

UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Hearing Date: Wednesday, December 23, 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. [19-10804](#)-B-13 IN RE: DENISE COX
[TCS-2](#)

MOTION TO MODIFY PLAN
11-18-2020 [[59](#)]

DENISE COX/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and it shall reference the plan by the date it was filed.

2. [20-11117](#)-B-13 **IN RE: CLAUDIA CASTRO**
[TCS-2](#)

MOTION TO MODIFY PLAN
11-10-2020 [\[39\]](#)

CLAUDIA CASTRO/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to January 27, 2021 at 9:30 a.m.

ORDER: The court will issue an order.

This motion was set for hearing on at least 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). Chapter 13 Trustee Michael Meyer ("Trustee") filed an objection to the Claudia Castro's ("Debtor") fully noticed motion to modify her chapter 13 plan. Doc. #46. Trustee contends that the plan fails to provide for submission of all or such portion of Debtor's future earnings and income to the supervision and control of the Trustee as is necessary for the execution of the plan. See 11 U.S.C. § 1322(a). Trustee contends that the modification does not address the deficiencies for months 1 to 7, wherein Class 1 pre-petition arrears claims are delinquent \$3,057.95; Class 2 is delinquent 2,610.74; and attorney fees are delinquent \$2,642.50. *Id.* Trustee states that the plan payment is insufficient to fund the plan by \$306.16 per month until attorney fees are paid in full. *Id.*

Unless this case is voluntarily converted to chapter 7, dismissed, or Trustee's opposition to modification is withdrawn, Debtor shall file and serve a written response not later than January 13, 2021. The response shall specifically address each issue raised in the opposition to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtor's position. Trustee shall file and serve a reply, if any, by January 20, 2021.

If the Debtor elects to withdraw this plan and file a modified plan in lieu of filing a response, then a confirmable modified plan shall be filed, served, and set for hearing not later than January 20, 2021. If Debtor does not timely file a modified plan or a written response, this motion will be denied on the grounds stated in the opposition without a further hearing.

3. [20-13217](#)-B-13 **IN RE: LARRY/DOLORES SYRA**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
12-7-2020 [[36](#)]

MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the installment fees now due in the amount of \$77.00 were paid on December 11, 2020. Therefore, the Order to Show Cause will be vacated.

The order permitting the payment of filing fees in installments will be modified to provide that if future installments are not received by the due date, the case will be dismissed without further notice or hearing.

4. [20-10150](#)-B-13 **IN RE: PAOLA ZAVALA LOPEZ**
[BDB-4](#)

MOTION TO AVOID LIEN OF WAHR FINANCIAL GROUP, LLC
11-19-2020 [[60](#)]

PAOLA ZAVALA LOPEZ/MV
BENNY BARCO/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a

prima facie showing that they are entitled to the relief sought, which the movant has done here.

Paola Zavala Lopez ("Debtor") filed this motion to avoid a judicial lien encumbering her property located at 1107 Monterey St., Bakersfield, CA 93305 ("Property") in favor of WAHR Financial Group, LLC ("Creditor"), in the sum of \$3,535.52. Doc. #60; #63, Ex. A.

This motion will be GRANTED.

In order to avoid a lien under 11 U.S.C. § 522(f)(1) Debtor must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003), quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd* 24 F.3d 247 (9th Cir. 1994).

A judgment was entered against Debtor in favor of Creditor in the sum of \$3,535.52 on August 23, 2016. Doc. #63, Ex. A. An abstract of judgment was issued on October 18, 2016 and recorded in Kern County on October 24, 2016. *Id.* Creditor filed a proof of claim in the amount of \$4,494.05 on March 9, 2020. See claim #9-1.

On the petition date, Property had an approximate value of \$75,000.00. Doc. #30, Schedule A/B at ¶ 1.1. The unavoidable liens encumbering Property totaled \$87,981.25 on that same date, consisting of a first deed of trust in favor of Fay Servicing, LLC. Doc. #11, Schedule D at ¶ 2.1. Debtor claimed an exemption pursuant to California Civ. Proc. Code ("C.C.P.") § 703.140(b)(1) in the amount of \$1.00. Doc. #65, Schedule C at ¶ 2. Property's encumbrances can be illustrated as follows:

Property's Fair Market Value on petition date		\$75,000.00
Total amount of all other liens on the Property on the date of filing (excluding judicial liens)	-	\$87,981.25
Extent first deed of trust is unsecured	=	(\$12,981.25)
Amount of Debtor's C.C.P. § 703.140 exemption	-	\$1.00
Amount of Creditor's Judicial Lien	-	\$4,494.05
Extent Debtor's exemption impaired	=	(\$17,476.30)

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is no equity to support the judicial lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption of the real property and it will be avoided subject to 11 U.S.C. § 349(b)(1)(B).

Debtor has established the four elements necessary to avoid a lien under § 522(f)(1). Therefore, this motion will be GRANTED.

5. [18-11457](#)-B-13 **IN RE: GREGG/WENDY SCHOFIELD**
[PBB-5](#)

MOTION TO MODIFY PLAN
11-13-2020 [\[91\]](#)

GREGG SCHOFIELD/MV
PETER BUNTING/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and it shall reference the plan by the date it was filed.

6. [20-13358](#)-B-13 **IN RE: JENNIFER WELLS**
[CJK-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY PENNYMAC LOAN SERVICES,
LLC
12-7-2020 [[17](#)]

PENNYMAC LOAN SERVICES, LLC/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
CHRISTINA KHIL/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Overruled.

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

Creditor PennyMac Loan Services, LLC ("Creditor"), objects to Jennifer Wells' ("Debtor") plan confirmation pursuant to Local Rule of Practice ("LBR") 3015-1(c)(4). However, the notice did not contain the correct language required by LBR 9014-1(d)(3)(B)(iii). See Doc. #18.

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 after 4:00 p.m. the day before the hearing. Here, the notice of hearing stated that respondents could check the Court's website at "www.caebcourts.gov[" This is not the correct URL for the Court's website. Respondents will not be able to locate pre-hearing dispositions at this location.

This objection was filed under LBR 3015-1(c)(4), which requires objections to confirmation be filed within seven days after the first date set for the § 341(a) meeting of creditors. The meeting of creditors was first set and concluded as to Debtor on December 1, 2020. Creditor filed this objection on December 7, 2020, and therefore Creditor's objection was timely. Doc. #17. Typically, this matter would be continued so that Creditor could file an amended notice, as overruling the objection for noticing defects would cause the re-filed objection to be untimely. But even if re-filed, this objection would still be overruled on the merits as discussed below.

Creditor's objection hinges on its status as a secured creditor with respect to Debtor's real property commonly known as 3038 W. Oriole Ave., Visalia, CA 93291 ("Property"). *Id.* Creditor asserts that the total amount due and owing is \$230,298.37, which includes pre-petition arrears of \$6,644.69 and ongoing post-petition mortgage payments of \$1,613.55 as of November 1, 2020. *Id.*; see also Claim #6-1. Pursuant to § 1322(b), Creditor believes that the plan is modifying its rights as a secured creditor holding a claim against Debtor's principal residence. Doc. #17. On this basis, Creditor asks

that the court either deny plan confirmation or amend the plan to reclassify it as a Class 1 claim. *Id.*

Presently, Creditor is listed in Class 4, which includes secured claims paid directly by Debtor or a third party. Doc. #3, ¶ 3.10. But section 3.02 of the plan provides that it is the proof of claim, not the plan itself, that determines the amount that will be repaid under the plan. *Id.*, ¶ 3.02. Creditor's proof of claim filed December 7, 2020 states an arrearage of \$6,644.69. Claim #6-1. But the claim is still classified in Class 4 and paid directly by Debtor. If confirmed, the plan terminates the automatic stay for Class 4 creditors, so Creditor would have stay relief. *Id.*, ¶ 3.11. But if Debtor needed to modify the plan to account for the arrearage, then the objection would be moot.

On December 18, 2020 and though not required, Debtor filed a response stating she would include the arrearage amount of \$6,644.69 owed to Creditor and include the on-going mortgage payment of \$1,613.55 under Class 1 instead of Class 4 to be paid by the Debtor. Doc. #20. Thus, Debtor will modify the plan to account for the arrearage and therefore this objection is moot.

Accordingly, this objection will be OVERRULED AS MOOT.

7. [20-12359](#)-B-13 **IN RE: CARINA LOERA**
[MAZ-2](#)

MOTION TO CONFIRM PLAN
11-10-2020 [[40](#)]

CARINA LOERA/MV
MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a

prima facie showing that they are entitled to the relief sought, which the movant has done here.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and it shall reference the plan by the date it was filed.

8. [20-13269](#)-B-13 **IN RE: PAUL/DEBRA BELT**
[MHM-1](#)

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
11-24-2020 [[14](#)]

MICHAEL MEYER/MV
DAVID JENKINS/ATTY. FOR DBT.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Chapter 13 Trustee Michael Meyer withdrew this objection on December 2, 2020. Doc. #18. Accordingly, the objection will be dismissed and this matter will be dropped from calendar.

9. [18-13595](#)-B-13 **IN RE: DIMAS COELHO**
[TCS-5](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF TIMOTHY C.
SPRINGER FOR NANCY D. KLEPAC, DEBTORS ATTORNEY(S)
11-25-2020 [[98](#)]

TIMOTHY SPRINGER/ATTY. FOR DBT.

NO RULING.

This matter was filed on 28 days' notice as required under Local Rule of Practice ("LBR") 9014-1(f)(1) and will proceed as scheduled.

Nancy D. Klepac of the Law Office of Timothy C. Springer ("Movant") requests fees of \$6,295.00 and reimbursement for expenses of \$22.50—totaling \$6,317.50—for services rendered and costs incurred between June 5, 2020 and November 10, 2020. Doc. #98. No party in interest timely filed written opposition.

Dimas Silva Coelho ("Debtor"), represented by Thomas O. Gillis ("Gillis"), filed bankruptcy on August 31, 2018. Doc. #1. The plan was confirmed while Gillis was counsel on January 22, 2019. Doc. #53. However, in February 2020, Gillis was suspended from the practice of law and Movant was substituted in as counsel on October 5, 2020. Doc. #78. Recently, this court ordered \$800.00 in fees be disgorged by Gillis after finding that Gillis was only entitled to

keep \$3,200.00 of the \$4,000.00 "no look" fee he received pre-petition under LBR 2016-1(c). See Doc. #97.

Movant filed the First Amended Plan on October 5, 2020, but after objections from the chapter 13 trustee and secured creditor Nationstar Mortgage, LLC, the plan was withdrawn on November 3, 2020. See Doc. #87; TCS-2. The Second Amended Plan was filed on November 10, 2020 and confirmed without objection on December 16, 2020. See TCS-4.

The plan states that Movant received \$0.00 prior to filing and will be paid an additional \$3,100.00 through the plan in accordance with 11 U.S.C. §§ 329, 330, and subject to court approval. Doc. #89, ¶ 3.05. The Nonstandard Provisions in section 7 provide, in relevant part:

All cash on hand to be allocated towards Debtor's attorney's fees to be paid after the fee application is granted. When Debtor's motion to disgorge fees is granted, the amount is to be paid into the plan as attorney fees to Debtor's current attorney . . . Any remaining attorney fees not paid under the plan shall be discharged.

Id., ¶ 7.

The fee application's Summary Table has the following entry: "Fees and Expenses to be paid by Trustee or Debtor Directly (Fee paid part by trustee and debtor explain in paragraph 9 (3).)" Doc. #98, ¶ 1(f). In response, Movant entered "X Trustee[.]" *Ibid.*

Paragraph 9, which consists of declarations, does not provide clarity as to the source of payment for the remaining fee balance. Paragraph 9(3) states:

(3) Chapter 13 Plan Feasibility:

I have reviewed the Chapter 13 Trustee's data and the Chapter13 [sic] Plan. If the fees and expenses sought to be approved are to be paid through the Chapter 13 Plan, the plan is feasible and will complete timely. If the fees and expenses are to be paid by the debtor(s) directly, the following explains the source of funds.

Facts: a. The Plan is feasible and calculated into the funding of the Plan.

Id., ¶ 9(3) (emphasis in original).

Though somewhat ambiguous, it appears that Movant is requesting Debtor to pay the remaining balance of the fee application. The estate will have \$3,100.00 available to pay to attorney fees and an \$800.00 claim against Gillis for disgorged fees. Assuming Gillis tenders \$800.00, the estate will have \$3,900.00 available at most to disburse for attorney fees. Of Movant's \$6,317.50 fee application, at least \$2,417.50 will remain to be paid by Debtor. Any remaining balance left unpaid at completion of the plan will be discharged.

11 U.S.C. § 330(a)(1)(A) & (B) permits approval of "reasonable compensation for actual necessary services rendered by . . . [a] professional person" and "reimbursement for actual, necessary expenses."

Movant asserts it completed the following services, including but without limitation: (1) preparing and filing a motions to substitute counsel (TCS-1) and disgorge fees (TCS-3); (2) preparing and filing the first (TCS-2) and second (TCS-4) modified plans and responding to objections, if any; (3) analyzing potential claims for violation of the discharge injunction; and (4) preparing and filing this fee application. Doc. #98, ¶ 5. Additionally, Movant requests \$22.50 for reimbursement of necessary expenses, but lists "Other" as the only explanation. *Id.*, ¶ 6.

As an exhibit, Movant filed a statement from Debtor that states he has "read the fee application of [Movant] and approve[s] the same." Doc. #100, Ex. E. This statement is dated June 5, 2020. Moreover, the caption page is partially completed. It does not indicate the date, time, or location of the hearing. It also does not specify whether it is an interim or final application. The "5" in "TCS-5" appears to be written in by hand, implying that the original form signed by Debtor only included the case number and "TCS-". The concern, here, is that the substitution of counsel was not approved until October 5, 2020. This insinuates that Debtor "consented" to the fee application over six months ago—and four months before counsel was approved. At that time, neither Movant nor Debtor would know the amount of fees and expenses sought, let alone the number of hours to be worked, photocopies printed, postage paid, plans filed, or objections opposed. In short, Debtor's consent is stale. The six-month-old date calls into question whether Debtor recently reviewed the application and consents to being indebted \$2,417.50, or more, for the balance of unpaid attorney fees. If not so indebted, there is no current consent to the fees requested.

The plan *does* provide for discharge of those fees at completion of the plan, so an argument may exist that this stale consent is *de minimis* because any outstanding balance will be discharged. But what if the plan is not completed? What if the case is dismissed? The court is reluctant to award *carte blanche* the fees requested without verification that Debtor is both aware of and approves of the full amount they will be required to pay.

This matter will be called as scheduled to inquire about Debtor's consent and the source of the funds for the remaining balance of fees that cannot be paid through the plan. The court will inquire whether Movant will limit fee recovery to what is paid Movant under the plan. Unpaid fees will be discharged subject to Debtor's ability to voluntarily repay the debt under § 524(f).

10. [18-11583](#)-B-13 **IN RE: TODD FISHER AND LEZA COOPER**
[MHM-3](#)

CHAPTER 13 TRUSTEE'S FORBEARANCE STATUS CONFERENCE
12-10-2020 [[92](#)]

STEPHEN LABIAK/ATTY. FOR DBT.

NO RULING.

The parties shall be prepared to discuss treatment of secured creditor Village Capital & Investment's ("Creditor") recently filed Notice of Forbearance, which states a forbearance is effective for the Debtors' mortgage payments due August 1, 2020 through January 31, 2021. Chapter 13 Trustee Michael Meyer ("Trustee") indicates that the mortgage payments due August 1, 2020 through October 1, 2020 have already been paid to Creditor. *Id.*, ¶ 7. Trustee requests that the forbearance be denied or, in the alternative, effective only for three months beginning November 2020, with mortgage payments to Creditor resuming in February 2021.

11:00 AM

1. [20-11657](#)-B-7 **IN RE: MARICEL/CHRISTOPHER LOCKE**
[20-1049](#)

CONTINUED STATUS CONFERENCE RE: AMENDED COMPLAINT
10-28-2020 [[25](#)]

GUILLERMO V. LOCKE ET AL
GILBERT ZAVALA/ATTY. FOR PL.
RESPONSIVE PLEADING

NO RULING.

The parties shall be prepared to discuss Initial Disclosures and a discovery timeline.