

UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Bankruptcy Judge
Sacramento, California

May 1, 2024 at 2:00 p.m.

1. <u>23-23620-E-11</u> <u>CAE-1</u>	ROBERT P. OBREGON DDS INC.	CONTINUED STATUS CONFERENCE RE: VOLUNTARY PETITION 10-13-23 [1]
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SUBCHAPTER V

Debtor's Atty: Gabriel E. Liberman

Notes:

Continued from 2/29/24. The Parties agreed to a continuance in light of the Debtor/Debtor in Possession reporting that an amended plan will be filed and prosecuted.

Operating Report filed: 3/22/24; 4/17/24

[GEL-9] Motion to Value Collateral of Banker's Healthcare Group, LLC [POC #2] filed 3/7/24 [Dckt 118]; Order setting pre-evidentiary hearing filed 4/8/24 [Dckt 143]

[GEL-10] Motion to Value Collateral of Banker's Healthcare Group, LLC [POC #3] filed 3/7/24 [Dckt 122]; Order denying filed 4/5/24 [Dckt 142]

[GEL-8] Debtor's First Amended Plan of Reorganization Dated March 7, 2024 filed 3/7/24 [Dckt 127]; set for hearing 5/9/24 at 11:30 a.m.; Notice of Withdrawal of the Debtor's First Amended Chapter 11 Subchapter V Plan filed 4/15/24 [Dckt 149]

[GEL-1] Interim Order re Use of Cash Collateral filed 3/14/24 [Dckt 131]

The Status Conference is XXXXXXX

MAY 1, 2024 STATUS CONFERENCE

On April 15, 2024, the Debtor/Debtor in Possession filed a Notice of Withdrawal of the proposed First Amended Subchapter V Plan, for which a confirmation hearing was set for May 9, 2024. Ntc.; Dckt. 132. The Debtor/Debtor in Possession states in the Notice of Withdrawal that a Second Amended Plan will be filed to address various amendments.

On April 17, 2024, Debtor/Debtor in Possession filed its Monthly Operating Report for the Month of March 2024. Dckt. 150. In it the Debtor/Debtor in Possession states that for March 2024, there was a positive cash flow of \$12,071.92.

At the Status Conference, **XXXXXXX**

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

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

The Status Conference having been conducted by the court, and upon review of the pleadings, reports of counsel, an amended Subchapter V Plan to be filed, and good cause appearing,

IT IS ORDERED that the Status Conference is continued to **2:00 p.m. on XXXXXXX, 2024.**

FEBRUARY 29, 2024 STATUS CONFERENCE

The Status Conference was conducted in conjunction with the Confirmation Hearing on the Debtor/Debtor in Possession's Subchapter V Plan.

On February 8, 2024, the Debtor/Debtor in Possession filed an undated Status Conference Statement. Dckt. 100. Debtor/Debtor in Possession reports that as of the Status Report, only one creditor had filed an opposition to the Confirmation of the Subchapter V Plan, that creditor being Bankers Healthcare Group, LLC (the creditor having made an 11 U.S.C. § 1111(b)(2) election). Subsequent to the filing of the updated Status Conference Statement, the Small Business Administration filed an objection to confirmation, focusing on the Debtor/Debtor in Possession providing for the payment of \$18,000 a month in salary to Dr. Obregon, and next to nothing to creditors with general unsecured claims. Additionally, it is asserted that the Plan should be extended to five years in light of the revenues being generated by the Debtor/Debtor in Possession (presuming a reduction in the reasonable salary of Dr. Obregon).

The Debtor/Debtor in Possession also reports that proof of adequate insurance has been provided to the U.S. Trustee.

The most recent Monthly Operating Report was timely filed on February 12, 2024, for the month of January 2024. Dckt. 102. On it, the Debtor/Debtor in Possession reports that in January there was a total of \$104,514.78 in cash receipts. *Id.*; p. 2. For cash disbursements the Debtor/Debtor in Possession reports an out go of (\$112,237.77). *Id.*

It appears that there is a clerical error in computation of net cash flow, the Debtor/Debtor in Possession showing it to be a positive \$2,301.08, when actually it was a negative cash flow of (\$7,722.99). *Id.* This then reduces the end of the month cash on hand for the Estate to be \$2,406.08, and not the \$12,525.15 as reported by the Debtor/Debtor in Possession. *Id.*

Looking at the Monthly Operating Report filed by the Debtor/Debtor in Possession, the profit/(loss) for recent months reported by the Debtor in Possession are:

1. For January 2024, a net loss of (\$7,722.99). Dckt. 102 at 2.
2. For December 2023, a net loss of (\$16,412.92). Dckt .95 at 2.
3. For November 2023, a net loss of (\$37,170.82). Dckt. 83 at 2.
4. For October 2023, a profit of \$47,090.82. Dckt. 82 at 2. For October the Debtor/Debtor in Possession lists having cash disbursements of only (\$18,506.30). *Id.* This is the month in which the case was filed.

Thus, it appears that while showing a profit of \$47,090.82 in October 2023, it also appears that the expenses for that month were likely front loaded and not reported on the Monthly Operating Report.

For the three full post-petition months of operation, those being November and December, 2023, and January 2024, the Debtor/Debtor in Possession reports an operating loss of (\$61,306.73).

At the Status Conference, the Parties agreed to a continuance in light of the Debtor/Debtor in Possession reporting that an amended plan will be filed and prosecuted.

2. [17-26064-E-13](#) **MARTIN/MARIA ORTEGA**
[23-2023](#)

ORTEGA ET AL V. TEDESCHI

**CONTINUED PRE-TRIAL CONFERENCE
RE: COMPLAINT FOR 1. EXTENT OF
LIEN 2. BREACH OF CONTRACT 3.
ATTORNEY FEES AND COSTS
2-27-23 [1]**

Plaintiffs' Atty: Peter G. Macaluso
Defendant's Atty: Anthony Asebedo

Adv. Filed: 2/27/23
Answer: 9/27/23
Counterclaim: 9/27/23
Answer: 10/10/23

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

Notes:
[RLL-1] Joint Application for Modification of Scheduling Order filed 2/21/24 [Dckt 57]; Order granting filed 2/23/24 [Dckt 59]

Plaintiffs' Pretrial Statement filed 4/13/24 [Dckt 60]

Defendant Adrian G. Tedeschi's Pretrial Conference Statement filed 4/18/24 [Dckt 62]

The Status Conference is XXXXXX

MAY 1, 2024 STATUS CONFERENCE

SUMMARY OF COMPLAINT

The Complaint filed by Martin and Maria Ortega ("Plaintiff-Debtor"), Dckt. 1, asserts claims to determine the extent of a lien and breach of contract. It is alleged that Defendant George Tedeschi has a secured claim which was provided for in Plaintiff-Debtor's Chapter 13 Case. Plaintiff-Debtor made plan payments to Defendant. Plaintiff-Debtor has completed the Chapter 13 Plan, has proceeded with a sale of the property securing Defendant's claim, and disputes the amount of the balance remaining on Defendant's secured obligation.

For the First Cause of Action Plaintiff-Debtor seeks the determination of the extent, validity, and priority of Defendant's lien and the proper application of the Chapter 13 Plan payments received by Defendant. This focuses on \$85,218.00 which Plaintiff-Debtor states were principal payments made pursuant to the confirmed Chapter 13 Plan on the obligation owed to Defendant as amended by the confirmed Chapter 13 Plan.

The Second Cause of Action asserts a breach of contract claim against Defendant for the failure to properly apply the Chapter 13 Plan payments on the secured claim as amended by the confirmed Chapter 13 Plan.

Plaintiff-Debtor seeks recovery of contractual attorney's fees.

SUMMARY OF ANSWER

Defendant Adrian G. Tedeschi (named as "George Tedeschi" in the Complaint) filed an Answer admitting and denying specific allegations in the Complaint. Answer; Dckt. 42. The Answer also asserts affirmative defenses stated as Defendant's true mailing address is not included in the Master Address List filed by Debtor in the Chapter 13 Case and Defendant did not learn of the Bankruptcy Case until after the Plan was confirmed. Thus, Defendant asserts that the Plan terms are not enforceable against Defendant.

COUNTERCLAIM AND PLAINTIFF-DEBTOR RESPONSE

Defendant has filed a Counterclaim with the Answer seeking relief in the form of a judgment regarding the extent and validity of Defendant's lien and the amount secured by such lien. Defendant-Debtor filed a Response denying the allegations in the Counterclaim.

REVIEW OF BANKRUPTCY CASE FILE

The court has conducted an initial review of the Bankruptcy Case file for the Plan that was confirmed. 17-26064. Plaintiff-Debtor's Chapter 13 case was filed on September 12, 2017, with the order confirming the Amended Plan entered on March 13, 2018. 17-26064; Order, Dckt. 100.

On August 2, 2018, Plaintiff-Debtor filed Proof of Claim 10-1 for creditor "George Tedeschi" in the amount of a (\$16,000) secured claim. This is stated to be a claim for "arrears." Defendant does not appear to have filed a proof of claim in that case. The address listed on Proof of Claim 10-1 for Defendant is 190 15th Street, San Francisco, California.

The confirmed Amended Chapter 13 Plan provides for Defendant having a Class 1 secured claim in the amount of \$16,000.00 for arrears, with an arrearage monthly payment of \$270.00 and a post-petition monthly payment of \$1,306.00. *Id.*; Plan, ¶ 3.07(c), Dckt. 80.

The Certificate of Service for the Amended Plan and Motion to Confirm state that Defendant was served at the 109 15th Street, San Francisco, California address. *Id.*; Dckt. 81.

The Trustee's Report reflects that the Chapter 13 Trustee disbursed to Defendant \$69,218 in principal payments and \$16,000.00 in arrearage payments over the sixty (60) months of the Plan. *Id.*; Dckt. 133 at 2. The Trustee does not report that the payments made by the Trustee were not cashed, and presumably Defendant received each of the checks from the Chapter 13 Trustee for payment of the arrearage and the currently monthly post-petition payment.

FINAL BANKRUPTCY COURT JUDGMENT

Plaintiff-Debtor alleges in the Complaint that jurisdiction for this Adversary Proceeding exists pursuant to 28 U.S.C. §§ 1334 and 157(b)(2), and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(I). Complaint ¶¶ 3, 4, Dckt. 1. Further, that this Action necessarily requires the enforcement of this court's order confirming the Chapter 13 Plan, enforcement of the provisions of the Plan, and determination of the proper application of the payments as provided in the Chapter 13 Plan.

In the Answer, Defendant admit the allegations of federal court jurisdiction for this Adversary Proceeding and that the First Cause of Action to Determine the Extent, Validity, and Priority of Defendant's lien and secured claim is a Core Matter Proceeding, but denies the allegation that the Second Cause of Action for Breach of Contract and the Third Cause of Action requesting attorney's fees and costs (while stated as a cause of action, the request for prevailing party attorney's fees and costs are made by post-judgment motion) are core proceedings. Answer ¶¶ 2, 3,4; Dckt. 42.

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

The Second Cause of Action for Breach of Contract alleges that Defendant has failed to properly apply the Bankruptcy Plan payments made to Defendant pursuant to the terms of the Bankruptcy Code also breaches the contractual obligations of Defendant to properly apply payments made on the obligation. The damages requested by Plaintiff-Debtor are stated as:

50. Plaintiffs hereby request damages, as allowed for under the contract between the parties, equal to all attorney's fees and costs they will sustain as a result of bringing an action to the Chapter 13 Plan.

Complaint, ¶ 50.

The court shall issue an Trial Setting in this Adversary Proceeding setting the following dates and deadlines:

- A. Evidence shall be presented pursuant to Local Bankruptcy Rule 9017-1.
- B. **Plaintiff** shall lodge with the court and serve their Direct Testimony Statements and Exhibits on or before -----, **2024**.
- C. **Defendant** shall lodge with the court and serve their Direct Testimony Statements and Exhibits on or before -----, **2024**.
- D. The Parties shall lodge with the court, file, and serve Hearing Briefs and Evidentiary Objections on or before -----, **2024**.
- E. Oppositions to Evidentiary Objections, if any, shall be lodged with the court, filed, and served on or before -----, **2024**.

F. The Trial shall be conducted at ~~----x.m. on -----~~, 2024.

The Parties in their respective Pretrial Conference Statements, Dckts. ~~-----~~, ~~-----~~, and as stated on the record at the Pretrial Conference, have agreed to and establish for all purposes in this Adversary Proceeding the following facts and issues of law:

Plaintiff(s)	Defendant(s)
<p>Jurisdiction and Venue:</p> <p>1. Alleged and not denied, and confirmed on the record that Jurisdiction exists and these are core proceedings pursuant to 28 U.S.C. § 1334 and § 157, and consented to final orders and judgment entered by the bankruptcy judge for all related to matters.</p>	
<p>Undisputed Facts:</p> <p>1. Thirty-three paragraphs of what are stated to be undisputed facts.</p>	<p>Undisputed Facts:</p> <p>1. Defendant believes that both parties, through their discussions and exchanges of documents to date, have agreed on the amount and timing of payments made.</p> <p>2. Defendant therefore believes that an agreed statement of facts could be submitted to the court, to avoid the need for trial.</p> <p>3. In addition, the chapter 13 trustee has responded to discovery served by the Defendant, the subject matter of which includes the addressing, timing, and amounts of payments that the trustee made to the Defendant under the Plan, and this discovery can also be brought to bear in any agreed statement.</p> <p>4. Defendant believes that the parties have essentially agreed, based on the public record of this case, as to the mailing address provided by the Debtors to the court and then used for mailing of notices in the chapter 13 case, including for the Plan and the relevant confirmation hearing.</p> <p>The Defendant thus believes that the Plaintiffs and the Defendant can reach</p>

	an agreed statement of specific facts in regard to these matters in lieu of live testimony.
<p>Disputed Facts:</p> <ol style="list-style-type: none"> 1. Is the Creditor Bound by the Confirmed/Discharge Plan. 2. Was the Payments made through Plan Properly Credited. 3. Defendant is liable for damages, as allowed for under the contract between the parties, equal to all attorney's fees and costs they will sustain as a result of bringing an action to the Chapter 13 Plan. 4. Defendant breached the terms of the contract when he failed to properly credit the funds of \$85,218.00 received pursuant to the confirmed plan. 5. As a direct and proximate result of Defendant's breach of the terms of the contract, Plaintiffs suffered damages. 6. Plaintiffs are entitled attorney fees by statute, Civil Code section 1717, and pursuant to the terms of the contract between the parties. 7. Defendant breached the terms of the contract when Defendant failed to release his lien. By contract, the Note and Second Deed of Trust contain an attorney's fees and cost provision for the benefit of Defendant. 	<p>Disputed Facts:</p> <ol style="list-style-type: none"> 1. No material facts should be in dispute with respect to the declaratory relief cause of action. 2. For the Breach of Contract claim, Defendant believes that there are a few factual issues related to the escrow was opened but the escrow did not close.
<p>Disputed Evidentiary Issues:</p> <ol style="list-style-type: none"> 1. None Identified. 	<p>Disputed Evidentiary Issues:</p> <ol style="list-style-type: none"> 1. None Identified
Relief Sought:	Relief Sought:

<ol style="list-style-type: none"> Judgment that the \$85,218.00 paid by the Trustee is properly credited against any balance remaining on the obligation owed Defendant that is secured by the 515 E. Tabor Ave Property (the “Property”). Judgment determining that after allowing for credit of the \$85,218.00, the remaining objection that is secured by the Property is \$245,672.91. Allowance of \$23,000.00 in attorney’s fees for Plaintiff-Debtor. For attorney’s fees and costs pursuant to the Contract and California Civil Code § 1717. 	<ol style="list-style-type: none"> Judgement that in his Counterclaim that failure of notice made the Plan unenforceable as to Defendant. Even if the Plan is enforceable as to Defendant, the Class 1 Plan treatment of Plaintiff-Debtor’s obligation to Defendant did not change the terms of that obligation because the obligation matured during the term of the Plan. Defendant seeks attorney’s fees and costs.
<p>Points of Law:</p> <ol style="list-style-type: none"> 11 U.S.C. 1328 11 U.S.C. 105(a) Civil Code section 1717 11 U.S.C. 944(a) 11 U.S.C. 945(a) Declaratory judgment pursuant to Rule 7001(9) of the Federal Rules of Bankruptcy Procedure (28 U.S.C.), invoking rules 7001(2) and 7001(6). 	<p>Points of Law:</p> <ol style="list-style-type: none"> Due Process requires that sufficient notice be provided to make Plan terms binding. <i>Piedmont Trust Bank v. Linkous (In re Linkous)</i>, 990 F.2d 160, 162 (4th Cir.1993) Notice not sufficient to disclose that Plan would value and bifurcate creditor’s claim. <i>In re Walsh</i>, 264 B.R. 482, 483–84 (Bankr. N.D. Ohio 2001)
<p>Abandoned Issues:</p> <ol style="list-style-type: none"> None 	<p>Abandoned Issues:</p> <ol style="list-style-type: none"> None
<p>Witnesses:</p> <ol style="list-style-type: none"> George Tedeschi Martin Alberto Ortega 	<p>Witnesses:</p> <ol style="list-style-type: none"> Martin Alberto Ortega; Maria Del Carmen Ortega;

<p>3. Maria Del Carmen Ortega</p>	<p>3. A representative of the office of David P. Cusick, the chapter 13 trustee; and</p> <p>4. Adrian G. Tedeschi.</p>
<p>Exhibits:</p> <p>1. Petition, Case Number #17-26064-E-13</p> <p>2. Adversary Proceeding number #23-0203-E</p>	<p>Exhibits:</p> <p>1. Documents filed in the underlying chapter 13 Case No. 17-260640-E-13, including but not limited to the Voluntary Petition and schedules, the Chapter 13 Plan confirmed in the case, and the Proofs of Claim filed in the case;</p> <p>2. Documents filed in this adversary proceeding No. 23-02023-E, including but not limited to the complaint and answer;</p> <p>3. Defendant's Interrogatories and Request for Production of Documents served on the chapter 13 trustee and the trustee's responses.</p>
<p>Discovery Documents:</p> <p>1. Proof of Claim</p> <p>2. Trustee's Payment History</p> <p>3. Placer Title Company - Estimate Closing Statement</p>	<p>Discovery Documents:</p> <p>1. Defendant's Interrogatories and Request for Production of Documents served on the chapter 13 trustee and the trustee's responses thereto.</p>
<p>Further Discovery or Motions:</p> <p>1. None</p>	<p>Further Discovery or Motions:</p> <p>1. None</p> <p>2. If there is an agreed statement of facts, then Motion judgment based thereon.</p>
<p>Stipulations:</p> <p>1. None</p>	<p>Stipulations:</p> <p>1. None</p>

Amendments: 1. None	Amendments: 1. None
Dismissals: 1. None	Dismissals: 1. None
Agreed Statement of Facts: 1. None	Agreed Statement of Facts: 1. Believes agreed statement of facts feasible.
Attorneys' Fees Basis: 1. 11 U.S.C. § 105(a) 2. California Civil Code § 1717	Attorneys' Fees Basis: 1. Contractual
Additional Items 1. None	Additional Items 1. None
Trial Time Estimation: Two Days	Trial Time Estimation: One Day

3. [17-27077-E-13](#) **MICHAEL SCALLIN**
[23-2022](#)
CAE-1

CONTINUED STATUS CONFERENCE RE:
COMPLAINT
2-16-23 [\[1\]](#)

**SCALLIN V. U.S. DEPARTMENT OF
EDUCATION**

Plaintiff's Atty: Peter L. Cianchetta
Defendant's Atty: unknown

Adv. Filed: 2/16/23
Summons Reissued: 3/7/23
Answer: 3/7/24

Nature of Action:
Dischargeability - student loan

Notes:
Continued from 2/21/24 by order filed 1/26/24 [Dckt 60]

The Status Conference is XXXXXXX
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SUMMARY OF COMPLAINT

The Complaint filed by Michael Scallin ("Plaintiff-Debtor"), Dckt. 1, asserts claims for the discharge of his Student Loan debt based on his income and expenses, which show that the \$95,103.14 in Student Loan debt creates an undue hardship on the Debtor.

SUMMARY OF ANSWER

The United States Department of Education ("Defendant") has filed an Answer, Dckt. 62, admitting and denying specific allegations. Two affirmative defenses are asserted by Defendant.

FINAL BANKRUPTCY COURT JUDGMENT

Plaintiff-Debtor alleges in the Complaint that jurisdiction for this Adversary Proceeding exists pursuant to 28 U.S.C. §§ 1334 and 157(a), and that this is a core proceeding arising under 11 U.S.C. § 523(a)(8). See 28 U.S.C. § 157(b)(2)(I). Complaint ¶¶ 1, 2, Dckt. 1.

In the Answer, Defendant refuses to respond to the allegations of federal court jurisdiction and that this is or is not a core matter proceeding. For a responsive pleading, Federal Rule of Bankruptcy

Procedure 12(b) applies in adversary proceeding. Fed. R. Bankr. P. 7012(b). The Bankruptcy Rules add a further responsive pleading requirement concerning whether the party consents or does not consent for the bankruptcy judge to issue final orders and judgment for non-core matters:

(b) Applicability of Rule 12(b)–(i) F.R.Civ.P. Rule 12(b)–(i) F.R.Civ.P. applies in adversary proceedings. A responsive pleading shall include a statement that **the party does or does not consent to entry of final orders or judgment by the bankruptcy court.**

Fed. R. Bank. P. 7012(b) (emphasis added).

Defendant further asserts in the Answer, ¶ 2, that Plaintiff has not properly served the Defendant, the deficient service is not waived, and that there is no jurisdiction over the Debtor in the Adversary Proceeding in which Defendant has now filed an Answer. No assertion is made as to how service was defective and why the voluntary filing of an Answer is not a waiver of any deficiency in service submission to Federal Court jurisdiction that exists as a matter of Federal Law.

Though the Defendant elects not to respond to allegations of federal court jurisdiction and this being a core proceeding, federal court jurisdiction exists for this uniquely Federal Law issue of whether a student loan obligation is dischargeable under the United States Bankruptcy Code. Additionally, this Congressionally created right to the discharge of the debt arising under Federal Law is a core matter proceeding for which the bankruptcy judge enters the final orders and judgment. 28 U.S.C. § 157(b)(2)(I).

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

ISSUANCE OF PRE-TRIAL SCHEDULING ORDER

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

a. Plaintiff-Debtor alleges in the Complaint that jurisdiction for this Adversary Proceeding exists pursuant to 28 U.S.C. §§ 1334 and 157(a), and that this is a core proceeding arising under 11 U.S.C. § 523(a)(8). See 28 U.S.C. § 157(b)(2)(I). Complaint ¶¶ 1, 2, Dckt. 1. In the Answer, Defendant refuses to respond to the allegations of federal court jurisdiction and that this is or is not a core matter proceeding.

Though the Defendant elects not to respond to allegations of federal court jurisdiction and this being a core proceeding, federal court jurisdiction exists for this uniquely Federal Law issue of whether a student loan obligation is dischargeable under the United States Bankruptcy Code. Additionally, this Congressionally created right to the discharge of the debt arising under Federal Law is a core matter proceeding for which the bankruptcy judge enters the final orders and judgment. 28 U.S.C. § 157(b)(2)(I).

To the extent that any issues in the existing Complaint as of the Status Conference at which the Pre-Trial Conference Order was issued in this Adversary Proceeding are “related to”

matters, the parties consented on the record to this bankruptcy court entering the final orders and judgement in this Adversary Proceeding as provided in 28 U.S.C. § 157(c)(2) for all issues and claims in this Adversary Proceeding referred to the bankruptcy court.

- b. Initial Disclosures shall be made on or before **xxxxxxx, 2024**.
- c. Expert Witnesses shall be disclosed on or before **xxxxxxx, 2024**, and Rebuttal Expert Witnesses, if any, shall be disclosed on or before **xxxxxxx, 2024**.
- d. Discovery closes, including the hearing of all discovery motions, on **xxxxxxx, 2024**.
- e. Dispositive Motions shall be heard before **xxxxxxx, 2024**.
- f. The Pre-Trial Conference in this Adversary Proceeding shall be conducted at **2:00 p.m. on xxxxxx, 2024**.

FINAL RULINGS

4. [24-20699-E-11](#) EXTENDED FAMILY TRUST STATUS CONFERENCE RE:
[CAE-1](#) 2-25-24 [\[1\]](#)
VOLUNTARY PETITION

DEBTOR DISMISSED: 03/11/24

Debtor's Atty: Robert McCann

Notes:

Order Dismissing Case for Failure to Timely File Document(s) filed 3/11/24 [Dckt 16]

Chapter 11 Subchapter V Trustees Report of No Distribution filed 3/18/24 [Dckt 18]

This Status Conference is concluded and removed from the Calendar.

MAY 1, 2024 STATUS CONFERENCE

This Bankruptcy Case was dismissed on March 11, 2024. The Status Conference is concluded and removed from the Calendar.