow payment \$181.54." *Id.*

However, Wells Fargo Bank, N.A. then states on page 1 of the Escrow Analysis that the monthly principal and interest payment is \$790.30 and the Escrow payment will be \$348.54. The court cannot identify the basis for the additional \$167.00 a month in escrow payments for the twelve months through November 2015 - which total \$2,004.00 (12 x \$167.00).

Wells Fargo Bank, N.A.'s response concentrates on the fact that the pending Adversary Proceeding deals with the treatment and calculation of the pre-petition payments has a direct effect on the outcome of the instant Objection. As part of this foundational argument, Wells Fargo Bank, N.A. does not provide any specific pieces of evidence or explanation as to how the escrow shortage was calculated and instead just points to the same information the court initially reviewed at the first hearing on the Objection.

REQUEST FOR ATTORNEYS' FEES

As to the Debtor's request for attorney's fees under California Civil Code § 1717, the Debtor has not pleaded with particularity under Local Bankr. R. 9013 to justify such relief.

In support for attorney fees, the Objection states the following grounds with particularity pursuant to Federal Rule of Bankruptcy Procedure 9013, upon which the request for relief is based:

- A. California Civil Code Section 1717 provides for attorney fees for the prevailing party whenever there is an attorney fee provision, there has been notice and a hearing, wherein the

reasonable attorney's fees shall be fixed by the Court.

The Objection does not comply with the requirements of Federal Rule of Bankruptcy Procedure 9013 for attorneys' fees because it does not state with particularity the grounds upon which the requested relief is based. The motion merely states the code section. This is not sufficient.

Consistent with this court's repeated interpretation of Federal Rule of Bankruptcy Procedure 9013, the bankruptcy court in *In re Weatherford*, 434 B.R. 644 (N.D. Ala. 2010), applied the general pleading requirements enunciated by the *United States Supreme Court in Bell Atl. Corp. v. Twombly*, 550 U.S. 544 (2007), to the pleading with particularity requirement of Bankruptcy Rule 9013. The *Twombly* pleading standards were restated by the Supreme Court in *Ashcroft v. Iqbal*, 556 U.S. 662 (2009), to apply to all civil actions in considering whether a plaintiff had met the minimum basic pleading requirements in federal court.

In discussing the minimum pleading requirement for a complaint (which only requires a "short and plain statement of the claim showing that the pleader is entitled to relief," Fed. R. Civ. P. 7(a)(2), the Supreme Court reaffirmed that more than "an unadorned, the-defendant-unlawfully-harmed-me accusation" is required. *Iqbal*, 556 U.S. at 678-679. Further, a pleading which offers mere "labels and conclusions" of a "formulaic recitations of the elements of a cause of action" are insufficient. *Id.* A complaint must contain sufficient factual matter, if accepted as true, "to state a claim to relief that is plausible on its face." *Id.* It need not be probable that the plaintiff (or movant) will prevail, but there are sufficient grounds that a plausible claim has been pled.

Federal Rule of Bankruptcy Procedure 9013 incorporates the state-with-particularity requirement of Federal Rule of Civil Procedure 7(b), which is also incorporated into adversary proceedings by Federal Rule of Bankruptcy Procedure 7007. Interestingly, in adopting the Federal Rules and Civil Procedure and Bankruptcy Procedure, the Supreme Court stated a stricter, state-with-particularity-the-grounds-upon-which-the-relief-is-based standard for motions rather than the "short and plain statement" standard for a complaint.

Law-and-motion practice in bankruptcy court demonstrates why such particularity is required in motions. Many of the substantive legal proceedings are conducted in the bankruptcy court through the law-and-motion process. These include, sales of real and personal property, valuation of a creditor's secured claim, determination of a debtor's exemptions, confirmation of a plan, objection to a claim (which is a contested matter similar to a motion), abandonment of property from the estate, relief from stay (such as in this case to allow a creditor to remove a significant asset from the bankruptcy estate), motions to avoid liens, objections to plans in Chapter 13 cases (akin to a motion), use of cash collateral, and secured and unsecured borrowing.

The court in *Weatherford* considered the impact on the other parties in the bankruptcy case and the court, holding,

The Court cannot adequately prepare for the docket when a motion simply states conclusions with no supporting factual allegations. The respondents to such motions cannot adequately prepare for the hearing when there are no factual allegations

supporting the relief sought. Bankruptcy is a national practice and creditors sometimes do not have the time or economic incentive to be represented at each and every docket to defend against entirely deficient pleadings. Likewise, debtors should not have to defend against facially baseless or conclusory claims.

Weatherford, 434 B.R. at 649-650; see also *In re White*, 409 B.R. 491, 494 (Bankr. N.D. Ill. 2009) (A proper motion for relief must contain factual allegations concerning the requirement elements. Conclusory allegations or a mechanical recitation of the elements will not suffice. The motion must plead the essential facts which will be proved at the hearing).

The courts of appeals agree. The Tenth Circuit Court of Appeals rejected an objection filed by a party to the form of a proposed order as being a motion. *St Paul Fire & Marine Ins. Co. v. Continental Casualty Co.*, 684 F.2d 691, 693 (10th Cir. 1982). The Seventh Circuit Court of Appeals refused to allow a party to use a memorandum to fulfill the particularity of pleading requirement in a motion, stating:

Rule 7(b)(1) of the Federal Rules of Civil Procedure provides that all applications to the court for orders shall be by motion, which unless made during a hearing or trial, "shall be made in writing, [and] shall state with particularity the grounds therefor, and shall set forth the relief or order sought." (Emphasis added). The standard for "particularity" has been determined to mean "reasonable specification." 2-A Moore's *Federal Practice*, para. 7.05, at 1543 (3d ed. 1975).

Martinez v. Trainor, 556 F.2d 818, 819-820 (7th Cir. 1977).

Not pleading with particularity the grounds in the motion can be used as a tool to abuse the other parties to the proceeding, hiding from those parties the grounds upon which the motion is based in densely drafted points and authorities - buried between extensive citations, quotations, legal arguments and factual arguments. Noncompliance with Bankruptcy Rule 9013 may be a further abusive practice in an attempt to circumvent the provisions of Bankruptcy Rule 9011 to try and float baseless contentions in an effort to mislead the other parties and the court. By hiding the possible grounds in the citations, quotations, legal arguments, and factual arguments, a movant bent on mischief could contend that what the court and other parties took to be claims or factual contentions in the points and authorities were "mere academic postulations" not intended to be representations to the court concerning the actual claims and contentions in the specific motion or an assertion that evidentiary support exists for such "postulations."

While the Debtor's counsel does provide for a time sheet, the Debtor failed to provide the specific contract provisions that justify an award for attorneys' fees nor does Debtor provide how the applicable statute applies to the instant case. The court does not have the resources to fill-in the blanks for Debtor and Debtor's counsel.

DECEMBER 16, 2014 HEARING

At the hearing, the court continued to 2:30 p.m. on February 18, 2015

to be heard in conjunction with the Status Conference in Adversary case number 14-2080-E. Dckt. 67.

JUNE 24, 2015 HEARING

At the hearing, Plaintiff-Debtor's counsel reported that a settlement offer has been presented. There is a \$1,500.00 issue, which the parties are now investigating. Based on the representation of the various attorneys for the parties that this matter has been resolved, the court continues the status conference.

FEBRUARY 18, 2015 STATUS CONFERENCE

The parties reported that due to illness of counsel they have not been able to advance their settlement discussions. However, all attorneys are now available and actively addressing the issues. The court continues the Status Conference as requested. At the Status Conference, the court continued the hearing to 2:30 p.m. on June 24, 2015 to be heard in conjunction with the Status Conference. Dckt. 71.

OCTOBER 14, 2015 HEARING

The Motion to Approve Compromise and Motion to Approve Loan Modification are being finalized by the parties. Plaintiff-Debtor has filed a motion to confirm the plan in their Chapter 13 case. The court continues this hearing and the status conference in the related Adversary Proceeding to allow the parties to consummate the settlement to 2:30 p.m. on January 20, 2016.

JANUARY 20, 2016 HEARING

To date, nothing has been filed in connection with the instant motion. At the hearing the Parties report that the Settlement Agreement has been executed by Plaintiff-Debtors. But Defendant requested a revision, and has signed the revised agreement. Plaintiff-Debtors confirmed that the amendment is acceptable and is being signed by the Plaintiff-Debtors. A motion to approve the compromise will then be filed in the bankruptcy case.

The court continued the matter to 2:30 p.m. on April 20, 2016.

APRIL 20, 2016 HEARING

To date, nothing has been filed in connection with the instant Motion.

On March 22, 2016, the court authorized the Debtor to enter into a settlement and modification with Defendant. Civil Minutes and Order, Dckts. 112 and 114, respectively.

Under the terms of the Settlement Agreement (Exhibit A, Dckt. 99), all issues in this contested matter are to have been resolved.

At the hearing, **xxxx**

12. [13-31975-E-13](#) JACK/LINDA GANAS
[14-2080](#)
GANAS ET AL V. WELLS FARGO
BANK, N.A.

CONTINUED STATUS CONFERENCE RE:
COMPLAINT
3-14-14 [[1](#)]

Plaintiff's Atty: Peter L. Cianchetta
Defendant's Atty: Eddie R. Jimenez

Adv. Filed: 3/14/14
Answer: none

Nature of Action:
Recovery of money/property - other
Other (e.g., other actions that would have been brought in state court if
unrelated to bankruptcy case)

The Status Conference is ~~XXXXXXXXXXXXXXXX~~

Notes:

Continued from 1/20/16. Parties report that a settlement agreement has been
executed. Parties to file a motion to approve the compromise.

APRIL 20, 2016 STATUS CONFERENCE

To date, nothing has been filed in connection with the instant
Adversary Proceeding.

On March 22, 2016, the court authorized the Debtor to enter into a
settlement and modification with Defendant. Civil Minutes and Order; 13-31975;
Dckts. 112 and 114, respectively.

Under the terms of the Settlement Agreement (Exhibit A, Dckt. 99), all
issues in this contested matter are to have been resolved.

At the Status Conference, ~~xxxxx~~

13. [10-49475-E-13](#) CHARLES/MARGARET STEPHENS STATUS CONFERENCE RE: COMPLAINT
[16-2001](#) 1-5-16 [[1](#)]
STEPHENS ET AL V. BANK OF
AMERICA, N.A.
ADV DISMISSED: 04/05/2016

Final Ruling: No appearance at the April 20, 2016 Status Conference is required.

Plaintiff's Atty: Douglas B. Jacobs
Defendant's Atty: unknown

Adv. Filed: 1/5/16
Answer: none

Nature of Action:
Validity, priority or extent of lien or other interest in property
Other (e.g., other actions that would have been brought in state court if unrelated to bankruptcy case)

The Adversary Proceeding having been dismissed, **the Status Conference is removed from the calendar.**

Notes:
Motion to Dismiss Adversary Complaint filed 4/5/16 [Dckt 8]; Order granting filed 4/5/16 [Dckt 10]

14. [15-20081-E-7](#) JANET ROBINSON
[16-2016](#)
HOPPER V. ROBINSON

STATUS CONFERENCE RE: COMPLAINT
1-28-16 [[1](#)]

Plaintiff's Atty: Gabriel P. Herrera
Defendant's Atty: Pro Se

Adv. Filed: 1/28/16
Answer: 3/4/16

Nature of Action:
Objection/revocation of discharge

The Status Conference is ~~XXXXXXXXXXXXXXXXXXXX~~.

Notes:

SUMMARY OF COMPLAINT

Michael J. Hopper, the Chapter 7 Trustee in Defendant's bankruptcy case, ("Plaintiff") has filed a Complaint seeking to have Defendant-Debtor Janet Lee Robinson denied a discharge in her Chapter 7 case. Dckt 1. It is alleged that the Defendant-Debtor misrepresented her interests in real property located in San Francisco, California. Further, that Debtor failed to disclose rents being paid on this property of the Bankruptcy Estate. Additionally, that Defendant-Debtor failed to disclose her, and now the Bankruptcy Estate's interest, in another property located in Richmond, California.

It is alleged that Debtor's failure to disclose her assets, account for post-petition rents, failure to pay over \$8,925.00 in post-petition rents, are grounds to deny her a discharge pursuant to 11 U.S.C. § 727(a)(2), (a)(4)(A), and (a)(6).

The Trustee filed a proposed discovery plan on April 15, 2016. Dckt. 8.

SUMMARY OF ANSWER

Janet Lee Robinson, the Defendant-Debtor has filed an answer to the Complaint in pro se. Dckt. 7. In the Answer she admits and denies specific allegations in the Complaint. Defendant-Debtor also asserts three affirmative defenses.

FINAL BANKRUPTCY COURT JUDGMENT

Plaintiff alleges in the Complaint that jurisdiction for this Adversary Proceeding exists pursuant to 28 U.S.C. §§ 1334(b), and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(J). Complaint ¶¶ 1, 3, Dckt. 1. In her answer, Defendant-Debtor admits the allegations of jurisdiction and core

proceedings. Answer ¶ 1, Dckt. 7. To the extent that any issues in the existing Complaint as of the Status Conference at which the Pre-Trial Conference Order was issued in this Adversary Proceeding are "related to" matters, the parties consented on the record to this bankruptcy court entering the final orders and judgement in this Adversary Proceeding as provided in 28 U.S.C. § 157(c)(2) for all issues and claims in this Adversary Proceeding referred to the bankruptcy court.

ISSUANCE OF PRE-TRIAL SCHEDULING ORDER

The court shall issue a Pre-Trial Scheduling Order setting the following dates and deadlines:

- a. The Plaintiff alleges in the Complaint that jurisdiction for this Adversary Proceeding exists pursuant to 28 U.S.C. §§ 1334(b), and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(J). Complaint ¶¶ 1, 3, Dckt. 1. In her answer, Defendant-Debtor admits the allegations of jurisdiction and core proceedings. Answer ¶ 1, Dckt. 7. To the extent that any issues in the existing Complaint as of the Status Conference at which the Pre-Trial Conference Order was issued in this Adversary Proceeding are "related to" matters, the parties consented on the record to this bankruptcy court entering the final orders and judgement in this Adversary Proceeding as provided in 28 U.S.C. § 157(c)(2) for all issues and claims in this Adversary Proceeding referred to the bankruptcy court.
- b. Initial Disclosures shall be made on or before **April 27, 2016**.
- c. Discovery closes, including the hearing of all discovery motions, on **September 27, 2016**.
- d. Dispositive Motions shall be heard before **November 17, 2016**.
- e. The Pre-Trial Conference in this Adversary Proceeding shall be conducted at **2:30 p.m. on January 18, 2017**.

15. [09-26693-E-13](#) TOM/KRIS SHORTRIDGE
[16-2032](#)
SHORTRIDGE ET AL V. GREENWICH
INVESTORS XXXII, LLC ET AL

STATUS CONFERENCE RE: AMENDED
COMPLAINT
3-7-16 [7]

Plaintiff's Atty: Robert S. Gimblin
Defendant's Atty: unknown

Adv. Filed: 2/17/16
Answer: none
Amd. Cmplt. Filed: 3/7/16
Answer: none

Nature of Action:
Validity, priority or extent of lien or other interest in property
Other (e.g., other actions that would have been brought in state court if
unrelated to bankruptcy case)

The Status Conference is ~~XXXXXXXXXXXXXXXXXX~~

Notes:

APRIL 20, 2016 STATUS CONFERENCE

At the Status Conference, Plaintiff-Debtor reported ~~xxxxxxx~~

SUMMARY OF COMPLAINT

Tom and Kris Shortridge, the Plaintiff-Debtor, filed this action for a determination that the second deed of trust on their residence securing an obligation originally owed to National City Mortgage is void, the secured claim having been valued at \$0.00 in Plaintiff-Debtor's Chapter 13 case and the full amount of such secured claim as valued having been paid through Plaintiff-Debtor's now completed Chapter 13 Plan. It is alleged that the Defendant Walter Investment Management Corporation, successor loan servicer, has failed to reconvey the deed of trust.

Plaintiff-Debtor seeks a judicial determination that said deed of trust is void and no longer an encumbrance on Plaintiff-Debtor's Real Property. Additionally, Plaintiff-Debtor seeks statutory damages pursuant to California Civil Code § 2491(d) in the amount of \$500.00 and attorneys' fees.

SUMMARY OF ANSWER

No answer or other responsive pleading has been filed.

SERVICE OF COMPLAINT

A certificate of service was filed on February 18, 2016. Dckt. 6.

A reissued summons was obtained on March 8, 2016. No certificate of service for the reissued summons has been filed.