

1 UNITED STATES BANKRUPTCY COURT
2 EASTERN DISTRICT OF CALIFORNIA
3 FRESNO DIVISION
4

FILED

November 19, 2025

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

5 In re) Case No. 25-10499-B-7
6 JEFFREY REICH,)
7) Docket Control No. MLO-2
8 Debtor.)
9)
_____)
10

11 **MEMORANDUM RULING ON PAMELA REICH'S MOTION FOR**
12 **RECONSIDERATION OF THE COURT'S ORDER AND**
13 **MEMORANDUM RULING ON MOTION TO DISQUALIFY COUNSEL**

14 _____
14 Richard Ryan McMath, MCMATH LAW OFFICE, for Pamela Reich, Movant.
15 Megan Zavieh, ZAVIEH LAW, for JEFFREY REICH, Respondent.
16 _____

17 RENÉ LASTRETO II, Bankruptcy Judge:
18

19 **INTRODUCTION**

20 Extraordinary remedies are imposed sparingly.

21 Reconsideration of a federal court order is one of those
22 remedies. Often requested but rarely granted, these motions are
23 commonly used to reargue unsuccessful contentions. Here, a
24 creditor and estranged spouse of the debtor wants to invoke the
25 extraordinary remedy so creditor's disqualified counsel can
26 continue representation in this case. But no manifest error of

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1 law or fact or newly discovered evidence exists here. The motion
2 for reconsideration will be DENIED. ¹

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4 **I.**

5 **BACKGROUND**

6 **A.**

7 **Motion to Disqualify Counsel**

8 On September 11, 2025, the court issued an order
9 disqualifying attorney Shane Reich ("Shane") from representing
10 his mother, Pamela Reich ("Pamela") in his father, attorney
11 Jeffrey Reich's ("Jeffrey") chapter 7 bankruptcy. Pamela and
12 Jeffrey are in the throes of a contentious decade long
13 dissolution case.

14 The court issued a 27-page ruling outlining three
15 independent reasons why Shane was disqualified. First, Shane was
16 employed by Jeffrey's law firm for twenty years, during which
17 time he directly represented Jeffrey in litigation in which his
18 financial status was a significant issue. Both attorney/client
19 and otherwise confidential communications concerning Jeffrey's
20 finances require protection from the risk of disclosure. The
21 disqualifying fact here is Shane's successive representation of
22 Pamela adverse to Jeffrey without Jeffrey's informed written
23 consent under circumstances where Shane acquired confidential
24 information including attorney/client communications.

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27 ¹ The following is the court's findings of fact and conclusions of law under
28 Fed. R. Civ. Proc. 52 (Fed. R. Bankr. Proc. 7052). Any finding of fact deemed
a conclusion of law is so adopted. Any conclusion of law deemed finding of
fact is also so adopted.

1 Second, Shane's work at Jeffrey's firm as bookkeeper gave
2 Shane access to confidential information concerning the firm's
3 finances. The court weighed the conflicting evidence about
4 Shane's role as bookkeeper and found testimony of Jeffrey's
5 accountant to tip the persuasive scale in Jeffrey's favor.
6 Jeffrey has alleged that Shane misappropriated hundreds of
7 thousands of dollars from the firm. Shane strenuously denies
8 that fact. In reply to the opposition to the disqualification
9 motion, Jeffrey stated he would not pursue that claim.

10 Third, even independent of the attorney/client relationship
11 or bookkeeper relationship, the inherent authority of the court
12 to disqualify can be applied when the facts support a finding
13 that a fiduciary or confidential relationship arose such that the
14 continued representation of a party adverse to the one with whom
15 the relationship arose would betray that relationship.

16 Such is the case here. The court found that the facts
17 supported a finding that a fiduciary or confidential relationship
18 arose between Jeffrey and Shane such that representation of
19 Pamela by Shane would betray that relationship. Aside from
20 Shane's lengthy employment by Jeffrey, Shane is Jeffrey's son.
21 Confidential information was bound to be shared given the
22 circumstances. The risk of use of confidential information by
23 Shane was sufficient to disqualify Shane as a prophylactic
24 remedy.

25 Fourteen days after the court issued its opinion and order,
26 Pamela (with new counsel) filed this motion for reconsideration.

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1 course of twenty years was not confidential because Jeffrey
2 stopped "trusting" Shane with firm finances after the end of
3 2016.

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5 2. Jeffrey's Contentions in Opposition.

6 Jeffrey's opposition raises five issues. First, motions for
7 reconsideration are not meant to re-litigate issues and are only
8 to be used in extraordinary circumstances. Nothing presented by
9 Pamela, Jeffrey argues, warrants the extraordinary relief
10 requested.

11 Second, Jeffrey urges there is no manifest error of law or
12 fact. Shane, Jeffrey argues, has always been fully aware of his
13 relationship with Jeffrey, whether as his attorney, as his
14 employee, as his bookkeeper, and as his son. No newly discovered
15 evidence was presented.

16 Third, Jeffrey contends that Pamela's inability to respond
17 to Jeffrey's statement that he would not pursue the
18 misappropriations claim against Shane is irrelevant. The nature
19 of briefing in court is the reply is the last word.

20 Fourth, Jeffrey argues that the court is not required to
21 respond to every argument presented by a party.

22 Fifth, Jeffrey claims that his marriage to Pamela does not
23 render his rights as Shane's client moot. Jeffrey is entitled to
24 rely on confidentiality.

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1 3. Pamela's Reply.

2 Pamela's reply (Doc. #218) repeats the same points as the
3 motion. She now argues the opposition was late.² Pamela
4 reiterates her complaint that the court considered the reply on
5 Jeffrey's motion to disqualify denying her due process.
6 Additionally, she reiterates that Jeffrey's fiduciary duties to
7 Pamela under state law made Shane's duty to maintain Jeffrey's
8 confidences "evaporate." Again, Pamela argues that any remaining
9 confidence that Jeffrey reposed on Shane was merely general
10 business and litigation strategy and not protected.³

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12 C.

13 JURISDICTION

14 This court's jurisdiction arises by reference from the
15 United States District Court for the Eastern District of
16 California under 28 U.S.C. § 157(a). The District Court has
17 jurisdiction under 28 U.S.C. § 1334(b). This court may hear and
18 finally determine this motion as it asks the court to reconsider
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21 ² The opposition was filed one day late. It was filed on October 31, 2025, and
22 was due October 30, 2025. Though Pamela "objects" to the late filed
23 opposition, she points to no prejudice and she has filed a substantive reply.
Since the one day tardiness does not affect Pamela's reply, and Pamela did not
request a continuance of the hearing, the court will overlook Jeffrey's
counsel's error.

24 ³ In reply, Pamela raised for the first time the argument that Jeffrey's
25 maintenance of any privilege may be waived by the "crime-fraud" exception to
26 California's lawyer-client privilege. Cal. Ev. Code § 956. Since the
27 argument was raised in reply, it is therefore waived. *Autotel v. Nevada Bell*
28 *Telephone Co.*, 697 F.3d 846, 852 fn3 (9th Cir. 2012) quoting *Turtle Island*
Restoration Network v. U.S. Dept. of Commerce, 672 F.3d 1160, 1166 fn8 (9th
Cir. 2012). But even if not waived, Pamela points to nothing in the record
showing Jeffrey sought or obtained Shane's services to enable Jeffrey to
commit a crime or fraud. Cal. Ev. Code § 956(a). Pamela has the burden to
show a prima facie case of crime or fraud. *Cunningham v. Connecticut Mutual*
Life Ins., 845 F.Supp. 1403, 1412 (S.D. Cal. 1994) cites omitted.

1 its own order and this matter is a core proceeding under 28
2 U.S.C. § 157 (b) (2) (A) .

3
4 **II.**

5 **DISCUSSION**

6 **A.**

7 **Standards on Motion for Reconsideration.**

8 Decisions regarding a disqualification of counsel are
9 reviewed for abuse of discretion. *Paul E. Iacono Structural*
10 *Engineer, Inc. v. Humphrey*, 722 F.2d 435, 438 (9th Cir. 1983).
11 The rulings of the trial court on a disqualification motion is
12 not disturbed if there is any sound basis for the court's action.
13 *Cohn v. Rosenfeld*, 733 F.2d 625, 631 (9th Cir. 1984). The
14 court's ruling on the motion to disqualify was subject to the
15 court's discretion. There is ample basis in the record for the
16 court's ruling disqualifying Shane. A bankruptcy court's denial
17 of a motion for reconsideration is also reviewed for abuse of
18 discretion. *In re Donovan*, 871 F.2d 807, 808 (9th Cir. 1989);
19 *Rigby v. Mastro (In re Mastro)*, 585 B.R. 587, 591 (B.A.P. 9th
20 Cir. 2018).

21 A motion for reconsideration is considered to be a Rule 9023
22 motion which incorporates Civ. Rule 59(e). *Clinton v. Deutsche*
23 *Bank Nat'l Trust Co., (In re Clinton)*, 449 B.R. 79, 83 (B.A.P.
24 9th Cir. 2011).⁴ To succeed on a motion for reconsideration,
25 movant needs to (1) present newly discovered evidence, (2) show
26 clear error, or (3) show an intervening change in controlling
27

28 ⁴ References to "Rule" shall be to the Fed. R. Bankr. Proc. references to "Civ. Rule" are to the Federal Rules of Civil Procedure.

1 law. *Marlyn Nutraceuticals, Inc. v. Mucos Pharma Gmb H & Co.*,
2 571 F.3d 873, 880 (9th Cir. 2009). Mere disagreement with a
3 court's application of a standard is not manifest error of law or
4 fact. *Hutchinson v. Staton*, 994 F.2d 1076, 1082 (4th Cir. 1993).
5 A manifest error is one that amounts to a complete disregard of
6 the controlling law or evidence in the record. Black's Law
7 Dictionary *Manifest Error* pg. 622 (Ninth Edition 2009); *In re Oak*
8 *Park Calabasas Condo. Ass'n*, 302 B.R. 682, 683 (Bankr. C.D. Cal.
9 2003).

10 Although Rule 59(e) permits a District Court to reconsider
11 and amend a previous order, the rule offers an "extraordinary
12 remedy, to be used sparingly in the interests of finality and
13 conservation of judicial resources." *Kona Enters. v. Estate of*
14 *Bishop*, 229 F.3d 877, 890 (9th Cir. 2000).

15 Pamela points to no newly discovered evidence or intervening
16 change in controlling law to support her motion for
17 reconsideration. Pamela, instead, depends upon the "manifest
18 error" ground. As will be seen, no manifest error of law or fact
19 was committed requiring the court to reconsider its previous
20 order.

21 22 **B.**

23 **Pamela Received Due Process.**

24 Due process requires notice "reasonably calculated, under
25 all the circumstances, to apprise interested parties of the
26 pendency of the action and afford them an opportunity to present
27 their objections." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339
28 U.S. 306, 314 (1950); *United Student Aid Funds, Inc. v. Espinosa*,

1 559 U.S. 260, 272 (2010); *Jones v. Flowers*, 547 U.S. 220, 225
2 (2006) (due process does not require actual notice.) An alleged
3 due process violation cannot constitute reversible error unless
4 the party asserting the violation can demonstrate prejudice. See
5 *Rosson v. Fitzgerald (In re Rosson)*, 545 F.3d 764, 776, 777 (9th
6 Cir. 2008) *partially abrogated on other grounds as recognized by*
7 *Nichols v. Marana Stockyard & Livestock Mkt., Inc. (In re*
8 *Nichols)*, 10 F.4th 956, 962 (9th Cir. 2021). Upon objective
9 examination of the record in this case, one should conclude that
10 Pamela received due process.
11

12 1. The Court's Consideration of Jeffrey's Reply Declaration.

13 Pamela has made much of the fact the court considered
14 Jeffrey's reply declaration filed in support of the motion to
15 disqualify. Specifically, Jeffrey stated that he would not
16 prosecute his claim against Shane for misappropriation. Pamela
17 argues that she did not have the opportunity to respond to the
18 statement.

19 Pamela is incorrect. She filed this motion for
20 reconsideration, and her response seems to assert that Jeffrey
21 will prosecute the claim even though he said he would not. This
22 "evidence standoff" does not amount to newly discovered evidence
23 in any form. Evidence in the possession of the party before the
24 judgment was rendered is not newly discovered. *Feature Realty,*
25 *Inc. v. City of Spokane*, 331 F.3d 1082, 1093 (9th Cir. 2003).
26 Cases construing "newly discovered evidence" either under Civ.
27 Rule 60(b)(2) or Civ. Rule 59 uniformly hold that events
28 occurring after the trial are not newly discovered evidence

1 within the meaning of the Civil (or Bankruptcy) Rules. *State of*
2 *Washington v. United States*, 214 F.2d 33, 46 (9th Cir. 1954)
3 *cert. denied* 348 U.S. 862 (1954). There is nothing in the record
4 suggesting Jeffrey retracted his statement from his reply
5 declaration after the court's ruling. Pamela did not provide any
6 evidence that Jeffrey's "retraction" could not have been
7 discovered at an early stage. And more importantly, the evidence
8 of Jeffrey's alleged "retraction" is not of such magnitude that
9 production of it earlier would likely have changed the outcome of
10 the case. *Defenders Wildlife v. Bernal*, 204 F.3d 920, 929 (9th
11 2000). This is true for three reasons.

12 First, Jeffrey's testimony that he was not pursuing the
13 claim was not a controlling factor in the disqualification. It
14 was a factual refutation to Shane's claim that the
15 attorney/client privilege is waived by Jeffrey pursuing the
16 embezzlement claim. It is also not relevant to the inherent
17 power of the court to disqualify which did not depend on the
18 attorney/client relationship. Pamela continues to ignore this
19 fundamental issue.

20 Second, Pamela ignores the court's analysis that even if
21 Jeffrey's threats concerning Shane's alleged embezzlement from
22 the law firm would result in a waiver of the attorney/client
23 privilege - and they would not - the waiver would be very narrow.
24 Doc. #174 pp. 23-24).⁵ Also, Shane's argument ignores the

25 ⁵ Extent of a waiver is narrowly defined and information required to be
26 disclosed must fit strictly within the confines of that waiver. *Sony Cmptr.*
27 *Ent. Am., Inc. v. Great American Ins. Co.*; 229 F.R.D. 632, 635 (N.D. Cal.
28 2005) quoting *Transamerica Title Ins. Co. v. Superior Court*, 188 Cal.App.3d
1097, 1052 (1987). Any waiver would be limited to what Shane is permitted to
disclose to defend himself. That does not result in a complete waiver as to
all confidential communications.

1 court's inherent power to disqualify. *Id.* Shane never denied
2 that Jeffrey reposed trust and confidence in Shane. *Id.*

3 Third, this entire argument is a red herring. If there is a
4 claim against Shane for embezzlement - and the court has not
5 found any such claim to be valid at this time - that claim is not
6 Jeffrey's to pursue because it would be property of the
7 bankruptcy estate. 11 U.S.C § 541(a)(1). The trustee of
8 Jeffrey's bankruptcy estate has standing to pursue the claim.
9 11 U.S.C. § 323; Rule 6009. There is nothing in the record
10 establishing the Trustee's pursuit of the claim. The argument is
11 meritless.

12 13 2. The Court's Ruling was Consistent with Due Process.

14 In an undeveloped argument, Pamela asserts that the court's
15 application of its inherent powers to find a confidential
16 relationship between Shane and Jeffrey independent of any
17 attorney/client or bookkeeper relationship was a violation of due
18 process because it was not argued by Jeffrey in his motion to
19 disqualify.

20 This ignores the facts. Jeffrey's notice of motion (Doc.
21 #65) references confidential information Shane as both an
22 attorney and employee and also raised attorney/client and
23 fiduciary duties. The memorandum of points and authorities (Doc.
24 #68) referenced Shane's duty to maintain confidences under Cal.
25 Rules of Prof'l Conduct Rules 1.6 and 1.9. Rule 1.6 references
26 Cal. Bus. Prof. Code § 6068(e)(1). That section sets forth the
27 duty of an attorney to:

28 ///

1 Maintain inviolate the confidence and at every peril
2 to himself or herself to preserve the secrets, of
his or client.

3 Cal. Bus. & Prof. Code § 6068(e)(1).

4 Jeffrey argued in his memorandum of points and authorities
5 that Shane was barred from using Jeffrey's confidential
6 information because of Cal. Rule of Prof'l Conduct 1.9. Jeffrey
7 also argued that Shane's confidentiality obligations went beyond
8 the work at the "community property law firm."

9 The duty of confidentiality is broader than the
10 lawyer/client privilege and protects virtually everything the
11 lawyer knows about the client's matters regardless of the source
12 of information. *Elijah W. v. Superior Court*, 2016 Cal.App. 4th
13 140, 151 (2013) citing Cal. Bus. & Prof. Code 6068(e)(1); *Dietz*
14 *v. Meisenheimer & Herron*, 177 Cal.App. 4th 771, 787 (2009); Rst.
15 3d Law Governing Lawyers § 59 ("[C]onfidential information
16 consists of information relating to representation of a client,
17 other than information that is generally known)."

18 It is unreasonable to argue that Pamela was "blindsided" by
19 the court's analysis. The record on the motion to disqualify
20 included several references to Shane's unfettered access to
21 confidential information about Jeffrey. Jeffrey trusted Shane and
22 shared detailed financial information with him, Shane handled
23 legal cases on behalf of Jeffrey, and Shane had a close,
24 confidential relationship with Jeffrey. Doc. #69 filed May 23,
25 2025. Jeffrey states he never gave Shane permission to share

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1 information with Pamela. He told Shane to "not take sides." Doc.
2 #104 filed June 17, 2025.⁶

3 Pamela received due process. There is nothing in the record
4 showing how Pamela's presentation to the court has been
5 compromised in any way or that Pamela has been prejudiced in any
6 way other than her initial chosen counsel being disqualified.

7
8 **C.**

9 **The Court Considered**
10 **Jeffrey and Pamela's Mutual Fiduciary Duties.**

11 1. The Mutual Fiduciary Duties did not Obviate the Need for
12 Disqualification.

13 Pamela argues in the motion for reconsideration that the
14 court did not consider the mutual fiduciary obligations that
15 Jeffrey and Pamela had to each other and continue to have until
16 their marriage is dissolved. Pamela contends that the
17 application of those fiduciary duties excuses Shane's obligation
18 to Jeffrey to maintain confidences. But the court did indeed
19 consider the fiduciary duties and will once again explain why
20 Pamela is improperly conflating the family law fiduciary duties
21 with Shane's duties to maintain confidences.

22 Cal. Fam. Code §§ 721(b) and 1100(e) do establish certain
23 relationships and fiduciary duties between spouses. Section
24 721(b) establishes a fiduciary relationship between spouses in
25 transactions between themselves such that neither spouse shall

26 ⁶ The argument also ignores the court's accommodations. The record shows that
27 Jeffrey's original notice of the disqualification motion erroneously stated
28 that filing opposition was unnecessary. Pamela filed opposition anyway and
asked for additional time for further briefing. The court granted the request
and continued the hearing.

1 take unfair advantage of the other. The spouses are subject to
2 the same rights and duties of non-marital business partners.

3 Cal. Fam. Code § 1100(e) provides that the fiduciary
4 relationship between spouses extends to management and control of
5 community property until the assets have been divided by a court.
6 That includes full disclosure of material facts and equal access
7 to all information pertaining to the value and character of
8 community assets and debts. There is no doubt that those duties
9 exist between spouses.

10 Absent from the record here though, and this motion, is any
11 authority providing that a fiduciary whether an attorney,
12 employee or otherwise holding confidential information is excused
13 from maintaining confidentiality absent consent. That consent
14 must be written in most instances. The duties Jeffrey and Pamela
15 have to each other are *their* duties. The court has been provided
16 no authority that Shane's duties to Jeffrey in Shane's various
17 capacities are excused because Shane at one time was employed by
18 a community property asset - the law firm.

19 Jeffrey's legal obligations to Pamela concerning information
20 about community property while Shane was defending Jeffrey from
21 collection actions were not Shane's own obligations. The
22 disqualification was not because Shane shared information with
23 Pamela but rather because the confidential relationship Shane had
24 with Jeffrey existed and posed a risk of that information being
25 shared. Jeffrey's statutory duties to Pamela are Jeffrey's
26 statutory duties. Shane is not the arbiter of the information
27 spouses are duty bound to share. The issue on the motion to
28 disqualify is the confidential relationship, not the sharing of

1 information. The potential for misuse was the issue on the
2 disqualification motion.

3 Involving the court in determining the extent of permissive
4 communication by Shane is a clear reason why disqualification is
5 necessary here. No inquiries should be made into the
6 communication when the attorney/client relationship was direct.
7 Confidential information between an attorney and a client is
8 presumed. *Fiduciary Trust International of California v.*
9 *Superior Court*, 218 Cal.App. 4th 465, 486 (2013).

10
11 2. The Authorities Pamela Relies Upon Are Distinguishable.

12 Pamela once again relies on *In re Rindlisbacher*, 225 B.R.
13 180 (B.A.P. 9th Cir. 1998) to argue Shane is free to share
14 confidential communications with Jeffrey because Jeffrey is
15 continuing to assert that Pamela and Shane allegedly
16 misappropriated hundreds of thousands of dollars from the law
17 practice. The court has already discussed why that argument is a
18 "red herring."

19 Nevertheless, there are additional distinguishing factors.

20 First, Pamela admits *Rindlisbacher's* holding is inapposite
21 to the facts here. Doc. #194.

22 Second, Pamela's contention that *Rindlisbacher* affirms an
23 attorney's freedom to betray confidences if there is a breach of
24 duty by the client expands *Rindlisbacher's* holding beyond its
25 text. The panel's discussion referenced by Pamela dealt with the
26 client's duty to pay fees, not the sort of duties implicated in
27 this matter. *Id.* at 183.

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1 Third, the panel in *Rindlisbacher* held that there was no
2 waiver by the client when the now-adverse attorney asked for
3 information which the client had discussed in confidence. *Id.* at
4 184. *Rindlisbacher* is inapplicable and not persuasive here.

5 Pamela also cites *Arden v. State Bar of California*, 52 Cal.
6 2d 310, 320 (1959) to argue that Jeffrey challenged Shane's
7 integrity by accusing Shane of misappropriation, and so Jeffrey
8 waived protection of his confidential communication with Shane.

9 First, the Ninth Circuit has cast doubt on the continuing
10 vitality of *Arden*. In *Cord v. Smith*, 338 F.2d 516, 524 (9th
11 1964, the Circuit declined to follow *Arden* because *Arden* and
12 other cases (some of which are cited by Pamela here) had evidence
13 that the attorney represented both sides of the same transaction.
14 Not so here. There is nothing in the record suggesting that
15 Jeffrey consented to Shane representing both him and Pamela.
16 There is no "transaction" that Pamela or Shane identify where
17 both sides consented to dual representation.

18 Second, the court in *Arden* pointed to evidence that the
19 original client (a birth mother) consented to her attorney
20 simultaneously representing the adoptive parents. The attorney
21 in *Arden* also disclosed to the birth mother his duty to divulge
22 information to the adoptive parents. *Arden*, 52 Cal. 2d at 318.

23 Third, even the citation to *Arden* in Pamela's reply, *Arden*
24 52 Cal. 2d at 317-319 demonstrates why *Arden* is not persuasive
25 here:

26 There is evidence in the record indicating that
27 (previous client) gave her consent to petitioner's
representation of (later clients)....

28 Emphasis added. 52 Cal. 2d at 318. Also:

1 ...the rationale of these decisions is that the common
2 employment of the attorney remove the communication
3 of the parties to one another and to the attorney
4 from the privileged category.

5 *Id.*

6 The *Arden* Court also noted the attorney testified he advised
7 the previous client of his intention to share information. *Id.* at
8 319.

9 In short, *Arden* is of no assistance to Pamela here since the
10 record in *Arden* showed consent. Such consent has not been shown
11 on the record here.

12 Pamela also cites *Croce v. Superior Court*, 21 Cal.App. 2d 18
13 (1937). There, an attorney jointly represented several clients
14 and the court ruled the communications are not privileged among
15 the clients themselves.

16 However, *Croce* has been widely rejected and its continued
17 vitality has been called into question. *Kim v. The True Church*
18 *Members of Holy Hill Community Church*, 236 Cal.App. 4th 1435,
19 1455 (2015) citing *Fiduciary Trust International of California*,
20 218 Cal.App. 4th at 482-486.

21 In *Zador Corp. v. Kwan*, 31 Cal.App. 4th 1285 (1995) also
22 cited by Pamela, the Court of Appeal reversed a trial court's
23 disqualification of counsel because the former client who brought
24 the motion consented to counsel's continued representation of
25 former client's current opponent "notwithstanding any diversity
26 that may have developed." *Id.* at 1303. Informed, written consent
27 was obtained in *Zador*. Not so here.

28 Finally, Pamela reasserts that under *Banning Ranch*
Conservancy v. Superior Court, 193 Cal.App. 4th 903 (2011) Shane

1 only received from Jeffrey unprivileged general business and
2 litigation information after Jeffrey stopped "trusting" Shane
3 with the "community property law firm's" money in 2016. The
4 court already distinguished *Banning* in its original decision.

5
6 **D.**

7 **Civ. Rule 60(b)(6) is Inapplicable.**

8 Civ. Rule 60(b)(6) permits the court to relieve a party or
9 its legal representative from a final judgment order or
10 proceeding for "any other reason that justifies relief." (Fed. R.
11 Bankr. Proc. 9024). The rule grants Federal Courts broad
12 authority to relieve a party from a final judgment...provided that
13 the motion...is not premised on one of the grounds for relief
14 enumerated in clauses (b)(1)-(b)(5) *Liljeberg v. Health Servs.*
15 *Corp.*, 486 U.S. 847, 863 at fn. 11 (1988). Application of this
16 rule requires extraordinary circumstances which prevented a party
17 from presenting his case. *Lal v. California*, 610 F.3d at 518,
18 524 (9th Cir. 2010) cites. omitted.

19 Pamela does not provide any evidence or analysis of how she
20 was unable to present her case in opposition to the motion to
21 disqualify. There are no extraordinary circumstances presented
22 by Pamela that would warrant such relief under Civ. Rule
23 60(b)(6).

24
25 **CONCLUSION**

26 Pamela has not demonstrated any newly discovered evidence
27 that would change the court's decision on the motion to
28 disqualify. For the foregoing reasons, no manifest error of law

1 or fact occurred on the motion to disqualify. Accordingly, the
2 motion shall be and hereby is DENIED. A separate order shall
3 issue.

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5 Dated: November 19, 2025 By the Court

6
7 /s/ René Lastreto II
8 René Lastreto II, Judge
9 United States Bankruptcy Court
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