UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Chief Bankruptcy Judge
Sacramento, California

Pursuant to District Court General Order 618, no persons are permitted to appear in court unless authorized by order of the court. All appearances of parties and attorneys shall be telephonic through CourtCall, until further order of the Chief Judge of the District Court. **The contact information for CourtCall to arrange for a phone appearance is: (866) 582-6878.**

MODESTO DIVISION CALENDAR
June 18, 2020 at 2:00 p.m.

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1. 20-90118-E-11 REYES DRYWALL, INC. **CONTINUED STATUS CONFERENCE RE: VOLUNTARY PETITION 2-12-20 [1]**

Debtor's Atty: David C. Johnston

Notes:
Continued from 3/12/20

3/16/20 Trustee Report at 341 Meeting; debtor appeared, continued to 4/13/20

[DCJ-1] Application of Debtor in Possession for Authority to Employ Attorney filed 3/17/20 [Dckt 22]; Order granting filed 3/19/20 [Dckt 25]

4/13/20 Trustee Report at 341 Meeting; debtor did not appear, continued to 6/1/20

6/2/20 Trustee Report at 341 Meeting; debtor did not appear, meeting concluded

The Status Conference is continued to xxxxxxxxxx

JUNE 18, 2020 STATUS CONFERENCE

This bankruptcy case was filed on February 12, 2020. On March 19, 2020, the court entered its order authorizing the Debtor in Possession's employment of general bankruptcy counsel. Dckt. 25. This is the same attorney that represented the Debtor in commencing this voluntary bankruptcy case.

No monthly operating reports have been filed in this case. The U.S. Trustee reports that the Debtor, individually and serving as the debtor in possession, and counsel for the Debtor in Possession appeared at the March 16, 2020, First Meeting of Creditors. March 1, 2020 U.S. Trustee Docket Entry Report. It was continued to April 13, 2020.

The U.S. Trustee reports that neither the Debtor, Debtor in Possession or counsel for the Debtor in Possession appeared at the continued hearing. April 13, 2020 Docket Entry Report. As the court and California were in the throes of the COVID-19 pandemic, missing that continued meeting could be explainable. The Continued First Meeting was further continued to June 1, 2020.

The U.S. Trustee reports that the Continued First Meeting was concluded, but that neither the Debtor, Debtor in Possession, nor counsel for the Debtor in Possession appeared. It is not clear whether this was a "technical continuance" to allow the Debtor in Possession to provide documentation addressing a question or a substantive continuance.

At the June 18, 2020 Status Conference, counsel for the Debtor in Possession explained **xxxxxxxxxx**

March 12, 2020 Status Conference

This Chapter 11 case was commenced by the Debtor on February 12, 2020. The Debtor in Possession filed a Status Report on March 4, 2020. Dckt. 18. It is reported that due to the failure of the general contractors to pay the Debtor for work and services provided, the filing of bankruptcy was necessary. Additionally, the inability to collect a large account receivable dating back to 2014 has added to the financial stress.

Debtor commenced this as a small business case and the Debtor in Possession intends to diligently prosecute this case, including getting a plan of reorganization on file within 90 days of the Petition date.

At the Status Conference, counsel reported that they are proceeding with the plan. For the accounts receivable, the Estate has lien rights, which will be enforced if the customer does not made adequate arrangements.

Review of Schedules

A review of Schedule A/B discloses that the estate has a large account receivables of 90 days or less, $383,945, which Debtor lists as collectable in the face amount. This is the Bankruptcy Estate's significant asset.

Debtor lists no creditors with secured claims on Schedule D. Debtor does list a significant priority and non-priority tax claim on Schedule E/F, and modest general unsecured claims. On the Statement of Financial Affairs, Debtor lists gross income of $1.3MM+ for 2019 and 2018.

2. 19-90122-E-11 MIKE TAMANA FREIGHT LINES, LLC

CONTINUED STATUS CONFERENCE RE: VOLUNTARY PETITION 2-8-19 [1]

Debtor's Atty: Reno F.R. Fernandez; Alexander K. Lee; Daniel E. Vaknin

Notes:
Continued from 3/12/20, Plan to be filed within three months of the 3/12/20 status conference.

Operating Reports filed: 3/24/20 [Feb]; 4/16/20 [Mar]; 5/14/20 [Amended 2019 Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec; 2020 Jan, Feb]; 5/14/20 [Apr]

[MF-35] First Interim Application for Approval of Compensation and Reimbursement of Expenses of Timothy Bowles Doing Business as Law Offices of Timothy Bowles, P.C. as Special Litigation Counsel for Debtor in Possession filed 5/14/20 [Dckt 481]

Application for Admission to Practice Pro Hac Vice [Stafford Grigsby Helm Davis] filed 5/22/20 [Dckt 506]; Order granting filed 5/22/20 [Dckt 507]

[WT-1] Application for Order Shortening Time for Hearing on Motion for Relief From Stay to Pursue Claims Against Debtor's Insurance Policies filed 6/2/20 [Dckt 510]; Order granting filed 6/2/20 [Dckt 513]; Joint Stipulation for Relief from Automatic Stay filed 6/2/20 [Dckt 511]

[WT-2] Motion for Relief from Stay to Pursue Claims Against Debtor in Possession's Insurance Policies filed 6/4/20 [Dckt 514], set for hearing 6/18/20 at 10:00 a.m.

Status Conference Statement filed 6/11/20 [Dckt 518

The Status Conference is continued to xxxxxxxxxx

JUNE 18, 2020 STATUS CONFERENCE

In this Chapter 11 case there have been many active proceedings as the Debtor in Possession and parties address various issues. As of June 11, 2020, there were 519 docket entries in this case. No adversary proceedings are pending.

On June 11, 2020, the Debtor in Possession filed an updated Status Conference Statement. Dckt. 518. The Status Report addresses in appropriate detail ongoing events in the case, the court authorizations obtained, and the conduct of the Debtor in Possession and creditors to navigate this Chapter 11 case, which has been complicated by the COVID-19 pandemic.

At the Status Conference, counsel for the Debtor in Possession reported **xxxxxxxxxx**

3. 18-90029-E-11 JEFFERY ARAMBEL

CONTINUED STATUS CONFERENCE RE: VOLUNTARY PETITION
1-17-18 [1]

Debtor's Atty: Matthew J. Olson

Notes:
Continued from 12/19/19

Operating Report filed: 1/30/20; 4/18/20
Post-Confirmation Monthly Compensation Report filed: 2/14/20; 3/16/20; 4/17/20; 5/18/20; 6/11/20

[NAR-6] *Ex Parte* Application to File Additional Evidence in Support of Reply to Plan Administrator's and Reorganizing Debtor's Opposition to Motion to Allow Late Filed Claim to be Treated as Timely Filed, filed 1/30/20 [Dckt 1098]

[FWP-1] Plan Administrator's Motion for Authority to Sell Real Property Free and Clear of Liens (New Parcel fo Grayson Ranch) filed 2/6/20 [Dckt 1101]; Order granting filed 3/24/20 [Dckt 1127]

[MF-44] Plan Administrator's *Ex Parte* Application to Amend Order Granting Reorganized Debtor's Motion to Sell Real Property Free and Clear of Liens (224.7-Acre Portion of Arambel Business Park) filed 3/13/20 [Dckt 1119]; Order granting and amending motion to sell filed 3/17/20 [Dckt 1126]
[MF-44] Second Application to Amend filed 5/1/20 [Dckt 1144]; Order granting filed 5/4/20 [Dckt 1150]

[FWP-2] Plan Administrator's Motion for Authority to Sell Real Property Free and Clear of Liens (804 - 998 Orange Avenue, Patterson, CA 95363) filed 4/29/20 [Dckt 1133]; Order granting filed 5/29/20 [Dckt 1172]

Order Appointing Resolution Advocate and Assignment to the Bankruptcy Dispute Resolution Program filed 5/14/20 [Dckt 1156]

[NAR-5] continued Motion to Allow Late Filed Claim to be Treated as Timely Filed set for hearing on 8/27/20 at 10:30 a.m.

Plan Administrator's Post-Confirmation Status Report for June 18, 2020 Status Conference filed 6/12/20 [Dckt 1180]

The Status Conference is continued to xxxxxxxxxx

JUNE 18, 2020
POST-CONFIRMATION STATUS CONFERENCE

On June 12, 2020, Focus Management Group USA, Inc., the Plan Administrator, filed a Post-Confirmation Status Report. Dckt. 1180. It is reported that all required plan payments have been made and the plan is being executed.

At the Status Conference, **xxxxxxxxxx**

4. **19-90739-E-7** **JAMES/JEANNIE ABERNETHY** **CONTINUED STATUS CONFERENCE RE: AMENDED COMPLAINT**
20-9001 **5-8-20 [20]**
ABERNETHY V. DEPT. OF EDUCATION ET AL

Plaintiff's Atty: Pro Se
Defendant's Atty: unknown

Second Amd. Cmplt. Filed: 5/8/2020
Reissued Summons: 5/8/2020
Answer: none

Nature of Action:
Dischargeability - student loan

Notes:
Continued from 4/23/2020

The Status Conference is xxxxxxxxxx

JUNE 18, 2020 STATUS CONFERENCE

On May 8, 2020, a second amended Complaint (Dckt. 20) was filed by the Plaintiff-Debtor. Dckt. 20. On May 12, 2020 a certificate of service was filed, stating that service on the U.S. Department of Education was made by mailing it "c/o Nelnet" to an address in Lincoln, Nebraska. It was not served on the United States and was not served on the U.S. Attorney.

At the Status Conference, **xxxxxxxxxx**

April 23, 2020 Status Conference

Plaintiff-Debtor commenced this Adversary Proceeding in pro se on January 27, 2020. An Amended Complaint was filed on February 24, 2020, and a Reissued Summons was issued by the Clerk that same day. A new reissued summons was issued by the Clerk on March 25, 2020. Dckt. 14.

The Amended Complaint seeks to have the court determine that a student loan obligation is dischargeable as provided in 11 U.S.C. § 523(a)(8). Dckt. 8. The U.S. Department of Education is named as the defendant, but it is stated as "U.S. Dept. of Education c/o Nelnet." The Certificate of Service does not state that service was made on the U.S. Department of Education and the U.S. Attorney.

No certificate of service is filed for the March 25, 2020 reissued summons.

At the Status Conference, Plaintiff-Debtor discussed his challenges in attempting to prosecute this litigation.

5. 18-90764-E-7 DAWN CHRISTENSEN
19-9002
JONES V. CHRISTENSEN

CONTINUED STATUS CONFERENCE RE: COMPLAINT
1-17-19 [1]

Plaintiff's Atty: Pro Se
Defendant's Atty: Richard Kwun

Adv. Filed: 1/17/19
Answer: 9/11/19

Notes:
Set by order of the court dated 4/7/20 [Dckt 64]

Joint *Ex Parte* Motion for Rescheduling of Status Conference filed 5/7/20 [Dckt 68]; Order granting filed 5/8/20 [Dckt 69]

Plaintiff Cynthia Jones' Unilateral Rule 26(f) Report filed 6/10/20 [Dckt 74]

The Status Conference is xxxxxxxxxx

This Adversary Proceeding was commenced on January 17, 2019, by Cynthia Jones. No answer was filed by Defendant-Debtor and a default judgment was entered on July 11, 2019. Judgment, Dckt. 40. Defendant-Debtor obtained counsel, filed a Motion to Vacate the Default Judgment, and then on August 30, 2019, the court entered an order vacating the default judgment. Order, Dckt. 58. Prior to obtaining counsel, Defendant-Debtor acting in *pro se* demonstrated that she was incapable of prosecuting her defense:

> What is clear is that Defendant-Debtor was incapable of proceeding in *Pro Se*. After Defendant-Debtor filed her first Motion To Vacate the Default Judgement (Dckt. 28), the court issued an Order requiring the Defendant-Debtor to amend that motion, set it for hearing, serve it, and support it with admissible evidence. Order,

Dckt. 30. Defendant-Debtor failed to meet any of those requirements, and her motion was denied.

Since her last motion to vacate was denied, Defendant-Debtor "saw the light"and retained counsel. Her pleadings now demonstrate an intent to prosecute this case [Adversary Proceeding] on its merits.

Civil Minutes, p. 4; Dckt. 60.

On June 10, 2020, Plaintiff filed a unilateral Rule 26(f) report. Dckt. 74. Defendant-Debtor has not filed a status report.

Summary of Complaint

Cynthia Jones, the Plaintiff in *pro se*, has filed her Complaint in this Adversary Proceeding objecting to Debtor Obtaining a Discharge in her Chapter 7 bankruptcy case (E.D. Bankr. No. 18-90764). The allegations in the Complaint include:

A. Gary and Frances Christensen were the trustees of the Christensen Family Trust, which owned the real property known as 9747 Treetop Drive.

B. The Trust transferred an interest in the Treetop Drive Property to Dawn Christensen, the Defendant-Debtor) for which the deed was recorded on September 21, 2017.

C. Defendant-Debtor resided in the Treetop Drive Property from September 2014 through May 1, 2018.

D. On December 18, 2017, Defendant-Debtor and the trustees signed a promissory note and granted a deed of trust encumbering the Treetop Drive Property to secure the note.

E. On March 6, 2018, Defendant-Debtor executed a grant deed conveying her one-half interest in the Treetop Drive Property back to the trustees.

F. Plaintiff obtained an arbitration award against Defendant-Debtor for $116,933.99. The San Joaquin County Superior Court confirmed the arbitration award on July 13, 2018.

G. Defendant-Debtor's transfer of her one-half interest by the 2018 grant deed was done eleven days before the arbitration commenced.

H. The Treetop Drive Property was sold (as of an unstated time) for $302,000.00 and the obligation secured by the deed of trust was paid.

I. As of the 2018 transfer, the arbitration had already been proceeding for more than a year.

J. On her bankruptcy schedules filed on October 18, 2018, Defendant-Debtor did not list any interest in the Treetop Drive Property, notwithstanding her continuing to reside in the property.

K. Defendant-Debtor did not disclose the 2018 conveyance of her one-half interest back to the trustees, which occurred within two years (actually months) of her filing of bankruptcy on October 18, 2019.

L. Plaintiff seeks to have Defendant-Debtor denied her discharge pursuant to:

1. 11 U.S.C. § 727(a)(2)(A) [concealing her interests in and transfers thereof with the intent to hinder, delay, or defraud her creditors and bankruptcy trustee];

2. 11 U.S.C. § 727(a)(2)(B) [continuing concealment of Defendant-Debtor's interest in the Treetop Drive Property];

3. 11 U.S.C. § 727(a)(4)(A) [Schedules and Statement of Financial Affairs signed under penalty of perjury when Defendant-Debtor knowing and fraudulently making the oath that the information there was true]; and

4. 11 U.S.C. § 727(a)(5) [failure to explain the loss of assets and income].

Complaint, Dckt. 1.

Answer Filed by Defendant-Debtor

Defendant-Debtor Dawn Christensen filed a document titled "Answer" on September 11, 2019. Dckt. 62.

In the Answer, Defendant Debtor fails to address the mandatory issues concerning federal court jurisdiction and whether this is a core matter proceeding.

In addition, Defendant-Debtor, represented by counsel, only responds to the "counts," and does not deny any of the specific allegations in the Complaint.

Federal Rule of Bankruptcy Procedure incorporates Rule 8 of the Federal Rules of Civil Procedure and adds an additional requirement concerning allegations of core or non-core matter proceeding:

> Rule 8 F.R.Civ.P. applies in adversary proceedings. The allegation of jurisdiction required by Rule 8(a) shall also contain a reference to the name, number, and chapter of the case under the Code to which the adversary proceeding relates and to the district and division where the case under the Code is pending. In an adversary proceeding before a bankruptcy court, the complaint, counterclaim, cross-claim, or third-party complaint shall contain a statement that the pleader does or does not consent to entry of final orders or judgment by the bankruptcy court.

Federal Rule of Civil Procedure 8 (emphasis added) provides that with respect to an answer filed by a defendant, the answer must comply with the following:

(b) Defenses; Admissions and Denials.

(1) In General. In responding to a pleading, a party must:

(A) state in short and plain terms its **defenses to each claim asserted against it**; and

(B) **admit or deny the allegations** asserted against it by an opposing party.

(2) Denials—Responding to the Substance. A **denial must fairly respond to the substance of the allegation**.

(3) General and Specific Denials. A party that intends in good faith to deny all the allegations of a pleading—including the jurisdictional grounds—may do so by a general denial. A party that does not intend to deny all the allegations must either specifically deny designated allegations or generally deny all except those specifically admitted.

(4) Denying Part of an Allegation. A party that intends in good faith to deny only part of an allegation must admit the part that is true and deny the rest.

(5) Lacking Knowledge or Information. A party that lacks knowledge or information sufficient to form a belief about the truth of an allegation must so state, and the statement has the effect of a denial.

(6) Effect of Failing to Deny. An **allegation**—other than one relating to the amount of damages—**is admitted if a responsive pleading is required and the allegation is not denied.** If a responsive pleading is not required, an allegation is considered denied or avoided.

The application of Rule 8 is discussed in 2 Moore's Federal Practice - Civil § 8.06 (emphasis added) as it relates to answers filed by a defendant includes the following:

[1] Denials Must Be Stated in Short and Plain Terms

A defending party **must state in short and plain terms the party's defenses to each claim** asserted and **must admit or deny each allegation** in a pleading presenting a claim for relief. Denials should not be evasive, and must respond to the substance of the allegations denied fairly. Alternative and hypothetical denials are permitted.

[2] Responsive Pleader Must Answer in Good Faith

Because **all pleadings** must be **signed** (and thus amount to representations to the court) **under Rule 11** (Fed. R. Bankr. P. 9011 in adversary proceedings), **defending parties may not respond** to claims for relief by presenting answers and other responsive pleadings "**for any improper purpose**, such as to harass, **cause unnecessary delay**, or needlessly increase the cost of litigation."

Responsive pleaders must have "evidentiary support" for their factual contentions and nonfrivolous arguments for their legal contentions.

Defending parties must undertake "an inquiry reasonable under the circumstances" before presenting any responsive pleading. The inquiry must enable the responsive pleader to certify that the pleading represents "the best" of the pleader's "knowledge, information and belief."

For a complete discussion, see Ch. 11, Signing Pleadings, Motions, and Other Papers; Representations to the Court; Sanctions .

[3] Specific Denials Usually Employed If There Is No General Admission

If, as is almost always the case, a responsive pleader cannot either admit or deny all of the averments in the preceding pleading, the pleader should make specific denials of the averments. **Specific denials are denials that address distinct components of statements alleging many facts**. A specific denial may be made for each component of a statement that is denied, with the remaining components admitted. Alternatively, if a more "simple, concise and direct" responsive pleading will result, a specific notation of each component admitted may be made, with all other components then usually denied.

[4] General Denials Occasionally Permitted

A party that **intends in good faith to deny all the allegations of a pleading—including the jurisdictional grounds—may do so by a general denial**. Because of the very broad nature of a general denial, as well as the duty to respond in good faith after reasonable inquiry, **general denials are rarely appropriate** responses to multi-faceted statements within claims for relief when numerous facts are alleged together.

[5] Pleading Insufficient Information or Knowledge Permitted in Limited Settings

If a party is without knowledge or information sufficient to form a belief as to the truth of an averment in a pleading, the party must so state in the responsive pleading. A statement of this type has the same effect as a denial. The statement is subject to the good faith requirements of Rule 11 (see [2], above). A statement of lack of knowledge or information is most appropriate as to matters that are peculiarly within the control of the opposing party. A specific denial should be used as to matters of public knowledge or on which the defendants could have informed themselves with reasonable effort. In other words, denials for lack of information and belief are appropriate only after the party making such a denial has fulfilled its Rule 11 obligation to make an "inquiry reasonable under the circumstances."

In the Answer, as to "Count 1," the Answer only states:

> Defendant denies the allegations of paragraphs 16 and 17 of the Complaint. Debtor prepared and filed her petition pro se. Defendant with assistance of counsel intends to properly amend her petition.

Answer, p. 1: 15-19; Dckt. 62. It appear that Defendant-Debtor only generally denies paragraphs 16 and 17 of the Complaint (assuming that such denials are proper), and admits paragraphs 1 through 15 of the Complaint.

Paragraph 16 of the Complaint incorporates by reference paragraphs 1 through 15 of the Complaint. These include:

Paragraph 1: Alleging that this adversary proceeding arises under Title 11 and arises in the bankruptcy case filed by Defendant-Debtor. It further states the Federal Court jurisdiction and that determining whether a discharge should be granted is a core proceeding arising under the Bankruptcy Code itself.

Paragraph 2: That Defendant-Debtor filed her Chapter 7 case on October 18, 2018.

Paragraph 3: That the Complaint was filed on January 17, 2019, which was prior to the January 18, 2019 deadline for filing a complaint objecting to a discharge.

Paragraphs 4-15:

> These paragraphs contain fact specific allegations concerning the conduct of not just the Plaintiff, but also the Defendant-Debtor. These are not merely improper "legal conclusions," but factual allegations.
>
> These paragraphs include allegations of state court litigation and binding arbitration that was conducted between the Plaintiff and Defendant-Debtor, including an allegation of the award of $116,933.99 for the purchase of Plaintiff's paralegal business by Defendant-Debtor.

Paragraph 12: That Debtor's Schedule A/B did not list any interest in the Real Property in which it is alleged Defendant-Debtor had an interest.

Paragraph 13: That on the Statement of Financial Affairs Defendant-Debtor did not report the recording of a grant deed purporting to transfer an interest in the Real Property.

Paragraph 14: That on December 20, 2018, Defendant-Debtor filed an Amended Statement of Financial Affairs and in the Amended Statement did not report the recording of the grant deed purporting to transfer an interest in the Real Property.

The above allegations in Paragraphs 1-15 are not ones for which a general denial could be made in good faith and subject to the certifications (by both the Defendant-Debtor and her counsel) arising under Federal Rule of

Bankruptcy Procedure 9011. Some are as simple as what is, or is not, stated on the Schedules or Statement of Financial Affairs. If the court were to construe the Answer as being a general denial, issues relating to Federal Rule of Bankruptcy Procedure 9011 would be on the table.

Given that Defendant-Debtor is represented by counsel, the court errs on the side of caution that the Answer is not part of a scheme in violation of Federal Rule of Bankruptcy Procedure 9011, but a statement that there are only legal arguments as to the proper application of bankruptcy law.

Therefore, what Defendant-Debtor has done is admit all of the allegations in the Complaint, except for the legal conclusion that from such allegations Defendant-Debtor may be denied her discharge as provided in 11 U.S.C. § 727(a)(2)(A), § 727(a)(2)(B), § 727(a)(4)(A), and § 727(a)(5).

Further Proceedings

From the Complain and Answer filed, it appears that all that remains in this Adversary Proceeding is the "main event" at which the parties will present the law and legal arguments as to whether Plaintiff or Defendant should be granted judgment on this Complaint.

At the Status Conference **xxxxxxxxxx**

6. 19-91068-E-11 KLAIR REAL ESTATE, INC. CONTINUED STATUS CONFERENCE RE: VOLUNTARY PETITION 12-11-19 [1]

Debtor's Atty: David C. Johnston

Notes:
Continued from 6/4/20. A short continuance requested to accomplish settlement discussions.

The Status Conference is xxxxxxxxxx

JUNE 18, 2020 STATUS CONFERENCE

At the Status Conference, the counsel for the Debtor in Possession reported **xxxxxxxxxx**

June 4, 2020 Status Conference

The Debtor in Possession filed an Updated Status Report (Dckt. 43) on June 1, 2020. The Debtor in Possession states that there are ongoing settlement discussions with the major creditor, Ms. Knight. If a settlement cannot be reached, then a plan of reorganization will be filed by June 8, 2020.

The most recent Monthly Operating Report filed on May 17, 2020, states that through April 30, 2020, the cumulative commission income for the Estate has been $2.5MM. Of this, $2.2MM has been spent on salaries/commissions.

At the Status Conference, the Debtor in Possession reported that the situation is about 99% resolved. A short continuance is requested to accomplish the last 1% to be resolved.

February 6, 2020 Status Conference

This Chapter 11 case was filed on December 11, 2019. The Debtor in Possession filed a Status Report on January 13, 2020. Dckt. 25. The Debtor in Possession reports that the Bankruptcy Estate is operating a real estate brokerage firm with agents in seven locations. Prepetition litigation initiated by the Debtor resulted in an adverse judgment determining that the Debtor was obligated for $47,000 in actual damages and an additional $200,000 in attorneys' fees and costs.

The judgment creditor asserts a judgment lien on the Debtor's personal property pursuant to a lien recorded with the Secretary of State and an Order of Examination.

On Schedule A/B Debtors lists having personal property consisting substantially of: $3,665 in bank deposits; $12,207 in security deposits; $10,000 in office equipment; and $37,229 in "Exit Reality Franchises." Dckt. 16 at 5-10. Debtor states having no interest in any real property. *Id.*

Krista Knight, the judgment lien creditor has filed a response to the Debtor in Possession Status Report. Dckt. 29. Ms. Knight first provides a detailed recounting of the dispute with the Debtor, a thirteen day trial, and the judgment in her favor for ($287,790.17).

Ms. Knight then asserts that her judgment is nondischargeable on 11 U.S.C. § 523(a)(6) grounds that the judgment is for a willful and malicious injury. Ms. Knight then asserts that the Debtor failed to disclose the following assets, in which Ms. Knight asserts her judgment lien: (1) $100,000 in real estate commissions that are currently being held in escrow; and (2) pre-paid rent on Debtor's Manteca office in the amount of $220,000 which is being held by the landlord of that property.

The landlord alleged to be holding the $220,000 is Success Group, LLC, which Ms. Knight alleges is owned by Kris Klair. Kris Klair is the president of the Debtor and the authorized representative who signed the Bankruptcy Petition. Dckt. 1 at 4.

Further, Ms. Knight alleges that the Debtor in Possession has been improperly using the cash collateral that secured Ms. Knight's claim without her consent or an order of this court.

At the Status Conference counsel for the Debtor in Possession responded, asserting that there are no hidden monies or pre-paid rent.

Creditor's counsel says that the $100,000 estimate comes from the "pending transactions" and other information about the sales.

The information provided about the "pre-paid rent" is that the actual rent is $5,000 a month. At the 341 meeting, Debtor's principal said that there is money in an account maintained by the landlord, from which money is paid for the rent each month.

The Debtor in Possession argues that this is not a "pre-paid" rent account, but for more complex transactions relating to tenant improvements.

7.	**20-00202-E-0 TOG-1**	**IN THE MATTER OF THOMAS OSCAR GILLIS, FEE RUBRIC**	**STATUS CONFERENCE RE: MOTION TO CONTINUE HEARING 6-3-20 [31]**

Notes:
Set by order of the court filed 6/10/20

[TOG-1] United States Trustee's *Ex Parte* Motion Seeking Modification of the Court's Order Dated June 10, 2020 filed 6/12/20 [Dckt 75]

JUNE 18, 2020 STATUS CONFERENCE

At the Status Conference the court first addressed with the parties the status of Mark J. Hannon as counsel for Thomas Gillis, Mr. Hannon having electronically filed and signed the Motions to Continue the Hearings on UST-1 and UST-2. At the Status Conference **xxxxxxxxxx**

The court then addressed with the Parties whether the present Motions (UST-1 and UST-2) sought specific adjustments in a specific case or cases to the Fee Rubric for Mr. Gillis' fees, or was instead a wholesale modification of the Fee Rubric. **xxxxxxxxxx**

With respect to the pending appeal of the Fee Rubric Order Mr. Gillis has stated he intends to file, **xxxxxxxxxx**

REVIEW OF MOTIONS FILED BY THE US TRUSTEE

On June 3, 2020, two proposed orders were lodged with the court by attorney Mark Hannon. These orders are for motions filed in the miscellaneous file *In re Thomas Oscar Gillis*, Fee Rubric Proceedings ("Gillis File"). The Docket Control Numbers for the two orders was TOG-1 for one and TOG-2 for the other. The motions request that the court continue the hearings on motions filed by the U.S. Trustee, one being Docket Control No. UST-1 and the other UST-2, and afford Mr. Gillis more time to respond to each of the U.S. Trustee's motions.

U.S. Trustee Motions

This miscellaneous file was opened to provide one central, uniform proceeding in which issues relating to the attorney's fees allowed Mr. Gillis under Local Bankruptcy Rule 2016-1. For his Chapter 13 cases in which he accepted representation of debtor clients, he and his respective client for each Chapter 13 bankruptcy case made the election for Mr. Gillis to be paid a "no-look" set fee for services provided in the bankruptcy case. Mr. Gillis is not able to fully provide services as an attorney required for the no-look fee due to his suspension by the California State Bar.

Consistent with the spirit of the no-look fee election and Local Bankruptcy Rule 2016-1, this court established a "Fee Rubric" for used in Mr. Gillis' cases (and likely future cases where an attorney is unable to fulfill the obligations to provide all the legal services) to determine what portion of the no-look fee relates to the services provided and what portion relates to the services that Mr. Gillis cannot legally provide. This Fee Rubric sets reasonable fee tiers for services, which on average provide for reasonable fees when considered in light of the attorney electing to take on a number of Chapter 13 debtor cases (similar to the manner in which a debt collector sets a fee for services, which fee applies without regard to whether it was an easier or harder debt to collect). This is to allow the consumer attorney, the debtor, and other parties in interest a reasonable, cost-effective method of fee determination, and not requiring fee applications such as a Chapter 11 attorney for a debtor in possession or trustee would be filing with the court.

The Fee Rubric and the no-look fee as provided in Local Bankruptcy Rule 2016-1 provide not only the parties, but the court, with an economically reasonable method for the court to determine the reasonable value of services and fees relating thereto as provided in 11 U.S.C. § 329 for an attorney providing legal services to a debtor.

UST-1 and Relief Request

The Motion filed by the U.S. Trustee using Docket Control No. UST-1 states there are 167 cases in which Mr. Gillis, prior to suspension, took on representation of consumer debtors. When accepting these debtors as clients, Mr. Gillis was aware of his pending suspension due to having signed a stipulation for such suspension with the California State Bar. With Mr. Gillis' suspension having gone into effect, Mr. Gillis has failed to find replacement counsel for these consumer debtor clients. This has resulted in Mr. Gillis' consumer debtor clients not receiving the legal services which Mr. Gillis (with knowledge of his pending suspension) had committed himself to perform.

The relief requested by the U.S. Trustee is stated as disgorgement of fees because the presumptive fee does not represent the reasonable value, but the Motion does not identify what portion of or why the fees as computed under the Fee Rubric are not reasonable.

The Motion goes further to request "initial application of the [Fee Rubric]. . . ." It is not clear to the court what is the "initial application" requested, as the court has ordered that the Fee Rubric shall be used for Mr. Gillis' cases, and the Chapter 13 trustee should be complying with the court's rulings and order in computing the fees in Mr. Gillis' cases.

> The U.S. Trustee goes further, asking the court to order Mr. Gillis to certify in every case that: [h]e has performed all services contemplated under the 'Rights and Responsibilities,' specifically addressing what, if any, consultation services were provided by Mr. Gillis; whether the debtor(s) has been asked to pay any additional fees, including in connection with the filing of a new case; and whether the transaction was properly disclosed;. . . .

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UST-2 and Relief Request

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Motion, p. 5:5-11; Dckt. 13.

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> 1) Signatures on Documents Submitted Electronically.
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> A) **Signature of the Registered User.** The **username and password required to access the electronic filing system shall serve as the registered user's signature on all electronic documents filed with the Court**. They shall also serve as **a signature**, with the same force and effect as a written signature, **for purposes of the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of this Court, including Fed. R. Bankr. P. 9011-1 and Local Bankruptcy Rule 9004-1**(c), and for any other purpose for which a signature is required in connection with proceedings before the Court. Unless the electronically filed document has been scanned and shows the registered user's original signature or bears a software-generated electronic signature thereof, an "/s/" and the registered user's name shall be typed in the space where the signature would otherwise appear.

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Motions TOG-1 and TOG-2 are written in the first person, conversational tone of Mr. Gillis personally. Both motions appear to be substantively the same. In part, they attack the substance of the relief requested. In part, they attack the U.S. Trustee professionally. In part, they discuss Mr. Gillis' long standing health problems and the limitations on his ability to travel and to go to law libraries.[1]

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The assertions for Mr. Gillis include how novel the issue is in determining reasonable fees and the extensive research that he believes is necessary to determine the reasonable fees for services provided in a normal consumer Chapter 13 bankruptcy case.

ORDER FOR STATUS CONFERENCE

It appears that both Mr. Gillis and the U.S. Trustee do not fully appreciate the Fee Rubric adopted by the court after several hearings, much discussion between the judges, and efforts to create a fair, reasonable process for both the consumer and consumer counsel in light of the no-look election.

There may be specific cases in which the Fee Rubric is too generous. There may be specific cases in which the Fee Rubric is too limited in light of the work actually done by Mr. Gillis. The Fee Rubric allows for such adjustment on a case by case consideration.

In the two Motions filed by Mr. Hannon, reference is made to Mr. Gillis intending to now appeal the Fee Rubric over there being "20% of the work assigned to post petition tasks." It appears that this refers to the 20% under the Fee Rubric for the post 90 days after confirmation period, not "post petition." This

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allows 20% of the no-look fee for the replacement attorney to address post-confirmation questions, advise the client as to issues relating to the performance of the plan and any "hick-ups" in performance, advise the debtors on their obligations upon completing the plan, address questions concerning liens to be released upon plan payments, review the Trustee's Final Report to confirm that all creditors have been properly paid. Mr. Gillis has testified that his rate for legal services was $450.00 an hour, which he reduced to $425.00 (at least in some cases). *Cervantes*. File 18-10306; Response of Thomas O. Gillis, p. 5:18-22, Dckt. 78.

For any comparable attorney coming in to finish a bankruptcy case post-confirmation, even with a further discounted hourly rate of $400.00, allocating 20% of the $4,000.00 no-look fee would leave only $800 on the table to provide the post-confirmation services required as part of the no-look fee – a mere two (2) hours of an attorney's time to fulfill the obligations and responsibilities that Thomas Gillis could not, due to his suspension from the practice of law.

The U.S. Trustee's pleadings appear to seek a wholesale rewrite of the Fee Rubric and change if from an allocation of the no-look fees to an ersatz fee application process. In attempting to balance the no-look fee concept and allocating reasonable amounts of fees in a Chapter 13 case, the court's Fee Rubric provides:

Phase	Services Provided	Aggregate Percentage of No-Look Fee Earned
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Phase IV	Plan completed, certificates filed, discharge entered (unless no discharge to be granted in the case), necessary lien releases	100% Aggregate Fees Earned

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The majority of the work, and the compensation, is for getting through the meeting of creditors, the plan confirmed, and then making sure that the claims actually filed are consistent with what the debtor and Mr. Gillis put in the Schedules and provided for in the Plan. If the work in getting the plan confirmed exceeds 80% of the no-look fee due to unexpected complexities of the case, then a consumer attorney would opt-out of the no-look fee before confirmation and proceed with doing fee applications for the fees in a complex Chapter 13 case.

For the "normal" cases, it is likely that the disputes on the application of the Fee Rubric would be on the extremes. While confirmation may have been "normal," the claims involved can be foreseen to be more complex in wrapping up the lien releases or getting the discharge entered. On the other end, while a case was filed, it may be that it wasn't or couldn't be prosecuted and that allowing 30% of the $4,000.00 no-look fee is not reasonable for just getting the case filed. Those situations warrant a case by case consideration, not a wholesale sidestepping of the Fee Rubric.

Mr. Hannon can address for the court the need for a continuance and a reasonable briefing schedule for the *bona fide* issues in dispute. The U.S. Trustee can address for the court what issues are being presented in these and now additional motions filed by the U.S. Trustee. The court can then manage the scheduling of this and the other motions, whether filed by the U.S. Trustee, Debtor, or other parties in interest.

8. 20-00202-E-0 TOG-2 | **IN THE MATTER OF THOMAS OSCAR GILLIS, FEE RUBRIC** | **STATUS CONFERENCE RE: MOTION TO CONTINUE HEARING 6-3-20 [34]**

Notes:
Set by order of the court filed 6/10/20

[TOG-2] United States Trustee's *Ex Parte* Motion Seeking Modification of the Court's Order Dated June 10, 2020 filed 6/15/20 [Dckt 78]

JUNE 18, 2020 STATUS CONFERENCE

At the Status Conference the court first addressed with the parties the status of Mark J. Hannon as counsel for Thomas Gillis, Mr. Hannon having electronically filed and signed the Motions to Continue the Hearings on UST-1 and UST-2. At the Status Conference **xxxxxxxxxx**

The court then addressed with the Parties whether the present Motions (UST-1 and UST-2) sought specific adjustments in a specific case or cases to the Fee Rubric for Mr. Gillis' fees, or was instead a wholesale modification of the Fee Rubric. **xxxxxxxxxx**

With respect to the pending appeal of the Fee Rubric Order Mr. Gillis has stated he intends to file, **xxxxxxxxxx**

REVIEW OF MOTIONS FILED BY THE US TRUSTEE

On June 3, 2020, two proposed orders were lodged with the court by attorney Mark Hannon. These orders are for motions filed in the miscellaneous file *In re Thomas Oscar Gillis*, Fee Rubric Proceedings ("Gillis File"). The Docket Control Numbers for the two orders was TOG-1 for one and TOG-2 for the other. The motions request that the court continue the hearings on motions filed by the U.S. Trustee, one being Docket Control No. UST-1 and the other UST-2, and afford Mr. Gillis more time to respond to each of the U.S. Trustee's motions.

U.S. Trustee Motions

This miscellaneous file was opened to provide one central, uniform proceeding in which issues relating to the attorney's fees allowed Mr. Gillis under Local Bankruptcy Rule 2016-1. For his Chapter 13 cases in which he accepted representation of debtor clients, he and his respective client for each Chapter 13 bankruptcy case made the election for Mr. Gillis to be paid a "no-look" set fee for services provided in the bankruptcy case. Mr. Gillis is not able to fully provide services as an attorney required for the no-look fee due to his suspension by the California State Bar.

Consistent with the spirit of the no-look fee election and Local Bankruptcy Rule 2016-1, this court established a "Fee Rubric" for used in Mr. Gillis' cases (and likely future cases where an attorney is unable to fulfill the obligations to provide all the legal services) to determine what portion of the no-look fee relates to the services provided and what portion relates to the services that Mr. Gillis cannot legally provide. This Fee Rubric sets reasonable fee tiers for services, which on average provide for reasonable fees when considered in light of the attorney electing to take on a number of Chapter 13 debtor cases (similar to the manner in which a debt collector sets a fee for services, which fee applies without regard to whether it was an easier or harder debt to collect). This is to allow the consumer attorney, the debtor, and other parties in interest a reasonable, cost-effective method of fee determination, and not requiring fee applications such as a Chapter 11 attorney for a debtor in possession or trustee would be filing with the court.

The Fee Rubric and the no-look fee as provided in Local Bankruptcy Rule 2016-1 provide not only the parties, but the court, with an economically reasonable method for the court to determine the reasonable value of services and fees relating thereto as provided in 11 U.S.C. § 329 for an attorney providing legal services to a debtor.

UST-1 and Relief Request

The Motion filed by the U.S. Trustee using Docket Control No. UST-1 states there are 167 cases in which Mr. Gillis, prior to suspension, took on representation of consumer debtors. When accepting these debtors as clients, Mr. Gillis was aware of his pending suspension due to having signed a stipulation for such suspension with the California State Bar. With Mr. Gillis' suspension having gone into effect, Mr. Gillis has failed to find replacement counsel for these consumer debtor clients. This has resulted in Mr. Gillis' consumer debtor clients not receiving the legal services which Mr. Gillis (with knowledge of his pending suspension) had committed himself to perform.

The relief requested by the U.S. Trustee is stated as disgorgement of fees because the presumptive fee does not represent the reasonable value, but the Motion does not identify what portion of or why the fees as computed under the Fee Rubric are not reasonable.

The Motion goes further to request "initial application of the [Fee Rubric]. . . ." It is not clear to the court what is the "initial application" requested, as the court has ordered that the Fee Rubric shall be used for Mr. Gillis' cases, and the Chapter 13 trustee should be complying with the court's rulings and order in computing the fees in Mr. Gillis' cases.

> The U.S. Trustee goes further, asking the court to order Mr. Gillis to certify in every case that:
> [h]e has performed all services contemplated under the 'Rights and Responsibilities,' specifically addressing what, if any, consultation services were provided by Mr. Gillis; whether the debtor(s) has been asked to pay any additional fees, including in connection with the filing of a new case; and whether the transaction was properly disclosed;. . . .

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UST-2 and Relief Request

The second Motion, UST-2, filed by the U.S. Trustee relates to the Homer Mora and Maria Mora bankruptcy case, 19-11428. Dckt. 13. In the *Mora* case, Mr. Gillis represented the debtors and obtained an order confirming their Chapter 13 Plan on June 11, 2019. Mr. Gillis had been paid a $2,000.00 pre-petition retainer and an additional fee of $2,000.00 is to be paid under the Plan based on the election to take the no-look fee.

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Phase III	Ninety-days after confirmation	80% Aggregate Fees Earned
Phase IV	Plan completed, certificates filed, discharge entered (unless no discharge to be granted in the case), necessary lien releases	100% Aggregate Fees Earned

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The majority of the work, and the compensation, is for getting through the meeting of creditors, the plan confirmed, and then making sure that the claims actually filed are consistent with what the debtor and Mr. Gillis put in the Schedules and provided for in the Plan. If the work in getting the plan confirmed exceeds 80% of the no-look fee due to unexpected complexities of the case, then a consumer attorney would opt-out of the no-look fee before confirmation and proceed with doing fee applications for the fees in a complex Chapter 13 case.

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FINAL RULINGS

9. 19-90003-E-7 NATHAN DAMIGO
19-9006
SINES ET AL V. DAMIGO

CONTINUED STATUS CONFERENCE RE: COMPLAINT
1-30-19 [1]

Final Ruling: No appearance at the June 18, 2020 Status Conference is required.

Plaintiff's Atty: Robert L. Eisenbach
Defendant's Atty: unknown

Adv. Filed: 1/30/19
Answer: none

Nature of Action:
Dischargeability - willful and malicious injury

Notes:
Continued from 10/17/19, the trial date in the Western District of Virginia District Court action having been vacated and not yet reset. Updated status report to be filed on or before 6/4/20.

Status Report filed 6/3/20 [Dckt 16]

The Status Conference is continued to 2:00 p.m. on December 17, 2020.

JUNE 18, 2020 STATUS CONFERENCE

The Parties have filed their updated Status Reports, advising the court the District Court action is currently set for trial on October 26, 2020, and concur with this court continuing to have the stay of these proceeding remain in effect and continue the Status Conference until after the scheduled October 26, 2020 trial date. Updated Status Reports; Dckts. 16, 17.

The court concurs, and continues the Status Conference to 2:00 p.m on December 17, 2020. If the District Court is able to conduct the trial on October 26, 2020, that should leave sufficient time for the parties to consider the judgement and any possible appeals. December 17, 2020 is the last regularly scheduled date for 2020 in this court.

October 17, 2019 Status Conference

This Adversary Proceeding for a determination that asserted claims of Plaintiffs are nondischargeable pursuant to 11 U.S.C. § 523 has been stayed pending the completion of litigation in the District Court for the Western District of Virginia. Order, Dckt. 10. Plaintiffs filed their Status Report on October 3, 2019. Dckt. 12. They report that the July 2019 District Court trial date has been vacated and discovery is proceeding in that action.

Plaintiffs request that the court continue this Status Conference, with the stay remaining in place.

Defendant has not been required to file a responsive pleading to this Complaint as part of the stay of these proceedings.

The stay of this Adversary Proceeding has not delayed the prosecution of the Defendant-Debtor's Chapter 7 case, with the discharge having been entered on April 16, 2019. 19-90003. The Chapter 7 Trustee filed his No Asset Report, there being no distribution to creditors being made in this case. *Id.*; February 14, 2019 Trustee Docket Entry Report. In modifying the automatic stay to allow the District Court action to proceed, the court noted that in doing so it would stay this Adversary Proceeding. Id.; Civil Minutes, Dckt. 22.

The court continues the Status Conference, with the Stay in this Adversary Proceeding remaining in full force and effect.

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

The Status Conference having been scheduled to be conducted on June 18, 2020, Plaintiffs and Defendant-Debtor having filed their Updated Status Reports advising the court that the trial date in the Western District of Virginia District Court Action has been scheduled for October 26, 2020, this Adversary Proceeding having been stayed to allow that District Court Action to be concluded prior to the prosecution of this Adversary Proceeding, and upon review of the files in this Adversary Proceeding and good cause appearing,

IT IS ORDERED that the Status Conference is continued to 2:00 p.m. on December 17, 2020. Plaintiffs shall file an updated status report on or before December 8, 2020.

The continuance of the Status Conference is without prejudice to any party seeking to having the status conference heard at an earlier date or to seek a modification of the stay in this Adversary Proceeding.

10. 19-90461-E-7 LORRAINE ESCOBAR
19-9014
REYES V. ESCOBAR

CONTINUED STATUS CONFERENCE RE: AMENDED COMPLAINT
9-30-19 [25]

Final Ruling: No appearance at the June 18, 2020 Status Conference is required.

Plaintiff's Atty: Pro Se
Defendant's Atty: Pro Se

Adv. Filed: 8/12/19
Answer: 9/4/19
Amd. Answer: 9/6/19

Amd. Cmplt Filed: 9/30/19
Answer: none

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

Notes:
Continued from 12/19/20. Fourteen days before the Status Conference, Plaintiff to file a short Status Conference update.

Plaintiff's Report re: State Court Litigation from the Los Angeles Superior Court; Case No. BC724250 filed 6/5/20 [Dckt 60]

The Status Conference is continued to 2:00 p.m. on December 17, 2020.

JUNE 18, 2020 STATUS CONFERENCE

On June 5, 2020, the Plaintiff filed his updated Status Report concerning the ongoing litigation in the California Superior Court. Report, Dckt. 60. Plaintiff states that given Governor Newsom's Executive Order limiting travel due to the COVID-19 pandemic that was issued in early March 2020, "[t]he State Court Litigation remains in early stages. Hearings were rescheduled, and the litigation has not advanced. In addition to the Governor's Executive Order, the court also notes that state and federal courthouses have, and some remain, closed to the public physically entering such courthouses.

The court continues the Status Conference.

DECEMBER 19, 2019 STATUS CONFERENCE

On December 19, 2019, the court conducted the continued hearing on the request of the Defendant-Debtor to dismiss her bankruptcy case and Order to Show Cause why this Adversary Proceeding should not be dismissed.

In connection with the Order to Show Cause, Plaintiff stated on the record that he was dismissing his causes of action objecting to discharge pursuant to 11 U.S.C. § 727 and was instead proceeding only for his claims that the state court judgment, once obtained, will be determined nondischargeable pursuant to 11 U.S.C. § 523.

The court, pursuant to the Order to Show Cause has dismissed the § 727 claims and the Clerk of the Court will enter Debtor's discharge. The court will also stay this Adversary Proceeding to allow the Plaintiff and Defendant-Debtor to litigate the State Court Action (in which Defendant-Debtor is represented by counsel) to a final judgment (including all appeals).

Plaintiff confirmed at the hearing on this Motion and the Order to Show Cause that he concurs with these proceedings being stayed and the Plaintiff and Defendant-Debtor put all of their efforts into the State Court litigation. Then, when a final judgment is obtained, if it is in favor of the Plaintiff, he can bring back to this court for the application of the Doctrine of *Res Judicata*/Collateral Estoppel, and prosecute his § 523 nondischargeablity claims. If Defendant-Debtor prevails and nothing is owed, she can have this Adversary Proceeding dismissed.

The court continues the Status Conference, with the Stay in this Adversary Proceeding remaining in full force and effect.

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

The Status Conference having been scheduled to be conducted on June 18, 2020, Plaintiff having filed an updated Status Report advising the court that the prosecution of the California Superior Court Action has been delayed due to the COVID-19 pandemic, which includes the closing of state and federal courthouses to physical entry for the public, and upon review of the files in this Adversary Proceeding and good cause appearing,

IT IS ORDERED that the Status Conference is continued to **2:00 p.m. on December 17, 2020**. Plaintiffs shall file an updated status report on or before December 8, 2020.

11. 18-90765-E-7 MIGUEL ORTEGA
20-9003
EDMONDS V. ORTEGA ET AL

STATUS CONFERENCE RE: COMPLAINT
4-21-20 [1]

Final Ruling: No appearance at the June 18, 2020 Status Conference is required.

Plaintiff's Atty: Anthony D. Johnston
Defendant's Atty: unknown
Adv. Filed: 4/21/20
Answer: none

Nature of Action:
Validity, priority or extent of lien or other interest in property
Recovery of money/property - other
Injunctive relief - other

Notes:
Application by Trustee to Defer Payment of Fee for Filing Complaint filed 4/27/20 [Dckt 12]; Order granting filed 4/27/20 [Dckt 13]

Request for Entry of Default by Plaintiff [Miguel Angel Ortega] filed 5/26/20 [Dckt 16]; Entry of Default and Order re: Default Judgment Procedures filed 5/27/20 [Dckt 20]

Request for Entry of Default by Plaintiff [Socorro G. Ortega] filed 5/26/20 [Dckt 17]; Entry of Default and Order re: Default Judgment Procedures filed 5/27/20 [Dckt 22]

Request for Entry of Default by Plaintiff [Miguel A. Ortega, Admin. of the Estate of Manuel Garcia Olmedo, aka Manuel Garcia] filed 5/26/20 [Dckt 18]; Entry of Default and Order re: Default Judgment Procedures filed 5/27/20 [Dckt 24]

The Status Conference is continued to 2:00 p.m. on August 6, 2020.

This Adversary Proceeding was commenced on April 21, 2020. On May 26, 2020, Plaintiff-Trustee requested the entry of the named Defendants' defaults. Dckts. 16, 17, 18. The defaults of all Defendant's have been entered.

The court continues the Status Conference to allow the Plaintiff-Trustee to prosecute this Adversary Proceeding for the entry of the default judgments.

12. 10-90080-E-7 FRED EICHEL

CONTINUED PRE-EVIDENTIARY HEARING RE: VOLUNTARY PETITION.
1-12-10 [1]
JAD-2

The Respective Parties May Appear at the June 18, 2020 Conference If They Have A Stipulation To Place on the Record or other Matter Which They Jointly Seek to Present to the Court

Final Ruling: No appearance at the June 18, 2020 Conference is required.

Debtor's Atty: Jessica A. Dorn
Creditor's Atty: Cort V. Wiegand

Notes:
Continued from 3/12/20. A motion to dismiss this contested matter, if any, to be filed and served by Movant on or before 3/25/20. If no motion to dismiss is not timely filed, Parties to file and serve their respective Pre-Evidentiary Hearing Statements on or before 6/4/20.

> **The Pre-Evidentiary Hearing is continued to 10:30 a.m. on July 16, 2020**, to be conducted in conjunction with the pending Motion to Dismiss this Contested Matter.

On June 15, 2020, Fred Eichel, the Movant Debtor, filed a Motion to Dismiss the Motion for Intentional Violation of the Bankruptcy Discharge without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2) and Federal Rules of Bankruptcy Procedure 7041, 9014. The Motion recounts some of the unfortunate events occurring in connection with this Contested Matter. The hearing on the Motion to Dismiss is set for 10:00 a.m. on July 16, 2020.

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 Pre-Evidentiary Hearing Conference having been scheduled by the Court, Movant having filed a Motion to Dismiss this Contested Matter, and upon review of the pleadings, and good cause appearing,
>
> **IT IS ORDERED** that the Pre-Evidentiary Hearing Conference is continued to 10:30 a.m. on July 16, 2020.

13. 10-90080-E-7 FRED EICHEL

CONTINUED PRE-EVIDENTIARY HEARING RE: VOLUNTARY PETITION.
1-12-10 [1]

Final Ruling: No appearance at the June 18, 2020 Conference is required.

Debtor's Atty: Jessica A. Dorn
Creditor's Atty: Cort V. Wiegand
Notes:
Continued from 3/12/20. A motion to dismiss this contested matter, if any, to be filed and served by Movant on or before 3/25/20. If no motion to dismiss is not timely filed, Parties to file and serve their respective Pre-Evidentiary Hearing Statements on or before 6/4/20.

This Calendar Item appearing to be a duplicate of Item 12, it is removed from the Calendar.

14. 19-90382-E-7 TRACY SMITH
19-9017
KAUFMAN ET AL V. SMITH

CONTINUED STATUS CONFERENCE RE: COMPLAINT
10-24-19 [1]

Plaintiff's Atty: Hagop T. Bedoyan
Defendant's Atty: unknown

Adv. Filed: 10/24/19
Answer: none

Nature of Action:
Dischargeability - false pretenses, false representation, actual fraud
Dischargeability - fraud as fiduciary, embezzlement, larceny
Dischargeability - willful and malicious injury

Notes:
Continued from 4/23/20 to allow for the adjudication of the Motion for Entry of Default Judgment.

[MB-2] Order granting Motion for Entry of Default Judgment filed 5/18/20 [Dckt 39]

[MB-2] Default Judgment entered 5/24/20 [Dckt 40]

The Status Conference is concluded and removed from the Calendar, the court having entered judgment for the Plaintiff on May 24, 2020 (Dckt. 40).