

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Sacramento, California

October 19, 2016 at 10:00 a.m.

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

1. **Matters resolved without oral argument:**

Unless otherwise stated, the court will prepare a civil minute order on each matter listed. If the moving party wants a more specific order, it should submit a proposed amended order to the court. In the event a party wishes to submit such an Order it needs to be titled 'Amended Civil Minute Order.'

If the moving party has received a response or is aware of any reason, such as a settlement, that a response may not have been filed, the moving party must contact Nancy Williams, the Courtroom Deputy, at (916) 930-4580 at least one hour prior to the scheduled hearing.

2. The court will not continue any short cause evidentiary hearings scheduled below.
3. If a matter is denied or overruled without prejudice, the moving party may file a new motion or objection to claim with a new docket control number. The moving party may not simply re-notice the original motion.
4. If no disposition is set forth below, the matter will be heard as scheduled.

1.	16-23101-D-7	JOHNNY/BETH AGUIAR	MOTION TO DISMISS ADVERSARY
	16-2169	DBJ-1	PROCEEDING
	JEFF'S TRUCK SERVICE & POWER, INC. V. AGUIAR		9-15-16 [10]

Final ruling:

Motion withdrawn by moving party. Matter removed from calendar.

2.	14-25820-D-11	INTERNATIONAL	MOTION TO DISMISS ADVERSARY
	16-2090	MANUFACTURING GROUP, INC.	BN-2PROCEEDING
	MCFARLAND V. CALIFORNIA BANK & TRUST ET AL		9-21-16 [85]

Tentative ruling:

This is the motion of defendant ZB, N.A. (the "Bank") to dismiss the first amended complaint ("Amended Complaint") of the plaintiff, Beverly McFarland, who is

also the trustee in the chapter 11 case in which this adversary proceeding is pending (the "trustee"), pursuant to Fed. R. Civ. P. 12(b)(6), made applicable in this proceeding by Fed. R. Bankr. P. 7012(b), for failure to state a claim upon which relief can be granted. The trustee has filed opposition and the Bank has filed a reply. For the following reasons, the court intends to continue the hearing to permit limited additional briefing.

The court notes initially that the Bank has not filed a proof of claim in the underlying chapter 11 case and does not otherwise consent to this court's jurisdiction to render a final judgment in this adversary proceeding or to make a final determination of this motion. Thus, pursuant to Exec. Benefits Ins. Agency v. Arkison (In re Bellingham Ins. Agency, Inc.), 702 F.3d 553 (9th Cir. 2012), aff'd, Exec. Benefits Ins. Agency v. Arkison, 134 S.Ct. 2165, 2175, 189 L. Ed. 2d 83 (2014), the court will submit findings of fact and conclusions of law, together with its recommendation, to the district court. The Bank notes that it reserves the right to file a motion to withdraw the reference of this adversary proceeding. In the interest of judicial economy, the court intends to impose a deadline by which either party may make such a motion or be deemed to have consented to this court's jurisdiction to render a final judgment.

The court finds there is an issue that has been addressed by both parties, but not fully briefed, that may be dispositive of the motion, depending on the court's decision on that issue. The issue - whether the seven-year statute of repose for fraudulent transfer actions under California law requires dismissal of this action as against the Bank - turns on the effect of a Business Loan Agreement entered into in 2007 between the debtor in the underlying chapter 11 case, International Manufacturing Group, Inc. ("IMG") and the Bank. Thus, the court must initially determine whether it can consider the Business Loan Agreement at all. The trustee contends it cannot.

In her original complaint, the trustee sought to avoid transfers totaling more than \$15 million made by IMG to the Bank as actual fraudulent transfers, pursuant to § 544(b) of the Bankruptcy Code and Cal. Civ. Code § 3439.04 (Count 1 as to payments of principal and Count 2 as to payments of interest and fees), to recover the value of the transfers pursuant to § 550 of the Bankruptcy Code (Count 4), and to disallow the Bank's claims filed in the chapter 11 case of IMG's principal, Deepal Wannakuwatte (Count 8). The Bank filed a motion to dismiss the complaint for failure to state a claim upon which relief could be granted. The crux of the motion was that all of the transfers were made from funds in IMG deposit accounts at the Bank, funds in which the Bank had a perfected security interest, such that the payments did not deplete assets that would otherwise have been available to the bankruptcy estate when the chapter 11 case was filed. Thus, under Henry v. Lehman Commer. Paper, Inc. (In re First Alliance Mortgage Company), 471 F.3d 977, 1008 (9th Cir. 2006), the Bank claimed the payments simply did not constitute fraudulent transfers. The Bank reiterates this argument in its motion to dismiss the Amended Complaint.

The trustee does not seriously contest the argument.¹ Instead, she claims the two new counts she has added against the Bank in her Amended Complaint - Counts 9 and 10 - render the argument irrelevant. In the two new counts, the trustee seeks to avoid IMG's underlying obligations to the Bank - the obligations arising out of the loans made by the Bank to IMG (the loans on account of which the transfers originally alleged were made) (Count 9) and to avoid any purported liens or security interests given by IMG to the Bank to secure the loans (Count 10). The trustee contends that if she can avoid the obligations, then they were invalid, the security

interests purporting to secure them were also invalid, and the Bank was not a secured creditor to begin with. Thus, the fact that the Bank was repaid from funds held in IMG's accounts at the Bank does not mean the Bank was repaid from its own collateral, because there never was any such collateral.

As a component of this theory, the trustee would preclude the court from considering the loan documents executed between IMG and the Bank, including the Business Loan Agreement, which are central to the Bank's position. The holding of First Alliance Mortgage on which the Bank relies is this:

[r]epayments of fully secured obligations--where a transfer results in a dollar for dollar reduction in the debtor's liability--do not hinder, delay, or defraud creditors because the transfers do not put assets otherwise available in a bankruptcy distribution out of their reach. The payments made to Lehman under its agreement with First Alliance were simply not fraudulent transfers within the meaning of the statute.

First Alliance Mortgage, 471 F.3d at 1008 (citation omitted, internal quotation marks omitted). Thus, obviously, the Bank's position relies on the loan documents executed between IMG and the Bank to demonstrate the existence of "fully secured obligations." The Bank seeks to introduce those documents, under the doctrine that a court may look beyond the pleadings on a Rule 12(b)(6) motion and consider "documents incorporated into the complaint by reference." Daniels-Hall v. Nat'l Educ. Ass'n, 629 F.3d 992, 998 (9th Cir. 2010) (citation omitted). A document not attached to the complaint may be considered if "(1) the complaint refers to the document; (2) the document is central to the plaintiff's claim; and (3) no party questions the authenticity of the copy attached to the 12(b)(6) motion." Id.

The trustee does not question the authenticity of the copies of the loan documents, loan transaction history reports, and bank statements submitted by the Bank with its motion. She contends, however, that the complaint does not refer to the documents and they are not central to her claims. She cites Ecological Rights Found. v. Pac. Gas & Elec. Co., 713 F.3d 502 (9th Cir. 2013), in which the court stated that "[w]hether a document is 'central' to a complaint turns on whether the complaint 'necessarily relies' on that document." 713 F.3d at 511. Ironically, in that case, it was the plaintiff who sought to introduce, in opposition to a motion to dismiss, documents it had not attached to its complaint. The court determined the plaintiff had not alleged in its complaint a particular type of discharge of contaminated stormwater into the environment, and could not rely on notice letters it had sent the defendant before filing the complaint which, arguably, contained such allegations. Id. The court found the complaint "did not refer 'extensively' to those notices and they were not integral to [the] complaint." Id.

In contrast, in Coto Settlement v. Eisenberg, 593 F.3d 1031, 1038 (9th Cir. 2010), the court held to be central to the plaintiff's complaint a billing agreement under which the defendant alleged it retained certain funds as reserves against bad debts. The plaintiff alleged in its complaint the defendant had converted the funds, but the complaint did not expressly refer to the billing agreement. The court held that "[w]hether or not [the defendant] converted the reserves it received from the [plaintiff's] customers . . . depends in large part on its authorization to do so and whether it asserted ownership over the funds at that time--suggesting that the Billing Agreement is integral to the Amended Complaint." Id.

In this case, the trustee's original complaint clearly made sufficient reference to the loan documents, loan transaction histories, and bank statements to

enable the court to consider them under the "incorporation by reference" doctrine. (And the Amended Complaint includes all the allegations in the original complaint.) The original complaint referred to "financing transactions that provided the necessary liquidity for Deepal Wannakuwatte . . . to get his then fledgling Ponzi scheme off the ground." Trustee's Compl., DN 1, at 1:5-7. It referred extensively to standby letters of credit alleged to have constituted collateral for the Bank's loans to IMG, letters of credit the complaint alleged were used by Wannakuwatte "to obtain approximately \$24 million from [the Bank] through various credit facilities between [the Bank] and IMG." Id. at 2:23-24.

The complaint described the manner in which the Bank provided loan advances to IMG and referred to IMG's bank accounts at the Bank having "functioned as a commingled common pot of cash from which interest and principal payments [were] made on existing promissory notes." Id. at 8:26-27. It also referred to "[the Bank's] unusual and wide-ranging banking relationship with IMG and Wannakuwatte" (at 9:20-21), to IMG and Wannakuwatte having "in excess of thirty different checking accounts established with CBT and well over ten substantial lines of credit or loans with CBT" (at 9:24-25), and to "frequent examples of substantial overdrafts and notices of bounced checks, countless examples of cash transactions involving huge dollar amounts, thousands of dollars of transactions involving the purchase of, or deposits of, cashier's checks, and rapid clearing of large (often millions of dollars) of checks, despite low, zero, or negative fund balances in the accounts used." At 10:4-8.

The complaint described the Bank's involvement with the transactions involving the Jamestown S'Klallam Tribe, beginning with this allegation: "IMG and CBT entered into Loan No. 168068-0004 on or about May 17, 2006 in the original amount of \$1,500,000.00 (the 'JHMS Line')." Compl., DN 1, at 17:7-9. The complaint continued: "Only forty-one days later, CBT and IMG agreed to increase the loan amount from \$1,500,000.00 to \$9,000,000.00 in a Change in Terms Agreement dated June 26, 2006. As part of the Change in Terms Agreement, the 'Acceptance Subline' was also increased to \$9 million. Such drafts drawn on CBT for the benefit of IMG, termed 'acceptances,' could total up to the full amount of the line, or \$9 million." Id. at 17:10-14. (The Bank points out that the Change in Terms Agreements referred to in the complaint all incorporate the promissory notes and business loan agreements for their respective transactions.)

The complaint listed the loan advances made by the Bank on the JHMS Line and described the manner in which they were made; it also described various loan repayments made by IMG to the Bank and repeated extensions of the maturity date of the JHMS line. The complaint included as an exhibit a long list, by loan number, date, and amount, of IMG's alleged payments of interest and fees on the various loans and described by loan number, date, amount, and purported purpose the various "loans" and "lines of credit" entered into between IMG and the Bank. The complaint did not specifically mention the loan documents themselves except for various "Change in Terms Agreements," which were listed by date and alleged to have been for the purpose of extending the maturity dates of the various loans. The complaint listed, by loan number, date, and amount, the principal "repayments of loans" by IMG to the Bank, totaling \$12,782,752. All of the above allegations in the original complaint are also in the Amended Complaint.

In light of all of these detailed allegations concerning the "loans," loan advances, and loan repayments, the court finds unreasonable and nonsensical the trustee's contention that the complaint, and thus, the Amended Complaint does not "necessarily rely" on the loans documents, loan histories, or bank statements, and

thus, that those documents are not central to her claims and should not be considered on this motion. The trustee argues that "none of [her] claims are based on the underlying loan documents" (Trustee's Opp., DN 102, at 1:17-18), that her claims "stand on their own two feet, [and do not] inherently depend on the existence or substance of the underlying loan documents" (*id.* at 1:18-20), and that they "stand independent of any references to any loan documents." *Id.* at 1:23.3 The court finds, to the contrary, that the trustee's many references in the complaint to the credit facilities, the standby letters of credit as collateral, the loans, lines of credit, loan advances, and loan repayments, including "interest and principal payments made on existing promissory notes," and to the various Change in Terms Agreements put the loan documents squarely in play.⁴

Further, the allegations of "substantial overdrafts and notices of bounced checks, countless examples of cash transactions involving huge dollar amounts, thousands of dollars of transactions involving the purchase of, or deposits of, cashier's checks, and rapid clearing of large (often millions of dollars) of checks, despite low, zero, or negative fund balances in the accounts used" put the loan histories and bank statements in play. Given all of those references, it would be unfair and simply beyond the pale not to permit the Bank to cite the loan documents themselves as evidence of a security interest in the funds in IMG's bank accounts, the funds from which the transfers were made.

In addition, if those references in the original complaint (repeated in the Amended Complaint) were not enough, new Counts 9 and 10 unequivocally invoke the loan documents. Count 9 states that "IMG and [the Bank] entered into the following loan transactions: [listed] (collectively, the 'CBT Loans')" (Amended Compl., DN 54, at 93:22) and alleges, "[t]o the extent that IMG owed any otherwise legally valid and enforceable obligation to CBT arising out of the CBT Loans (collectively, the 'Purported Obligations'), the Purported Obligations constitute obligations incurred by IMG, one of the debtors. [¶] Each of the Purported Obligations was incurred with the actual intent to hinder, delay, or defraud IMG's creditors." *Id.* at 94:2-7. In Count 10, the trustee alleges that "[g]iven that each of the Purported Obligations were null and void, any purported liens or security interests given by IMG in connection with the CBT Loans and Purported Obligations were likewise invalid, unenforceable, null, void, and/or otherwise without legal effect." *Id.* at 96:13-16. She adds that to the extent the Purported Obligations are not avoidable, the security interests themselves are avoidable as actual fraudulent transfers.

Although the trustee uses the term "loan transactions," the fact is that those transactions were documented and the trustee has plainly called the loan documents into question. The court thus determines (and the trustee does not dispute) that, on their face, the loans purport to have been secured by security interests in the funds from which the challenged transfers were made, security interests which, if valid, would, under First Alliance Mortgage, defeat the trustee's claims. In short, it would be unfair and unacceptable to permit the trustee to allege "[the Bank's] unusual and wide-ranging banking relationship with IMG and Wannakuwatte" and to seek specifically to avoid IMG's "obligations" to the Bank and the Bank's "security interests in IMG's deposit accounts" (Amended Compl. at 96:21) without permitting the Bank to cite the loan documents, loan histories, and bank statements evidencing that relationship and those obligations and security interests.

The Bank contends, among a number of other arguments, that the applicable statute of repose requires dismissal of Count 10 of the Amended Complaint - the trustee's claim to avoid the Bank's security interests in IMG's deposit accounts. If decided in the Bank's favor, the issue would be dispositive of the entire action

as against the Bank under First Alliance Mortgage, because the court would conclude that the loans repayments challenged in Counts 1, 2, and 4 were made from the Bank's collateral and did not deplete assets that would otherwise have been available to the estate. Because the transfers would not be avoided, the trustee's objection to the Bank's claims, Count 8, would also be dismissed. For the following reason, the court intends to continue the hearing to permit further briefing on that one issue, as further defined below.

California imposes a seven-year statute of repose for fraudulent transfer causes of action. "Notwithstanding any other provision of law, a cause of action under this chapter with respect to a transfer or obligation is extinguished if no action is brought or levy made within seven years after the transfer was made or the obligation was incurred." § 3439.09(c). The Bank contends this statute of repose applies to the security interests securing all of the Bank's loans to IMG, even those where the funds were advanced within the seven-year period, because the security interests were created more than seven years prior to the petition date, when IMG signed a Business Loan Agreement with a future advances clause. That is, IMG purported to grant the Bank a security interest in its deposit accounts to secure all loans then existing or that might be incurred in the future.

The trustee contends, first, the court should not consider the Business Loan Agreement because it is outside the four corners of the complaint; that is, the trustee did not refer to it in her Amended Complaint and the "Trustee's claims asserted do not depend on that document in any manner whatsoever." Trustee's Opp. at 50:3-5. The court has addressed and rejected this argument above. Next, the trustee contends the validity of the Business Loan Agreement is in question "due to its potential illegality." Id. at 50:7. Specifically, the trustee claims that before the court can determine the statute of repose issue, it must first determine the validity and enforceability of the loan documents, and in the trustee's view, "there are substantial reasons to question the[ir] validity and enforceability." Id. at 14:20-21. Apparently based on the alleged complicity of the Bank in Wannakuwatte's scheme, the trustee suggests the loan documents were void and illegal as against public policy. Acknowledging she did not plead illegality in the Amended Complaint (or the original one), she cites case law for the propositions that (1) where the evidence suggests illegality, the court must raise the issue sua sponte if the parties have not done so, and (2) no party may be estopped from raising the issue of illegality. Finally, the trustee contends, resolution of the issue would require an assessment of the parties' "knowledge, purpose, and intent" (id. at 20:6), which could not be determined on a motion to dismiss.

The trustee did not seek in either complaint relief on the ground the underlying loans or security interests were illegal as against public policy. She sought relief solely on the basis of the California Uniform Fraudulent Transfer Act. More important, she has cited no authority for the proposition that the illegality of a contractual obligation, even if proven, provides an exception to the seven-year statute of repose, which is an "absolute backstop" to fraudulent transfer claims (Donell v. Keppers, 835 F. Supp. 2d 871, 878 (S.D. Cal. 2011); In re JMC Telecom LLC, 416 B.R. 738, 742 (C.D. Cal. 2009)), and the court is aware of none.

Third, the trustee claims the Bank's statute of repose argument "depends on a convoluted interpretation of various contractual provisions that are circular and thus inherently ambiguous." Trustee's Opp. at 50:8-9. The trustee does not explain the argument other than by citing the definition of "Loan" in the Business Loan Agreement.⁵ The trustee does not explain or even suggest how the provisions of the Business Loan Agreement are circular or ambiguous, and to the contrary, they appear

to be commonly used provisions for the securing of future advances.

Next, however, the trustee correctly notes that the statute relied on by the Bank, Cal. Civ. Code § 2884, does not apply to the Business Loan Agreement. The Bank cited § 2884 as supporting the validity of the future advances clause in the Business Loan Agreement. The section states: "A lien may be created by contract, to take immediate effect, as security for the performance of obligations not then in existence." The trustee, in turn, cites Cal. Civ. Code § 2914, which states: "None of the provisions of this chapter apply to any transaction or security interest governed by the Uniform Commercial Code." The parties do not dispute that the Business Loan Agreement, purporting as it does to create a security interest in personal property, is governed by California's version of the Uniform Commercial Code. Civil Code §§ 2884 and 2914 are both in Chapter 6 of Title 14 of Part 4 of Division 3 of the Civil Code; thus, § 2914 makes § 2884 inapplicable in this case.

Finally, however, in its reply to the trustee's opposition, the Bank cites Cal. Comm. Code § 9204(c), which reads, "A security agreement may provide that collateral secures . . . future advances or other value, whether or not the advances or value are given pursuant to commitment." This is the first time that section has come up in the briefing of this motion. The Bank also cited in its reply a number of other provisions of the Commercial Code that were not originally addressed and that the trustee has not had an opportunity to address. Thus, the court will permit both parties to submit supplemental briefs, limited to four pages each, addressing the priority as between, on the one hand, the Bank's security interest under the February 2007 Business Loan Agreement in IMG's deposit accounts as securing loan advances made within the seven years prior to the petition date (that is, as securing future advances), and on the other hand, the holder of an unsecured creditor under California law, in whose shoes the trustee stands under § 544(b)(1) of the Bankruptcy Code.

One final note. The court appreciates that both parties have addressed rather a large number of issues in their briefs (which the court will address if needed following its determination of the statute of repose issue), necessitating longer than usual briefs. Nevertheless, the length of both parties' briefs was unnecessarily excessive, and the court will appreciate greater succinctness in the future. The court will hear the matter.

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- 1 The trustee "assumes for the sake of argument that transfers made to a secured creditor consisting of property that is subject to that creditor's security interest are not avoidable as fraudulent transfers (where the creditor's underlying security interest or lien is fully valid and enforceable). The Trustee reserves all rights to challenge this premise going forward in this adversary proceeding." Trustee's Opp., DN 102, at 3:26-28. This issue was squarely raised by the Bank's motion and the trustee was plainly called upon to respond to it.
 - 2 The list is not attached to the Amended Complaint but the Amended Complaint refers to the list as "the attached Exhibit 'A'." Amended Compl., DN 54, at 60:20. It thus appears the list was omitted from the Amended Complaint inadvertently.
 - 3 It may be technically true the trustee's allegations do not depend on the substantive provisions of the loan documents, but they depend on the existence of the loans themselves, of which the loan documents are evidence.

4 The court rejects out of hand the trustee's contention that the allegations in the complaint suggestive of the loans themselves or the loan documents were included solely to negate the Bank's good faith defense, not as part of the trustee's affirmative claims, and that the loan documents should not be considered for that reason.

5 "The word 'Loan' means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing . . ." Trustee's Ex. F-2, p. 6.

3. 14-25820-D-11 INTERNATIONAL MOTION TO DISMISS ADVERSARY
16-2090 MANUFACTURING GROUP, INC. PROCEEDING
MCFARLAND V. CALIFORNIA BANK & 9-21-16 [81]
TRUST ET AL
OMM-1

Final ruling:

The hearing on this motion is continued to November 2, 2016 at 10:00 a.m. No appearance is necessary.

4. 14-25148-D-11 HENRY TOSTA MOTION FOR COMPENSATION BY THE
MF-38 LAW OFFICE OF MACDONALD
FERNANDEZ, LLP FOR MATTHEW J.
OLSON, DEBTOR'S ATTORNEY(S)
9-21-16 [628]

5. 14-30655-D-7 PAUL/REBECCA FORE MOTION TO COMPROMISE
HCS-2 CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH TYLER ZURCHER
9-19-16 [27]

Tentative ruling:

This is the trustee's motion to approve a compromise. The motion was noticed pursuant to LBR 9014-1(f)(1) and no opposition has been filed. However, the court is not prepared to rule on the motion because the proof of service is incomplete. The version filed with the court has two copies of the first page and a copy of the PACER mailing matrix, but no signature page. Further, the names and addresses of the debtors, their attorney, and the office of the United States Trustee are crossed out on the mailing matrix, indicating they were not served. They may have been served with all the moving papers, as may be indicated on the missing second page of the proof of service, with the parties on the mailing matrix served with the notice of hearing only.

If a corrected proof of service has been filed by the time of the hearing, the court will consider the matter. Otherwise, the court intends to continue the hearing to permit this service defect to be corrected. The court will hear the matter.

6. 16-25064-D-7 JEFFREY GERLACH
ETL-1
SYSTEMS & SERVICES
TECHNOLOGIES, INC. VS.

MOTION FOR RELIEF FROM
AUTOMATIC STAY
9-20-16 [42]

Final ruling:

This matter is resolved without oral argument. This is Systems & Services Technologies, Inc.'s motion for relief from automatic stay. The court's records indicate that no timely opposition has been filed. The motion along with the supporting pleadings demonstrate that there is no equity in the subject property and debtor is not making post petition payments. The court finds there is cause for relief from stay, including lack of adequate protection of the moving party's interest. As the debtor is not making post-petition payments and the creditor's collateral is a depreciating asset, the court will also waive FRBP 4001(a)(3). Accordingly, the court will grant relief from stay and waive FRBP 4001(a)(3) by minute order. There will be no further relief afforded. No appearance is necessary.

7. 14-27267-D-7 SARAD/USHA CHAND
HSM-20

MOTION FOR APPROVAL OF
STIPULATION BETWEEN TRUSTEE AND
INTERNAL REVENUE SERVICE AND
FOR AUTHORIZATION TO MAKE
DISTRIBUTIONS PURSUANT TO
STIPULATION
9-21-16 [334]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed to the motion for approval of stipulation between trustee and the Internal Revenue Service and for authorization to make distributions pursuant to stipulation (the "motion") and the relief requested in the motion is supported by the record. As such the court will grant the motion and moving party is to submit an appropriate order. No appearance is necessary.

8. 15-22975-D-7 LETICIA GONZALEZ
ICE-1

MOTION TO COMPROMISE
CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH LETICIA M.
GONZALEZ
9-7-16 [31]

9. 16-22878-D-12 THOMAS/JOY GALINDO MOTION TO VALUE COLLATERAL OF
CAH-3 BAY COMMERCIAL BANK
9-16-16 [67]

10. 16-24984-D-7 RICHARD BLAIR MOTION FOR RELIEF FROM
ETL-1 AUTOMATIC STAY
FIFTH THIRD BANK VS. 9-21-16 [17]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. As such the court will grant relief from stay. As the debtor's Statement of Intentions indicates he will surrender the property, the court will also waive FRBP 4001(a)(3) by minute order. There will be no further relief afforded. No appearance is necessary.

11. 13-35288-D-7 DUSTIN/KAREN BOLE MOTION TO RESTRICT OR REDACT
14-2097 MGB-7 PUBLIC ACCESS AND/OR MOTION FOR
GENERAL COUNCIL OF THE SANCTIONS
ASSEMBLIES OF GOD V. BOLE ET 9-21-16 [189]

Final ruling:

The hearing was continued to November 16, 2016 at 10:00 a.m. by order entered September 28, 2016. No appearance is necessary on October 19, 2016.

12. 14-25816-D-11 DEEPAL WANNAKUWATTE MOTION TO COMPEL ABANDONMENT
MAC-3 9-29-16 [1010]

13. 10-35944-D-7 DARA MINOIEFAR AND CONTINUED MOTION TO AVOID LIEN
RAH-5 RAMOUNA MINOOEIFAR OF CSW/STUBER-STROEH
ENGINEERING GROUP, INC.
9-21-16 [113]

Final ruling:

This motion was granted by order entered on October 12, 2016. As such, the matter is removed from calendar.

14. 14-31685-D-7 CATHERINE PALPAL-LATOC CONTINUED MOTION FOR
ASF-3 COMPENSATION FOR ALAN S.
FUKUSHIMA, CHAPTER 7 TRUSTEE
9-6-16 [220]

15. 15-29890-D-7 GRAIL SEMICONDUCTOR MOTION TO EXPAND THE SCOPE OF
DNL-14 ENGAGEMENT OF DIAMOND
MCCARTHY,
LLP AS SPECIAL COUNSEL
9-28-16 [511]

16. 16-24321-D-12 PAUL SCHMIDT MOTION TO EXTEND DEADLINE TO
DBL-3 FILE SCHEDULES OR PROVIDE
REQUIRED INFORMATION
10-5-16 [15]