

UNITED STATES BANKRUPTCY COURT  
Eastern District of California  
Honorable René Lastreto II  
Hearing Date: Tuesday, October 27, 2020  
Place: Department B - Courtroom #13  
Fresno, California

**ALL APPEARANCES MUST BE TELEPHONIC**  
**(Please see the court's website for instructions.)**

*Pursuant to District Court General Order 618, no persons are permitted to appear in court unless authorized by order of the court until further notice. All appearances of parties and attorneys shall be telephonic through CourtCall. The contact information for CourtCall to arrange for a phone appearance is: (866) 582-6878.*

**INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS**

Each matter on this calendar will have one of three possible designations: No Ruling, Tentative Ruling, or Final Ruling. These instructions apply to those designations.

**No Ruling:** All parties will need to appear at the hearing unless otherwise ordered.

**Tentative Ruling:** If a matter has been designated as a tentative ruling it will be called. The court may continue the hearing on the matter, set a briefing schedule or enter other orders appropriate for efficient and proper resolution of the matter. The original moving or objecting party shall give notice of the continued hearing date and the deadlines. The minutes of the hearing will be the court's findings and conclusions.

**Final Ruling:** Unless otherwise ordered, there will be no hearing on these matters. The final disposition of the matter is set forth in the ruling and it will appear in the minutes. The final ruling may or may not finally adjudicate the matter. If it is finally adjudicated, the minutes constitute the court's findings and conclusions.

**Orders:** Unless the court specifies in the tentative or final ruling that it will issue an order, the prevailing party shall lodge an order within 14 days of the final hearing on the matter.

**THE COURT ENDEAVORS TO PUBLISH ITS RULINGS AS SOON AS POSSIBLE. HOWEVER, CALENDAR PREPARATION IS ONGOING AND THESE RULINGS MAY BE REVISED OR UPDATED AT ANY TIME PRIOR TO 4:00 P.M. THE DAY BEFORE THE SCHEDULED HEARINGS. PLEASE CHECK AT THAT TIME FOR POSSIBLE UPDATES.**

**9:30 AM**

1. [20-11612](#)-B-11     **IN RE: BENTON ENTERPRISES, LLC**  
[FW-4](#)

MOTION TO APPROVE LEASE AGREEMENT  
10-6-2020    [\[76\]](#)

BENTON ENTERPRISES, LLC/MV  
PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                    Granted.

ORDER:                            The minutes of the hearing will be the court's findings and conclusions. The Moving Party will submit a proposed order after hearing.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

This motion will be GRANTED.

The chapter 11 debtor-in-possession ("DIP") filed this motion for authorization to lease 103 acres of almond farmland located in Madera County ("Property") to Pacific Orchards, LLC ("Tenant"), pursuant to 11 U.S.C. § 363(b)(1). Doc. #76.

At the time of filing for bankruptcy, the DIP was lessor under a one-year lease with Tenant, which expires on October 31, 2020. Doc. #78. The DIP does not have the resources to farm the Property and its primary lenders require the DIP to obtain a new lease of the Property so that it is maintained while DIP attempts to sell the Property. *Id.*

The DIP entered into a one-year lease agreement with Tenant that commences on November 1, 2020 and expires on October 31, 2021. Doc. #79, Ex. A. The lease provides that Debtor shall be entitled to 50% of the net earnings of the 2021 almond crop. *Id.* Debtor intends to market and sell the property and anticipates that Property will be sold by the time the 2021 crop is sold, causing all rights to be passed onto the new owner of the Property. Doc. #78. The lease

agreement is conditioned upon the secured creditors encumbering Property each signing a Subordination, Non-Disturbance and Attornment Agreement ("SNDA"). There are four creditors apparently secured by Property. Based on DIP's motion, there are five trust deeds encumbering the Property among the creditors. Each secured creditor signed similar agreements for the 2019 lease, and Debtor anticipates that each will be willing to sign again. Doc. #78.

Creditors Fresno-Madera Production Credit Association ("PCA") and Fresno-Madera Federal Land Bank Association ("FLCA") (collectively "Creditors") filed a response stating that Creditors do not necessarily oppose the motion, but demand adequate protection pursuant to 11 U.S.C. § 363(e) in the form of direct payment of rents generated from the lease agreement and approval of its form of SNDA Agreements, which contain minor changes from the form of SNDAs submitted by the Debtor. Doc. #88.

11 U.S.C. § 1107 gives the DIP all the rights and powers of a trustee and shall perform all its functions and duties, subject to certain—here inapplicable—exceptions.

11 U.S.C. § 363(b)(1) allows the DIP to "use, sell, or lease, other than in the ordinary course of business, property of the estate. . . ." This use, sale, or lease must be based upon a debtor's sound business judgment. *In re Station Casinos, Inc.*, No. BK-09-52477-GWZ, 2010 Bankr. LEXIS 5672 at \*15 (Bankr. D. Nev. July 15, 2010). "The business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" *In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

Proposed leases under 11 U.S.C. § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. *In re Alaska Fishing Adventure, LLC*, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) citing 240 *North Brand Partners, Ltd. v. Colony GFP Partners, LP (In re 240 N. Brand Partners, Ltd.)*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996). In the § 363 context, a bankruptcy court "should determine only whether the [DIP's] judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." *Alaska Fishing Adventure, LLC*, 594 B.R. at 889, quoting 3 Collier on Bankruptcy ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.). "[T]he [DIP]'s business judgment is to be given great judicial deference.'" *Id.* citing *In re Psychometric Systems, Inc.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007).

Here, the DIP has considered the best interests of the estate and the proposed lease is supported by a valid business judgment and proposed in good faith. Doc. #78. The DIP says it does not have the resources to farm the property itself. DIP's creditors "believe it is imperative that Debtor obtain a new lease of the Property so that it will be cared for while Debtor attempts to sell the Property." *Id.* at ¶ 5. Leasing the Property to Tenant for a one-year period

will accomplish this objective. The court will defer to the DIP's business discretion that the proposed lease is in the best interests of creditors.

Creditors PCA and FLCA filed a response stating that they do not oppose the motion to approve the lease to Tenant, but Creditors demand adequate protection in the form of direct payment of rents generated from the lease agreement and approval of its form of SNDAs. Doc. #88.

Creditors filed two proofs of claim, Claim Nos. 12-1 and 13-1, which are secured by first and second priority liens in favor of FLCA and PCA, respectively, on the Debtor's Property and any rents generated by Property.

Since filing the motion to approve lease, the Debtor, the Tenant, and Creditors have agreed to the appropriate form of the SNDAs. See Doc. #88. The main difference between the DIP's SNDAs and Creditor's SNDAs is that Creditor's SNDAs contain different language regarding what happens in the event of default. Creditor's SNDAs state "[a]n event of default . . . has occurred. Landlord and Tenant agree that, unless otherwise agreed by Lender in writing, Tenant shall pay all rent and all other sums due or payable under the Lease directly to Lender as adequate protection payments for the Loan." Doc. #89, Ex. 1 at ¶ 11.

11 U.S.C. § 363(c)(2) provides:

The [DIP] may not . . . lease cash collateral under paragraph (1) of this subsection unless—  
(A) each entity that has an interest in such cash collateral consents; or  
(B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

11 U.S.C. § 363(e) provides:

Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the [DIP], the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. . . .

11 U.S.C. § 363(e). Section 361 provides examples of adequate protection: (1) periodic cash payments, (2) additional or replacement liens; and (3) such other relief as will provide the "indubitable equivalent" of the interest. 11 U.S.C. § 361.

Creditors indicate "[b]ased on its discussions with the Debtor, [Creditors] understand the Debtor has no objection to those terms and the SNDAs reflect the same." Doc. #88. However, the proposed SNDAs filed as exhibits (Doc. #89) are not presently signed. The

court will inquire whether Debtor consents to the proposed SNDAs submitted by Creditors wherein all rent proceeds are paid directly to Creditors. No other creditor purportedly secured by Property has filed a response. But the motion is noticed for hearing on less than 28 days. These creditors may appear at the hearing.

The court intends to GRANT this motion to approve lease using Creditors' SNDAs. The DIP has considered the best interests of the estate resulting from a fair and reasonable price, and this lease is supported by valid business judgment and was proposed in good faith. Creditors PCA and FLCA shall receive adequate protection pursuant to 11 U.S.C. § 363(e) in the form of direct payments by Tenant of any rents generated by Property.

2. [17-13797](#)-B-9      **IN RE: TULARE LOCAL HEALTHCARE DISTRICT**  
[WJH-18](#)

FURTHER SCHEDULING CONFERENCE RE: OBJECTION TO CLAIM OF  
TULARE HOSPITALIST GROUP, CLAIM NUMBER 231  
1-8-2020    [[1784](#)]

TULARE LOCAL HEALTHCARE  
DISTRICT/MV  
RILEY WALTER/ATTY. FOR DBT.  
RESPONSIVE PLEADING

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                    Continued to January 26, 2021 at 9:30 a.m.

ORDER:                            The minutes of the hearing will be the court's findings and conclusions. The court will issue the order.

This scheduling conference was previously continued to October 27, 2020. Doc. #2323. The parties were ordered to file and serve a joint or unilateral status report not later than October 20, 2020. *Id.* Counsel for Tulare Local Healthcare District ("District") filed a unilateral status report stating that it conferred with counsel for the claimants on October 16, 2020 and the parties agreed to continue the hearings on each objection to January 26, 2021. Doc. #2332.

Continuances without a court order are not permitted under the Local Rules of Practice ("LBR"). However, LBR 9014-1(j) permits oral requests for continuances if made at the scheduled hearing, or in advance by written application.

Accordingly, if the District appears at the continued hearing and requests a continuance, then this scheduling conference will be continued to January 26, 2021 at 9:30 a.m. so that the parties may resolve the matter or initiate discovery.

3. [17-13797](#)-B-9     **IN RE: TULARE LOCAL HEALTHCARE DISTRICT**  
[WJH-19](#)

FURTHER SCHEDULING CONFERENCE RE: OBJECTION TO CLAIM OF  
GUPTA-KUMAR MEDICAL PRACTICE, CLAIM NUMBER 232  
1-8-2020    [[1789](#)]

TULARE LOCAL HEALTHCARE  
DISTRICT/MV  
RILEY WALTER/ATTY. FOR DBT.  
RESPONSIVE PLEADING

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                  Continued to January 26, 2021 at 9:30 a.m.

ORDER:                          The minutes of the hearing will be the court's  
findings and conclusions. The court will issue  
the order.

This scheduling conference was previously continued to October 27, 2020. Doc. #2326. The parties were ordered to file and serve a joint or unilateral status report not later than October 20, 2020. *Id.* Counsel for Tulare Local Healthcare District ("District") filed a unilateral status report stating that it conferred with counsel for the claimants on October 16, 2020 and the parties agreed to continue the hearings on each objection to January 26, 2021. Doc. #2334.

Continuances without a court order are not permitted under the Local Rules of Practice ("LBR"). However, LBR 9014-1(j) permits oral requests for continuances if made at the scheduled hearing, or in advance by written application.

Accordingly, if the District appears at the continued hearing and requests a continuance, then this scheduling conference will be continued to January 26, 2021 at 9:30 a.m. so that the parties may resolve the matter or initiate discovery.

4. [17-13797](#)-B-9      **IN RE: TULARE LOCAL HEALTHCARE DISTRICT**  
[WJH-25](#)

CONTINUED SCHEDULING CONFERENCE RE: OBJECTION TO CLAIM OF  
INPATIENT HOSPITAL GROUP, INC., CLAIM NUMBER 230  
1-10-2020    [[1834](#)]

TULARE LOCAL HEALTHCARE  
DISTRICT/MV  
RILEY WALTER/ATTY. FOR DBT.  
RESPONSIVE PLEADING

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                Continued to January 26, 2021 at 9:30 a.m.

ORDER:                        The minutes of the hearing will be the court's  
findings and conclusions. The court will issue  
the order.

This scheduling conference was previously continued to October 27, 2020. Doc. #2325. The parties were ordered to file and serve a joint or unilateral status report not later than October 20, 2020. *Id.* Counsel for Tulare Local Healthcare District ("District") filed a unilateral status report stating that it conferred with counsel for the claimants on October 16, 2020 and the parties agreed to continue the hearings on each objection to January 26, 2021. Doc. #2336.

Continuances without a court order are not permitted under the Local Rules of Practice ("LBR"). However, LBR 9014-1(j) permits oral requests for continuances if made at the scheduled hearing, or in advance by written application.

Accordingly, if the District appears at the continued hearing and requests a continuance, then this scheduling conference will be continued to January 26, 2021 at 9:30 a.m. so that the parties may resolve the matter or initiate discovery.

1:30 PM

1. [19-15310](#)-B-7     **IN RE: THOMAS/RUTH HESS**  
[TCS-3](#)

MOTION FOR CONTEMPT  
10-14-2020    [\[23\]](#)

THOMAS HESS/MV  
TIMOTHY SPRINGER/ATTY. FOR DBT.  
OST 10/14/20

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                Denied without prejudice.

ORDER:                        The minutes of the hearing will be the court's findings and conclusions. The court will issue an order.

This motion for contempt was filed, set and served under an order shortening time and Local Rule of Practice 9014-1(f)(3). Doc. #21-23. Consequently, the creditors, the trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offer opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further.

Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

The debtor filed an *ex parte* application for an order shortening time on this motion for contempt for violation of the discharge injunction. Doc. #21. Joint debtor Ruth Hess passed away shortly after a discharge was entered in this case. Joint debtor Thomas Hess is pursuing this motion.

The debtor states that his sole income is Social Security and alleges that the Social Security Administration is unlawfully garnishing his income. Without that income, the debtor is having difficulty paying for basic necessities. *Id.* The earliest court date available was October 27, which left only 13 days' notice. Therefore, the debtor filed a motion for an order shortening time, which this court granted. Doc. #22.

The order shortening time specified that a copy of the order and all motion papers, along with a notice of hearing, shall be served on all parties under FRBP 7004 by October 14, 2020. The certificate of service indicates that the notice of hearing, motion for contempt, declaration, and exhibits were sent via U.S. mail to Creditor Social Security Administration, the debtor, and the chapter 7 trustee. Doc. #27. The court will inquire at the hearing whether a copy of



the order shortening time (Doc. #22) was served and whether all parties were adequately served the motion documents by October 14, 2020. If the motion documents were not adequately served-and it appears they were not based on this record-this matter may be continued to allow more time for opposition to respond.

The debtor, Thomas Hess ("Debtor"), filed this motion for contempt for violating the discharge injunction against Creditor Social Security Administration ("Creditor") pursuant to 11 U.S.C. § 524. Doc. #23.

A discharge in a bankruptcy case "operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any [prepetition] debt as a personal liability of the debtor." 11 U.S.C. § 524(a)(2). Civil contempt is the appropriate remedy for the violation of this discharge injunction. *Walls v. Wells Fargo Bank, N.A.*, 276 F.3d 502, 507 (9th Cir. 2002). Bankruptcy courts have imposed civil contempt sanctions to "coerce the defendant into compliance" with an injunction or "compensate the complainant for losses" that result from a party's noncompliance with an injunction. *Taggart v. Lorenzen*, 139 S. Ct. 1795, 1801 (2019); cf. *In re Dual-Deck Video Cassette Recorder Antitrust Litig.*, 10 F.3d 693, 695 (9th Cir. 1993) ("Civil contempt in this context consists of a party's disobedience to a specific and definite court order by failure to take all reasonable steps within the party's power to comply.")

To find a party in civil contempt, the movant must prove by clear and convincing evidence that the alleged contemnor violated a specific and definite order of the court. *Knupfer v. Lindblade (In re Dyer)*, 322 F.3d 1178, 1190-91 (9th Cir. 2003). The court must also find that the contemnor had sufficient notice of the order's terms and notice that sanctions would follow a failure to comply. *Hansbrough v. Birdsell (In re Hercules Enters, Inc.)*, 387 F.3d 1024, 1028 (9th Cir. 2004). "The focus is on whether the creditor's conduct violated the injunction and whether that conduct was intentional; it does not require a specific intent to violate the injunction." *Desert Pine Villas Homeowners Ass'n v. Kabling (In re Kabling)*, 551 B.R. 440 (B.A.P. 9th Cir. 2016) citing *In re Dyer*, 322 F.3d at 1191.

The court can exercise its discretion to impose civil contempt sanctions when the contemnor had "no objectively reasonable basis for concluding that [its] conduct might be lawful." *Taggart*, 139 S. Ct. at 1799. "A court may hold a creditor in civil contempt for violating a discharge order where there is not a 'fair ground of doubt' as to whether the creditor's conduct might be lawful under the discharge order." *Id.* at 1804.

Once noncompliance with a court order is established, the burden shifts and the contemnor must produce sufficient evidence of its inability to comply to raise a question of fact. *Kismet Acquisition, LLC v. Diaz-Barba (In re Icenhower)*, 755 F.3d 1130, 1139 (9th Cir. 2014).

The court finds that there is a "fair ground of doubt" as to whether Creditor's conduct might be lawful under the discharge order and therefore this motion will be DENIED WITHOUT PREJUDICE.

First, it is not certain whether Creditor was properly served notice of the discharge or notice of this motion.

Local Rule of Practice ("LBR") 2002-1 states, in relevant part:

- (a) When listing a debt to the United States for other than taxes the debtor shall separately list both the U.S. Attorney and the federal agency through which the debtor became indebted, as required by Fed. R. Bankr. P. 2002(j)(4). The address listed for the U.S. Attorney shall include, in parentheses, the name of the federal agency as follows:

. . .

(2) For cases assigned to the Modesto and Fresno Divisions:

United States Attorney  
(For [insert name of agency])  
2500 Tulare Street, Suite 4401  
Fresno, CA 93721

. . .

- (b) Certain federal and state agencies specify particular addresses to which notice of bankruptcy proceedings shall be directed. The roster of such agencies and their addresses (Form EDC 2-785, *Roster of Governmental Agencies*) shall be available on the Court's website ([www.caeb.uscourts.gov](http://www.caeb.uscourts.gov)) to enable compliance with this Rule and the provisions of Fed. R. Bankr. P. 2002(j). . .

LBR 2002-1. Form EDC 2-785, which is located on the Court's website ([www.caeb.uscourts.gov](http://www.caeb.uscourts.gov)), specifies the address for the Social Security Administration for bankruptcy noticing purposes as:

Social Security Administration  
Office of the General Counsel, Region IX  
160 Spear St Ste 800  
San Francisco, CA 94104-1545

Form EDC 2-785 (Revised October 10, 2019) at 2.

This motion needed to be served on both Creditor and the U.S. Attorney. While Debtor's certificate of service (Doc. #27) uses the correct address for Creditor, it omits the U.S. Attorney. Notably, the Office of the U.S. Trustee and other creditors were not served either.

Second, it is unclear whether Creditor was properly served notice of the discharge. According to Debtor's schedules (Doc. #26, Ex. A at 3) and the master address list (Doc. #3), notice of the bankruptcy and the discharge were allegedly sent to Creditor at the following address:

Social Security Administration  
333 Market St. Suite 1500  
San Francisco, CA 94105

Doc. #3, #26, Ex. A. As result, when the Bankruptcy Noticing Center ("BNC") issued the order discharging Debtor (Doc. #15), it sent notice to this address because it was listed in Debtor's master address list. See Doc. #16. This was not the correct address listed on the Roster of Governmental Agencies (in effect when this case was filed in December 2019), Form EDC 2-785, and therefore Creditor might not have received notice of the discharge order.

For these reasons, this motion will be DENIED WITHOUT PREJUDICE.

2. [19-12927](#)-B-7     **IN RE: CEDAR MILL FARMS, LLC**  
[DK-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
9-29-2020    [[100](#)]

JADJ LAND HOLDINGS, LLC/MV  
DEAN KIRBY/ATTY. FOR MV.

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     Denied without prejudice.

ORDER:             The court will issue an order.

This motion is DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR").

LBR 9004-2(a)(6), (b)(5), (b)(6), (e) and LBR 9014-1(c), (e)(3) are the rules about Docket Control Numbers ("DCN"). These rules require the DCN to be in the caption page on all documents filed in every matter with the court and each new motion requires a new DCN.

A Motion for Relief from Automatic Stay was previously filed on August 28, 2020 (doc. #89) and denied without prejudice on September 29, 2020. Doc. #99. The DCN for that motion was DK-1. This motion also has a DCN of DK-1 and therefore does not comply with the local rules. Each separate matter filed with the court must have a different DCN.

The court notes that the movant correctly complied with LBR 9014-1(d)(3)(B) and 9014-1(f)(1). However, for the above procedural errors, this motion will be DENIED WITHOUT PREJUDICE.

3. [20-12727](#)-B-7     **IN RE: JACQUELINE PEREZ HARO**  
[UST-1](#)

MOTION TO APPROVE STIPULATION TO DISMISS CHAPTER 7 CASE  
WITHOUT ENTRY OF DISCHARGE  
10-6-2020    [[16](#)]

TRACY DAVIS/MV  
SHAWN GEORGE/ATTY. FOR DBT.  
JORGE GAITAN/ATTY. FOR MV.

FINAL RULING:        There will be no hearing on this matter.

DISPOSITION:        Denied without prejudice.

ORDER:                The court will issue an order.

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR").

The notice of hearing (Doc. #17) did not contain the language required under LBR 9014-1(d)(3)(B)(iii). LBR 9014-1(d)(3)(B), which is about noticing requirements, requires movants to notify respondents that they can determine whether the matter has been resolved without oral argument or if the court has issued a tentative ruling by checking the Court's website at [www.caeb.uscourts.gov](http://www.caeb.uscourts.gov) after 4:00 p.m. the day before the hearing.

4. [19-14170](#)-B-7     **IN RE: JOHNNY GONZALES**  
[KAS-6](#)

CONTINUED OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS  
6-26-2020    [[105](#)]

PETER FEAR/MV  
KELSEY SEIB/ATTY. FOR MV.  
RESPONSIVE PLEADING

TENTATIVE RULING:        This matter will proceed as scheduled.

DISPOSITION:        This matter will proceed as a scheduling conference.

ORDER:                The minutes of the hearing will be the court's findings and conclusions. The court will issue an order.

Per this court's last order (Doc. #134), the debtor, Mr. Johnny Gonzales ("Debtor"), was to go to the law office of Coleman & Horowitz, LLP, to pick up documents on September 24, 2020 at 3:00 p.m. After receiving the documents, Debtor had until October 22, 2020 to respond in full. Meanwhile, Debtor filed an ex parte motion to extend time on October 15, 2020, which was denied on October 20, 2020. See Doc. #140, #141.

This matter will proceed as a scheduling conference. The parties shall be prepared to discuss future discovery dates and deadlines at the time of the hearing.