UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Chief Bankruptcy Judge
Modesto, California

August 29, 2019 at 2:00 p.m.

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1. 18-90702-E-7 **MICHAEL EVANS AND** **STATUS CONFERENCE RE:**
19-9011 **CHRISTINA SMITH** **COMPLAINT**
EVANS ET AL V. NAVIENT **6-26-19 [1]**
SOLUTIONS, INC. ET AL

Final Ruling: No appearance at the August 29, 2019 Status Conference is required.

Plaintiff's Atty: Pro Se
Defendant's Atty:
Dennis Winters [Navient Solutions, Inc.]
Unknown [Internal Revenue Service]
Miriam Hiser [Educational Credit Management Corporation]
["ECMC is a guaranty agency under the Federal Family Education Loan program ("FFELP"). Pursuant to that role, it is receiving transfer of a consolidation loan on which debtor Christina Smith is liable. ECMC will file a formal motion to be added as a party defendant if needed when the transfer is complete."]

Adv. Filed: 6/26/19
Answer:
7/22/19 [Navient Solutions, Inc.]
7/25/19 [Educational Credit Management Corporation]

Nature of Action:
Dischargeability - student loan
Dischargeability - other

Notes:

The Status Conference is continued to 10:00 a.m. on September 19, 2019 (Specially Set Time due to court calendaring "challenges").

Continuance of Status Conference

As discussed below, there are substantial issues as to service of the summons and complaint, what is being asserted, and who the real parties to this Adversary Proceeding are and who needs to actually be substituted in.

Further, it is unclear the relief Plaintiff-Debtor is seeking and the basis. The statement that Congress has enacted no positive law that student loan debt is nondischargeable is contradicted by Plaintiff-Debtor's citation to 11 U.S.C. § 523(a)(8). While talking about rebutting the issue of undue burden, there are no allegations of and requests seeking such determination thereof.

Before the court blunders forward in this Adversary Proceeding, the real parties will be identified and substituted in, the Plaintiff-Debtor will confirm the relief sought and whether this is the actual complaint which states the claim upon which Plaintiff-Debtor's action will live or die, and documentation of sufficient service provided so that the court has a good faith belief that its orders and judgment are effective and not void for lack of personal jurisdiction.

SUMMARY OF COMPLAINT

The Plaintiff-Debtor, Michael Evans and Christina Smith ("Plaintiff-Debtor"), commenced this Adversary Proceeding with the filing of a complaint on June 26, 2019. Dckt. 1. The allegations in the Complaint include:

1. The Plaintiff-Debtor seeks relief from discharge of tax debt due to financial hardship and insolvency.

2. Taxes were assess by the Internal Revenue Service.

3. Plaintiff-Debtor disputes an unsecured claim of defendant Navient in the amount of $53,629.44. That debt was scheduled as a disputed debt by Plaintiff-Debtor in their Chapter 7 bankruptcy case.

4. The deadline for filing objections to discharge or for nondischargeability of debt expired, with no such relief sought by Navient.

5. After the discharge was entered in December 2018, it is alleged that Defendant Navient changed the information provided to consumer reporting agencies about the debt, with the changed information reporting the debt as paid and that the remaining balance was $0.

6. Though reporting the debt as paid and the balance $0 on Plaintiff-Debtor's consumer report, Defendant-Navient began in 2019 sending billing notices and attempting to collect the debt which was reported as paid, had a $0 balance, and was discharged in the Chapter 7 bankruptcy case.

7. Plaintiff-Debtor listed on their schedules a debt in the amount of $2,433.46 of the Internal Revenue Service for the 2016 tax year as disputed. The Internal Revenue Service did not object to Plaintiff-Debtor's discharge or that any such obligation should be nondischargeable.

8. On Plaintiff-Debtor's credit report the tax obligation for the 2016 tax year is show as being $0 and it is noted to be that amount due to the Chapter 7 bankruptcy case.

9. In 2019, after entry of Debtor's discharge, the Internal Revenue Service began collection efforts on the alleged $2,522.67 tax debt for 2016 which is stated to be $0 on Plaintiff-Debtor's credit report.

10. Plaintiff-Debtor sent a dispute of the 2016 tax amount, made under penalty of perjury, and notified the Internal Revenue Service that unless it responded with a sufficient counter affidavit within thirty-days, Plaintiff-Debtor's dispute would stand.

11. The Internal Revenue Service did not respond with a counter affidavit, but continued in its attempts to collect that asserted obligation.

12. The relief requested by Plaintiff-Debtor is:

> A. The court "make clear that the above-listed accounts. . .were discharged. . . and each of the Defendants are not entitled to collect on such discharged debt. . . ."

While providing some very detailed allegations, the Complaint includes some unusual statements of law. One is that while it might be asserted that the student loan obligation is nondischargeable pursuant to 11 U.S.C. § 523(a), which was enacted by Congress pursuant to Article I of the United States Constitution and is part of the supreme law of the law, second only to the United States Constitution,

> Defendant Navient may argue that student loan debt is not dischargeable pursuant to 11 USC 523(a)(8), however,[t]his part of the code is not positive law. Current Statutory law written by Untied States Congress has no provision excepting discharge of student loans. Statutory text appearing in a nonpositive law title may be rebutted by showing that the wording in the underlying statute is different. In other words, any case law on "undue hardship" made as legal opinion expressed via judicial decisions on non-positive law (prima facie code) is rebuttable.

Complaint ¶ 16, Dckt. 1.

Going to the specific Bankruptcy Code section referenced by the Plaintiff-Debtor and the related provisions in said §523, Congress has provided therein, and the President signed into law, the following provision relating to the nondischargeability of student debt obligations:

§ 523. Exceptions to discharge

(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—

> . . .
> (8) unless excepting such debt from discharge under this paragraph would impose an undue hardship on the debtor and the debtor's dependents, for—

(A)

(i) an educational benefit overpayment or loan made, insured, or guaranteed by a governmental unit, or made under any program funded in whole or in part by a governmental unit or nonprofit institution; or

(ii) an **obligation to repay funds received as an educational benefit, scholarship, or stipend**; or

(B) any other **educational loan that is a qualified education loan**, as defined in section 221(d)(1) of the Internal Revenue Code of 1986 [26 USCS § 221(d)(1)], incurred by a debtor who is an individual;
. . .

11 U.S.C. § 523(a)(8). On its face, it appears that Congress has affirmatively, positively stated that a discharge in bankruptcy does not discharge the obligation to pay the above "student loan" obligations. However, such positive statement is qualified by the "impose undue hardship" language.

In 11 U.S.C. § 523(c)(1) Congress specifies the three grounds for nondischargeability for which the creditor must commence an adversary proceeding and seek an affirmative judicial determination that grounds exist for the debt to be non-dischargeable - 11 U.S.C. §§ 523 (a)(2) [fraud], (4) [breach of fiduciary duty/embezzlement/theft], and (6) [willful and malicious injury]. Those provision are not at play in this litigation as framed by Plaintiff-Debtor.

The Supreme Court provides in Federal Rule of Bankruptcy Procedure 4007(b) that a complaint, other than for the grounds stated in 11 U.S.C. § 523(c), may be filed at any time.

Here, Plaintiff-Debtor has now initiated such a complaint, though it does not appear to allege grounds that the nondischargeability pursuant to 11 U.S.C. § 523(a)(8) would impose an undue burden. As discussed in Collier on Bankruptcy, Sixteenth Ed, ¶ 523.14[3] (emphasis added):

[3] Discharge Based on Undue Hardship; §523(a)(8)

Section 523(a)(8) is the "hardship" provision, which allows the court to discharge an otherwise nondischargeable student loan if excepting the debt from discharge will impose an undue hardship on the debtor or the debtor's dependents. **This exemption from the exception to discharge requires the bankruptcy judge to determine whether payment of the debt will cause undue hardship on the debtor and his dependents**, thus defeating the "fresh start" concept of the bankruptcy laws. There may well be circumstances that justify failure to repay a student loan, such as illness or incapacity. When the court finds that such circumstances exist, it may order the debt discharged.

The Supreme Court has stated that section 523(a)(8) is "self-executing" and **that "[u]nless the debtor affirmatively secures a hardship determination, the discharge order will not include a student loan debt**." [21]In other words, **student loan debt remains due until there is a determination that the loan is dischargeable**.[22]

FN. 21. *Tennessee Student Assistance Corp. v. Hood*, 541 U.S. 440, 124 S. Ct. 1905, 1912, 158 L. Ed. 2d 764, 51 C.B.C.2d 627 (2004); *Ekenasi v. Educational Resouces Inst. (In re Ekanasi)*, 325 F.3d 541 (4th Cir. 2003).

FN. 22. *Underwood v. United Student Aid Funds, Inc. (In re Underwood)*, 299 B.R. 471 (Bankr. S.D. Ohio 2003).

To assist the parties, the court provides the direct quote from the Supreme Court concerning the "self-executing" nature of the Congressional provision of nondischargeability.

> But in 1976, Congress provided a significant benefit to the States by making it more difficult for debtors to discharge student loan debts guaranteed by States. Education Amendments of 1976, § 439A(a), 90 Stat 2141 (codified at 20 U.S.C. § 1087-3 (1976 ed.), repealed by Pub L 95-598, § 317, 92 Stat 2678). That benefit is currently governed by 11 U.S.C. § 523(a)(8), which provides that student **loan debts guaranteed by governmental units are not included in a general discharge order unless excepting the debt from the order would impose an "undue hardship" on the debtor.** See also § 727(b) (providing that a discharge under § 727(a) discharges the debtor from all prepetition debts except as listed in § 523(a)).
>
> **Section 523(a)(8) is "self-executing.**" Norton § 47:52, at 47-137 to 47-138; see also S. Rep. No. 95-989, p 79 (1978). **Unless the debtor affirmatively secures a hardship determination, the discharge order will not include a student loan debt**. Norton § 47:52, at 47-137 to 47-138. Thus, the major difference between the discharge of a student loan debt and the discharge of most other debts is that governmental creditors, including States, that choose not to submit themselves to the court's jurisdiction might still receive some benefit: The debtor's personal liability on the loan may survive the discharge.

Tenn. Student Assistance Corp. v. Hood, 541 U.S. 440, 449-450 (2004) (emphasis added).

A similar legal conclusion is stated with respect to an assertion that certain tax obligations are nondischargeable as Congress has provided in 11 U.S.C. § 523(a)(1).

It is unclear from the Complaint what is being asserted as, or if there is a determination requested, that the automatic nondischargeabilty of the student loan debt constitutes a statutory undue burden and the positive statutory nondischargeabilty provision of 11 U.S.C. § 523(a)(8) should be retroactively terminated by this court.

SUMMARY OF ANSWER

Navient Solutions, LLC, "Defendant Navient," filed its answer on July 22, 2019. Dckt. 6. The responses in that answer include:

1. Defendant Navient is a loan servicer for loans guaranteed by the Education Credit Management Corporation ("ECMC").

2. The filing of this Complaint by Plaintiff-Debtor triggered the guaranty and the asserted obligation serviced by Defendant Navient is being transferred to ECMC.

3. Defendant-Navient does not have the authority to litigate issues relating to the asserted discharge of the obligation. When the obligation is transferred to ECMC, Defendant-Navient will seek to be dismissed from this Adversary Proceeding.

4. The answer admits and denies specific allegations in the Complaint.

5. In the denials, Defendant Navient states that it is without information or knowledge sufficient to respond to the allegations in Paragraph 13 of the Complaint that allege:

> "Defendant Navient had reported the aforementioned account [the one that Navient is alleged to have been collecting post-discharge having been entered] as, '100% of the student loan as paid', balance was reported as '$0' remarks on the account stated, 'Chapter 7 Bankruptcy' and 'Between August 31, 2018 and September 30, 2018, your NAVIENT student loan account balance decreased by $53,516 from $53,516 to $0.' (hereinafter incorporated and reference as Exhibit A)."

Complaint ¶ 13, Dckt. 1.

The above allegations are clear, alleging that Defendant Navient provided information for a consumer reporting agency. It is unclear to the court how Navient would lack knowledge and information in its records as to what information it provided and then affirmatively admit or deny the allegation - rather than saying its wants to deny because it cannot say what it did or did not do.

SUMMARY OF ANSWER

Though not a party, yet, to this Adversary Proceeding (not having been substituted in by order of the court or an amended complaint) Educational Credit Management Corporation ("ECMC") has filed a pleading titled Answer. Dckt. 8. In this pleading, ECMC states:

1. ECMC is a guaranty agency and will be receiving, in the future, transfer of the loan for which liability against Defendant-Debtor is asserted. At some later date, ECMC will file a "formal" motion to be added as a party, if needed. Nothing in the documents states a basis how ECMC, based on some future acquisition can inject itself into this Adversary Proceeding. [FN. 1]

FN.1. The Court acknowledges that yes, ECMC guarantees student loans, ECMC commonly is substituted in by either order of the court or an amended complaint, and that after the court ordered or amended complaint substitution ECMC may prosecute such litigation. However, notwithstanding that there are "legal ways" to do something, there is not an excuse for ECMC cutting the corner and just inserting itself when and it how it deems convenient in federal judicial proceedings.

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2. The document purports to admit and deny allegations in the Complaint to which ECMC is not a party.

SUMMARY OF ANSWER

No responsive pleading has been filed by the Internal Revenue Service.

SERVICE OF PLEADINGS

While this Adversary Proceeding was filed on June 26, 2019, no certificate of service was filed by Plaintiff-Debtor until August 7, 2019. Dckt. 11. The service purported to have been made by that Certificate is stated to be:

> By First Class Mail to
>
> Navient solutions, Inc.
> P.O. Box 9533
> Willkes Barre, PA 18773-8533
>
> Department of the Treasury,
> Internal Revenue Service
> P.O Box 145566
> Cincinnati, OH 45250-5566

This Certificate filed on August 7, 2019, is dated June 26, 2019 and states that service was made on June 26, 2019 (forty-two days after the stated service date).

Then on August 26, 2019, a second and third Certificate of Service was filed, this one also stating that it was signed on June 26, 2019 (sixty-one days before the filing with the court). Dckts. 15, 16. These Certificate contains a statement at the bottom that the "initial certificate of service is attached as the LAST PAGE to the actual adversary complaint. I'm filing this as a separate page so all can see that there is a record of service." There is a Certificate of Service form, dated June 26, 2019, attached to the last page of the Complaint, which lists the two service addresses above. Dckt. 1 at 24.

Because the Summons and Complaint cannot be served until after the complaint is filed and the summons issued, one questions how a person can state that something has already been served when it clearly could not have been served. While Plaintiff-Debtor may well say something to the effect of "I knew I was going to do it right after I left the courthouse, I would not lie," it had not occurred when Plaintiff-Debtor states under penalty of perjury that it had occurred.

Service by Mail

Service was sent to the two named defendants at Post Office Boxes. While Federal Rule of Bankruptcy Procedure 7004 allows for service by mail, merely sending something to a Post Office Box is not sufficient. *Beneficial Cal., Inc. v. Villar (In re Villar)*, 317 B.R. 88, 92-93 (B.A.P. 9th Cir. 2004) (holding that service upon a post office box does not comply with the requirement to serve a pleading to the attention of an officer or other agent authorized as provided in Federal Rule of Bankruptcy Procedure 7004(b)(3)); see also *Addison v. Gibson Equipment Co., Inc., (In re Pittman Mechanical Contractors, Inc.)*, 180 B.R. 453, 457 (Bankr. E.D. Va. 1995) ("Strict compliance with this notice provision in turn serves to protect due process rights as well as assure that bankruptcy matters proceed expeditiously.").

For sufficient service by mail, the Supreme Court provides in Federal Rule of Bankruptcy Procedure 7004(b) the following as applicable to the two named defendants:

> (b) Service by first class mail
>
> Except as provided in subdivision (h), in addition to the methods of service authorized by Rule 4(e)-(j) F.R.Civ.P., service may be made within the United States by first class mail postage prepaid as follows:
> . . .
> (3) Upon a domestic or foreign corporation or upon a partnership or other unincorporated association, by mailing a copy of the summons and complaint to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process and, if the agent is one authorized by statute to receive service and the statute so requires, by also mailing a copy to the defendant.
>
> (4) Upon the United States, by mailing a copy of the summons and complaint addressed to the civil process clerk at the office of the United States attorney for the district in which the action is brought and by mailing a copy of the summons and complaint to the Attorney General of the United States at Washington, District of Columbia, and in any action attacking the validity of an order of an officer or an agency of the United States not made a party, by also mailing a copy of the summons and complaint to that officer or agency. The court shall allow a reasonable time for service pursuant to this subdivision for the purpose of curing the failure to mail a copy of the summons and complaint to multiple officers, agencies, or corporations of the United States if the plaintiff has mailed a copy of the summons and complaint either to the civil process clerk at the office of the United States attorney or to the Attorney General of the United States.
>
> (5) Upon any officer or agency of the United States, by mailing a copy of the summons and complaint to the United States as prescribed in paragraph (4) of this subdivision and also to the officer or agency. If the agency is a corporation, the mailing shall be as prescribed in paragraph (3) of this subdivision of this rule. The court shall allow a reasonable time for service pursuant to this subdivision for the purpose of curing the failure to mail a copy of the summons and complaint to multiple officers, agencies, or corporations of the United States if the plaintiff has mailed a copy of the summons and complaint either to the civil process clerk at the office of the United States attorney or to the Attorney General of the United States. If the United States trustee is the trustee in the case and service is made upon the United States trustee solely as trustee, service may be made as prescribed in paragraph (10) of this subdivision of this rule.
> . . . .

While Defendant Navient has resolved the service issue as it by filing an answer, the United States has not responded with respect to it, the Internal Revenue Service, as a defendant. It is not uncommon when there is such defective service for a defendant to not respond and voluntarily submit to the jurisdiction of a court. If the court were to blindly go forward and purport to enter a judgment, that judgment would be void - a waste of the time for not only the plaintiff, but the court.

2. 18-90906-E-7 MELISSA VASQUEZ
19-9007
UNITED STATES V. VASQUEZ

CONTINUED STATUS CONFERENCE RE: COMPLAINT
3-19-19 [1]

Final Ruling: No appearance at the August 29, 2019 Status Conference is required.

Plaintiff's Atty: Jeffrey J. Lodge
Defendant's Atty: Frank M. Pacheco

Adv. Filed: 3/19/19
Answer: 5/23/19
7/8/19

Nature of Action:
Dischargeability - false pretenses, false representation, actual fraud
Dischargeability - other

Notes:
Continued from 5/23/19

Substitution of Attorney for Melissa Ann Vasquez filed 7/18/19 [Dckt 12]

The Status Conference is continued to 10:00 a.m. on November 7, 2019.

SUMMARY OF COMPLAINT

The United States of America, "Plaintiff" commenced this Adversary Proceeding on March 19, 2019 with the filing of the Complaint (Dckt. 1), which allegations include:

1. Defendant Debtor received payments from the Social Security Administration based on her alleged disability.

2. Defendant Debtor filed her application for disability benefits in April 2006 and began receiving benefits in May 2006. Plaintiff-Debtor is obligated to notify the Social Security Administration in changes concerning her eligibility for benefits as stated in her application.

3. Though receiving disability benefits, Defendant Debtor was actually employed and working during the period July 2007 through January 2008, and January 2009 through February 2011.

4. Defendant Debtor received $56,882.70 in benefits to which she was not entitled. These were obtained by Debtor not reporting the changes in her condition that she presented

5. It is alleged that the obligation to repay the $56,882 is nondischargeable pursuant to 11 U.S.C. § 523(a)(2).

6. The Complaint also request that the court issue a "mere" Declaratory Judgment that the United States may seek to recouped against future benefits (as opposed to a judgment affirmatively authorizing the recoupment).

SUMMARY OF ANSWER

Melissa Vasquez, the Defendant-Debtor, filed a *pro se* answer on July 8, 2019 (a prior answer document was filed in *pro se*, the court using the last filed as Defendant Debtor's answer. This was filed a week before counsel substituted in to represent the Defendant Debtor. The *pro se* answer filed by Defendant Debtor' includes:

1. Defendant Debtor addresses conditions of her disability.

2. Defendant Debtor alleges communications with the Social Security Administration.

3. The Answer admits and denies specific allegations in the Complaint.

FINAL BANKRUPTCY COURT JUDGMENT

Plaintiff United States 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)(A), (I), (O). Complaint ¶ 1, Dckt. 1. In her pro se Answer, Defendant does not expressly admit or deny these allegations. Answer, Dckt. 11.

The determination of the nondischargeability of debt is a core matter proceeding arising under the Bankruptcy Code, 11 U.S.C. § 523(a). 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. The Plaintiff United States 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)(A), (I), (O). Complaint ¶ 1, Dckt. 1. In her pro se Answer, Defendant does not expressly admit or deny these allegations. Answer, Dckt. 11.

The determination of the nondischargeability of debt is a core matter proceeding arising under the Bankruptcy Code, 11 U.S.C. § 523(a). 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 **-----, 2019**.

c. Expert Witnesses shall be disclosed on or before **----------, 2019**, and Expert Witness Reports, if any, shall be exchanged on or before **----------, 2019**.

d. Discovery closes, including the hearing of all discovery motions, on **----------, 2019**.

e. Dispositive Motions shall be heard before **----------, 2019**.

f. The Pre-Trial Conference in this Adversary Proceeding shall be conducted at **------- p.m. on ----------, 2019**.

3. 19-90151-E-11 Y&M RENTAL PROPERTY MANAGEMENT, LLC

CONTINUED STATUS CONFERENCE RE: VOLUNTARY PETITION
2-21-19 [1]

Final Ruling: No appearance at the August 27, 2019 Status Conference is required.

Debtor's Atty:

Notes:
Continued from 3/28/19 to allow Debtor and Debtor's counsel to determine how, if possible, these matters can be properly presented in federal court.

Operating Reports filed: 7/18/19 [Mar, Apr, May, Jun]; 8/13 [May]

U.S. Trustee Report at 341 Meeting docketed 3/28/19

[UST-1] United States Trustee's Motion to Dismiss Case or Convert Case to Chapter 7 filed 7/11/19 [Dckt 18]; Order appointing Chapter 11 Trustee filed 8/1/19 [Dckt 35]

[UST-2] United States Trustee's Motion for Review and Disgorgement of Fees of David C. Johnston, Esq. Filed 7/11/19 [Dckt 21]; heard 8/1/19 and continued to 10:30 a.m. on 10/3/19 [Dckt 34]

The Status Conference is continued to 10:30 a.m. on September 19, 2019 (Specially Set Time due to court calendaring "challenges").

The court has ordered the appointment of a Chapter 11 Trustee in this Case. August 5, 2019 Order, Dckt. 35. The Trustee has not been appointed as of this time, so the court continues the hearing to the next available date.

4. **10-90080-E-7** **FRED EICHEL** **CONTINUED PRE-EVIDENTIARY HEARING RE: MOTION FOR SANCTIONS FOR VIOLATION OF THE DISCHARGE INJUNCTION**
JAD-2 **9-7-18 [31]**

Final Ruling: No appearance at the August 29, 2019 Status Conference is required.

Debtor's Atty: Jessica A. Dorn
Creditor's Atty: Michael F. Babitzke

Notes:
Continued from 6/27/19, it being reported that Cort Wiegand will be substituting in as counsel for Respondent Scarlett Severson-Fiorini.

The Status Conference is continued to 10:00 a.m. on September 19, 2019 (Specially Set Time due to court calendaring "challenges").