

UNITED STATES BANKRUPTCY COURT
DEPARTMENT 1
JUDGE MARGARET M. MANN, PRESIDING
THURSDAY, FEBRUARY 19, 2015

10:00 AM

1 - 11-07124-MM Ch 7 TAMI LYN & STEVEN MICHAEL SATKOWIAK

ADV: 11-90377 CASTROL NORTH AMERICA, INC. v. TAMI & STEVEN SATKOWIAK & STEVEN MICHAEL SATKOWIAK

PRE-TRIAL STATUS CONFERENCE (fr. 12/18/14)

Tentative Ruling: Continued to September 24, 2015 at 10:00 a.m., Department 1. If additional mediation would be helpful, the parties may contact the Courtroom Deputy, Gregg Robinson at 619-557-7407 to get an order. Appearances at the February 19, 2015 hearing are excused.

The trial on this adversary proceeding will be heard on October 6-7 at 9:30 a.m.

1. Each party's witness list and exhibit list, together with all declarations or trial briefs, must be served on the other party and filed with the Court no later than September 10, 2015.

2. All witness must present their direct testimony by declaration. Declarations previously filed can be used. Any witness signing a declaration must be present in person at the trial to adopt his or her declaration testimony as direct testimony and for cross-examination. If a declarant is not present at the trial, his or her testimony by the declaration will not be admitted into evidence.

3. Each party's exhibit list must be filed and served with one copy of each exhibit attached. Each exhibit must be authenticated in a declaration. Castrol's exhibits shall be identified numerically and Satkowiaks' exhibits shall be identified alphabetically. Failure to authenticate an exhibit in a declaration, or to list and attach an exhibit to the exhibit list, will result in its exclusion from evidence, unless an exhibit is offered solely as a rebuttal exhibit.

4. Any objections to evidence must be filed no later than September 17, 2015.

5. Any witness proffered at the evidentiary hearing, other than a witness proffered solely for rebuttal purposes, who has not submitted a declaration will not be permitted to testify at the hearing.

6. Each party must bring to the trial an original and two copies of each rebuttal exhibit for it to be introduced in evidence.

7. Each party must provide a copy of all his exhibits and declarations in a trial binder to the Court no later than September 24, 2015.

8. A pretrial hearing will be heard September 24, 2015 at 10:00 a.m. and the Court will rule on any objections to evidence or other pretrial motions.

ATTORNEY: DAVID A. RENTTO (CASTROL NORTH AMERICA, INC.)
ATTORNEY: JUDITH A. DESCALSO (TAMI & STEVEN SATKOWIAK)

10:00 AM

2 - 11-20843-MM Ch 7 ROBERT DALE & KAREN SUE WEBB

- 1) APPLICATION FOR COMPENSATION & REIMBURSEMENT OF EXPENSES FOR GAYLE BLATT, ATTORNEY FOR TRUSTEE

Tentative Ruling: The Court having considered the Application for Final Professional Compensation (the "Application") filed by Casey, Gerry, Schenk, Francavilla, Blatt & Penfield LLP, Attorney for Chapter 7 Trustee, for fees of \$162,987.50 and expenses of \$3,159.33; No opposition having been timely filed and good cause appearing; The Application is granted and appearances are excused. Casey, Gerry, Schenk, Francavilla, Blatt & Penfield LLP may upload an order granting the Application in full as requested.

- 2) FIRST AND FINAL APPLICATION FOR COMPENSATION & REIMBURSEMENT OF EXPENSES FOR DEAN JOHNSON, ACCOUNTANT

Tentative Ruling: The Court having considered the Application for Final Professional Compensation (the "Application") filed by R. Dean Johnson, Accountant for Chapter 7 Trustee, for fees of \$1,884.00 and expenses of \$124.24; No opposition having been timely filed and good cause appearing; The Application is granted and appearances are excused. R. Dean Johnson may upload an order granting the Application in full as requested.

- 3) FIRST AND FINAL APPLICATION FOR COMPENSATION & REIMBURSEMENT OF EXPENSES FOR GERALD DAVIS, TRUSTEE

Tentative Ruling: The Court having considered the Application for Final Professional Compensation (the "Application") filed by Gerald H. Davis, Chapter 7 Trustee, for fees of \$14,356.27 and expenses of \$155.16; No opposition having been timely filed and good cause appearing; The Application is granted and appearances are excused. Gerald H. Davis may upload an order granting the Application in full as requested.

ATTORNEY: MISTY A. PERRY ISAACSON (ROBERT & KAREN WEBB)

3 - 12-06549-MM Ch 7 SAN DIEGO DOOR & WINDOW, INC.

ADV: 13-90260 LESLIE GLADSTONE, TRUSTEE v. ALAN HOLSAPPLE

PRE-TRIAL STATUS CONFERENCE (fr. 1/22/15)

Tentative Ruling: Continued to April 2, 2015 at 10:00 a.m., Department 1 pursuant to the parties' stipulation. Status reports are due March 26, 2015. Appearances at the February 19, 2015 hearing are excused.

ATTORNEY: CHRISTIN A. BATT (LESLIE GLADSTONE, TRUSTEE)

ATTORNEY: GARY A. QUACKENBUSH (ALAN HOLSAPPLE)

10:00 AM

4 - 14-00601-MM Ch 7 JOE MANUEL & JO ANN LOUCAO

ADV: 14-90062

AUTOMOTIVE FINANCE CORPORATION v. JOE LOUCAO

TELE

PRE-TRIAL STATUS CONFERENCE (fr. 12/4/14)

Tentative Ruling: As previously ordered, the adversary proceeding regarding nondischargeability will be heard on April 6-7, 2015 at 9:30 a.m.

1. Each party's witness list and exhibit list, together with all declarations or trial briefs, must be served on the other party and filed with the Court no later than March 12, 2015.
2. All witnesses must present their direct testimony by declaration. Declarations previously filed can be used. Any witness signing a declaration must be present in person at the trial to adopt his or her declaration testimony as direct testimony and for cross-examination. If a declarant is not present at the trial, his or her testimony by the declaration will not be admitted into evidence.
3. Each party's exhibit list must be filed and served with one copy of each exhibit attached. Each exhibit must be authenticated in a declaration. AFC's exhibits shall be identified numerically and Loucao's exhibits shall be identified alphabetically. Failure to authenticate an exhibit in a declaration, or to list and attach an exhibit to the exhibit list, will result in its exclusion from evidence unless an exhibit is offered solely as a rebuttal exhibit.
4. Any objections to evidence must be filed no later than March 19, 2015.
5. Any witness proffered at the evidentiary hearing, other than a witness proffered solely for rebuttal purposes, who has not submitted a declaration will not be permitted to testify at the hearing.
6. Each party must bring to the trial an original and two copies of each rebuttal exhibit for it to be introduced in evidence.
7. Each party must provide a copy of all his exhibits and declarations in a trial binder to the Court no later than March 26, 2015.
8. A pretrial hearing will be heard March 26, 2015 at 10 a.m., and the Court will rule on any objections to evidence or other pretrial motions.
9. In the Court's Tentative Ruling dated December 1, 2014, the Court requested that the parties be prepared to identify what issues are undisputed. This has not occurred. The Court has compiled a list of undisputed facts based on AFC's motion for summary and Debtor's motion to dismiss to insure the efficiency of the trial process. If a party disputes a particular fact; it must identify what evidence it will rely upon to dispute this fact in its evidence to be submitted on March 12, 2015.
 - a. Loucao was the owner and President of Pacific Coast Motors ("PCM"), a used car dealership.
 - b. To finance its inventory, Loucao on behalf of PCM, executed a note on August 31, 2011, in favor of Automotive Finance Company ("AFC") in the amount of \$300,000 for a line of credit ("Note"). The Note required that the proceeds from the sale of the inventory be held in trust and remitted to AFC within 48 hours of a sale. The Note granted a security interest in PCM's inventory acquired using Note advances.
 - c. That same day, Loucao executed an unsecured guaranty on the Note for the benefit of AFC ("Guaranty"). Immediately after the execution of the Note, AFC filed a UCC-1 financing statement with the California Secretary of State to perfect the security interest in the inventory.

- d. The Note did not require PCM to maintain segregated funds resulting from the proceeds of the sale of the vehicles purchased by advances from the Note.
- e. The Note and Guaranty state the following:
 - i. "All Vehicles located at the Dealer's place of business constitute inventory for resale in the ordinary course of the Dealer's business unless the vehicle is plainly marked otherwise. None of the Vehicles are in the Dealer's possession pursuant to a consignment or other agreement providing that someone other than the Dealer is the vehicle's owner." (Note, ¶ 3.8)
 - ii. "To secure the Dealer's prompt payment of the Purchase Money Inventory . . . obligations, dealer hereby grants to [AFC] a lien and a purchase money security interest in the . . . inventory and the Titles thereto." (Note, ¶ 3.0)
 - iii. "Dealer shall hold the amount received from the disposition of inventory in Trust for the benefit of [AFC] and Dealer shall pay [AFC] in accordance with Section 2.6." (Note, ¶ 4.0)
 - iv. "Dealer shall pay [AFC] on demand and without notice, with respect to a sale of Purchase Money Inventory on the earlier of: (a) forty-eight (48) hours after the disposition of sale or otherwise of an item of Purchase Money Inventory, or (b) the Curtailment Date." (Note, ¶ 2.6)
 - v. "All debts and liabilities, present and future, of Debtor to the undersigned are hereby assigned to Lender and postponed to the liability, and all monies received by the undersigned in respect thereof shall be received in trust for the lender, without in any way lessening or limiting the ability of the undersigned under this guaranty." (Guaranty, ¶ 7)
- f. Between June 26, 2013 and October 2, 2013, AFC advanced \$77,764.44 pursuant to the Note. Advances from the Note were made on the following dates for the vehicles listed:

Date	Vehicle
6/26/2013	1997 Honda CR-V
8/7/2013	2008 Saturn Outlook
8/21/2013	2005 GMC Youkon
8/28/2013	2006 Ford Taurus
8/25/2013	2005 Nissan Altima
9/4/2013	2008 Honda Civic
9/12/2013	2005 Pontiac Grand Prix
9/18/2013	2010 Ford Escape
9/23/2013	2003 VW Passat
9/25/2013	2009 Ford Fusion
9/25/2013	2004 Honda Civic
9/25/2013	2009 Chrysler Sebring
9/25/2013	2006 Toyota Camry
9/25/2013	2000 Chevy Camaro
10/2/2013	2002 Nissan Altima

The record does not indicate the principal amount from each individual advance.

- g. On September 25, 2013, AFC conducted an onsite audit of PCM. During the audit, PCM produced bills of sale to AFC's agents showing the sales of vehicles that were sold, for which payment had not been received. AFC did not exercise its rights under the Note as a result of this audit.
- h. On October 18, 2013, AFC conducted an additional onsite audit of PCM. Audit evidence was produced to AFC's auditors of bills of sales of inventory, for which payment had not yet been received. AFC did not exercise its rights under the Note as a result of this audit.
- i. On October 31, 2013, AFC requested photos of the lot to

document the vehicles that were available for sale. Loucao's son provided photographs of the PCM's vehicles and sales lot to Jaclyn Pullen, a manager at AFC. Upon on review of the photos, AFC manager Jaclyn Pullen locked the Note, preventing further advances.

- j. On November 11, 2013, PCM authorized AFC to make ACH payments from PCM to AFC totaling \$5,828.71. These payments were rejected due to insufficient funds.
- k. On November 14, 2013, AFC conducted an onsite audit of PCM. Audit evidence was produced to AFC's auditors of bills of sale of inventory, for which payment had not yet been received. Additionally, the auditor documented 18 vehicles on the lot that were financed by AFC. AFC did not exercise its rights under the Note as a result of this audit; however, the AFC manager continued to prevent further draws on the Note.
- l. On November 21, 2013, AFC manager Jaclyn Pullen conducted an onsite audit of PCM. Vehicles documented as being on the PCM's lot in the November 14, 2013 audit were no longer on the lot one week later, on November 21, 2013. PCM did not have documentation of a sale or that it was awaiting financing from the purchaser for these vehicles.
- m. Through November 21, 2013, no ACH payments were made to AFC. The principal amount of \$77,764.44 was drawn from the Note, accruing \$9,590.58 of interest to date for a total of \$87,355.02.
- n. On January 30, 2014, Loucao filed for bankruptcy under Chapter 7. Loucao listed AFC as a creditor on Schedule F of his filing.
- o. On April 30, 2014, AFC initiated an adversary proceeding to object to the discharge of debt owed to AFC by Loucao under the Guaranty. AFC alleges that the debt is nondischargeable under 11 USC 523 (a)(2), (a)(4), and (a)(6).
- p. On July 2, 2014, the Court denied Loucao's Motion to Dismiss.
- q. On December 1, 2014, the Court denied AFC's Motion for Summary Judgment.

10. In the event the parties fail to abide by the above requirements and deadlines, the Court, in its discretion, may vacate the evidentiary hearing and issue an Order to Show Cause regarding appropriate sanctions.

The Court will hear this matter.

ATTORNEY: VINCENT GORSKI (AUTOMOTIVE FINANCE CORPORATION)
ATTORNEY: AHREN TILLER (JOE LOUCAO)

10:00 AM

5 - 14-07030-MM Ch 13 WILLIE G. STIRRUP
MOTION TO SELL REAL PROPERTY FILED BY DEBTOR

ATTORNEY: AHREN TILLER (WILLIE STIRRUP)

10:00 AM

6 - 14-09079-MM Ch 7 SERGIO DIAZ FONSECA & ROSARIO DIAZ HERRERA

MOTION FOR RELIEF FROM STAY, RS #JHK-1 FILED BY FIRST INVESTORS
SERVICING CORPORATION (fr. 12/23/14)

Tentative Ruling: Continued to March 19, 2015 at 11:00 a.m., Department 1 at Movant's
request to allow it to get certified registration documents from the
California DMV to evidence timely perfection of its lien. Appearances at
the February 19, 2015 hearing are excused.

ATTORNEY: CHRISTIN A. BATT (LESLIE GLADSTONE, TRUSTEE)
ATTORNEY: THOMAS B. GORRILL (FIRST INVESTORS SERVICING
CORPORATION)
OTHER: SERGIO FONSECA & ROSARIO HERRERA

REAFFIRMATION AGREEMENT BETWEEN DEBTORS AND FORD MOTOR CREDIT COMPANY, LLC

Tentative Ruling: Section 524(c)(1) of the Bankruptcy Code provides that a reaffirmation agreement regarding a dischargeable debt is enforceable only if "such agreement was made before the granting of the discharge under section 727 . . . of this title[.]" The issue remains whether a debtor may obtain a vacating of the discharge pursuant to Fed. R. Civ. P. 59 (or, when the motion is filed beyond the deadline for a Rule 59 motion, pursuant to Fed. R. Civ. P. 60) for the purpose of reaffirming a debt.

As explained in *In re Bellano*, 456 B.R. 220, 223 (Bankr. E.D. Pa. 2011):

The majority of courts hold that a reaffirmation agreement made post-discharge is unenforceable. See, e.g., *In re Stewart*, 355 B.R. 636, 638-39 (Bankr. N.D. Ohio 2006) (declining to invoke the court's equitable authority to overcome plain, unambiguous statutory language); *In re Gibson*, 256 B.R. 786, 788 (Bankr. W.D. Mo. 2001) (citing lack of jurisdiction as rationale for declining to approve post-discharge reaffirmation); *In re Rigal*, 254 B.R. 145, 148 (Bankr. S.D. Tex. 2000); *In re Collins*, 243 B.R. 217, 220 (Bankr. D. Conn. 2000); *In re Reed*, 177 B.R. 258, 259-60 (Bankr. N.D. Ohio 1995); *In re Whitmer*, 142 B.R. 811, 814 (Bankr. S.D. Ohio 1992); *In re Brinkman*, 123 B.R. 611, 612 (Bankr. N.D. Ind. 1991); *Winters Nat'l Bank & Trust Co. v. McQuality (In re McQuality)*, 5 B.R. 302, 303 (Bankr. S.D. Ohio 1980); *In re Mardy*, 2011 Bankr. LEXIS 880, 2011 WL 917545, at *3 (Bankr. E.D.N.Y. Mar. 15, 2011); *In re Engles*, 384 B.R. 593, 598 (Bankr. N.D. Okla. 2008); *In re Clark*, 2010 Bankr. LEXIS 4964, 2010 WL 5348721, at *5 (Bankr. E.D.N.Y. Dec. 21, 2010); *In re Suber*, 2007 Bankr. LEXIS 4613, 2007 WL 2325229, at *3 (Bankr. D.N.J. Aug. 13, 2007). A minority line of authority relies upon the bankruptcy court's equitable powers and/or Fed. R. Civ. P. 60(b)(6) to allow post-discharge reaffirmation agreements but only finding that a demanding evidentiary burden has been met. See, e.g., *In re Edwards*, 236 B.R. 124, 126-27 (Bankr. D.N.H. 1999) (requiring "special circumstances" to be shown); *In re Eccleston*, 70 B.R. 210, 213 (Bankr. N.D.N.Y. 1986) (requiring "extraordinary circumstances."); *In re Long*, 22 B.R. 152, 154 (Bankr. D. Me. 1982); and *In re Solomon*, 15 B.R. 105, 106 (Bankr. E.D. Pa. 1981). The Court however does not find any controlling caselaw in the Ninth Circuit. See also *In re Zaochney*, 2012 Bankr. LEXIS 520 (Bankr. D. Alaska Feb. 15, 2012) (denying motion to reopen to file reaffirmation agreement). Debtors must address this caselaw at the hearing and state on which grounds, if any, they wish to proceed.

ATTORNEY: RHONDA WALKER (ELOY FLORES & LEONISA AMAYA)

11:00 AM

2 - 14-07662-MM Ch 7 RICKY LANE & PIEDAD LOPEZ

REAFFIRMATION AGREEMENT BETWEEN DEBTORS AND SANTANDER CONSUMER USA, INC. (fr. 1/22/15)

Tentative Ruling: Based on the Debtor's Declaration and amended Schedule J, the Court approves the reaffirmation agreement. Appearances are excused and the Court will prepare its own order.

ATTORNEY: RUBEN F. ARIZMENDI (RICKY & PIEDAD LOPEZ)

3 - 14-08377-MM Ch 7 ANTHONY MEDRANO

REAFFIRMATION AGREEMENT BETWEEN DEBTOR AND CABRILLO CREDIT UNION

Tentative Ruling: The debtor was represented by counsel in negotiating the Reaffirmation Agreement with Cabrillo Credit Union, the creditor is a credit union, and counsel has executed a certification in support of the Reaffirmation Agreement. Therefore the Reaffirmation Agreement is effective and court approval of the agreement is not required. *See* 11 U.S.C. § 524(c); *Bay Federal Credit Union v. Ong (In re Ong)*, 461 B.R. 559, 564 (B.A.P. 9th Cir. 2011). The matter has been taken off calendar and no appearances are required.

ATTORNEY: WILLIAM J. BAKER (ANTHONY MEDRANO)

4 - 14-08544-MM Ch 7 ELVIA QUINTANA

REAFFIRMATION AGREEMENT BETWEEN DEBTOR AND SANTANDER CONSUMER USA, INC.

ATTORNEY: CYNTHIA ENCISO (ELVIA QUINTANA)

5 - 14-08697-MM Ch 7 LINDA ROSE MOOG

REAFFIRMATION AGREEMENT BETWEEN DEBTOR AND FORD MOTOR CREDIT COMPANY, LLC

ATTORNEY: LARISSA L. LAZARUS (LINDA MOOG)

6 - 14-09308-MM Ch 7 MINERVA ROSTRO

REAFFIRMATION AGREEMENT BETWEEN DEBTOR AND TOYOTA MOTOR CREDIT CORPORATION

ATTORNEY: DANIEL WIEDECKER (MINERVA ROSTRO)

02:00 PM

1 - 11-15168-MM Ch 11 MARIO & PATRICIA L. CARINI

MOTION FOR APPROVAL OF CHAPTER 11 PLAN FILED BY DEBTORS (fr.
1/8/15) (fr. 2/12/15)

US TRUSTEE: DAVID A. ORTIZ
ATTORNEY: MARTIN A. ELIOPULOS (MARIO & PATRICIA CARINI)
ATTORNEY: ASHLEY BROOKE HENNESSEE (PENNYMAC)
ATTORNEY: TODD S. GARAN (U.S. BANK & WELLS FARGO BANK)

2 - 13-01179-MM Ch 11 SAN DIEGO HOSPICE & PALLIATIVE CARE CORPORATION

- 1) OPPOSITION BY DACA VI, LLC TO FIRST OMNIBUS MOTION FOR ORDER DETERMINING THAT CERTAIN SCHEDULED WAGE RELATED CLAIMS HAVE BEEN FULLY SATISFIED

Tentative Ruling: Off-calendar. Opposition has been withdrawn. Appearances are excused.

- 2) OPPOSITION BY DACA VI, LLC TO THIRD OMNIBUS MOTION FOR ORDER DETERMINING THAT CERTAIN SCHEDULED WAGE RELATED CLAIMS HAVE BEEN FULLY SATISFIED

Tentative Ruling: Off-calendar. Opposition has been withdrawn. Appearances are excused.

- 3) OPPOSITION BY DACA VI, LLC TO FIFTH OMNIBUS MOTION FOR ORDER DETERMINING THAT CERTAIN SCHEDULED WAGE RELATED CLAIMS HAVE BEEN FULLY SATISFIED

Tentative Ruling: Off-calendar. Opposition has been withdrawn. Appearances are excused.

- 4) OPPOSITION BY DACA VI, LLC TO SECOND OMNIBUS MOTION FOR ORDER DETERMINING THAT CERTAIN SCHEDULED WAGE RELATED CLAIMS HAVE BEEN FULLY SATISFIED

Tentative Ruling: Off-calendar. Opposition has been withdrawn. Appearances are excused.

- 5) OPPOSITION BY MARGARET LEE & TIMOTHY LOWEY TO FIRST OMNIBUS MOTION FOR ORDER DETERMINING THAT CERTAIN SCHEDULED WAGE RELATED CLAIMS HAVE BEEN FULLY SATISFIED

Tentative Ruling: Continued to April 2, 2015 at 2:00 p.m., Department 1 pursuant to the parties' stipulation. Status reports are due no later than March 26, 2015. Appearances at the February 19, 2015 hearing are excused.

- 6) OPPOSITION BY MARGARET LEE & TIMOTHY LOWEY TO SECOND OMNIBUS MOTION FOR ORDER DETERMINING THAT CERTAIN SCHEDULED WAGE RELATED CLAIMS HAVE BEEN FULLY SATISFIED

Tentative Ruling: Continued to April 2, 2015 at 2:00 p.m., Department 1 pursuant to the parties' stipulation. Status reports are due no later than March 26, 2015. Appearances at the February 19, 2015 hearing are excused.

- 7) OPPOSITION BY MARGARET LEE & TIMOTHY LOWEY TO THIRD OMNIBUS MOTION FOR ORDER DETERMINING THAT CERTAIN SCHEDULED WAGE RELATED CLAIMS HAVE BEEN FULLY SATISFIED

Tentative Ruling: Continued to April 2, 2015 at 2:00 p.m., Department 1 pursuant to the parties' stipulation. Status reports are due no later than March 26, 2015. Appearances at the February 19, 2015 hearing are excused.

- 8) OPPOSITION BY MARGARET LEE & TIMOTHY LOWEY TO FOURTH OMNIBUS MOTION FOR ORDER DETERMINING THAT CERTAIN SCHEDULED WAGE RELATED CLAIMS HAVE BEEN FULLY SATISFIED

Tentative Ruling: Continued to April 2, 2015 at 2:00 p.m., Department 1 pursuant to the parties' stipulation. Status reports are due no later than March 26, 2015. Appearances at the February 19, 2015 hearing are excused.

- 9) OPPOSITION BY MARGARET LEE & TIMOTHY LOWEY TO FIFTH OMNIBUS MOTION FOR ORDER DETERMINING THAT CERTAIN FILED WAGE RELATED CLAIMS HAVE BEEN FULLY SATISFIED

Tentative Ruling: Continued to April 2, 2015 at 2:00 p.m., Department 1 pursuant to the parties' stipulation. Status reports are due no later than March 26, 2015. Appearances at the February 19, 2015 hearing are excused.

ATTORNEY: JAMIE ALTMAN (SAN DIEGO HOSPICE & PALLIATIVE CARE)
ATTORNEY: ELAINE NGUYEN (MARGARET LEE & TIMOTHY LOWEY)
ATTORNEY: DEAN T. KIRBY (DACA VI, LLC)

03:00 PM

1 - 13-05478-MM Ch 7 JUDITH JEAN HOFFMAN

TELE

MOTION TO COMPEL DISCOVERY RESPONSES, PROTECTIVE ORDER &
SANCTIONS FILED BY HOFFMAN PROPERTIES & ROBERT HOFFMAN

ATTORNEY: JUDSON HENRY (JUDITH HOFFMAN)

ATTORNEY: ADAM JAY JAFFE (HOFFMAN PROPERTIES & ROBERT HOFFMAN)