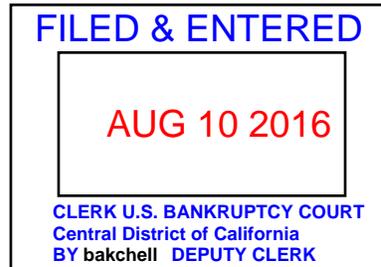


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7 **CHANGES MADE BY COURT**

8 **NOT FOR PUBLICATION**

9 **UNITED STATES BANKRUPTCY COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

11 In re
12 CURTIS C. MAGLEBY,
13 Debtor.

Case No.: 2:16-bk-15322-RK
(Chapter 11)

**ORDER GRANTING IN PART AND
DENYING IN PART CREDITOR CINDY
MAGLEBY'S MOTION FOR RELIEF
FROM THE AUTOMATIC STAY**

Date: June 22, 2016
Time: 11:00 a.m.
Ctrm: 1675

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18 The Motion for Relief from the Automatic Stay ("Motion") filed by Creditor Cindy Magleby
19 ("Creditor") against Debtor Curtis C. Magleby ("Debtor") came on for hearing at 10:30 a.m. on June
20 21, 2016 and again at 11:00 a.m. on June 22, 2016 before the undersigned United States Bankruptcy
21 Judge. The Motion affects the nonbankruptcy action entitled *In re Marriage of Magleby*, Case No.
22 BD612825, pending before the Superior Court for the State of California, County of Los Angeles
23 (the "Family Law Court"). Debtor filed an opposition ("Opposition") to the Motion. Creditor filed a
24 reply ("Reply") to the Opposition. Michael J. Conway, of the law firm of Greenberg & Bass,
25 appeared for Creditor. Alan F. Broidy and Illyssa I. Fogel, of the Law Offices of Alan F. Broidy,
26 APC, appeared for Debtor. After the court stated its rulings on the Motion at the hearing on June 22,
27 2016, the parties lodged proposed alternative forms of order on the Motion on August 8 and 9, 2016,
28 which the court has now considered.

1 After review of the moving papers, any opposition papers, and any reply papers, and all
2 documents in support thereof, hearing the argument of counsel, considering the alternative forms of
3 order submitted by the parties, and for the reasons stated on the record and good cause appearing
4 therefor, IT IS HEREBY ORDERED that the Court GRANTS IN PART and DENIES IN PART
5 Creditor's Motion pursuant to 11 U.S.C. § 362(d)(1) as follows:

6 (1) The Court denies without prejudice Creditor's request that this Court "defer to the
7 Family Law Court regarding who will have the responsibility for paying the mortgage on the family
8 residence." The denial is without prejudice to Creditor seeking a determination from the Family
9 Law Court to characterize such obligations as support obligations. The denial is also without
10 prejudice to Creditor filing the appropriate motion before this Court to authorize the payment of such
11 support out of estate property.

12 (2) The Court denies without prejudice Creditor's request that this Court "defer to the
13 Family Law Court regarding who will have the responsibility for paying repairs of over \$500 for the
14 maintenance of the family residence." The denial is without prejudice to Creditor seeking a
15 determination from the Family Law Court to characterize such obligations as support obligations.
16 The denial is also without prejudice to Creditor filing the appropriate motion before this Court to
17 authorize the payment of such support out of estate property.

18 (3) The Court denies without prejudice Creditor's request that this Court "defer to the
19 Family Law Court regarding who will have the responsibility for paying the property taxes relating
20 to the family residence." The denial is without prejudice to Creditor seeking a determination from
21 the Family Law Court to characterize such obligations as support obligations. The denial is also
22 without prejudice to Creditor filing the appropriate motion before this Court to authorize the
23 payment of such support out of estate property.

24 (4) The Court denies without prejudice Creditor's request that this Court "defer to the
25 Family Law Court regarding who will have the responsibility for paying the homeowners' insurance
26 on the family residence." The denial is without prejudice to Creditor seeking a determination from
27 the Family Law Court to characterize such obligations as support obligations. The denial is also
28 without prejudice to Creditor filing the appropriate motion before this Court to authorize the



1 payment of such support out of estate property.

2 (5) The Court grants Creditor's request that this Court "defer to the Family Law Court
3 regarding the issue of who will have the right to exclusive occupancy over the family residence"
4 only to the extent that the Family Law Court determine Debtor's ability to physically access the
5 family residence based on appropriate considerations under the California Family Code and other
6 applicable law. In this regard, the court does not adopt the language proposed in Debtor's alternative
7 proposed form of order that "Debtor may have access to the Property in a civil and non-disruptive
8 way that reflects an adult relationship" because this court believes that the Family Law Court is in a
9 better position to evaluate the concerns raised by this proposed language in a family law context.
10 However, Debtor may file an application with this court for access to the family residence (also
11 known as "the Property") , which is property of the bankruptcy estate, for a specific bankruptcy law
12 purpose on an incident-by-incident basis with reasonable notice to Creditor and her counsel pursuant
13 to the rules of this court.

14 (6) The Court grants Creditor's request that this Court "defer to the Family Law Court
15 regarding the issue of who will have the right to exclusive control over the GMC Yukon Denali
16 automobile," because Creditor has possession of the said vehicle and has agreed to make the
17 automobile insurance payments relating to the said vehicle.

18 (7) The Court denies without prejudice Creditor's request that "Debtor be ordered to
19 immediately pay the Smith-Ostler percentage already ordered by the Family Law Court to be paid by
20 Debtor to Creditor for child support (totaling \$21,380) and spousal support (totaling \$56,621)." The
21 denial is without prejudice to Creditor filing the appropriate motion before this Court to authorize
22 the payment of such support out of estate property.

23 (8) The Court denies without prejudice Creditor's request that "Debtor be ordered to
24 immediately pay the Smith-Ostler percentage of Creditor's share of Debtor's bonus of Restricted
25 Stock Units ("RSUs") as additional support payments as soon as those RSUs have vested over the
26 next three years." The denial is without prejudice to Creditor filing the appropriate motion before
27 this Court to authorize the payment of such support out of estate property at the appropriate time.

28 (9) The Court denies without prejudice Creditor's request that "Debtor be ordered to pay

1 Creditor’s attorneys’ fees/costs and accountants’ fees/costs as may be awarded by the Family Law
2 Court in connection with any matters involving the pending Divorce Action.” The denial is without
3 prejudice to Creditor seeking a determination from the Family Law Court to characterize such
4 obligations as support obligations. The denial is also without prejudice to Creditor filing the
5 appropriate motion before this Court to authorize the payment of such amounts out of estate
6 property.

7 (10) The Court denies without prejudice Creditor’s request that this Court defer to the
8 Family Law Court regarding who will have “the right to claim any tax deductions relating to the
9 family residence and any other community property assets,” because the said property is property of
10 the estate.

11 (11) The Court grants Creditor’s request that this Court defer to the Family Law Court
12 regarding the determination of the amount and allocation of any future bonuses that Debtor receives
13 for purposes of spousal and child support. However, Creditor must file the appropriate motion
14 before this Court to authorize the payment of such support out of estate property.

15 (12) The Court grants Creditor’s request that Creditor be permitted to engage in any and
16 all forms of discovery in the Divorce Action relating to support and custody issues only without
17 violating the automatic stay. To the extent Creditor seeks to conduct discovery in the Divorce
18 Action regarding issues other than support and custody, relief from stay is denied.

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