

**UNITED STATES BANKRUPTCY COURT**

Eastern District of California

**Honorable Ronald H. Sargis**

Chief Bankruptcy Judge

Sacramento, California

**May 30, 2018, at 2:00 p.m.**

1. [10-21200-E-7](#) **ROBERT CLOSE**  
[18-2004](#)

**CONTINUED STATUS CONFERENCE**  
**RE: COMPLAINT**  
**1-12-18 [1]**

**CLOSE V. BEN'S TRUCK &  
EQUIPMENT, INC.**

**Final Ruling:** No appearance at the May 30, 2018 status conference is required.  
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Plaintiff's Atty: Jeffrey S. Ogilvie  
Defendant's Atty: David M. Brady  
Adv. Filed: 1/12/18  
Answer: none  
Nature of Action:  
Dischargeability - other

**The court having entered the judgment in this Adversary Proceeding on May 24, 2018 (Dckt. 29), the Status Conference is concluded and removed from the Calendar.**

The Clerk of the Court may close the file for this Adversary Proceeding after June 30, 2018, if no post-judgment motions or appeals are pending.

2. [12-37605-E-13](#) CLEA JACOBS  
[18-2026](#)

STATUS CONFERENCE RE:  
COMPLAINT  
3-21-18 [\[1\]](#)

JACOBS V. J.P. MORGAN CHASE,  
N.A.

Plaintiff's Atty: John G. Downing  
Defendant's Atty: unknown

Adv. Filed: 3/21/18  
Answer: none

Nature of Action:  
Validity, priority or extent of lien or other interest in property

**The Status Conference is XXXXXXXXXXXXXXXXXXXXXX.**

Notes:

### **MAY 30, 2018 STATUS CONFERENCE**

#### **SUMMARY OF COMPLAINT**

Clea Mills Jacobs, the Plaintiff-Debtor, filed her complaint for Judgment Voiding Lien on March 21, 2018. The Complaint alleges that Defendant J.P. Morgan Chase, N.A. has a claim secured by a second deed of trust recorded against the Archery View Property. On January 23, 2013, Defendant filed a Notice of Satisfaction of the Claim. Complaint ¶ 6.

It is further alleged that Defendant's claim was valued at \$0.00 by the court and so provided for in Plaintiff-Debtor's confirmed Chapter 13 Plan. Plaintiff-Debtor has completed her plan and has received a discharge in her Chapter 13 bankruptcy case.

Plaintiff-Debtor asserts that she is entitled to a "Judgment Voiding the Lien." From the Complaint, it appears that Plaintiff-Debtor is seeking a judgment quieting title and determining the deed of trust void (not voiding an otherwise valid lien), there being no obligation remaining for it to secure. *See Martin v. CitiFinancial Services, Inc. (In re Martin)*, 491 B.R. 122 (Bankr. E.D. Cal. 2013); *In re Frazier*, 448 B.R. 803 (Bankr. E.D. Cal. 2011), *affd.*, 469 B.R. 803 (E.D. Cal. 2012) (discussing "lien stripping" in a Chapter 13 case).

## SUMMARY OF ANSWER

No Answer or other responsive pleading has been filed by named Defendant J.P. Morgan Bank, N.A. The Certificate of Service for the Summons and Complaint reflects services as required under Federal Rule of Bankruptcy Procedure 7004.

## FINAL BANKRUPTCY COURT JUDGMENT

Plaintiff 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)(J). Complaint ¶ 1, Dckt. 1.

## ISSUANCE OF PRE-TRIAL SCHEDULING ORDER

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

- A. The Plaintiff alleges that jurisdiction exists for this Adversary Proceeding 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)(J). Complaint ¶ 1, Dckt. 1. The Defendant admits the jurisdiction and that this is a core proceeding. Answer, ¶¶ X, X, Dckt. X. 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 proceedings, 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 claims and issues in this Adversary Proceeding referred to the bankruptcy court.
- B. Initial Disclosures shall be made on or before -----, **2018**.
- C. Expert Witnesses shall be disclosed on or before -----, **2018**, and Expert Witness Reports, if any, shall be exchanged on or before -----, **2018**.
- D. Discovery closes, including the hearing of all discovery motions, on -----, **2018**.
- E. Dispositive Motions shall be heard before -----, **2018**.
- F. The Pre-Trial Conference in this Adversary Proceeding shall be conducted at ----- **p.m. on -----, 2018**.

3. [17-27740](#)-E-13      RANDY KEMP  
[17-2227](#)

CONTINUED STATUS CONFERENCE  
RE: COMPLAINT  
12-4-17 [\[1\]](#)

**KEMP V. TIDALWAVE FINANCE  
CORP.  
ADVERSARY PROCEEDING CLOSED:  
05/11/2018**

**Final Ruling:** No appearance at the May 30, 2018 status conference is required.  
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Plaintiff's Atty: Pro Se  
Defendant's Atty: Christopher R. Blevins

Adv. Filed: 12/4/17  
Answer: none

Nature of Action:  
Recovery of money/property - turnover of property  
Injunctive relief - other

**The Adversary Proceeding having been dismissed pursuant to order of the court (Dckt. 20), the Status Conference is concluded and removed from the calendar.**

Notes:  
[CRB-6] Order granting motion to dismiss filed 4/23/18 [Dckt 20]

4. [16-20743-E-7](#) ANNA PETERSON  
[17-2234](#)

CONTINUED STATUS CONFERENCE  
RE: COMPLAINT  
12-8-17 [1](#)

THOMPSON V. PETERSON

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

Adv. Filed: 12/8/17  
Summons Reissued: 3/2/18  
Answer: none

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

**The Status Conference is XXXXXXXXXXXXXXXXXX.**

Notes:

Continued from 2/21/18 to allow Plaintiff to determine whether he desires to pursue this action or will dismiss the Complaint without prejudice. If Plaintiff is not actively prosecuting this Adversary Proceeding or has not dismissed this Adversary Proceeding by the time of the continued status conference, the court shall dismiss the Complaint without prejudice at that time, without further notice or hearing.

Request for Entry of Default by Plaintiff(s) filed 2/21/18 [Dckt 8]; Memorandum re: Default Papers filed 2/23/18 [Dckt 10]

Summons reissued 3/2/18 [Dckt 14]

Request for Entry of Default by Plaintiff(s) filed 5/2/18 [Dckt 18]; Memorandum re: Default Papers filed 5/3/18 [Dckt 19]

Request for Entry of Default by Plaintiff(s) filed 5/18/18 [Dckt 20]

Objection to Notice of Adverse Action filed 5/21/18 [Dckt 22]

**MAY 30, 2018 STATUS CONFERENCE**

## **SUMMARY OF COMPLAINT**

Kevin Thomspson, the Plaintiff in pro se, has filed a complaint to have the court determine that Defendant-Debtor's obligations arising out of a Placer County Superior Court proceeding are nondischargeable as support obligations.

## **SUMMARY OF ANSWER**

Anna Peterson, the Defendant-Debtor, has not filed an answer, but she filed an "Objection to Notice of Adverse Action." Dckt. 22. In it, she states that a discharge was entered in her Chapter 7 bankruptcy case on December 19, 2017. She further asserts that she has not been "personally served" with the Summons and Complaint.

On Defendant-Debtor's pleadings, she identifies her address as P.O. Box 469. That is the same "address" as shown in the court's file for her Chapter 7 bankruptcy case. No. 16-20743.

The present Complaint was filed on December 8, 2017.

## **ISSUE PRESENTED**

The issue presented to the court is a matter of law, for which an obligation is nondischargeable as a matter of law. 11 U.S.C. § 523(a)(5) provides:

(a) A discharge under section 727, 1141, 1228(a), 1228(b), or 1328(b) of this title does not discharge an individual debtor from any debt—

...

(5) for a domestic support obligation;

Such is nondischargeable by operation of law, with no judgment for nondischargeability required. In situations when a dispute exists whether something is a nondischargeable domestic support obligation, the court may enter a judgment making such determination. Such determination is a core proceeding arising under the Bankruptcy Code and 28 U.S.C. §§ 1334 and § 157 and the referral of bankruptcy cases and all related matters to the bankruptcy judges in this District. E.D. Cal. Gen Order 182, 223.

The term "Domestic Support Obligation" is a federal law defined term as set forth in 11 U.S.C. § 101(14A) as follows:

(14A) The term "domestic support obligation" means a debt that accrues before, on, or after the date of the order for relief in a case under this title, including interest that accrues on that debt as provided under applicable nonbankruptcy law notwithstanding any other provision of this title, that is—

(A) owed to or recoverable by—

(i) a spouse, former spouse, or child of the debtor or such child's parent, legal guardian, or responsible relative; or

(ii) a governmental unit;

(B) in the nature of alimony, maintenance, or support (including assistance provided by a governmental unit) of such spouse, former spouse, or child of the debtor or such child's parent, without regard to whether such debt is expressly so designated;

(C) established or subject to establishment before, on, or after the date of the order for relief in a case under this title, by reason of applicable provisions of—

(i) a separation agreement, divorce decree, or property settlement agreement;

(ii) an order of a court of record; or

(iii) a determination made in accordance with applicable nonbankruptcy law by a governmental unit; and

(D) not assigned to a nongovernmental entity, unless that obligation is assigned voluntarily by the spouse, former spouse, child of the debtor, or such child's parent, legal guardian, or responsible relative for the purpose of collecting the debt.

## **ISSUES ADDRESSED AT STATUS CONFERENCE**

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5. [11-49043-E-13](#)      **VICKI DAHLQUIST**  
[18-2011](#)

**STATUS CONFERENCE RE:**  
**COMPLAINT**  
**2-7-18 [1]**

**DAHLQUIST V. HSBC MORTGAGE**  
**CORP. ET AL**

**Final Ruling:** No appearance at the May 30, 2018 status conference is required.  
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Plaintiff's Atty: Peter G. Macaluso  
Defendant's Atty: Michael R. Hogue

Adv. Filed: 2/7/18  
Answer: none

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

**The Adversary Proceeding having been dismissed by order of the court (Dckt. 21), the Status Conference is concluded and removed from the calendar.**

Notes:  
Order dismissing adversary proceeding filed 5/19/18 [Dckt 21]



6. [13-24657-E-13](#)      **MICHAEL FARRACE**  
[17-2040](#)

**FARRACE V. NEW PENN FINANCIAL,  
LLC**

**PRE-TRIAL CONFERENCE RE:  
COMPLAINT FOR DECLARATORY  
RELIEF, VIOLATION OF THE  
AUTOMATIC STAY AND RELATED  
STATE AND FEDERAL CAUSES OF  
ACTION  
3-20-17 [1]**

Plaintiff's Atty: Gary Ray Fraley  
Defendant's Atty: Erin M. McCartney

Adv. Filed: 3/20/17  
Answer: 5/10/17

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

**The Pretrial Conference is XXXXXXXXXXXXXX.**

Notes:  
Scheduling order -  
Initial disclosures by 6/16/17  
Disclose experts by 11/10/17  
Exchange expert reports by 12/1/17  
Close of discovery 1/26/18  
Dispositive motions heard by 3/30/18

[EMM-1] Defendant's New Penn Financial, LLC dba Shellpoint Mortgage Servicing's Motion for Summary Judgment or in the Alternative Partial Summary Judgment filed 1/8/18[Dckt 15]; Order denying filed 3/22/18 [Dckt 34]

[PLC-3] Substitution of Attorney of Record [for Debtor] filed 5/8/18 [Dckt 35]; Order granting filed 5/9/18 [Dckt 37]

### **MAY 30, 2018 PRETRIAL CONFERENCE**

#### **Discussion of Issues at Pretrial Conference**

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On May 9, 2018, the court entered an order substituting Peter Cianchetta, Esq. as counsel for the Plaintiff-Debtor. Dckt. 37.

No Pretrial Conference Statement has been filed by Plaintiff-Debtor.

Defendant New Penn Financial, LLC, dba Shellpoint Mortgage Servicing, filed its Pretrial Statement on May 23, 2018. Dckt. 38. Defendant states for undisputed facts:

- A. This is a core proceeding, and to the extent that the Complaint states any non-core matters, Defendant consents to the final orders and judgment to be entered by the bankruptcy judge. (Reconfirming the consent given on the record at the Pretrial Conference.)
- B. The asserted undisputed facts concerning Plaintiff-Debtor obtaining a loan and how that obligation now rests with Defendant as the loan servicer.
- C. At the time the Chapter 13 bankruptcy case was filed by Plaintiff-Debtor, there was an arrearage of \$50,233.27 on the loan obligation.
- D. Defendant has provided its responses to discovery.

Defendant also notes that due to a health impairment of former counsel, Plaintiff-Debtor has new counsel, and the parties are engaging in settlement discussions, believing (hoping) that a settlement is possible.

For Disputed Facts, Defendant asserts:

- A. There has been no violation of the automatic stay relating to the application of payments, tax reporting, or the taking of monies from Plaintiff-Debtor.
- B. That there were no errors in post-petition notices, and no harm was suffered by Plaintiff-Debtor.
- C. That Defendant has provided accurate tax reporting information.
- D. That Defendant did not divert any monies or apply them improperly.
- E. That Defendant did not engage in any unlawful, fraudulent, or unfair business practices relating to tax reporting, interest rate payments, escrow payments, reporting of principal payments, or taking of monies from Plaintiff-Debtor.

#### **MAY 31, 2017 STATUS CONFERENCE**

The Status Conference was concluded, with the court to issue a supplemental order specifying the 2018 Pretrial Conference date.

## **SUMMARY OF COMPLAINT**

Michael Farrace (“Plaintiff-Debtor”) alleges that in his Chapter 13 bankruptcy case his Chapter 13 Plan was confirmed. A dispute has arisen concerning the amount of Defendant’s claim in the bankruptcy case, it now being stated higher than that computed by Plaintiff-Debtor based on the proof of claim filed in the bankruptcy case. It is asserted that Defendant violated the automatic stay by misapplying the Chapter 13 Plan payments.

The Second Claim for Relief is an objection to proof of claim.

The Third Claim for Relief seeks a declaration of whether Plaintiff-Debtor is current on all payments due Defendant under the Chapter 13 Plan. (It does not appear that this is actually a request for declaratory relief to guide future conduct, but for a determination of the obligations existing for the past conduct of the Parties).

The Fourth Claim for Relief is for conversion, the misapplication of the plan payments by Defendant. The Fifth Claim for Relief is stated to be for violation of California Business and Professions Code §§ 17200 et seq. Contractual and statutory attorneys fees are requested by Plaintiff-Debtor.

## **SUMMARY OF ANSWER**

New Penn Financial, dba Shellpoint Mortgage Servicing (“Defendant”) has filed an answer admitting and denying specific allegations in the Complaint.

## **FINAL BANKRUPTCY COURT JUDGMENT**

Plaintiff 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). Plaintiff-Debtor also expressly consents to the bankruptcy judge issuing all orders and final judgment for the Complaint. Complaint 2, 3, 4; Dckt. 1. In its answer, New Penn Financial Service, LLC, Defendant, admits the allegations of jurisdiction and core proceedings. Defendant also consents to the bankruptcy judge issuing all orders and the final judgment on this Complaint. Answer 2, 3, Dckt. 7.

7. [12-24772-E-13](#)      WESLEY/KAREN COCHRAN  
[17-2228](#)

CONTINUED STATUS CONFERENCE  
RE: COMPLAINT  
12-4-17 [[1](#)]

COCHRAN ET AL V. HSBC MORTGAGE  
SERVICES, INC. ET AL

**Final Ruling:** No appearance at the May 30, 2018 status conference is required.  
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Plaintiff's Atty: Peter G. Macaluso

Defendant's Atty:

Unknown [HSBC Mortgage Services, Inc.]

Jennifer C. Wong [Select Portfolio Servicing, Inc.]

Adv. Filed: 12/4/17

Answer:

1/3/18 [Select Portfolio Servicing, Inc.]

Nature of Action:

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

**The Adversary Proceeding having been dismissed by order of the court (Dckt. 21), the Status Conference is concluded and removed from the Calendar.**

Notes:

Order Dismissing Adversary Proceeding filed 5/19/18 [Dckt 21]

Debtor's Atty: Mikalah R. Liviakis

**The Status Conference is XXXXXXXXXXXXXXXXXXXX.**

Notes:

Continued from 3/21/18 to be conducted after the 4/19/18 confirmation hearing.

Operating Reports filed: 4/3/18; 5/15/18

[MRL-4] Order dismissing confirmation hearing without prejudice filed 4/23/18 [Dckt 72]

[MRL-5] Motion to Convert Case to Chapter 7 filed 5/1/18 [Dckt 73], set for hearing 6/28/18

**MAY 30, 2018 STATUS CONFERENCE**

On May 1, 2018, the Debtor in Possession filed a Motion to Convert this case to one under Chapter 7. Dckt. 73. The grounds are stated to be that Debtor in Possession cannot reorganize the business without a compromise being reached with the Internal Revenue Service and Department of Education to reduce their claims. Attempts at such are reported by Debtor in Possession as having been unsuccessful.

On the March 2018 Monthly Operating Report (untimely filed on May 14, 2018), Debtor in Possession reports having received \$10,879 in income during March. Debtor's expenses for that month total \$9,489, all of which appear to be personal expenses, except for \$671 of non-specific "work related expenses." Dckt. 79 at 4.

At the Status Conference XXXXXXXXXXXXXXXXXXXX

9. [12-24491-E-13](#) [18-2025](#) SCOTT/KIMBERLY TRICOMO STATUS CONFERENCE RE:  
COMPLAINT  
3-15-18 [1](#)

TRICOMO ET AL V. JPMORGAN  
CHASE BANK, N.A.

Plaintiff's Atty: Peter G. Macaluso  
Defendant's Atty: Matthew S. Henderson

Adv. Filed: 3/15/18  
Answer: 5/16/18

Nature of Action:  
Validity, priority or extent of lien or other interest in property  
Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)  
Dischargeability - willful and malicious injury

**The Status Conference is continued to xxxx, 2018.**

Notes:

### **MAY 30, 2018 STATUS CONFERENCE**

#### **SUMMARY OF COMPLAINT**

Scott and Kimberly Tricomo, the Plaintiff-Debtor, filed a Complaint that seeks relief in the nature of quiet title—determination that a lien is void upon completion of their Chapter 13 Plan, breach of contract damages for failing to reconvey the deed of trust after completion of the Plan, \$500.00 statutory damages, and attorney's fees and costs.

#### **SUMMARY OF ANSWER**

JP Morgan Chase Bank, N.A., Defendant, has filed its Answer (Dckt 10), specifically admitting and denying allegations in the Complaint. Defendant also asserts twelve affirmative defenses.

#### **REQUIRED PLEADING OF CORE AND NON-CORE MATTERS, CONSENT OR NON-CONSENT TO NON-CORE MATTER**

The basic pleading requirements of Federal Rule of Civil Procedure 8 for a complaint, including that the complaint "[m]ust contain: (1) a short and plain statement of the grounds for the court's jurisdiction...", apply to complaints in Adversary Proceedings. In add to incorporating Rule 8, Federal Rule of Bankruptcy Procedure 7008 adds the addition pleading requirement concerning whether the matters in the complaint are core or non-core:

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

FED. R. BANKR. P. 7008 (emphasis added).

For a responsive pleading, Federal Rule of Bankruptcy Procedure 12(b) applies in adversary proceedings. FED. R. BANKR. P. 7012(b). The Bankruptcy Rules add a further responsive pleading requirement concerning whether the matters are core or non-core, as well as the consent or non-consent for non-core matters by the responding party:

(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 admit or deny an allegation that the proceeding is core or non-core.** If the response is that the proceeding is **non-core, it shall include a statement that the party does or does not consent** to entry of final orders or judgment by the bankruptcy judge. In non-core proceedings final orders and judgments shall not be entered on the bankruptcy judge's order except with the express consent of the parties.

FED. R. BANK. P. 7012(b) (emphasis added).

In the Complaint, Plaintiff-Debtor alleges federal court jurisdiction in Paragraph 2, that this is a core matter proceeding in Paragraph 3, and affirmatively consents to the bankruptcy judge issuing all final orders and the judgment for all non-core matters as stated in the Complaint. Dckt. 1.

In the Answer, notwithstanding the requirements of Federal Rule of Bankruptcy Procedure 7012, Defendant states that:

1. It need not respond to the allegations of federal court jurisdiction in Paragraph 2 of the Complaint (Answer ¶ 2, Dckt. 10);
2. It need not respond to the allegations of this being a core matter proceeding in Paragraph 3 of the Complaint (Answer ¶ 3); and
3. It need not respond to the statement in Paragraph 4 of the Complaint that Plaintiff-Debtor consents to the bankruptcy judge to determine non-core matters and that Defendant need not comply with Federal Rule of Bankruptcy Procedure 7012(b) and state its consent or non-consent for such determination of non-core matters (Answer ¶ 4).

That “expungement” of the pleading requirements ordered by the United States Supreme Court in the Federal Rules of Bankruptcy Procedure causes the court to look further at the answer. It appears that almost all, if not all, of Defendant’s responses are based on:

“To the extent a response is required, Chase lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in said paragraph and, therefore, such response , as a matter of law, has the effect of a denial of each and every allegation therein.”

It appears that JP Morgan Chase Bank, N.A. and its counsel are uniformly uninformed and lack knowledge or information to make any affirmative or negative response to the allegations in the Complaint. FN.1.

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FN.1. The court addresses this point to highlight what could, in the right case, result in a terrible result from the improper pleading practice if in front of a “cranky judge.” As shown below, the parties and their respective counsel have responsibly worked to actually resolve the underlying issues. However, even when the parties “know” that it will be worked out, improper pleading practices are not allowed.

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### **Responsible Conduct of the Parties**

The parties and their counsel in this case have acted in a responsible manner and clearly have worked to resolve these disputes. JP Morgan Chase Bank, N.A. has reconveyed the deed of trust, resolving that issue rather than “holding out” to try to leverage the settlement. Defendant Status Conference Statement, Dckt. 12. Such conduct is reflective of a “better practices” approach by such creditor and the counsel representing them. Such “better practices” are not lost on consumer counsel and the court.

Defendant also states that the parties are negotiating terms to wrap up this matter. The court has seen in other proceedings the two counsel in this case effectively represent their respective clients and resolve matters without causing the parties to incur otherwise unnecessary expense and delay.

Defendant requests that the court continue the Status Conference to afford the parties time to conclude their discussions and hopefully conclude this matter without further proceedings. Defendant states that there is an outstanding request to Plaintiff-Debtor’s counsel to agree to such a continuance.



10. [10-26293-E-13](#) [18-2018](#) LIDOINE/GUADALUPE PEREZ STATUS CONFERENCE RE:  
COMPLAINT  
2-26-18 [1](#)

PEREZ ET AL V. GREEN TREE  
SERVICING, LLC ET AL

**Final Ruling:** No appearance at the May 30, 2018 status conference is required.

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Plaintiff's Atty: Peter G. Macaluso  
Defendant's Atty: unknown

Adv. Filed: 2/26/18  
Answer: none

Nature of Action:  
Validity, priority or extent of lien or other interest in property  
Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)  
Dischargeability - willful and malicious injury

**The Status Conference is continued to 2:00 p.m. on July 11, 2018, to afford the parties the opportunity to focus on their settlement negotiations and documentation thereof.**

Notes:  
Stipulation to Extend Time to File an Answer to Complaint filed 3/28/18 [Dckt 8]  
  
Notice of Settlement filed 4/25/18 [Dckt 10]