

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Ronald H. Sargis

Bankruptcy Judge
Sacramento, California

October 8, 2015 at 1:30 p.m.

1. <u>15-20081-E-7</u> JANET ROBINSON <u>15-2086</u> RAC-2 MERCEDES-BENZ FINANCIAL SERVICES USA LLC V. ROBINSON	MOTION FOR COMPENSATION BY THE LAW OFFICE OF CALEY AND ASSOCIATES PLAINTIFFS ATTORNEY(S) 9-2-15 [<u>31</u>]
--	---

Final Ruling: No appearance at the October 8, 2015 hearing is required.

Local Rule 9014-1(f)(1) Motion - No Opposition Filed.

Correct Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Defendant-Debtor, Defendant-Debtor's counsel, Chapter 7 Trustee, and the Office of the U.S. Trustee on September 2, 2015. By the court's calculation, 36 days' notice was provided. 28 days' notice is required.

The Motion for Prevailing Party Fees has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). The defaults of the non-responding parties are entered.

<p>The Motion for Prevailing Party Fees is granted.</p>
--

Mercedes-Benz Financial Services USA LLC ("Plaintiff") filed the instant Motion for Award of Attorneys' Fees and Court Costs on September 2, 2015. Dckt. 31. Pursuant to Fed. R. Bankr. P. 7054(b)(2) and Fed. R. Civ. P. 54(d), Plaintiff is seeking \$9,660.00 in legal fees and \$840.90 for costs, as listed in the Plaintiff's Bill of Costs, as the prevailing party in this action.

BACKGROUND

On November 29, 2010, Janet Robinson ("Defendant-Debtor") entered into a Retail Installment Sale Contract for the purchase of a 2007 Mercedes-Benz GL450. Dckt. 35, Exhibit 1.

On August 31, 2012, the Defendant-Debtor filed her first Chapter 13

October 8, 2015 at 1:30 p.m.

- Page 1 of 12 -

bankruptcy case, assigned to the Honorable Michael McManus. Case No. 12-35947. On November 10, 2014, the first bankruptcy case was dismissed for failure to make plan payments. Dckt. 27.

On January 7, 2015, the Defendant-Debtor filed her second Chapter 13 bankruptcy, assigned to the Honorable Ronald Sargis. Case No. 15-20081. On January 30, 2015, the Debtor voluntarily converted the case to one under Chapter 7. Dckt. 21.

The Plaintiff filed a Motion for Relief from Stay on February 12, 2015, which was granted on March 19, 2015 as to the Vehicle. Dckt. 45

The Plaintiff alleges in its "Motion" that at the continued Meeting of Creditors on April 8, 2015, the Defendant-Debtor stated that she has the Vehicle and while she represented that she would surrender the Vehicle, the Plaintiff argues that the Defendant-Debtor stated that the Plaintiff would need to sue her to get the Vehicle back.

On June 30, 2015, the Plaintiff filed a replevin action in the Sacramento County Superior Court. Case No. 34-2015-00182369. Additionally, the Plaintiff filed an application for writ of possession which is set for October 13, 2015. Dckt. 35, Exhibit 3.

On May 1, 2015, Plaintiff filed its complaint initiating the instant Adversary Proceeding against Defendant-Debtor asserting the following causes of actions: (1) 11 U.S.C. § 523(a)(6) for nondischargeability of a debt arising out of the sale contract for a 2007 Mercedes-Benz GL450; (2) denial of discharge of Defendant-Debtor pursuant to 11 U.S.C. § 727(a)(2); and (3) denial of discharge of Defendant-Debtor pursuant to 11 U.S.C. § 727(a)(4)(A). Case No. 15-02086, Dckt. 1.

On June 9, 2015, the Plaintiff requested an entry of default of Defendant-Debtor's failure to answer the complaint timely. Dckt. 8. On June 11, 2015, the court entered the default. Dckt. 12.

On July 10, 2015, the Plaintiff filed a Motion for the Entry of Default Judgment. Dckt. 13. The court granted the Motion as to the first cause of action (non-dischargeability) but denied the Motion as to the other two causes of action (denial of discharge). Dckt. 24. The court entered default judgment in favor of the Plaintiff and against Defendant-Debtor in the total sum of \$11,711.33 and non-dischargeable pursuant to 11 U.S.C. § 523(a)(6). The judgment required that the Plaintiff file a post-judgment

MOTION

The Plaintiff-Debtor argues that he is allowed attorney's fees under the contract, the Retail Installment Sale Contract. Specifically, the language of the contract in which the Plaintiff's Motion is based is the following:

You may have to pay collection costs. You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees and fees paid for other reasonable collection agencies.

Dckt. 35, Exhibit 1, Paragraph 3.c.

While the "Motion" is 9-pages in length, the grounds stated with particularity in the Motion (Fed. R. Civ. P. 7(b) and Fed. R. Bankr. P. 7007) as to the reasonableness of the fees and the applicability of the contract fee's provision includes stating:

1. "In this case, the 'collection efforts' do not only involve the collection of money, but also the 'collection' of the Vehicle itself through the state court action and pending Application for Writ of Possession requesting a writ for the Sheriff to recover the Vehicle in addition to a requested turnover order directing the [Defendant-Debtor] to return the Vehicle."
2. "The attorneys' fees and costs requested in this motion and the Bill of Costs, filed and served herewith, are reasonable."
3. "The information included in the Declaration of Rebecca A. Caley itemizes the specific services performed in this litigation over the past eight months."

APPLICABLE LAW

Prevailing Party Attorneys' Fees

Unless authorized by statute or contractual provision, attorney fees ordinarily are not recoverable as costs. Cal. Code Civ. Proc. § 1021; *International Industries, Inc. v. Olen*, 21 Cal. 3d 218, 221 (Cal. 1978). The prevailing party must establish that a contractual provision exists for attorneys' fees and that the fees requested are within the scope of that contractual provision. *Genis v. Krasne*, 47 Cal. 2d 241 (1956). In the Ninth Circuit, the customary method for determining the reasonableness of a professional's fees is the "lodestar" calculation. *Morales v. City of San Rafael*, 96 F.3d 359, 363 (9th Cir. 1996), *amended*, 108 F.3d 981 (9th Cir. 1997). "The 'lodestar' is calculated by multiplying the number of hours the prevailing party reasonably expended on the litigation by a reasonable hourly rate." *Morales*, 96 F.3d at 363 (citation omitted). "This calculation provides an objective basis on which to make an initial estimate of the value of a lawyer's services." *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983). A compensation award based on the loadstar is a presumptively reasonable fee. *In re Manoa Fin. Co.*, 853 F.2d 687, 691 (9th Cir. 1988).

In rare or exceptional instances, if the court determines that the lodestar figure is unreasonably low or high, it may adjust the figure upward or downward based on certain factors. *Miller v. Los Angeles County Bd. of Educ.*, 827 F.2d 617, 620 n.4 (9th Cir. 1987). Therefore, the court has considerable discretion in determining the reasonableness of professional's fees. *Gates v. Duekmejian*, 987 F.2d 1392, 1398 (9th Cir. 1992). It is appropriate for the court to have this discretion "in view of the [court's] superior understanding of the litigation and the desirability of avoiding frequent appellate review of what essentially are factual matters." *Hensley*, 461 U.S. at 437.

On October 1, 2015, the Ninth Circuit issued a decision in *In re Penrod*, No. 13-16097, 2015 WL 5730425, at *1 (9th Cir. Oct. 1, 2015), specifically deciding "whether a debtor who prevails in a contract dispute on the basis of federal bankruptcy law may recover reasonable attorney's fees

under California Civil Code § 1717." *Id.* While the Ninth Circuit was determining the attorney's fees in the scope of the reciprocal attorney fees statute of California Civil Code § 1717, the Ninth Circuit discussed what constitutes "on the contract" for purposes of prevailing party fees. The court stated:

Under California law, an action is "on a contract" when a party seeks to enforce, or avoid enforcement of, the provisions of the contract. *City of Emeryville v. Robinson*, 621 F.3d 1251, 1267 (9th Cir.2010); *Douglas E. Barnhart, Inc. v. CMC Fabricators, Inc.*, 211 Cal.App.4th 230, 149 Cal.Rptr.3d 440, 449 (Ct.App.2012); *Turner v. Schultz*, 175 Cal.App.4th 974, 96 Cal.Rptr.3d 659, 663 (Ct.App.2009).

Id., at *3.

The contract provision at issue in *Penrod* contained the following attorney's fee provision: "You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts." *Id.*, at *2

In *Penrod*, the question was whether the litigation over whether the hanging paragraph applied to the creditor's claim falls within that definition of "on the contract." In that scope, the Ninth Circuit found that

The only possible source of that asserted right was the contract—in particular, the provision in which *Penrod* granted a security interest in her Taurus to secure "payment of all you owe on this contract." (Had the contract not granted AmeriCredit a security interest in the car, AmeriCredit could not have asserted a secured claim for any amount. See 11 U.S.C. § 506(a).) The security interest conveyed by the contract covered not just the funds *Penrod* borrowed to pay for the Taurus, but also the funds she borrowed to refinance the negative equity in the Explorer. The sole issue in the hanging-paragraph litigation was whether this provision of the contract should be enforced according to its terms, or whether its enforceability was limited by bankruptcy law to exclude the negative-equity portion of the loan. See *In re Penrod*, 611 F.3d at 1159-61 & n. 2. By prevailing in that litigation, *Penrod* obtained a ruling that precluded AmeriCredit from fully enforcing the terms of the contract.

Id. at *3.

FAILURE TO COMPLY WITH LOCAL BANKRUPTCY RULE 9004-1 AND THE REVISED GUIDELINES FOR PREPARATION OF DOCUMENTS

The pleading title motion is a combined motion and points and authorities in which the grounds upon which the motion is based are buried in detailed citations, quotations, legal arguments, and factual arguments (the pleading being a "Mothorities") in which the court and Plaintiff are put to the challenge of de-constructing the Mothorities, divining what are the actual grounds upon which the relief is requested (Fed. R. Civ. P. 7(b) and Fed. R. Bankr. P. 7007), restate those grounds, evaluate those grounds, consider those

grounds in light of Fed. R. Bankr. P. 9011, and then rule on those grounds for the Defendant. The court has declined the opportunity to provide those services to a movant in other cases and adversary proceedings, and has required debtors, plaintiffs, defendants, and creditors to provide those services for the moving party.

The court has also observed that the more complex the Mothorities in which the grounds are hidden, the more likely it is that no proper grounds exist. Rather, the moving party is attempting to beguile the court and other party.

In such situations, the court routinely denies the motion without prejudice and without hearing. Law and motion practice in federal court, and especially in bankruptcy court, is not a treasure hunt process by which a moving party makes it unnecessarily difficult for the court and other parties to see and understand the particular grounds (the basic allegations) upon which the relief is based. The court does not provide a differential application of the Federal Rules of Civil Procedure, Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules as between creditors and debtors, plaintiff and defendants, or case and adversary proceedings. The rules are simple and uniformly applied.

The court notes that this is not counsel's first failure to comply with these basic pleading rules. In ruling on the Motion for Entry of Default Judgment the court expressly addressed this deficiency, waiving it as a courtesy for counsel in light of the apparent first time failure. Civil Minutes, Dckt. 24.

The present Mothorities was filed on September 2, 2015. This was several weeks after the hearing on the Motion for Entry of Default Judgment and the court's August 13, 2015 Civil Minutes from that hearing. Notwithstanding the court waiving the defect, explaining the practical problems it creates for the court, and the potential for abuse, Plaintiff and counsel knowingly failed to comply a second time.

This failure could well manifest several situations. First, counsel may well believe that the rules do not apply to counsel and the law firm, and "damn the torpedoes, full speed ahead, we'll prepare pleadings the way we like and the judges will just live with it."

The second would be that the level of sophistication and experience of counsel is at a level that the explanation provided in the August 13, 2015 Ruling was not clearly understandable. In that case, the level of sophistication is addressed in the hourly billing rate.

The third situation could be that the attorneys do not prepare these pleadings, but leave it to be done by paralegals and non-attorney clerical persons. If so, then the reasonable fees for such work is even lower.

The court accepts the pleadings and evidence to be the very best which could be presented by Plaintiff and counsel in support of the requested legal fees. These proceedings and the state court proceedings recount a difficult road for Plaintiff and counsel. There is no reason to make it even more difficult by repeating the requirements for documents and making counsel repeat the work.

Task Billing Requirement

The court reviews the billing records provided for by Plaintiff-Debtor. The court, from the start, notes that the Plaintiff-Debtor failed to provide task billing. The court finds helpful, and in most cases essential, for professionals to provide a basic task billing analysis for the services provided and fees charged. This has long been required by the Office of the U.S. Trustee, and is nothing new for professionals in this District. The task billing analysis requires only that the professional organize his or her task billing. The more simple the services provided, the easier is for Applicant to quickly state the tasks. The more complicated and difficult to discern the tasks from the raw billing records, the more evident it is for Applicant to create the task billing analysis to provide the court, creditors, U.S. Trustee with fair and proper disclosure of the services provided and fees being requested by this Professional.

Included in the motion is the raw time and billing records, which has not been organized into categories. Rather than organizing the activities which are best known to Applicant, it is left for the court, U.S. trustee, and other parties in interest to mine the records to construct a task billing.

The requirement for a task billing analysis is not new to this district and was required well before the modern computer billings systems. More than 20 years ago a bright young associate (not the present judge) developed a system in which he used different color highlighters to code the billing statements for the time period for the fee application. General administrative matters were highlighted in yellow, sales of property in green, adversary proceedings in red, and so on. Subsequently, the billing procedure advanced so that each adversary proceeding was provided a separate billing number so that it would generate a separate billing. Within the bankruptcy case billing number the time entries were given a code on which the billing system could sort the entries and automatically produce a billing report which separates the activities into the different tasks.

The Plaintiff provides 19-pages of raw time sheets, spanning the past year of litigation. As discussed supra, the time sheets, the Motion, nor the Declaration provide the task billing required by the court. The time sheets do not categorize the services between the bankruptcy case, the state court case, or the instant Adversary Proceeding. The time sheets do not provide for the categorization of particular motions, like the Motion for Relief or the Motion for Default Judgment.

The court has taken the laboring oar for counsel to review the various charges.

Review of Fees and Tasks

The following persons are identified in the Declaration of Rebecca A. Caley, Dckt. 33) as having provided services for which the recovery of fees and costs are requested:

- A. Christopher M. Domin ("CMD"), Associate Attorney, with an hourly rate between \$100 and \$175.
- B. Kana I. Law ("KIL"), Paralegal, with an hourly rate between

\$100 and \$175.

- C. Rebecca A Caley ("RAC"), Attorney, with twenty-eight years experience, with an hourly rate for this matter of \$200.

No summary of what each of these persons has billed, the respective actual hourly rates charged, and the time expended (from which the court could compute an effectively hourly rate) is provided. The court has extracted the following general information from the bulk time records:

- A. Rebecca A. Caley (Twenty-Eight Year Experienced Attorney)
1. Total Hours Billed.....12.8 @ \$200 per hour
 2. Total of Fee Charges.....\$2,560
- B. Christopher Domin (Attorney of Unstated Experience)
1. Total Hours Billed.....2.4 @ \$175 per hour
 2. Total of Fee Charges.....\$402.50
- C. Kana Law (Paralegal of Unstated Experience)
1. Total Hours Billed.....51.2 @ \$100 per hour
 2. Total Fee Charges.....\$5,190.00

Included in Ms. Law's charges for legal services are 3.6 hours billed at \$100 for clerical services. These clerical services are identified as:

			Hrs/Rate	Amount
2/12/2015	KIL	Transmit documents for filing with court; Motion for Relief from Stay.	0.40 100.00/Hr.	\$40
5/1/2015	KIL	Transmit documents for filing with court; complaint objecting to discharge of debt, adversary coversheet and exhibit list.	0.40 100.00/Hr.	\$40
5/7/2015	KIL	Preparation of certification of service of summons, notice of status conference, non discharge complaint and various court orders and notices.	0.80 100.00/Hr.	\$80
5/14/2015	KIL	Transmit documents for filing with court; proof of claim.	0.30 100.00/Hr.	\$30
6/9/2015	KIL	Preparation of certificate of service of request for entry of default.	0.30 100.00/Hr.	\$30

6/9/2015	KIL	Transmit documents for filing with court; request for default and certificate of service (bankruptcy adversary case).	0.30 100.00/Hr.	\$30
6/11/2015	KIL	Transmit documents for filing with court; entry of default and Proof of Service.	0.30 100.00/Hr.	\$30
7/10/2015	KIL	Preparation of certificate of service of motion for default judgment and supporting documents.	0.50 100.00/Hr.	\$50
8/18/2015	KIL	Transmit documents for filing with court; proposed judgment.	0.30 100.00/Hr.	\$30
			-----	-----
	KIL		3.6 Hours @ \$100/Hr	\$360

Of the total 66.5 hours billed, the paralegal billed 51.2 hours and the licensed attorneys billed 15.2 hours. Thus, for the legal services billed, 77% is billed by the non-attorney. While at "only" \$100.00 an hour, the court does not consider a cheap price as an appropriate substitute for the practice of law by a licensed attorney.

In her declaration, Rebecca Caley states that the paralegal spent an additional 10.6 hours, at \$100.00 an hour, working on this Motion for fees. Declaration, p.7:3-5; Dckt. 33. Counsel also estimates that she has spent an additional \$500 working on the Motion for Attorneys' Fees. *Id.*, p. 6:27-28, 7:1-3. No explanation was provided for why counsel's billing program could not produce a complete time record.

In review the raw data, most of Rebecca Caley's time was spent on ministerial or communication matters. There was some review of pleadings drafted by the paralegal, but not significant enough for it to appear to the court that the pleadings were prepared by a licensed attorney. It also appears from the billing records that Rebecca Caley did not review the court's ruling on the Motion for Entry of Default Judgment, and that such review was only by the paralegal, who prepares the pleadings.

From the raw billing data, it appears that the paralegal has billed 21.4 hours, which total \$2,140.00 for the motion for entry of default judgment in this Adversary Proceeding. Another 4.5 hours was billed for the complaint and request for entry of default by the paralegal. It appears that the paralegal has billed an additional 8.3 hours, for \$830 in charges, for the state court action. Plaintiff has made it unnecessarily challenging for the court to ascertain what billings go with which action by having combined billings for the state court action with billings for the Adversary Proceeding, with billings for the bankruptcy cases. Commonly attorneys will have one billing number for each adversary proceeding, state court action, and bankruptcy case. In addition, not all of the billing entries are clear as to which proceeding they relate.

In contract, Rebecca Caley appears to have billed a total of 3.1 hours, for fees totaling \$620 for all of the litigation in the state court and the Adversary Proceeding and Christopher Domin has billed 2.4 hours, for fees totaling \$420.00 for the state court action.

While in aggregate number fees totaling \$8,100.00 is not shocking for a state court claim and delivery action, it is concerning as to who is and who is not doing the work.

In the Ninth Circuit, the customary method for determining the reasonableness of a professional's fees is the "lodestar" calculation. *Morales v. City of San Rafael*, 96 F.3d 359, 363 (9th Cir. 1996), *amended*, 108 F.3d 981 (9th Cir. 1997). "The 'lodestar' is calculated by multiplying the number of hours the prevailing party reasonably expended on the litigation by a reasonable hourly rate." *Morales*, 96 F.3d at 363 (citation omitted). "This calculation provides an objective basis on which to make an initial estimate of the value of a lawyer's services." *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983). A compensation award based on the lodestar is a presumptively reasonable fee. *In re Manoa Fin. Co.*, 853 F.2d 687, 691 (9th Cir. 1988).

In rare or exceptional instances, if the court determines that the lodestar figure is unreasonably low or high, it may adjust the figure upward or downward based on certain factors. *Miller v. Los Angeles County Bd. of Educ.*, 827 F.2d 617, 620 n.4 (9th Cir. 1987). Therefore, the court has considerable discretion in determining the reasonableness of professional's fees. *Gates v. Duekmejian*, 987 F.2d 1392, 1398 (9th Cir. 1992). It is appropriate for the court to have this discretion "in view of the [court's] superior understanding of the litigation and the desirability of avoiding frequent appellate review of what essentially are factual matters." *Hensley*, 461 U.S. at 437.

Additionally, clerical work perform by the attorney's office or the attorney is not included in "professional fees" to be awarded a prevailing party.

It is well-settled that the court may reduce an attorney's hours for time spent performing clerical work, *Davis v. City & County of San Francisco*, 976 F.2d 1536, 1543 (9th Cir.1992), vacated on other grounds, 984 F.2d 345 (1993); see *Missouri v. Jenkins*, 491 U.S. 274, 288 n. 10 (noting the dollar value of non-legal work "is not enhanced" because it is performed by a lawyer); *Sterling Savings Bank v. Sequoia Crossing, LLC*, Civ. No. 09-555-AC, 2010 WL 3210855, at *7 (D.Or. Aug. 11, 2010)("Tasks considered clerical include, but are not limited to, filing motions with the court, filling out and printing documents, preparing affidavits and drafting certificates of service, organizing files, calendaring dates, rescheduling depositions, and sending documents.") Costs associated with clerical tasks are generally considered overhead expenses reflected in an attorney's billing rate. *Ash Grove Cement Co. v. Liberty Mut. Ins. Co.*, No. 3:09-cv-00239-HZ, 2014 WL 837389, *8 (D.Or. Mar. 3, 2014); see also *Nadarajah v. Holder*, 569 F.3d 906, 921 (9th Cir.2009)(reducing fees for clerical tasks such as filing and organization).

DETERMINATION OF FEES

Plaintiff seeks a recovery of \$9,660.00 in legal fees. As discussed supra, over 77% of these fees (when the additional paralegal fees for the Motion for Prevailing Party Attorneys' Fees is included) were researched, drafted, considered, analyzed, and completed by a non-attorney paralegal. Based on the gross billing records, the attorney supervision and involvement in this legal work was minimal.

First, the court deducts the \$360.00 in billings for the paralegal's clerical work. Mailing documents and filling out a mailing form is clerical.

Second, the court allows three hours of attorneys' billable time for the prevailing party attorneys' fee motion. The Defendant has offered no opposition, and three hours of time is reasonable. At \$200 an hour, that is \$600 (the court using Ms. Caley's asserted reasonable billing rate). The court disallows the additional \$960.00 in fees sought with respect to the present Motion (\$1,060 additional paralegal time and \$500 attorney time stated in the Caley Declaration, less the allowed \$600).

The total fees allowed for Plaintiff as the prevailing party is \$8,700.00 (The \$8,100.00 stated on the billing statements and the additional \$600 for the attorneys' fee motion, for which no attendance at a hearing is required for this Adversary Proceeding.)

The Motion also requests costs. Such costs have been separately requested by a costs bill, for which \$840.90 has previously been allowed. Dckt. 40. No further costs are allowed pursuant to this Motion.

The court shall issue a minute 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 Motion for Prevailing Party Fees filed by Mercedes-Benz Financial Services, the prevailing Plaintiff in this Adversary Proceeding, ("Plaintiff") having been presented to the court, no task billing analysis having been provided in support of the Application, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Mercedes-Benz Financial Services, the Plaintiff in this Adversary Proceeding is awarded \$8,700.00 in attorneys fees as part of its judgment as the prevailing party. Costs have been allowed as set forth in the Costs Bill (Dckt. 40). This award of attorneys fees shall be enforced as part of the judgment (Dckt. 2) awarded Plaintiff in this Adversary Proceeding.

2. [15-20081](#)-E-7 JANET ROBINSON
[15-2086](#)
MERCEDES-BENZ FINANCIAL
SERVICES USA LLC V. ROBINSON

CONTINUED STATUS CONFERENCE RE:
COMPLAINT
5-1-15 [[1](#)]

Final Ruling: No appearance at the October 8, 2015 Status Conference is required.

Plaintiff's Atty: Rebecca A. Caley
Defendant's Atty: unknown

Adv. Filed: 5/1/15
Answer: none

Nature of Action:
Objection/revocation of discharge
Dischargeability - willful and malicious injury

The court having granted the Motion filed by Plaintiff for prevailing party attorneys fees, the Status Conference is concluded and removed from the calendar.
--

Notes:

Continued from 9/9/15 to be conducted in conjunction with the post-judgment hearing on the motion for prevailing party attorneys' fees.

Bill of Costs filed 9/23/15 [Dckt 40]

3. [10-25984](#)-E-13 RON MORRIS
 [15-2132](#) DBJ-1
MORRIS, II V. SPECIALIZED LOAN
SERVICES, INC.

MOTION FOR ENTRY OF DEFAULT
JUDGMENT
8-27-15 [[12](#)]

WITHDRAWN BY M.P.

Final Ruling: No appearance at the October 8, 2015 hearing is required.

Ron Morris II (" Plaintiff-Debtor") having filed a Withdrawal of the Motion,
pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(I) and Federal Rules
of Bankruptcy Procedure 9014 and 7041 **the Motion was dismissed without
prejudice, and the matter is removed from the calendar.**