

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA (RENO)

IN RE:	.	Case No. 16-50644-btb
	.	
	.	Chapter 15
PATRICK CANET and	.	
JAZI GHOLAMBREZA ZANDIAN,	.	
	.	
Debtors.	.	
.	
	.	
FRED SADRI, as Trustee for	.	Adv. No. 17-05016-btb
the Star Living Trust,	.	
Dated April 14, 1997,	.	
RAY KOROGHLI, as Managing	.	
Trustee for Koroghli	.	
Management Trust, and	.	
SATHSOWI T. KOROGHLI, as	.	
Managing Trustee for	.	
Koroghli Management Trust,	.	
	.	
Plaintiffs,	.	
	.	
v.	.	
	.	300 Booth Street
JED MARGOLIN and	.	Reno, NV 89509
JAZI GHOLAMREZA ZANDIAN,	.	
	.	Thursday, January 2, 2020
Defendants.	.	2:05 p.m.
.	

TRANSCRIPT OF AMENDED MOTION TO DISMISS CASE WITH
 CERTIFICATE OF SERVICE FILED BY MATTHEW D. FRANCIS
 ON BEHALF OF JED MARGOLIN [38];
 17-05016, MOTION TO WITHDRAW AS ATTORNEY OF RECORD
 FILED BY YANXIONG LI ON BEHALF OF RAY KOROGHLI,
 SATHSOWI T. KOROGHLI, FRED SADRI [67]
BEFORE THE HONORABLE BRUCE T. BEESLEY
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES CONTINUED.

Audio Operator: Illuminada Starzyk, ECR

Transcription Company: Access Transcripts, LLC
 10110 Youngwood Lane
 Fishers, IN 46038
 (855) 873-2223
www.accesstranscripts.com

Proceedings recorded by electronic sound recording,
transcript produced by transcription service.

APPEARANCES (Continued):

For the Patrick Canet: Hartman & Hartman
BY: JEFFREY L HARTMAN, ESQ.
510 West Plumb Lane, Sutate B
Reno, NV 89509
(775) 324-2800

For Jed Margolin: Brownstein Hyatt Farber Schreck
BY: ARTHUR A. ZORIO, ESQ.
MATTHEW D. FRANCIS, ESQ.
5371 Kietzke Lane
Reno, NV 89511
(775) 324 4100

For Fred Sadri,
Trustee of Star Living
Trust, and Ray and
Sathsowi Koroghli,
as Trustees of the
Koroghli Management
Trust:

RICHARD F. HOLLEY, ESQ.
400 S. Fourth St., 3rd Floor
Las Vegas, NV 89101
(702) 791-0308



1 (Proceedings commence at 2:05 p.m.)

2 THE COURT: We have Patrick Canet and a name I can't
3 pronounce, I apologize, 16-50644, amended motion to dismiss
4 case.

5 MR. HARTMAN: Good afternoon, Your Honor. Jeff
6 Hartman on behalf of Mr. Canet.

7 MR. ZORIO: Good afternoon, Your Honor. Arthur Zorio
8 on behalf of Mr. Jed Margolin.

9 THE COURT: Thank you.

10 MR. FRANCIS: Good afternoon, Your Honor. Matthew
11 Francis on behalf of Mr. Margolin.

12 THE COURT: Okay. And, Mr. Hartman, my notes
13 indicate that you're asking for a 30-day continuance.

14 MR. HOLLEY: Your Honor, Mr. --

15 THE COURT: Oh, I'm sorry. I couldn't see you
16 Mr. Holley. Sorry.

17 MR. HOLLEY: This is just like being at home, Your
18 Honor. I'm forgotten there, as well.

19 Your Honor, Happy New Year to you, as well.

20 Richard Holley on behalf of Fred Sadri, as Trustee of
21 the Star Living Trust, and Ray and Sathsowi Koroghli, as
22 Trustees of the Koroghli Management Trust.

23 THE COURT: Okay.

24 MR. HARTMAN: Your Honor, at a prior hearing, you
25 continued matters until today. My task was to try and get a



1 report from the proceedings in Paris.

2 I've sent two communications over asking for that
3 report and that information so that I could file it here. I've
4 gotten no response, so I can't oppose the dismissal in good
5 faith.

6 THE COURT: Appreciate that.

7 Anyone opposing dismissal?

8 MR. HOLLEY: No.

9 THE COURT: Mr. Holley says no.

10 MR. HOLLEY: Well, no, maybe. How's that?

11 THE COURT: Pretty good.

12 MR. HOLLEY: Your Honor, I've had the opportunity to
13 speak with Mr. Margolin's counsel, and it may very well be that
14 we don't have any issues between ourselves. We filed a
15 response to the supplemental filing, Your Honor, to highlight a
16 couple of things for the Court that are our concerns.

17 We know -- I know nothing about what is transpiring
18 in France. I'm not here to advocate on the part of the debtor,
19 but we do have a particular concern. And that concern, Your
20 Honor, concerns the ownership interest in what we identify as
21 the Pah Rah property, which the Court focused on in the cross
22 motions for summary judgment that were filed in this case. And
23 rather than refer to each one of the parcels separately, I'll
24 just refer to it as the Pah Rah property, Your Honor.

25 THE COURT: Okay.



1 MR. HOLLEY: And our concern, Your Honor, is that we
2 were involved in a proceeding where the Court made some very
3 specific findings of fact with respect to ownership in that
4 property, and specifically finding that the Star Living Trust,
5 which I'll refer to as SLT, had a -- has a one-third ownership
6 interest in the property, and that's pursuant to a grant,
7 bargain, and sale deed that was recorded on August 6, 2003, and
8 that the Koroghli Management Trust, Your Honor, which I'll
9 refer to as KMT, also had a one-third ownership interest in
10 that same property pursuant to the grant, bargain, and sale
11 deed, and then a subsequent quitclaim deed taking it out of the
12 name of Mr. Koroghli individually and putting it into the
13 KMT -- or into KMT.

14 When -- Mr. Margolin obtained a default judgment
15 against the debtor back in June of 2013, and then -- obtained a
16 default judgment and then proceeded to execute on that default
17 judgment. And as part of that execution, Mr. Margolin
18 conducted some sheriff sales with respect to Parcels 2, 4, and
19 8 within the Pah Rah property. And rather than foreclosing
20 simply on the debtor's interest in those properties, the
21 sheriff's deed reflects a sale of the entire parcels of
22 property, including the one-third interest owned by SKT -- or
23 SLT and the one-third interest owned by KMT.

24 And so we -- you know, so we want to avoid future
25 litigation, Your Honor, over the ownership issue, and so in

1 light of that, we filed our response and then Mr. Margolin
2 filed a reply to our response. And in the reply, he stated
3 that Mr. Margolin, or at least counsel stated that
4 Mr. Margolin -- it says it has already agreed that they,
5 meaning my clients, each have their one-third interest in this
6 property with Mr. Margolin having the remaining one-third
7 interest in the properties, meaning the -- you know, as
8 referenced in the findings of fact and conclusions of law in
9 the adversary which are Adversary ECF Number 60.

10 In prior filings with the Court, Your Honor,
11 Mr. Margolin had given more equivocal statements in terms of
12 this particular ownership issue involving my clients. In an
13 opposition to a motion for summary judgment, which is Docket
14 Number 53 in the adversary proceeding, Mr. Margolin basically
15 stated that, you know, if my clients had a two-third interest
16 in the nine parcels, or in the Pah Rah property, prior to the
17 recordation of his judgment, a point that we must prove, then
18 in that case, Mr. Margolin would not contest -- or in that
19 case, our two-thirds ownership interest, collectively, would be
20 preserved.

21 And so -- since the statement in Docket Number 73
22 regarding this agreement caught my attention because I wasn't
23 aware of any such agreement between the parties, I hadn't seen
24 anything.

25 THE COURT: Could you hold on for one second? I



1 cannot --

2 MR. HOLLEY: Yes.

3 THE COURT: -- pull up any of this stuff on my
4 screen. So you -- could you print 73 for me?

5 THE CLERK: Yes.

6 THE COURT: I love computers.

7 MR. ZORIO: Your Honor, I think it was Docket 53.

8 THE COURT: 53, I apologize. I can't open that
9 either.

10 MR. HOLLEY: Yes. 53 was the opposition to the
11 motion for summary judgment, and the reply in support of the
12 supplemental points and authorities to dismiss is Docket
13 Number 73, Your Honor.

14 THE COURT: And what am I going to be looking at? 53
15 is incorrect? No, that's a notice of entry.

16 MR. HOLLEY: No, Docket Number 53 in the adversary,
17 which is Adversary Number 17-05016.

18 THE COURT: I'm looking at the petition -- at just
19 the petition page, so -- all right. So I'm looking at
20 Docket 53, and what should I be looking at?

21 MR. HOLLEY: Yes, and if you went -- if you go over
22 to Page 3, Your Honor, beginning on Lines 9 through 15, I think
23 you'll see a Roman Numeral II, reply arguments and Argument
24 Number 1, or A, Plaintiff's two-thirds interest, if any, is
25 limited --



1 THE COURT: Yeah, I know. I'm seeing it.

2 MR. HOLLEY: -- to the limited parcels.

3 THE COURT: But he wants you to prove some aspect of
4 it.

5 MR. HOLLEY: Well, and so, based upon this, Your
6 Honor, we did the cross motions for summary judgment and
7 demonstrated the ownership interests of my clients in the
8 property, which are reflected in the Court's findings of fact
9 and conclusions of law, which is Docket Number 60.

10 THE COURT: Could you please print that for me?

11 THE CLERK: Yes.

12 THE COURT: Sorry for the glitch.

13 MR. HOLLEY: No problem at all, Your Honor.

14 THE COURT: It probably didn't go over to 2020. It's
15 probably still on 2019. I have no idea.

16 MR. HOLLEY: Right. Right.

17 (Pause)

18 THE COURT: Thank you. I've got it here. Thank you.

19 MR. HOLLEY: Okay. So in the findings of fact and
20 conclusions of law which were reflected in Docket Number 60,
21 Your Honor --

22 THE COURT: Yes, sir.

23 MR. HOLLEY: -- particularly, if you go to Page 4 and
24 refer to Paragraphs 2, 3, 4, 5, the Court makes findings with
25 respect to the ownership interests of my clients in the



1 property that was the subject of the sheriff sale, and then the
2 Court proceeds to invalidate the sheriff sale. And I'm not
3 focusing on trying to invalidate the sheriff sale in its
4 entirety. I'm not trying to preserve or argue who has the
5 other one-third interest owned by the debtor. But my concern,
6 Your Honor, is that now with Docket Number 73, we are told that
7 Mr. Margolin now agrees that we each have our one-third
8 interest, and I just want to make sure -- but it's not
9 supported by a declaration or anything else by Mr. Margolin.

10 And so what I'd like to see, Your Honor, is that we
11 want to avoid future litigation over the ownership issue
12 because correcting the sheriff's deed to reflect proper
13 ownership is probably a fairly easy thing. I'm told by my
14 transactional folks that quitclaim deeds can repair basically
15 anything, except our relationships as was pointed out to me
16 by -- with our spouses, as was pointed out to me by counsel
17 earlier today.

18 THE COURT: Did you have a bad New Years?

19 MR. HOLLEY: Not yet. But --

20 MR. ZORIO: That was a privileged conversation, I
21 think.

22 MR. HOLLEY: Yeah. So --

23 THE COURT: Sustained.

24 MR. HOLLEY: So I'm trying -- what I'm trying to do,
25 Your Honor, is I want to make sure I preserve some record here,

1 and I want to avoid future litigation over the ownership
2 interests in this Pah Rah property. And I think if I can get
3 an affirmation from counsel that at least these findings are
4 correct in terms of ownership interests, then we can go about,
5 you know, revising the sheriff's deeds to reflect the
6 appropriate ownership interests, and then we can move on.

7 If counsel can't do that or is not authorized to do
8 that, then I'm afraid I need to jump into some of the arguments
9 in terms of having a structured dismissal under Section 1517,
10 and by analogy, Section 349 of the Bankruptcy Code.

11 THE COURT: Counsel?

12 MR. ZORIO: Thank you, Your Honor.

13 From our perspective, this case has been a bit of a
14 head scratcher with regard to Sadri and Koroghli. The
15 opposition to motion for summary judgment, Docket Number 53, if
16 you continue down that same page, Page 3, you'll see a truism
17 that we reported to the Court on Line 23. Each of the
18 sheriff's deeds state, the interest executed upon is that of
19 the judgment debtor, now the plaintiffs.

20 I'm at a loss to understand how the sheriff's deeds,
21 referring specifically to the judgment debtors that don't
22 include Sadri and Koroghli or their entities, has somehow
23 conveyed their interest in the property. I do have a copy of
24 some of the -- three of the sheriff's deeds in Document 40
25 that's attached to the statement of undisputed facts in support

1 of Sadri and Koroghli's motion for partial summary judgment.
2 And I can provide you a quick copy of those, Your Honor.

3 THE COURT: Yes, please.

4 MR. ZORIO: May I approach?

5 THE COURT: Yes, please.

6 So Mr. Holley, I'm looking at Docket Number 40 --

7 MR. ZORIO: And I didn't print out all of it, Your
8 Honor. It's rather lengthy.

9 THE COURT: That's all right. And a number of
10 exhibits, which are attached to it, Exhibits 1 through, it
11 looks like 9, are attached to it, maybe 10. No, 9.

12 MR. ZORIO: And specifically, Your Honor --

13 THE COURT: Let's see if Mr. Holley has a copy of
14 this.

15 MR. ZORIO: Sure.

16 MR. HOLLEY: I probably have -- I don't have a copy
17 of that Docket Number, Your Honor, but I do have Docket
18 Number 42, which is my client's statement of undisputed facts,
19 and we do attach as exhibits copies of the sheriff's deeds that
20 I believe Mr. Osler (phonetic) is referring to.

21 And I'm happy to highlight for the Court, you know,
22 my concern is when you look at the sheriff's deeds, it has a
23 description of the property. And you can look at the ones that
24 you have. I'm looking at one, Your Honor, that deals with APN
25 Number 084-130-07.



1 THE COURT: I have that one. Do you have this?

2 MR. HOLLEY: And maybe --

3 THE COURT: Okay. Thank you, go ahead.

4 MR. HOLLEY: And maybe --

5 MR. ZORIO: Your Honor, that's on Page --

6 MR. HOLLEY: -- Mr. Osler can point you to that one.

7 MR. ZORIO: -- that's Page --

8 THE COURT: That's -- I got it.

9 MR. ZORIO: -- 32 of 188.

10 MR. HOLLEY: Okay. And my concern, Your Honor, is
11 that, if you look at on the sheriff's deed, it references the
12 property, and it doesn't refer to the debtor's interest in
13 APN 8413007. It identifies the entirety of the property as the
14 subject of the sheriff's deed.

15 And then if you go down to the recitals portion, Your
16 Honor, again, my concern is that it, again, in Recital A, it
17 references the property, which is undefined other than as I
18 referenced above, which identifies the entire parcel not just
19 the debtor's interest in the parcel.

20 And looking again at Recital B, it refers to a sale
21 of the property and when it was conducted. Again, it doesn't
22 specify that it was a sale only of the debtor's interest in the
23 property, but a sale of the property.

24 And then, in Recital C, we get the same affirmation
25 about a sale of the property. And so based on this, Your



1 Honor, my concern is that if I take this to a title company and
2 my client says we own a one-third interest in the parcels that
3 were the subject of the sheriff's deeds, that title company is
4 going to say, no you don't, because we have a copy of the
5 sheriff's deeds and it refers to the property and identifies
6 the property by the APN in its entirety.

7 And so if we can get an agreement today in the
8 hearing that -- of these parcels that were the subject of the
9 Trustee's deed, we can simply employ a mechanism to make sure
10 it's clear that my clients' one-third interest was not the
11 subject of those sales, then I'm perfectly content with that,
12 Your Honor, and I'm fine with having the case dismissed.

13 But if we can't get that type of an agreement, then I
14 really am concerned that I'm going to have to re-litigate these
15 issues all over again, which I really don't want to do and I
16 don't think I should have to do, particularly where in the
17 adversary, all of the parties participated. They all filed
18 cross motions for summary judgment, so there were no issues of
19 fact before the Court, and the Court issued extensive findings
20 of fact and conclusions of law.

21 THE COURT: Counsel?

22 MR. ZORIO: If we look at the specific paragraph
23 talking about what is being conveyed --

24 THE COURT: Show me.

25 MR. ZORIO: It's the paragraph under the word



1 conveyance. It says the Sheriff of Washoe County for valuable
2 consideration in hand and received, hereby grants and conveys
3 to grantee all the rights, title, interest, and claim belonging
4 to judgment debtors, and it names the judgment debtors. It is
5 limited solely to the interest of the judgment debtors, which
6 again, is why from my client's perspective this has been a bit
7 of a head scratcher.

8 The document specifically conveys only the interest
9 of the judgment debtors. So in dismissing this case and
10 voiding the interlocutory order that was entered in the
11 adversary proceeding pursuant to Code Section 349(b)(3) is of
12 no prejudice whatsoever to Sadri and Koroghli. Their interests
13 in the property, as indicated in the deed and the certificates
14 of sale, are not affected by the deed and certificates of sale.
15 Rather, their interests remain as they were at the time of the
16 sale of the properties. So I don't think we need something
17 additional on the record here.

18 Like Counsel has stated in the opposition to motion
19 for summary judgment, we stated that, at Document 53, Page 3,
20 Line 23, that the sheriff's deeds only convey an interest of
21 the judgment debtor, not of the plaintiffs, Sadri and Koroghli.
22 And at Page 4, we say Mr. Margolin will accept plaintiffs'
23 representation to this Court that plaintiffs collectively hold
24 two-thirds interest in the nine Washaw County properties. So
25 again, it's a bit of head scratcher as to why there's a concern



1 for the interlocutory order to be voided pursuant to Code
2 Section 349(b) (3).

3 We don't think that there's any prejudice for that --
4 for Sadri and Koroghli when those orders are -- when that order
5 is voided. One of the reasons why I can't stand here and say,
6 well, we can just dismiss the Chapter 15 and leave that order
7 in tact is because that order affects a great deal more than
8 these nine properties. And we've been fighting with
9 Mr. Zandion for over a decade to get paid on the default
10 judgment.

11 There's currently -- this bankruptcy proceeding put a
12 stop to Judge Russell entering an order to convey properties
13 that he was dealing with. There's a great deal more going on.
14 So the most equitable thing to do, and not to prejudice
15 Mr. Margolin who has been fighting Mr. Sadri for years, whose
16 had to litigate these proceedings since 2016 that have had no
17 basis whatsoever to initiate a Chapter 15 and exercise the
18 subject matter jurisdiction of this Court, we believe that
19 the -- what should be done is the Chapter 15 dismissed,
20 Section 349 be given the express purpose and intent that
21 Congress gave for it, and void the interlocutory order that was
22 entered in the adversary proceeding.

23 I'm happy to work with Mr. Holley. If he believes
24 that something more specific needs to be done in order for his
25 clients to be satisfied about their rights. But again, I don't



1 think there's -- I really don't see the issue because I think
2 the deeds and the -- particularly the judgment that never named
3 Sadri and Koroghli -- have anything whatsoever to do with their
4 interests in these properties.

5 THE COURT: So, Mr. Holley?

6 MR. HOLLEY: And, again, Your Honor, really, what I'm
7 asking for is an affirmation, Your Honor, that Mr. Margolin
8 recognizes the two-thirds interests, or one-third respective
9 interests of my clients in the subject parcels. If he will
10 tell me that, then I'm perfectly fine with moving on.

11 MR. ZORIO: May I ask Mr. -- may I address
12 Mr. Holley?

13 THE COURT: Yes, you may.

14 MR. ZORIO: Thank you, Your Honor.

15 If you're saying moving on, you're content with the
16 Chapter 15 being dismissed and the interlocutory order voided?

17 MR. HOLLEY: Yes, but I can't have any -- I really --
18 at best, I think these trust deeds -- these sheriff's deeds may
19 create some confusion, Your Honor, because of how property is
20 referred to back and forth in the recitals and the actual
21 sheriff's deed -- the actual sheriff's sale, itself. And then,
22 based upon papers that have been filed with this Court, Your
23 Honor, there's some equivocation in terms of recognizing the
24 interest and some not. And I just simply don't want to have to
25 litigate this all over again. And at least this way, I can



1 go -- you know, we can sit down and we can work together, and I
2 can refer to a transcript.

3 If I do have to litigate it again, and I can go in
4 and just say, look, this was an affirmation that our -- you
5 know, my client's interests in this property exists. It's the
6 one-third interest of both SLT and the Koroghli Management
7 Trust, and then I'm fine with that.

8 But if counsel can't do that or is not willing to do
9 that, then it puts me in a hard spot, Your Honor, where I'm
10 left to rely upon, hopefully, the goodwill of someone who I --
11 I don't know Mr. Margolin. I've never had any dealings with
12 him, and I'm just trying to avoid that situation, Your Honor.

13 THE COURT: So let me ask you this. Would it make
14 sense for me to continue this for a week, perhaps, in Las
15 Vegas? And I think I'll be in Las Vegas next week. See if you
16 guys can come up with an agreed statement or agreed order.

17 MR. ZORIO: I don't think so, Your Honor. Let me
18 confer with my colleague for just one moment.

19 THE COURT: Sure.

20 MR. ZORIO: I think we'll be okay.

21 THE COURT: Okay.

22 (Pause)

23 MR. ZORIO: Yeah, if I understand Mr. Holley
24 correctly, that he consents to the motion to dismiss and also
25 all orders in the ancillary -- adversary proceedings being



1 voided, he has my commitment that -- and however you want to
2 put it, want me to say it on the record, that you know, the
3 one-third interest of his clients were not affected by those
4 deeds. And like I said earlier, I'm happy to work with him if
5 he feels there needs to be something in addition to that.

6 THE COURT: Mr. Holley?

7 MR. HOLLEY: And Your Honor, really, this may be a
8 matter of semantics, but I appreciate the commitment of
9 Counsel. What I really would like is a representation that
10 the -- my clients have that one-third interest in those parcels
11 that were the subject of the sheriff's sale.

12 THE COURT: So just hang on.

13 MR. HOLLEY: Thank you.

14 MR. ZORIO: My colleague's presented something to me.
15 Can Mr. Holley and I have a week to discuss the issue? I think
16 we're there, Your Honor, but --

17 THE COURT: I think -- I mean, I think you would be
18 better off sitting face-to-face --

19 MR. ZORIO: Sure.

20 THE COURT: -- drafting something, putting it in
21 final form --

22 MR. ZORIO: And that way, everybody's comfortable
23 with the language and what's being stated. Yeah.

24 THE COURT: So let's do this. Let's continue this
25 for 10 days.



1 MR. ZORIO: That should be plenty.

2 Mr. Holley, are you around the next ten days? I am.

3 MR. HOLLEY: Yes. No, that should be plenty of time,
4 Your Honor.

5 MR. ZORIO: Yeah.

6 THE COURT: I don't know if that's in the middle of a
7 weekend. We'd better check.

8 MR. ZORIO: Let's see, I think -- I know the Court
9 is --

10 THE CLERK: The ten-day mark does fall on the
11 weekend, Your Honor. We can do next Friday, January 10th.

12 MR. HOLLEY: Can I turn my phone, Your Honor?

13 THE COURT: Sure, please.

14 THE CLERK: It's little bit shy of the ten-day mark,
15 but we do Friday, January 10th. We can do 10 a.m.

16 THE COURT: Now, am I in Las Vegas that day?

17 THE CLERK: You were supposed to be, Your Honor. But
18 Flamingo Tenaya parties have settled --

19 THE COURT: Oh, good.

20 THE CLERK: -- and will be filing stipulation to
21 dismiss with prejudice.

22 THE COURT: Fantastic.

23 THE CLERK: Otherwise, we can do it via video on
24 January 15th.

25 MR. ZORIO: I apologize. I (indiscernible).



1 MR. HOLLEY: I really do think Friday the 10th is
2 going to give us plenty of time, Your Honor.

3 THE COURT: Okay. Let's do Friday, the 10th,
4 10 a.m.?

5 THE CLERK: Yes, sir, 10 a.m.

6 THE COURT: And I hope you have a resolution. You
7 sound as though you are awfully close.

8 MR. ZORIO: I think we're awfully close, Your Honor.

9 MR. HOLLEY: I really do think it's not going to be
10 an issue, Your Honor, but I need to button this down,
11 otherwise --

12 MR. ZORIO: My phone has come back on. Let me just
13 confirm that I --

14 THE COURT: That's fine. Mr. Hartman?

15 MR. HARTMAN: Your Honor, may I be excused from
16 attending that hearing?

17 THE COURT: Yes.

18 MR. ZORIO: No objection.

19 MR. HOLLEY: No objection from me, either, Your
20 Honor, to the extent Mr. Hartman needs my consent.

21 THE COURT: I was unaware he needed your help.

22 MR. HARTMAN: I'm going to ask Mr. Holley's wife.

23 MR. HOLLEY: Hey, I'm here for him.

24 MR. ZORIO: January 10th at 10 a.m. works fine, Your
25 Honor. Thank you.



1 THE COURT: January 10th at 10 a.m.

2 MR. HOLLEY: Okay.

3 THE COURT: All right. Thank you, guys, very much.

4 It sounds to me like you're going to get this resolved.

5 MR. ZORIO: I think so, Your Honor, and you can
6 suspend preparing an order until after that continued hearing.

7 MR. HARTMAN: That's fine.

8 THE COURT: Okay.

9 MR. HOLLEY: Thank you, Your Honor.

10 THE COURT: Mr. Holley, that okay?

11 Good luck. Thank you.

12 MR. HOLLEY: Yes, thank you so much.

13 THE COURT: Anything further on the two o'clock
14 calendar?

15 THE CLERK: No, Your Honor.

16 THE COURT: We'll be in recess. Thank you.

17 THE CLERK: All rise.

18 (Concluded at 2:31 p.m.)

19 * * * * *

20

21

22

23

24

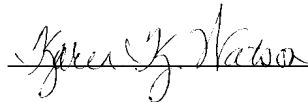
25



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

C E R T I F I C A T I O N

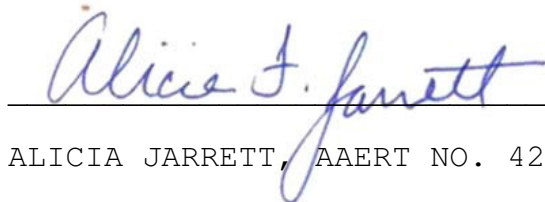
I, Karen K. Watson, court-approved transcriber, hereby certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter, and to the best of my ability.



KAREN WATSON, AAERT NO. 1039 DATE: February 11, 2020
ACCESS TRANSCRIPTS, LLC

C E R T I F I C A T I O N

I, Alicia Jarrett, court-approved transcriber, hereby certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter, and to the best of my ability.



ALICIA JARRETT, AAERT NO. 428 DATE: February 11, 2020
ACCESS TRANSCRIPTS, LLC

