UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Sacramento, California

March 23, 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.	15-20600-D-11 MHK-10	SAEED ZARAKANI	MOTION FOR COMPENSATION BY THE LAW OFFICE OF MEEGAN, HANSCHU & KASSENBROCK FOR ANTHONY ASEBEDO, DEBTOR'S ATTORNEY(S) 2-22-16 [236]

This matter will not be called before 10:30 a.m.

2.	15-20600-D-11 MHK-11	SAEED ZARAKANI	MOTION TO DISMISS CASE 2-22-16 [231]

This matter will not be called before 10:30 a.m.

3. 15-20600-D-11 SAEED ZARAKANI
MHK-9

MOTION FOR APPROVAL OF POST-PETITION SECURED FINANCING
2-22-16 [226]

This matter will not be called before 10:30 a.m.

4. 15-27611-D-7 TERRY/VERA ADAMS
KAZ-1
U.S. BANK TRUST, N.A. VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-11-16 [66]

Final ruling:

This matter is resolved without oral argument. This is U.S. Bank Trust, N.A.'s motion for relief from automatic stay. The court 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 the property is not necessary for an effective reorganization. Accordingly, the court finds there is cause for granting relief from stay. The court will grant relief from stay by minute order. There will be no further relief afforded. No appearance is necessary.

5. 15-26623-D-7 HOLLY BURGESS
15-2227 HSB-1
MEYERS ET AL V. BURGESS

MOTION TO DISMISS ADVERSARY PROCEEDING
2-22-16 [12]

Tentative ruling:

This is the defendant's motion to dismiss the plaintiffs' complaint 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, and pursuant to Fed. R. Civ. P. 9(b), incorporated herein by Fed. R. Bankr. P. 7009, for failure to plead fraud with particularity. The plaintiffs have filed opposition. For the following reasons, the motion will be conditionally granted in part, with leave to amend, and denied in part.

In ruling on a Rule 12(b)(6) motion, a court "accept[s] as true all facts alleged in the complaint, and draw[s] all reasonable inferences in favor of the plaintiff." al-Kidd v. Ashcroft, 580 F.3d 949, 956 (9th Cir. 2009), citing Newcal Indus., Inc. v. Ikon Office Solution, 513 F.3d 1038, 1043 n.2 (9th Cir. 2008). The court assesses whether the complaint contains "sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" al-Kidd, 580 F.3d at 949, citing Ashcroft v. Iqbal, 129 S. Ct. 1937, 1949, (2009), in turn quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007).

The plaintiffs' complaint purports to state claims for relief under § 727(a)(2), (4)(A), and (5) and § 523(a)(2)(A) and (B), (4), and (6) of the

Bankruptcy Code;[1] that is, the plaintiffs seek to deny the debtor's discharge and to determine the debtor's alleged debt to them to be nondischargeable. The court will take the § 523 claims first.

The elements of a claim under § 523(a)(2)(A) are "(1) misrepresentation, fraudulent omission or deceptive conduct by the debtor; (2) knowledge of the falsity or deceptiveness of his statement or conduct; (3) an intent to deceive; (4) justifiable reliance by the creditor on the debtor's statement or conduct; and (5) damage to the creditor proximately caused by its reliance on the debtor's statement or conduct." Turtle Rock Meadows Homeowners Ass'n v. Slyman (In re Slyman), 234 F.3d 1081, 1085 (9th Cir. 2000). Concerning the elements of knowledge of falsity and intent to deceive, "reckless disregard for the truth of the representation . . . may support a § 523(a)(2)(A) claim." Hirth v. Donovan (In re Hirth), 2014 Bankr. LEXIS 5008, *27 (9th Cir. BAP 2014), citing Arm v. A. Lindsay Morrison, M.D., Inc. (In re Arm), 175 B.R. 349, 354 (9th Cir. BAP 1994), and In re Houtman, 568 F.2d 651, 656 (9th Cir. 1978), holding that "either actual knowledge of the falsity of a statement, or reckless disregard for its truth, satisfies the scienter requirement for nondischargeability of a debt under § 17(a)(2)."

"Both the knowledge and intent elements under § 523(a)(2)(A) may be established by circumstantial evidence and inferences drawn from a course of conduct." Hirth, 2014 Bankr. LEXIS 5008, at *28. "A representation may be fraudulent, without knowledge of its falsity, if the person making it is conscious that he has merely a belief in its existence and recognizes that there is a chance, more or less great, that the fact may not be as it is represented." Gertsch v. Johnson & Johnson, Fin. Corp. (In re Gertsch), 237 B.R. 160, 168 (9th Cir. BAP 1999) (citation omitted; internal quotation marks omitted). "This is often expressed by saying that fraud is proved if it is shown that a false representation has been made without belief in its truth or recklessly, careless of whether it is true or false." Advanta Nat'l Bank v. Kong (In re Kong), 239 B.R. 815, 827 (9th Cir. BAP 1999).

The plaintiffs are former clients of the defendant, who is the debtor in the parent case in which this adversary proceeding is pending.[2] At the times referred to in the complaint, the debtor was an attorney licensed to practice law in California. The plaintiffs allege in their complaint that, in her representation of the plaintiffs in connection with a mortgage loan modification and a threatened foreclosure, the debtor, holding herself out as an expert in both, gave the plaintiffs incorrect advice to induce them to pay her a deposit and ongoing monthly fees. The plaintiffs allege the debtor and her employees knew their advice was wrong at the time it was given, and that the plaintiffs relied on that advice to stop making their mortgage payments and pay the debtor instead, which resulted in the plaintiffs losing their home to foreclosure. The plaintiffs also allege the debtor failed to perform the legal services she had agreed to perform for them, which also contributed to the loss of their home.

The debtor contends the complaint "is essentially a complaint for legal malpractice, with conclusory implications of fraud thrown in an attempt to convince the court the non-dischargeability applies." Debtor's Motion, filed February 22, 2016 ("Mot."), at 2:7-9. The debtor goes on to allege that discovery in the plaintiffs' pre-petition state court action revealed that "not one of the allegations in the complaint has any factual support." Id. at 2:10-11. The debtor misunderstands the purpose of a Rule 12(b)(6) motion, which is to test the sufficiency of the complaint, not the sufficiency of the evidence. The court is not to determine at this stage whether the evidence is likely to support the allegations

in the complaint. Instead, the court is to accept the allegations as true and to draw from them all reasonable inferences in favor of the plaintiffs. al-Kidd, 580 F.3d at 956.

Next, the debtor puts her own spin on a select few of the allegations in the complaint, from which she draws the conclusion that the complaint is too conclusory. Thus, the debtor states that the complaint "admits it may have been an employee of the firm that told them to quit paying their mortgage" (Mot. at 2:25-26); she concludes that "[t]he remainder of the complaint states in general terms that [the debtor] did not sue the Bank and as a result of not paying their mortgage the Plaintiffs lost their home." Id. at 2:26-3:2. The debtor also analyzes the particular factual allegations included in the complaint under the headings of the fourth, fifth, and sixth claims for relief (the § 523 claims) and again concludes they are not sufficiently specific. This analysis overlooks the fact that the extensive factual allegations that appear in the complaint before the listing of the claims for relief are incorporated by reference into each claim for relief.

Those allegations include that the plaintiffs, having received conflicting information from their mortgage lender as to whether or not they had a loan modification, consulted the debtor, who told them they did not, and that, therefore, they could and should sue the lender. The complaint alleges the debtor told the plaintiffs she was prepared to file the lawsuit for them; that they had a strong case based on what she called "securitized" lending liability; that to retain her services and those of a specialist in the "securitization" process, the plaintiffs would need to pay deposits to both; that when the plaintiffs were later told by their lender that they had a loan modification in place, the debtor told them they could not trust the lender, that there was no valid loan modification, and that she would protect them from the lender; that the debtor and her employees told the plaintiffs they should not make their mortgage payments but should instead pay the debtor a monthly litigation fee to bring suit against the lender; that the plaintiffs were told their mortgage had been packaged and owned with other mortgages "by another entity who had insurance on any default," such that someone else was already making their mortgage payments for them and it would not make sense for the plaintiffs to also make the payments; that the plaintiffs were told that even if they made their mortgage payments, the lender could still foreclose, and that, again, there was no reason for the plaintiffs to make the payments; and that by hiring the debtor, who would stop any foreclosure, the plaintiffs could keep their home.

According to the complaint, the truth was that the "securitization" expert was actually a bankruptcy client of the debtor's; that the debtor never filed a lawsuit on the plaintiffs' behalf; that the firm's internal notes revealed that a loan modification was in place but the firm continued to advise the plaintiffs to the contrary, so as to induce them to continue paying the monthly litigation fee; that little or no work was done by the debtor on the plaintiffs' behalf; that the debtor and her employees ignored the plaintiffs' requests for updates and, eventually, for their file; that the debtor eventually again promised the plaintiffs she would file a lawsuit and contact the lender; that she did neither; and that an associate in the firm eventually learned from the lender that a valid loan modification had existed but was rescinded due to the plaintiffs' nonpayment over the prior year; that the debtor finally wrote to the plaintiffs terminating the attorney-client relationship; that the debtors paid the debtor more than $20,000 in all; and that as a result of the debtor's misrepresentations and omissions of fact, which led to the plaintiffs not making their mortgage payments, they lost their home to foreclosure.

"A Rule 12(b)(6) dismissal is proper where there is either a 'lack of a cognizable legal theory' or 'the absence of sufficient facts alleged under a cognizable legal theory.'" Johnson v. JP Morgan Chase Bank, 395 B.R. 442, 446 (E.D. Cal. 2008), quoting Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir. 1988). The allegations described above, if true, are sufficient to state a cognizable legal theory under § 523(a)(2)(A), and there are sufficient facts alleged to support that theory. Further, contrary to the debtor's Rule 9(b) argument, the allegations are "specific enough to give defendant[] notice of the particular misconduct which is alleged to constitute the fraud charged so that [she] can defend against the charge and not just deny that [she has] done anything wrong." Johnson, 395 B.R. at 446-47. Thus, as to the plaintiffs' § 523(a)(2)(A) claim, the motion will be denied.

The motion will be granted with regard to the § 523(a)(2)(B) claim. That subsection requires the use of a materially false written statement regarding the debtor's financial condition. The only written statement cited in the complaint in support of this claim is the parties' written fee agreement, which does not pertain to the debtor's financial condition. The plaintiffs contend "Defendant induced Plaintiffs into executing a written fee agreement fraudulently based upon misrepresentations that Defendant's financial status required her to take what would later be found to be an unconscionable fee for services that were never performed." Plaintiffs' Opposition, filed March 9, 2016 ("Opp."), at 10:25-27. However, they cite only ¶ 36 of the complaint, which alleges only that the debtor induced them to sign what was titled a "Contingency Fee Agreement" when there was no basis or legal theory on which the debtor might have earned a contingency fee. This is a far cry from what the court understands to be a statement regarding the debtor's financial status.

The debtor next challenges the plaintiffs' § 523(a)(4) claim for lack of specificity as to the alleged fraud or defalcation. The plaintiffs respond that their allegations of fraud and false promise are sufficient. Both parties have missed the fundamental issue with respect to § 523(a)(4). To the extent the claim is based solely on the existence of an attorney-client relationship between the parties, as expressed in the Fifth Claim for Relief itself, that relationship alone was not sufficient to render the debtor a fiduciary for purposes of § 523(a)(4). "[T]he only type of fiduciary covered within the scope of § 523(a)(4) is the trustee of an express trust or a technical trust imposed before and without reference to any alleged wrongdoing by the debtor. In California, unless an attorney holds funds in his or her client trust account on behalf of a client, the attorney is not a fiduciary within the meaning of § 523(a)(4)." Barton Props., Inc. v. Blaskey (In re Blaskey), 2015 Bankr. LEXIS 627, *16-17 (9th Cir. BAP 2015) (citations omitted); see also Stephens v. Bigelow (In re Bigelow), 271 B.R. 178, 187, 188 (9th Cir. BAP 2001); Robertson v. Denton (In re Denton), 2009 Bankr. LEXIS 426, *48 (Bankr. D. Ariz. 2009).

Attached as an exhibit and incorporated in the plaintiffs' complaint is a copy of the parties' fee agreement. It provided that the ongoing monthly fee was non-refundable and that it would not be held in a client trust account, as it was "earned on an ongoing basis." Plaintiffs' Complaint, Ex. D, ¶ 7. The complaint acknowledges these aspects of the fee agreement and alleges, on information and belief, that "no money paid by the [plaintiffs] was ever placed or kept in a trust account." Compl. at 8:1-2. Thus, under the authority just cited, the debtor was not a fiduciary of the plaintiffs for purposes of § 523(a)(4).

In their general discussion in opposition to the motion, and not in connection

with § 523(a)(4) specifically, the plaintiffs make a variety of arguments for the proposition that the fee agreement was fraudulent and illegal. Although they refer to the Business & Professions Code and the Rules of Professional Conduct as a whole, they cite no sections in the Code, no particular rules, and no other authority to support their position. Nor have they suggested how the fraud or illegality in the fee agreement, if any, bears on the question of whether the debtor was a fiduciary of the plaintiffs for purposes of § 523(a)(4). The plaintiffs' allegation that the debtor failed to perform as required by the agreement is "insufficient to establish the requisite trust for § 523(a)(4), which is a trust established 'before and without reference to the wrongdoing that caused the debt.'" Bigelow, 271 B.R. at 188, n. 11.

Next, concerning the plaintiffs' claim for relief under § 523(a)(6), the debtor contends "[t]here is no reference in the complaint to an intentionally malicious act towards the [plaintiffs] by [the debtor]." Mot. at 7:21-22. The plaintiffs respond that they "have specifically pled all of the essential elements of a non-dischargeable debt under 11 U.S.C. § 523(a)(6) by alleging that Defendant made material misrepresentations to Plaintiffs regarding her performance of legal services, upon which Plaintiffs relied, that resulted in injury to the Plaintiffs without any excuse. These actions were deliberate and intentional as evidenced by Defendant's own legal memorandum indicating the representations were false and Defendant's continued modus operandi of defrauding other clients . . . ." Opp. at 11:22-28.

The court finds that, although the complaint alleges of a number of actions and omissions on the part of the debtor that could be found to have been motivated by willfulness and maliciousness, it contains no allegations of a willful and malicious injury to the property of the plaintiffs except a parroting of the statutory language. "While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, . . ., a formulaic recitation of the elements of a cause of action will not do." Twombly, 550 U.S. at 555.

The willful and malicious elements of § 523(a)(6) are separate and distinct (In re Barboza, 545 F.3d 702 (9th Cir. 2008)), and a plaintiff must allege both. A "willful" injury is a "deliberate or intentional injury, not merely a deliberate or intentional act that leads to injury." Kawaauhau v. Geiger, 523 U.S. 57 (1998) (emphasis in original). "Debts arising from recklessly or negligently inflicted injuries do not fall within the compass of § 523(a)(6)." Id. The "willful" injury requirement is met only when the debtor acted with "either the desire to injure or a belief that injury was substantially certain to occur." Ditto v. McCurdy, 510 F.3d 1070 (9th Cir. 2007). The willfulness component "is met only when the debtor has a subjective motive to inflict injury or when the debtor believes that injury is substantially certain to result from his own conduct." Carillo v. Su (In re Su), 290 F.3d 1140, 1142 (9th Cir. 2003).

This subjective intent or substantial certainty may be inferred from all of the facts and circumstances established. Hughes v. Arnold, 393 B.R. 712 (E.D. Cal. 2008). "'Given that a debtor is unlikely to admit that he or she was substantially certain that the injury in question would result from his or her acts, such understanding can be established through circumstantial evidence.'" In re Paul, 266 B.R. 728 (9th Cir. BAP 2001) (citation omitted). Similarly, "[m]alice, intent, knowledge, and other conditions of a person's mind may be alleged generally." Rule 9(b). But they must be alleged, which is something the plaintiffs here have not done, except to parrot the words "willful" and "malicious."

The elements of a "malicious" injury are "(1) a wrongful act, (2) done intentionally, (3) which necessarily causes injury, and (4) is done without just cause or excuse." Su, 290 F.3d at 1146-47 (citation omitted). Although the plaintiffs have recited these elements in their opposition to this motion, the complaint does not allege them. The court concludes that the complaint fails to state a claim to relief under § 523(a)(6).

Finally, the court finds that, as to § 727(a)(2), (4)(A), and (5), the plaintiffs' complaint does not contain "sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." al-Kidd, 580 F.3d at 949. As to all three subsections, the complaint does nothing more than recite the language of the statute.

Amendments to pleadings are to be liberally allowed in view of the policy favoring determination of disputes on their merits. See Fed. R. Bankr. P. 7015, incorporating Fed. R. Civ. P. 15(a)(2); Magno v. Rigsby (In re Magno), 216 B.R. 34, 38 (9th Cir. BAP 1997) (citation omitted). Thus, the court will grant the debtor's motion in part, with leave to amend.

For the reasons stated, the court concludes that the complaint states a claim for relief under § 523(a)(2)(A) and fails to state a claim under § 523(a)(2)(B), (a)(4), or (a)(6) or under § 727(a)(2), (4)(A), or (5). Thus, the court will deny the motion as to the § 523(a)(2)(A) claim and conditionally grant the motion as to the remaining claims. As to the remaining claims, the plaintiffs may file an amended complaint within 20 days from the date of the order on the motion; if they do not, the claims for relief other than those under § 523(a)(2)(A) will be dismissed without further notice or hearing. If the plaintiffs file an amended complaint within 20 days from the date of the order, the debtor shall file an answer or other response in accordance with applicable rules.

The court will hear the matter.

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1 Unless otherwise indicated, all statutory references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532.

2 The defendant will be referred to herein as the "debtor."

6.	14-22526-D-7 14-2161 MEREDITH V. JONES ET AL	DAVID JONES BRK-4	MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH DEBTOR DAVID CLARK JONES 2-23-16 [68]

7. 15-23231-D-7 DEAN ENGEL
KAZ-1
JPMORGAN CHASE BANK, N.A.
VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-11-16 [49]

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. The debtor received his discharge on July 28, 2015 and, as a result, the stay is no longer in effect as to the debtor (see 11 U.S.C. § 362(c)(3)). Accordingly, the motion will be denied as to the debtor as moot. The court will grant relief from stay as to the trustee and the estate, and will waive FRBP 4001(a)(3). This relief will be granted by minute order. There will be no further relief afforded. No appearance is necessary.

8. 10-50339-D-7 ELEFTHERIOS/PATRICIA
15-2245 EFSTRATIS
ATHENE ANNUITY AND LIFE
COMPANY V. ACEITUNO ET AL

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

9. 10-50339-D-7 ELEFTHERIOS/PATRICIA
15-2245 EFSTRATIS MBK-1
ATHENE ANNUITY AND LIFE
COMPANY V. ACEITUNO ET AL

MOTION TO DEPOSIT FUNDS INTO COURT REGISTRY AND/OR MOTION FOR AN RELATED INTERPLEADER RELIEF
2-16-16 [18]

10. 11-36143-D-12 CHARLES YURGELEVIC
SAC-9

MOTION FOR ENTRY OF DISCHARGE
2-5-16 [126]

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 for entry of the debtor's Chapter 12 discharge is supported by the record. As such the court will grant the motion. Moving party is to submit an appropriate order. No appearance is necessary.

11. 15-26465-D-7 GJH-1 — SCOTT POMEROY — OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
2-18-16 [20]

12. 14-27267-D-7 HSM-12 — SARAD/USHA CHAND — MOTION TO EXTEND DEADLINE TO FILE A COMPLAINT OBJECTING TO DISCHARGE OF THE DEBTOR
2-23-16 [240]

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 to extend the deadline to file a complaint objecting to discharge of the debtor to June 3, 2016 is supported by the record. As such the court will grant the motion. Moving party is to submit an appropriate order. No appearance is necessary.

13. 14-27267-D-7 HSM-8 — SARAD/USHA CHAND — CONTINUED MOTION TO COMPEL
12-11-15 [199]

14. 14-27267-D-7 RLG-4 — SARAD/USHA CHAND — CONTINUED MOTION BY ROBERT L. GOLDSTEIN TO WITHDRAW AS ATTORNEY
11-10-15 [182]

Final ruling:

Motion withdrawn by moving party. Matter removed from calendar.

15. 14-27267-D-7 SARAD/USHA CHAND — AMENDED OBJECTION TO CLAIM OF INTERNAL REVENUE SERVICE, CLAIM NUMBER 1-4
RLG-6
2-24-16 [245]

Final ruling:

A civil minute order was entered on April 9, 2016 overruling this objection to claim. As such, the objection is removed from calendar as moot.

16. 15-27284-D-11 CONSOLIDATED RELIANCE, INC. — MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR ADEQUATE PROTECTION
JKB-6
EQUITY TRUST COMPANY VS.
2-23-16 [293]

Final ruling:

This matter is resolved without oral argument. This is Equity Trust Company's motion for relief from automatic stay. The court 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 the property is not necessary for an effective reorganization. Accordingly, the court finds there is cause for granting relief from stay. The court will grant relief from stay by minute order. There will be no further relief afforded. No appearance is necessary.

17. 15-29186-D-7 KENNAN MCNUTT — MOTION FOR RELIEF FROM AUTOMATIC STAY
CJO-1
CALIBER HOME LOANS, INC. VS.
2-25-16 [13]

18. 16-20391-D-7 MARIO RENO — MOTION FOR RELIEF FROM AUTOMATIC STAY
KAZ-1
THE BANK OF NEW YORK MELLON VS.
2-16-16 [11]

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.

19.	15-20600-D-11	SAEED ZARAKANI	CONTINUED CONFIRMATION OF PLAN OF REORGANIZATION FILED BY DEBTOR 8-28-15 [142]

This matter will not be called before 10:30 a.m.

20.	14-25816-D-11 MAC-2	DEEPAL WANNAKUWATTE	MOTION TO COMPEL ABANDONMENT 3-9-16 [959]
21.	14-27267-D-7 HSM-13	SARAD/USHA CHAND	MOTION TO SELL AND/OR MOTION FOR COMPENSATION FOR PMZ REAL ESTATE, BROKER(S) 3-2-16 [253]
22.	15-29767-D-7 SKS-1	JUSTIN WHITE	CONTINUED TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO APPEAR AT SEC. 341(A) MEETING 1-28-16 [15]

23.	15-27284-D-11 MDP-1 CATERPILLAR FINANCIAL SERVICES CORPORATION VS.	CONSOLIDATED RELIANCE, INC.	MOTION FOR RELIEF FROM AUTOMATIC STAY 3-9-16 [313]
24.	14-31685-D-7 DNL-13	CATHERINE PALPAL-LATOC	MOTION FOR ADMINISTRATIVE EXPENSES 3-9-16 [167]
25.	15-29890-D-11 FWP-7	GRAIL SEMICONDUCTOR	CONTINUED MOTION TO SELL FREE AND CLEAR OF LIENS 2-3-16 [87]
26.	14-22526-D-7 14-2161 MEREDITH V. JONES ET AL	DAVID JONES	CONTINUED PRE-TRIAL CONFERENCE RE: AMENDED COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT, OBJECTION TO DISCHARGE AND TO DETERMINE THAT A COMMUNITY CLAIM WOULD BE EXCEPTED, ETC. 11-6-14 [33]