UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Sacramento, California

December 23, 2015 at 10:00 a.m.

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

1. Matters resolved without oral argument:

Unless otherwise stated, the court will prepare a civil minute order on each matter listed. If the moving party wants a more specific order, it should submit a proposed amended order to the court. In the event a party wishes to submit such an Order it needs to be titled 'Amended Civil Minute Order.'

If the moving party has received a response or is aware of any reason, such as a settlement, that a response may not have been filed, the moving party must contact Nancy Williams, the Courtroom Deputy, at (916) 930-4580 at least one hour prior to the scheduled hearing.

2. The court will not continue any short cause evidentiary hearings scheduled below.

3. If a matter is denied or overruled without prejudice, the moving party may file a new motion or objection to claim with a new docket control number. The moving party may not simply re-notice the original motion.

4. If no disposition is set forth below, the matter will be heard as scheduled.

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1. 13-21707-D-7 KY-10 — JAMES/DIANE STRAUSS — MOTION TO AVOID LIEN OF WELLS FARGO
11-19-15 [82]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. The court finds the judicial lien described in the motion impairs an exemption to which the debtors are entitled. As a result, the court will grant the debtors' motion to avoid the lien. Moving party is to submit an appropriate order. No appearance is necessary.

2. 13-21707-D-7 JAMES/DIANE STRAUSS — MOTION TO AVOID LIEN OF BARBARA J. HENNINGSEN
KY-8 — 11-20-15 [94]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. The court finds the judicial lien described in the motion impairs an exemption to which the debtors are entitled. As a result, the court will grant the debtors' motion to avoid the lien. Moving party is to submit an appropriate order. No appearance is necessary.

3. 13-21707-D-7 JAMES/DIANE STRAUSS — MOTION TO AVOID LIEN OF BARRETT BUSINESS SERVICES
KY-9 — 11-19-15 [86]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. The court finds the judicial lien described in the motion impairs an exemption to which the debtors are entitled. As a result, the court will grant the debtors' motion to avoid the lien. Moving party is to submit an appropriate order. No appearance is necessary.

4. 15-28507-D-7 RICHARD COMER — MOTION FOR REVIEW OF FEES
UST-1 — 11-10-15 [9]

5. 15-28708-D-7 PAMELA WILLIAMS — MOTION FOR RELIEF FROM AUTOMATIC STAY
KGH-1 — 11-21-15 [12]
WILMINGTON SAVINGS FUND SOCIETY, FSB VS.

6. 15-28811-D-7 MICHAEL/AMANDA KILLIAN
JHW-1
TD AUTO FINANCE, LLC VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY
11-24-15 [9]

Final ruling:

This matter is resolved without oral argument. This is TD Auto Finance, LLC's motion for relief from automatic stay. The court's records indicate that no timely opposition has been filed. The motion along with the supporting pleadings demonstrate that there is no equity in the subject property and debtor is not making post petition payments. The court finds there is cause for relief from stay, including lack of adequate protection of the moving party's interest. As the debtors are not making post-petition payments and the creditor's collateral is a depreciating asset, the court will also waive FRBP 4001(a)(3). Accordingly, the court will grant relief from stay and waive FRBP 4001(a)(3) by minute order. There will be no further relief afforded. No appearance is necessary.

7. 15-28514-D-7 NORMA HOLMAN
APN-1
GATEWAY ONE LENDING AND FINANCE VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY
11-17-15 [11]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. As such the court will grant relief from stay. As the debtor's Statement of Intentions indicates she will surrender the property, the court will also waive FRBP 4001(a)(3) by minute order. There will be no further relief afforded. No appearance is necessary.

8. 14-25820-D-11 INTERNATIONAL MANUFACTURING GROUP, INC.
FWP-28

MOTION FOR COMPENSATION FOR BEVERLY N. MCFARLAND, CHAPTER 11 TRUSTEE
11-24-15 [785]

9. 15-28623-D-7 PAUL PRATT

MOTION FOR WAIVER OF THE CHAPTER 7 FILING FEE OR OTHER FEE
11-5-15 [5]

10. 15-28625-D-7 AMANDA YANCEY
MOTION FOR WAIVER OF THE CHAPTER 7 FILING FEE OR OTHER FEE
11-5-15 [6]

11. 08-32236-D-7 HANNA/DENISE RAHAWI
THA-3
MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH HANNA H. RAHAWI AND CEVA AND/OR MOTION FOR COMPENSATION FOR AARON KAUFMANN, SPECIAL COUNSEL(S)
11-20-15 [56]

Final ruling:

The matter is resolved without oral argument. There is no timely opposition to the trustee's motion to approve compromise of controversy, and the trustee has demonstrated the compromise is in the best interest of the creditors and the estate. Specifically, the motion demonstrates that when the compromise is put up against the factors enumerated in In re Woodson, 839 F.2d 610 (9th Cir. 1988), the likelihood of success on the merits, the complexity of the litigation, the difficulty in collectability, and the paramount interests of creditors, the compromise should be approved. Accordingly, the motion is granted and the compromise approved. The moving party is to submit an appropriate order. No appearance is necessary.

12. 09-29162-D-11 SK FOODS, L.P.
14-2025 BMZ-3
SHARP V. KASOWITZ, BENSON, TORRES & FRIEDMAN, LLP ET AL
MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS
11-10-15 [82]

Tentative ruling:

This is the motion of defendants Kasowitz, Benson, Torres & Friedman, LLP and Donald J. Putterman (the "defendants"), pursuant to Fed. R. Civ. P. 12(c), incorporated herein by Fed. R. Bankr. P. 7012(b), for partial judgment on the pleadings. The plaintiff, who is the trustee in the chapter 11 case in which this adversary proceeding is pending (the "trustee"), has filed opposition and the defendants have filed a reply. For the following reasons, the motion will be denied.

"Judgment on the pleadings is proper when, taking all allegations in the pleadings as true and construed in the light most favorable to the nonmoving party, the moving party is entitled to judgment as a matter of law." Living Designs, Inc. v. E.I. Dupont de Nemours & Co., 431 F.3d 353, 360 (9th Cir. 2005). Thus, the court looks to the pleadings.

The trustee alleges in his amended complaint that the defendants simultaneously represented the debtor and certain related entities controlled by Scott Salyer, entities having, according to the trustee, interests in conflict with those of the

debtor. The trustee alleges that the defendants' offending conduct occurred both pre- and post-petition, to the detriment of the debtor and, post-petition, its bankruptcy estate.[1]

The defendants seek judgment on the pleadings as to the first, second, seventh, eighth, and ninth causes of action of the trustee's amended complaint. No relief is sought as to the third, fourth, fifth, and sixth causes of action. The defendants' motion is based on the doctrine of in pari delicto, which derives from the principle that a court is not to aid either party to an illegal contract.

> It is well established that no recovery can be had by either party to a contract having for its object the violation of law. The courts refuse to aid either party, not out of regard for his adversary but because of public policy. Where it appears that a contract has for its object the violation of law, the court should sua sponte deny any relief to either party.

Smith v. California Thorn Cordage, Inc., 129 Cal. App. 93, 99-100 (1933) (citation omitted). The Latin "in pari delicto" means "in equal fault"; that is, parties who are in pari delicto are equally at fault. Kelly v. First Astri Corp., 72 Cal. App. 4th 462, 467 n.4 (1999). In such a situation, the courts will leave the parties as they find them, and will not award a recovery to either party. Id. at 481 [on application of doctrine to illegal gambling contracts].

> There is no doubt that the general rule requires the courts to withhold relief under the terms of an illegal contract or agreement which is violative of public policy. It is also true that . . . "when the evidence shows that . . . [a party] in substance seeks to enforce an illegal contract or recover compensation for an illegal act, the court has both the power and duty to ascertain the true facts in order that it may not unwittingly lend its assistance to the consummation or encouragement of what public policy forbids." These rules are intended to prevent the guilty party from reaping the benefit of his wrongful conduct, or to protect the public from the future consequences of an illegal contract.

Jacobs v. Universal Dev. Corp., 53 Cal. App. 4th 692, 700 (1997), quoting Tri-Q, Inc. v. Sta-Hi Corp., 63 Cal. 2d 199, 218 (1965).

The defendants' theory is that, according to the trustee's amended complaint, the debtor and the related entities were controlled by Scott Salyer and the related entities were alter egos of the debtor; that Salyer's misconduct, as alleged in the complaint, is imputed to the debtor by virtue of their alter ego status; that Salyer is alleged to have participated in the alleged wrongdoing of the defendants; and that the debtor would therefore be barred by the doctrine of in pari delicto from recovering against the defendants. The theory is summed up by the defendants as follows: "A client who owns, controls, and exploits an amalgam of alter ego entities for his own personal gain should not be made whole when he points the finger at his own attorneys and cries 'conflict of interest' based on the attorney's representation of the various entities." Defendants' Memorandum of Points and Authorities, filed Nov. 10, 2015 ("Mem.") at 2:2-4 (footnote omitted). Therefore, the argument continues, in pari delicto also bars the claims of the trustee, who stands in the shoes of the debtor.

The defendants' theory is dependent on the proposition that Scott Salyer's conduct – his alleged "bad acts" – can be imputed to the debtor. If it cannot, the debtor would not be barred by in pari delicto from pursuing malpractice claims

against the defendants and the trustee, similarly, is not barred. The general rule under California law is that the acts and knowledge of a corporate officer are imputed to the corporation. Golden State TD Invs., LLC v. Andrews Kurth LLP (In re Cal. TD Investments LLC), 489 B.R. 124, 129 (Bankr. C.D. Cal. 2013). There is an exception to the general rule, which is itself subject to an exception. Under the "adverse interest" exception, the acts of the officer are not imputed to the corporation if the officer acted in a manner adverse to the interests of the corporation. Id. However, under the "sole actor" exception to the adverse interest exception, the acts of an officer who was the sole person in control of the corporation, although his acts were adverse to the corporation's interests, will be imputed to the corporation. Id. at 129-30.

The defendants rely on the "sole actor" exception to the exception, contending that "Salyer's misconduct, as alleged in the [trustee's amended complaint], is imputed to the Debtors as a result of Salyer's sole ownership and/or sole control of the Debtors." Mem. at 11:22-23. However, the trustee has alleged that the defendants continued post-petition to represent clients having interests adverse to the debtor in matters substantially related to those in which they previously represented the debtor. That post-petition conduct by the defendants occurred at a time when Salyer was no longer the "sole actor" for the debtor (assuming he had been previously). As the trustee puts it, "even if Salyer was at one point the 'sole actor' for all of the Debtors and the New Debtor Entities, his status as sole actor ceased when the bankruptcy petitions were filed." Plaintiff's Opposition, filed Dec. 9, 2015, at 14:3-5. Thus, as to their alleged post-petition conduct, the defendants would be unable to assert an in pari delicto defense to an action by the debtor based on Salyer's sole actor status vis-a-vis the debtor, and the trustee, similarly, is not estopped by the defense.

Further, the defendants' pre- and post- petition actions and the damages alleged by the trustee to have flowed from them are so interconnected that the court cannot determine, at least not based solely on the pleadings, to which damages, if any, an in pari delicto defense should be available and to which the defense would not be appropriate. If it becomes appropriate to apportion damages as between those attributable to pre-petition conduct versus post-petition conduct, the court will defer such a determination until after trial.[2]

Similarly, the court is not prepared to assess relative fault, as between Salyer and the defendants, on this motion for judgment on the pleadings. As noted above, "in pari delicto" means "in equal fault" whereas here, the court cannot determine, based solely on the pleadings, that insofar as the conduct alleged against the defendants is concerned, Scott Salyer's conduct was in pari delicto – of equal fault – with, or greater than, that of the defendants. A special relationship exists between an attorney and his or her client. A client typically retains an attorney for advice and direction; the attorney becomes in essence a steward of the client, charged with advising the client what he can and cannot do in particular situations. It is one thing if the attorney gives the client proper advice which the client follows or fails to follow, quite another when the attorney suggests, recommends, advises, or advocates improper conduct on the part of the client.

Salyer's conduct to be weighed here against that of the defendants is not Salyer's "bad acts" generally, the acts, for example, that resulted in his criminal conviction. Instead, it is his conduct in connection with the activities with which the trustee charges the defendants. The trustee alleges the defendants engaged in negotiations with the debtor's principal secured creditor designed to further the interests of Salyer and the related entities at the expense of the debtor and

counseled Salyer that he should engineer a default by the debtor on its wastewater agreements with certain of the related entities, so as to benefit Salyer and the related entities, again at the expense of the debtor. The trustee alleges the defendants developed, orchestrated, and implemented these strategies. As to these activities, the court will not determine the relative fault of Salyer and the defendants based solely on the pleadings.[3]

The defendants rely heavily on Peregrine Funding, Inc. v. Sheppard Mullin Richter & Hampton LLP, 133 Cal. App. 4th 658, 679-81 (2005). In that case, the court held that the claims of a bankruptcy trustee against the law firm that represented the debtor and its principal before the bankruptcy petition was filed were barred by the doctrine of unclean hands, which the court equated with the doctrine of in pari delicto. Id. at 679-82. The court found that "Peregrine and Hillman's orchestration of the Ponzi scheme that defrauded investors is intimately related to the professional malpractice claims before the court. These claims are based entirely on the assertion that Sheppard's professional advice and tactics enabled Hillman and Peregrine to perpetuate their fraud on investors." Id. at 681.

The Peregrine decision is not binding on this court and this court is not convinced it would have decided the case as the Peregrine court did. The problem with the case, as this court sees it, is that the court did not engage in any sort of a weighing of relative fault and did not mention such a balancing as an element of the in pari delicto defense. To the extent it did so without discussion and concluded the debtor's principal was of equal or greater fault than his and the debtor's law firm, the facts here are easily distinguishable. Here, the court is not asked to weigh the relative fault of an individual known to have perpetrated a large-scale Ponzi scheme and the law firm alleged to have enabled him to keep the scheme going, as in Peregrine. Whereas in a Ponzi scheme case, the court may readily conclude that the perpetrator of the scheme bears a great deal of fault, the issue is less clear in this case. The defendants are not charged with aiding Salyer in the conduct that resulted in Salyer's conviction, as to which the court could well conclude Salyer bears a great deal of fault. Instead, the court must weigh the relative fault of Salyer and the defendants in activities that, so far as the court understands it, were not the subject of his criminal indictment and are not so readily determined to be blameworthy. These are facts that will need to be explored at trial before the court can weigh the relative fault of Salyer and the defendants.

It is conceivable at this stage, for example, that after hearing the evidence, the court will conclude that the defendants were more than just complicit in a scheme developed and run by Salyer. The court might conclude instead, depending on the evidence, that the defendants came up with the scheme of attempting to delay the § 363 sale and/or the plan of cancelling the wastewater agreements and stopping the debtor's payments on them, recommended that Salyer pursue it and advised him how to go about it, took affirmative steps of their own toward that end, and in essence, acted as the quarterback of the scheme, discounting the necessity of their being stewards for their clients. If all or part of that scenario is demonstrated, the court might conclude that, as between Salyer and the defendants, the defendants bear the greater responsibility. In that case, the defendants would not have a viable in pari delicto defense against the debtor or the trustee, standing in the debtor's shoes. The court finds the trustee's amended complaint contains sufficient allegations to state a claim that would survive the defendants' in pari delicto defense; thus, the matter will not be decided on the pleadings.[4]

The defendants cite Casey v. U.S. Bank Nat. Assn., 127 Cal. App. 4th 1138, 1143, n.1 (2005), in which the court stated in dicta that "[t]he doctrine of in pari

delicto dictates that when a participant in illegal, fraudulent, or inequitable conduct seeks to recover from another participant in that conduct, the parties are deemed in pari delicto, and the law will aid neither, but rather, will leave them where it finds them." Thus, in the defendants' view, that the defendants and Salyer both participated in the alleged schemes ends the matter.

However, the Casey definition of in pari delicto on which the defendants rely is, by itself, too simplistic because it ignores the balancing analysis required to assess the relative fault of the participants. "[T]he doctrine of unclean hands does not automatically bar equitable relief where the parties are not equally at fault." Warren v. Merrill, 143 Cal. App. 4th 96, 115 (2006). Thus,

> the courts should not be so enamored with the Latin phrase "in pari delicto" that they blindly extend the rule to every case where illegality appears somewhere in the transaction. The fundamental purpose of the rule must always be kept in mind, and the realities of the situation must be considered. Where, by applying the rule, the public cannot be protected because the transaction has been completed, where no serious moral turpitude is involved, where the defendant is the one guilty of the greatest moral fault, and where to apply the rule will be to permit the defendant to be unjustly enriched at the expense of the plaintiff, the rule should not be applied.

Norwood v. Judd, 93 Cal. App. 2d 276, 289 (1949), quoted and applied in Tri-Q, Inc. v. Sta-Hi Corp., 63 Cal. 2d 199, 218-19 (1965); see also Maudlin v. Pacific Decision Sciences Corp., 137 Cal. App. 4th 1001, 1013 (2006). Stated slightly differently, "[i]n some cases, . . . effective deterrence is best realized by enforcing the plaintiff's claim rather than leaving the defendant in possession of the benefit; or the forfeiture resulting from unenforceability is disproportionately harsh considering the nature of the illegality. In each such case, how the aims of policy can best be achieved depends on the kind of illegality and the particular facts involved." Lewis & Queen v. N. M. Ball Sons, 48 Cal. 2d 141, 151 (1957), quoted with approval in Tri-Q, Inc., 63 Cal. 2d at 219-20.

In short, the mere fact that both Salyer and the defendants are alleged to have participated in the wrongful conduct does not mean the court should automatically apply in pari delicto to bar the trustee's claims. Instead, the court must weigh the relative fault of those parties to determine whether they were "in equal fault"; that is, in pari delicto or whether one or the other was at greater fault. As already indicated, the court is not prepared to apportion fault based solely on the pleadings.

The foregoing discussion assumes the doctrine of in pari delicto is a defense that may be asserted against a bankruptcy trustee in the Ninth Circuit. The trustee, citing FDIC v. O'Melveny & Myers, 61 F.3d 17, 19 (1995), contends it is not. Other cases, however, have distinguished O'Melveny on the basis that it involved application of the defense against a receiver, not a bankruptcy trustee. See Zazzali v. Eide Bailly LLP, 2013 U.S. Dist. LEXIS 163135, *50-52 (D. Idaho 2013), and cases cited therein; see also Peregrine, 133 Cal. App. 4th at 680, n.14. The court need not decide the issue, at least not at this stage, because the court concludes, as discussed above, that (1) the defense would not apply in any event to the alleged post-petition conduct of the defendants; and (2) assuming the defendants may assert the defense as to their pre-petition conduct, a trial will be necessary to determine the relative fault of Salyer and the defendants.

Finally, the defendants have raised a new argument in their reply: that the

$1.3 million paid by the trustee to a then non-debtor entity in connection with the wastewater agreements was, because the non-debtor entity has since been substantively consolidated with the debtor's estate, merely a transfer within the consolidated estate. In other words, the defendants contend the substantive consolidation resulted in the extinguishment of inter-company claims, including the trustee's claims.

This argument was not raised in the motion and the trustee has not had a chance to respond. In any event, however, the court does not believe the argument holds water. The substantive consolidation judgment was entered over four years after the bankruptcy case was filed and long after the trustee had to negotiate the compromise with the then non-debtor entity. The trustee takes the position it was the defendants' conduct, in concert with Salyer, that necessitated the negotiations in the first place. These were negotiations over assets that, in the trustee's view, should have been viewed as belonging to the estate to begin with, a view not shared by the defendants, at least not at that time. Resolution of the issue at that time required a significant amount of time and, presumably, cost to the estate.

The defendants would, in essence, apply the substantive consolidation judgment to exonerate themselves ex post facto from their conduct four years earlier, without regard to the consequences to the estate. The argument is self-serving and illogical.

For the reasons stated, the defendants have not established on the face of the pleadings that no material issue of fact remains to be resolved and that they are entitled to judgment as a matter of law. Accordingly, the court will deny the motion. The court will hear the matter.

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1. The parties refer to SK Foods, L.P. and RHM Industrial/Specialty Foods, Inc. as the debtors. For the sake of simplicity, the court will refer to a single debtor, by which the court means SK Foods, L.P.

2. The defendants set forth in their reply the elements of professional negligence and breach of fiduciary duty causes of action, according to state law. They conclude that the trustee's causes of action accrued at the time the wastewater agreements were terminated, and thus, that they accrued pre-petition and are subject to the in pari delicto defense. The court finds this analysis to be far too conclusory.

3. The defendants state in their reply that "Salyer was criminally charged based on his ownership and management of the Debtor and the New Debtor Entities." Defendants' Reply, filed Dec. 16, 2015 ("Reply") at 8:10-11. The court does not understand that to be the case, and in any event, the court does not recall the § 363 sale or the wastewater agreements to have played any role in the criminal indictment.

4. The defendants in their reply conclude that the trustee's amended complaint "unequivocally establishes that Salyer not only participated in Debtors' alleged wrongful acts but directed all of it . . . ." Reply at 8:16-17. In fact, that is not the case.

13. 15-25862-D-7 PAMELA PALMIERI — ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
11-24-15 [32]

14. 15-25966-D-7 GJS-2 STACEY SALLABERRY — MOTION TO AVOID LIEN OF FIRST NATIONAL BANK OF OMAHA
11-19-15 [19]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. The court finds the judicial lien described in the motion impairs an exemption to which the debtor is entitled. As a result, the court will grant the debtor's motion to avoid the lien. Moving party is to submit an appropriate order. No appearance is necessary.

15. 10-36676-D-7 TAA-4 SUNDANCE SELF-STORAGE-EL DORADO LP — AMENDED MOTION FOR ADMINISTRATIVE EXPENSES
11-18-15 [594]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the amended motion to approve and pay administrative taxes to the Internal Revenue Service and the Franchise Tax Board for post-petition expenses is supported by the record. As such the court will grant the motion by minute order. No appearance is necessary.

16. 15-27284-D-11 JKB-1 CONSOLIDATED RELIANCE, INC. — MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR ADEQUATE PROTECTION
11-24-15 [126]
WILLIAM H. GIBBS REVOCABLE TRUST VS.

This matter will not be called before 10:30 a.m.

Tentative ruling:

This is the motion of the William H. Gibbs Revocable Trust (the "Trust") for relief from stay pertaining to the real property commonly referred to 6807 Third Street, Riverbank, California (the "Property"). The Trust asserts there is no equity in the Property and that the Property is not necessary for an effective reorganization; accordingly, relief from stay is required under Bankruptcy Code

("Code") § 362(d)(2). The debtor has filed opposition to the motion and alleges that the Trust has not made a sufficient evidentiary record to establish there is no equity in the Property; and further, that the Property is necessary for an effective reorganization (the "Objection"). The Trust has filed a reply.

Code § 362(d) requires the court to grant relief from stay when there is cause, including a lack of adequate protection (§ 362(d)(1)); and, when there is no equity in a property and the property is not necessary for an effective reorganization (§ 362(d)(2)).

The standards for relief from stay under Code §§ 362(d)(1), (d)(2), are independent and alternative. Can-Alta Props., Ltd. V. States Sav. Mortg. Co. (In re Can-Alta Props., Ltd.), 87 B.R. 89,90 (9th Cir. BAP 1988). Code § 362(d)(2) provides that "the court shall grant relief from the stay . . . if - (A) the debtor does not have any equity in such property; and (B) such property is not necessary to an effective reorganization." Equity, for purposes of § 362(d)(2)(A), is the difference between the value of the property and all the encumbrances on it. Sun Valley Newspapers, Inc. V. Sun World Corp. (In re Sun Valley Newspapers, Inc.), 171 B.R. 71, 75 (9th Cir. BAP 1994) (citing Stewart v. Gurley, 745 F.2d 1194, 1196 (9th Cir. 1984).

Under the standard set by the Supreme Court in United Sav. Ass'n of Tex. V. Timbers of Inwood Forest Assocs., Ltd. ("Timbers") 484, U.S. 365; 108 S.Ct. 626 (1988), to establish that property is necessary for an effective reorganization under § 362(d)(2)(B), a debtor is required to show that "the property is essential for an effective reorganization that is in prospect . . . This means a reasonable prospect for a successful reorganization within a reasonable time." Timbers at 376 (internal quotations omitted); In re Dev., Inc., 36 B.R. 998, 1005 (Bankr. D. Haw. 1984) (cited with approval by Timbers). In addition, the debtor is required to show the plan proposed is not patently unconfirmable and has a realistic chance of being confirmed within a reasonable time. See Sun Valley Newspaper at 75.

Code § 362(g) provides that the party opposing relief from the stay has the burden of proof on all issues other than the debtor's equity in a property. Thus, once a movant establishes that a debtor has no equity in a property, "it is the burden of the debtor to establish that the collateral at issue is necessary to an effective reorganization." Timbers at 365. Again, this requires a showing that the Property is essential for an effective reorganization that is in prospect and that confirmation will occur within a reasonable time.

On October 13, 2015, the Debtor filed its Amended Schedule A - Real Property, listing the "as is" value for the Property at $250,000. Also on October 13, 2015 the debtor filed its Amended D Schedule - Creditors Holding Secured Claims, which shows that the aggregate debt on the Property is in excess of $380,000. As such, the debtor's schedules show that there is no equity in the Property. In addition, the Objection states that "the creditor is undersecured." Thus, the debtor concedes that there is no equity in the Property (Objection at pg. 5, line 25). Accordingly, the court finds there is no equity in the Property for the purpose of Code § 362(d)(2)(A).

As a result, it is the debtor's burden to demonstrate by a preponderance of the evidence that the Property is necessary for an effective reorganization. To meet this burden the debtor must establish by a preponderance of the evidence that the Property is essential for an effective reorganization. This requires a showing of a reasonable prospect of a successful reorganization within a reasonable time.

The only evidence that the debtor has submitted in regard to this prong of Code § 362(d)(2) is the Declaration of Rodney Sperry, who is an officer of the debtor. The only portion of the Sperry Declaration that addresses whether the Property is necessary for an effective reorganization is paragraph 9. In paragraph 9 Mr. Sperry summarily concludes that the Property is necessary for a business reorganization because the debtor's business model is to purchase real properties that are in need of repair, enhance them and then sell them for a profit.

Noticeably absent from the debtor's evidentiary record is even the most general outline for a feasible plan of reorganization. Absent is any outline or explanation as to how the debtor intends to improve the Property for sale; whether funds are necessary to improve the Property; if so, whether any new funds would be by way of an unsecured loan or a priming loan;[1] a firm time-line for constructing the improvements; estimated costs for improvement of the Property; any independent evaluation from an appraiser as to the value of the Property after improvement; and even the most rough outline for a feasible Chapter 11 plan of reorganization that has a reasonable likelihood of being confirmed within a reasonable time.

Simply put, if the court were to accept Mr. Sperry's self-serving parroting that the Property is necessary for an effective reorganization as meeting the debtor's evidentiary burden under Code § 362(d)(2)(B), it would so water down this requirement as to make it virtually meaningless.

Accordingly, the court finds that there is no equity in the Property and the debtor has not met its burden of demonstrating that the Property is necessary for an effective reorganization that is in prospect. Accordingly, the Trust is entitled to relief from stay.

The court will hear the matter.

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1 **The court notes that if the debtor anticipates that the money necessary for the improvements to the Property is to be acquired by way of a priming loan, this is something the court seriously questions the feasibility of.**

17.	15-27284-D-11 JKB-2 LINTON MANAGEMENT, INC. VS.	CONSOLIDATED RELIANCE, INC.	MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR ADEQUATE PROTECTION 11-24-15 [133]

This matter will not be called before 10:30 a.m.

Tentative Ruling:

This is the motion of the Linton Management, Inc. ("Linton") for relief from stay pertaining to the real property commonly referred to 601-611 H Street, Modesto, California (the "Property"). Linton asserts there is no equity in the Property and that the Property is not necessary for an effective reorganization; accordingly, relief from stay is required under Bankruptcy Code ("Code") § 362(d)(2). The debtor has filed opposition to the motion and alleges that Linton has not made a sufficient evidentiary record to establish there is no equity in the Property; and further, that the Property is necessary for an effective reorganization (the "Objection"). Linton has filed a reply.

Code § 362(d) requires the court to grant relief from stay when there is cause, including a lack of adequate protection (§ 362(d)(1)); and, when there is no equity in a property and the property is not necessary for an effective reorganization (§ 362(d)(2)).

The standards for relief from stay under Code §§ 362(d)(1), (d)(2), are independent and alternative. Can-Alta Props., Ltd. V. States Sav. Mortg. Co. (In re Can-Alta Props., Ltd.), 87 B.R. 89,90 (9th Cir. BAP 1988). Code § 362(d)(2) provides that "the court shall grant relief from the stay . . . if - (A) the debtor does not have any equity in such property; and (B) such property is not necessary to an effective reorganization." Equity, for purposes of § 362(d)(2)(A), is the difference between the value of the property and all the encumbrances on it. Sun Valley Newspapers, Inc. V. Sun World Corp. (In re Sun Valley Newspapers, Inc.), 171 B.R. 71, 75 (9th Cir. BAP 1994) (citing Stewart v. Gurley, 745 F.2d 1194, 1196 (9th Cir. 1984).

Under the standard set by the Supreme Court in United Sav. Ass'n of Tex. V. Timbers of Inwood Forest Assocs., Ltd. ("Timbers") 484, U.S. 365; 108 S.Ct. 626 (1988), to establish that property is necessary for an effective reorganization under § 362(d)(2)(B), a debtor is required to show that "the property is essential for an effective reorganization that is in prospect . . . This means a reasonable prospect for a successful reorganization within a reasonable time." Timbers at 376 (internal quotations omitted); In re Dev., Inc., 36 B.R. 998, 1005 (Bankr. D. Haw. 1984) (cited with approval by Timbers). In addition, the debtor is required to show the plan proposed is not patently unconfirmable and has a realistic chance of being confirmed within a reasonable time. See Sun Valley Newspaper at 75.

Code § 362(g) provides that the party opposing relief from the stay has the burden of proof on all issues other than the debtor's equity in a property. Thus, once a movant establishes that a debtor has no equity in a property, "it is the burden of the debtor to establish that the collateral at issue is necessary to an effective reorganization." Timbers at 365. Again, this requires a showing that the Property is essential for an effective reorganization that is in prospect and that confirmation will occur within a reasonable time.

On October 13, 2015, the Debtor filed its Amended Schedule A - Real Property, listing the "as is" value for the Property at $250,000. Also on October 13, 2015 the debtor filed its Amended D Schedule - Creditors Holding Secured Claims, which shows that the aggregate debt on the Property is in excess of $475,000. As such, the debtor's schedules show that there is no equity in the Property. In addition, the Objection states that "the creditor is undersecured." Thus, the debtor concedes that there is no equity in the Property (Objection at pg. 5, line 25). Accordingly, the court finds there is no equity in the Property for the purpose of Code § 362(d)(2)(A).

As a result, it is the debtor's burden to demonstrate by a preponderance of the evidence that the Property is necessary for an effective reorganization. To meet this burden the debtor must establish by a preponderance of the evidence that the Property is essential for an effective reorganization. This requires a showing of a reasonable prospect of a successful reorganization within a reasonable time.

The only evidence that the debtor has submitted in regard to this prong of Code § 362(d)(2) is the Declaration of Rodney Sperry, who is an officer of the debtor. The only portion of the Sperry Declaration that addresses whether the Property is

necessary for an effective reorganization is paragraph 9. In paragraph 9 Mr. Sperry summarily concludes that the Property is necessary for a business reorganization because the debtor's business model is to purchase real properties that are in need of repair, enhance them and then sell them for a profit.

Noticeably absent from the debtor's evidentiary record is even the most general outline for a feasible plan of reorganization. Absent is any outline or explanation as to how the debtor intends to improve the Property for sale; whether funds are necessary to improve the Property; if so, whether any new funds would be by way of an unsecured loan or a priming loan;[1] a firm time-line for constructing the improvements; estimated costs for improvement of the Property; any independent evaluation from an appraiser as to the value of the Property after improvement; and even the most rough outline for a feasible Chapter 11 plan of reorganization that has a reasonable likelihood of being confirmed within a reasonable time.

Simply put, if the court were to accept Mr. Sperry's self-serving parroting that the Property is necessary for an effective reorganization as meeting the debtor's evidentiary burden under Code § 362(d)(2)(B), it would so water down this requirement as to make it virtually meaningless.

Accordingly, the court finds that there is no equity in the Property and the debtor has not met its burden of demonstrating that the Property is necessary for an effective reorganization that is in prospect. Accordingly, the Trust is entitled to relief from stay.

The court will hear the matter.

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1 **The court notes that if the debtor anticipates that the money necessary for the improvements to the Property is to be acquired by way of a priming loan, this is something the court seriously questions the feasibility of.**

18.	15-27284-D-11 JKB-3 LA COSTA LOANS HOLDINGS, LLC VS.	CONSOLIDATED RELIANCE, INC.	MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR ADEQUATE PROTECTION 11-24-15 [140]

This matter will not be called before 10:30 a.m.

Tentative Ruling:

This is the motion of the LA Costa Loans Holdings, LLC ("LA Costa") for relief from stay pertaining to the real property commonly referred to 146 North Golden State Boulevard, Turlock, California (the "Property"). LA Costa asserts there is no equity in the Property and that the Property is not necessary for an effective reorganization; accordingly, relief from stay is required under Bankruptcy Code ("Code") § 362(d)(2). The debtor has filed opposition to the motion and alleges that LA Costa has not made a sufficient evidentiary record to establish there is no equity in the Property; and further, that the Property is necessary for an effective reorganization (the "Objection"). LA Costa has filed a reply.

Code § 362(d) requires the court to grant relief from stay when there is cause, including a lack of adequate protection (§ 362(d)(1)); and, when there is no equity in a property and the property is not necessary for an effective reorganization (§ 362(d)(2)).

The standards for relief from stay under Code §§ 362(d)(1), (d)(2), are independent and alternative. Can-Alta Props., Ltd. V. States Sav. Mortg. Co. (In re Can-Alta Props., Ltd.), 87 B.R. 89,90 (9th Cir. BAP 1988). Code § 362(d)(2) provides that "the court shall grant relief from the stay . . . if - (A) the debtor does not have any equity in such property; and (B) such property is not necessary to an effective reorganization." Equity, for purposes of § 362(d)(2)(A), is the difference between the value of the property and all the encumbrances on it. Sun Valley Newspapers, Inc. V. Sun World Corp. (In re Sun Valley Newspapers, Inc.), 171 B.R. 71, 75 (9th Cir. BAP 1994) (citing Stewart v. Gurley, 745 F.2d 1194, 1196 (9th Cir. 1984).

Under the standard set by the Supreme Court in United Sav. Ass'n of Tex. V. Timbers of Inwood Forest Assocs., Ltd. ("Timbers") 484, U.S. 365; 108 S.Ct. 626 (1988), to establish that property is necessary for an effective reorganization under § 362(d)(2)(B), a debtor is required to show that "the property is essential for an effective reorganization that is in prospect . . . This means a reasonable prospect for a successful reorganization within a reasonable time." Timbers at 376 (internal quotations omitted); In re Dev., Inc., 36 B.R. 998, 1005 (Bankr. D. Haw. 1984) (cited with approval by Timbers). In addition, the debtor is required to show the plan proposed is not patently unconfirmable and has a realistic chance of being confirmed within a reasonable time. See Sun Valley Newspaper at 75.

Code § 362(g) provides that the party opposing relief from the stay has the burden of proof on all issues other than the debtor's equity in a property. Thus, once a movant establishes that a debtor has no equity in a property, "it is the burden of the debtor to establish that the collateral at issue is necessary to an effective reorganization." Timbers at 365. Again, this requires a showing that the Property is essential for an effective reorganization that is in prospect and that confirmation will occur within a reasonable time.

On October 13, 2015, the Debtor filed its Amended Schedule A - Real Property, listing the "as is" value for the Property at $500,000. Also on October 13, 2015 the debtor filed its Amended D Schedule - Creditors Holding Secured Claims, which shows that the aggregate debt on the Property is in excess of $950,000. As such, the debtor's schedules show that there is no equity in the Property. In addition, the Objection states that "the creditor is undersecured." Thus, the debtor concedes that there is no equity in the Property (Objection at pg. 5, line 25). Accordingly, the court finds there is no equity in the Property for the purpose of Code § 362(d)(2)(A).

As a result, it is the debtor's burden to demonstrate by a preponderance of the evidence that the Property is necessary for an effective reorganization. To meet this burden the debtor must establish by a preponderance of the evidence that the Property is essential for an effective reorganization. This requires a showing of a reasonable prospect of a successful reorganization within a reasonable time.

The only evidence that the debtor has submitted in regard to this prong of Code § 362(d)(2) is the Declaration of Rodney Sperry, who is an officer of the debtor. The only portion of the Sperry Declaration that addresses whether the Property is

necessary for an effective reorganization is paragraph 9. In paragraph 9 Mr. Sperry summarily concludes that the Property is necessary for a business reorganization because the debtor's business model is to purchase real properties that are in need of repair, enhance them and then sell them for a profit.

Noticeably absent from the debtor's evidentiary record is even the most general outline for a feasible plan of reorganization. Absent is any outline or explanation as to how the debtor intends to improve the Property for sale; whether funds are necessary to improve the Property; if so, whether any new funds would be by way of an unsecured loan or a priming loan;[1] a firm time-line for constructing the improvements; estimated costs for improvement of the Property; any independent evaluation from an appraiser as to the value of the Property after improvement; and even the most rough outline for a feasible Chapter 11 plan of reorganization that has a reasonable likelihood of being confirmed within a reasonable time.

Simply put, if the court were to accept Mr. Sperry's self-serving parroting that the Property is necessary for an effective reorganization as meeting the debtor's evidentiary burden under Code § 362(d)(2)(B), it would so water down this requirement as to make it virtually meaningless.

Accordingly, the court finds that there is no equity in the Property and the debtor has not met its burden of demonstrating that the Property is necessary for an effective reorganization that is in prospect. Accordingly, the Trust is entitled to relief from stay.

The court will hear the matter.

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1 **The court notes that if the debtor anticipates that the money necessary for the improvements to the Property is to be acquired by way of a priming loan, this is something the court seriously questions the feasibility of.**

19.	15-27284-D-11 RMY-2	CONSOLIDATED RELIANCE, INC.	CONTINUED MOTION TO BORROW AND/OR MOTION TO GRANT ADMINISTRATIVE PRIORITY TO LENDER 10-20-15 [47]

This matter will not be called before 10:30 a.m.

20.	15-91087-D-11 RMY-1	SPYGLASS EQUITIES, INC.	MOTION TO EMPLOY ROBERT M. YASPAN AS ATTORNEY 11-17-15 [12]

This matter will not be called before 10:30 a.m.

Tentative ruling:

This is the debtor's application to employ the Law Offices of Robert M. Yaspan ("Counsel") as its general counsel in this case. The United States Trustee has filed opposition. The notice of hearing did not inform creditors and parties-in-interest whether written opposition would be required in advance of the hearing;

thus, the court will entertain additional opposition, if any, at the hearing. For the guidance of the parties, the court issues this tentative ruling.

In support of the application, Mr. Yaspan testifies he has no connection with the debtor, its creditors, or any other party-in-interest in this case, or their respective attorneys or accountants, except that at least one of the creditors – whom he does not name – is a creditor of other debtors – also unnamed – whom he represents. That is the only connection disclosed by Mr. Yaspan in his declaration. He concludes, without qualification, that he does not represent any creditor of the debtor, and adds that he is not aware of any claim the debtor has against any of its officers, directors, members, or shareholders. Finally, he concludes he represents no interest adverse to the debtor, the debtor-in-possession, or the estate in the matters upon which he is to be engaged, and concludes he and his firm are disinterested parties within the meaning of § 101(14).

The court is not convinced this testimony is accurate and complete. Mr. Yaspan does not mention in his declaration, although the application does disclose, that his firm represents what the application characterizes as the debtor's parent company, Consolidated Reliance, Inc. ("CRI"), in a case pending in this court. According to the application, CRI owns 100% of the debtor in this case, Spyglass Equities, Inc. ("SEI") and has owned 100% of SEI since the latter's founding in 2014. There have been numerous transfers between the two companies, "and the net appears to be that SEI has sent money 'upstairs' to its parent, CRI, in the amount of approximately $530,000." App. at 2:1-2. The application continues: "However, no promissory notes appear to have been created. The preliminary view, subject to the review of outside accountants, is that the funds paid are in the nature of a dividend. For that reason SEI does not appear to be at this point a creditor of CRI; nor does CRI appear to be a creditor of SEI." Id. at 2:3-7. The firm has requested additional details from CRI's officers.

The firm's representation of CRI and CRI's relationship with SEI are connections that should have been disclosed in Mr. Yaspan's declaration as well as in the application. See Fed. R. Bankr. P. 2014(a). Further, except for the statement that he and his firm are disinterested parties, the statements in the declaration are made only as to Mr. Yaspan himself ("I have no connection . . .," etc.) and not as to his firm, whereas the "person" proposed to be employed by the debtor is the firm; thus, all of the firm's connections with the various parties should have been disclosed. Finally, the conclusion that neither CRI nor SEI is a creditor of the other is far from clear; in fact, at this point, it seems to the court to be a matter of pure speculation and likely inaccurate. The absence of promissory notes is not dispositive, and the "preliminary view, subject to the review of outside accountants," that the transfers between the two companies, in the net amount of approximately $530,000 from SEI to CRI, are dividends is unsupported and self-serving. The court notes that the transfers were not disclosed at all in either CRI's or SEI's statements of financial affairs. In the court's view, they should have been disclosed in answer to question 10 (other transfers) if not elsewhere, yet both debtors answered that question, "None."

The court finds that there are significant potential conflicts of interest between the two debtors, such that Counsel, because it represents CRI, represents an interest adverse to the estate in SEI's case and may not also be employed as counsel for SEI. See cases cited by the United States Trustee. Accordingly, the motion will be denied.

The court will hear the matter.

21.	15-26789-D-7 KAZ-1 U.S. BANK, N.A. VS.	BRIAN/TINA MCCURDY	CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY 11-9-15 [15]

Final ruling:

This is a continued motion for relief from stay. The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. The trustee has filed a statement of no assets and the debtors received their discharge on December 15, 2015 and, as a result, the stay is no longer in effect as to the debtors (see 11 U.S.C. § 362(c)(3)). Accordingly, the motion will be denied as to the debtors as moot. The court will grant relief from stay as to the trustee and the estate, and will waive FRBP 4001(a)(3). This relief will be granted by minute order. There will be no further relief afforded. No appearance is necessary.

22.	14-25820-D-11 FWP-29	INTERNATIONAL MANUFACTURING GROUP, INC.	MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH WORLD TEAMTENNIS, LLC 12-9-15 [789]

23.	15-25121-D-7 HCS-5	PETER AMENDOLA AND VANESSA PERALTA	MOTION FOR COMPENSATION BY THE LAW OFFICE OF HERUM\CRABTREE\SUNTAG FOR DANA A. SUNTAG, TRUSTEE'S ATTORNEY(S) 11-25-15 [67]

Final ruling:

This is the motion of the trustee's counsel for a first and final allowance of compensation in this case. The motion was noticed pursuant to LBR 9014-1(f)(1) and no opposition has been filed. With the exceptions noted below, the record establishes, and the court finds, that the fees and costs requested are reasonable compensation for actual, necessary, and beneficial services under Bankruptcy Code § 330(a).

The court will disallow the three entries for preparation of proofs of service, at $90 per hour, or $18 each, for a total of $54, as those services are secretarial in nature and not appropriate for compensation, and the entry for the appearance at the hearing on this motion, at $325 per hour, or $162.50. As the motion is being resolved by final ruling, there will be no need for the appearance. Thus, the court will disallow a total of $216.50. The balance of the fees and costs requested, $4,251.26, will be approved. Moving party is to submit an appropriate order. No appearance is necessary.

24.	14-21822-D-7 SCB-3	EMMA/MACK JACKSON	MOTION FOR COMPENSATION FOR LORIS L. BAKKEN, TRUSTEE'S ATTORNEY 11-25-15 [41]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed. The record establishes, and the court finds, that the fees and costs requested are reasonable compensation for actual, necessary, and beneficial services under Bankruptcy Code § 330(a). As such, the court will grant the motion by minute order. No appearance is necessary.

25.	15-26922-D-7 KJH-1	CHRISTOPHER/MANDY ALLGOOD	CONTINUED TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO APPEAR AT SEC. 341(A) MEETING OF CREDITORS 11-9-15 [18]
26.	14-31929-D-7 MPD-9	MEDICI LOGGING, INC.	MOTION FOR COMPENSATION FOR MICHAEL P. DACQUISTO, TRUSTEE'S ATTORNEY 12-2-15 [79]
27.	11-46032-D-11 JGD-16	CROSS CHECK SERVICES, LLC	MOTION FOR ENTRY OF DISCHARGE 12-7-15 [252]

28. 15-27284-D-11 CONSOLIDATED RELIANCE, ENTERPRISE FM TRUST VS.

MOTION FOR RELIEF FROM INC.AUTOMATIC STAY
11-30-15 [147]

Final ruling:

The motion is denied for the following reasons: (1) moving party failed to file the proof of service as a separate document as required by LBR 9014-1(e)(3); (2) moving party has failed to include an appropriate docket control number as required by LBR 9014-1(c); and (3) the notice failed to include information required an opportunity for opposition as required by LBR 9014-1(d)(4). As a result of these procedural/service defects, the court will deny the motion by minute order. No appearance is necessary.

29. 12-26188-D-7 FF-9 FELIX/SVETLANA VEYTSMAN

MOTION TO AVOID LIEN OF JPMORGAN CHASE BANK, N.A.
12-9-15 [88]

30. 12-26188-D-7 FF-10 FELIX/SVETLANA VEYTSMAN

MOTION TO AVOID LIEN OF TRI COUNTIES BANK
12-9-15 [93]

31. 12-26188-D-7 FF-11 FELIX/SVETLANA VEYTSMAN

MOTION TO AVOID LIEN OF CAPITAL ONE BANK USA, N.A.
12-9-15 [98]

32. 15-29099-D-7 RAJINDER/MEENA WALIA MOTION TO COMPEL ABANDONMENT
FF-1 12-7-15 [9]

Final ruling:

This is the debtors' motion to compel the trustee to abandon their business, Nu Liberty Taxi. The motion will be denied because the moving parties served only the chapter 7 trustee and the United States Trustee and failed to serve any creditors.

Fed. R. Bankr. P. 6007(a) requires the trustee or debtor in possession to "give notice of a proposed abandonment or disposition of property to the United States trustee [and] all creditors . . . ." On the other hand, Fed. R. Bankr. P. 6007(b) provides that "[a] party in interest may file and serve a motion requiring the trustee or debtor in possession to abandon property of the estate." Ostensibly, the latter subparagraph does not require that notice be given to all creditors, even though the former does. A motion under subparagraph (b), however, should generally be served on the same parties who would receive notice under subparagraph (a) of Fed. R. Bankr. P. 6007. See In re Jandous Elec. Constr. Corp., 96 B.R. 462, 465 (Bankr. S.D.N.Y. 1989) (citing Sierra Switchboard Co. v. Westinghouse Elec. Corp., 789 F.2d 705, 709-10 (9th Cir. 1986)).

As a result of this service defect, the motion will be denied by minute order. No appearance is necessary.

33. 10-42050-D-7 VINCENT/MALANIE SINGH MOTION BY JEREMY P. RUTLEDGE TO
12-2367 HLC-3 WITHDRAW AS ATTORNEY
BURKART V. PRASAD 12-17-15 [142]

This matter will not be called before 10:45 a.m.

34 10-42050-D-7 VINCENT/MALANIE SINGH MOTION BY JEREMY P. RUTLEDGE TO
12-2369 HLC-3 WITHDRAW AS ATTORNEY
BURKART V. SINGH 12-17-15 [145]

This matter will not be called before 10:45 a.m.

35. 10-42050-D-7 VINCENT/MALANIE SINGH MOTION BY JEREMY P. RUTLEDGE TO
12-2386 HLC-3 WITHDRAW AS ATTORNEY
BURKART V. RAM 12-17-15 [130]

This matter will not be called before 10:45 a.m.

36. 10-42050-D-7 VINCENT/MALANIE SINGH MOTION BY JEREMY P. RUTLEDGE TO
12-2395 HLC-3 WITHDRAW AS ATTORNEY O.S.T.
BURKART V. PRASAD ET AL 12-17-15 [144]

This matter will not be called before 10:45 a.m.

37. 10-42050-D-7 VINCENT/MALANIE SINGH MOTION BY JEREMY P. RUTLEDGE TO
12-2433 HLC-3 WITHDRAW AS ATTORNEY
BURKART V. SINGH 12-17-15 [140]

This matter will not be called before 10:45 a.m.