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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION

In re
SETSU MORIMOTO HECHTMAN,
Debtor.

JAMES ANDREW HINDS, JR., dba THE
LAW OFFICES OF JAMES ANDREW
HINDS, JR.,
Plaintiff,
v.
SETSU MORIMOTO HECHTMAN,
Defendant.

KNAPP, PETERSEN & CLARKE a
professional corporation,
Plaintiff,
v.
SETSU MORIMOTO HECHTMAN,
Defendant.

CASE NO. SV 02-15899 GM
Chapter 7
ADV. NO. 02-02305 MT
(Consolidated with ADV. NO. 03-01148 MT)
**FINDINGS OF FACT AND
CONCLUSIONS OF LAW ON
COMPLAINT FOR DENIAL OF
DISCHARGE AND FOR NON-
DISCHARGEABILITY OF DEBT**
Date: September 13, 2005
Time: 10:00 a.m.
Place: Courtroom 302

1 On December 30, 2002, Plaintiff Knapp, Petersen & Clarke filed its Complaint to
2 Deny Discharge and to Determine Debt to be Non-dischargeable. On February 28, 2003,
3 Plaintiff James Andrew Hinds, Jr. filed its Complaint to Deny Debtor Discharge and to
4 Determine Non-dischargeability of Debts Owed to Plaintiff. These Complaints were
5 administrative consolidated. Trial was held on September 13, 2005.

6 FINDINGS OF FACT

7 1. Setsu Hechtman is a resident of the State of California, County of Los Angeles and
8 is the Debtor in this pending chapter 7 case. At all times relevant hereto Defendant was
9 married to Rick Hechtman, although they lived separately during some of the time
10 between the years 2000 and 2005.

11 2. Setsu Hechtman along with Rick Hechtman retained Plaintiff James Andrew Hinds,
12 Jr. and the Law Offices of James Andrew Hinds, Jr. and Plaintiff Knapp, Petersen &
13 Clarke to represent Rick Hechtman in various matters related to Rick Hechtman's then
14 pending chapter 7 case filed before this Court.

15 3. In or about January of 1998, Rick Hechtman was introduced to Plaintiff James
16 Andrew Hinds, Jr. by Dale Motley, Rick Hechtman's attorney in criminal matters related to
17 his pending chapter 7 case. Rick Hechtman requested that Plaintiff James Andrew
18 Hinds, Jr. represent him in various adversary proceedings filed against him in his chapter
19 7 case.

20 4. In conjunction with the proposed engagement, Plaintiff James Andrew Hinds, Jr.
21 met with Rick and Setsu Hechtman at least twice before the engagement was agreed to.
22 During these meeting Setsu and Rick Hechtman orally and in writing represented to
23 Plaintiff James Andrew Hinds, Jr. that (i) Setsu Hechtman was the heir of a substantial
24 sum of money which was held solely in her name, (ii) that Setsu Hechtman was willing to
25 guarantee the payment of the fees incurred by Plaintiff James Andrew Hinds, Jr. in
26 defending Rick Hechtman in his chapter 7 case and in the adversary proceedings, and
27 (iii) that the sums controlled by Setsu Hechtman were large enough to satisfy any future
28 fees incurred by Plaintiff James Andrew Hinds, Jr.

1 5. In conjunction with the proposed engagement, Rick and Setsu Hechtman showed
2 Plaintiff James Andrew Hinds, Jr. written documentation verifying the existence of a
3 brokerage account in the name of Setsu Hechtman which was to be the primary source of
4 payment of the fees and costs incurred in the defense of Rick Hechtman. Mr. Hinds
5 thought that the brokerage statement shown to him was held at Charles Schwab, but was
6 not completely sure.

7 6. Rick Hechtman represented to the court in his chapter 7 case, his creditors, and
8 his chapter 7 trustee that he had no personal assets. In reliance on these statements and
9 verification of the Schedules filed by Rick Hechtman in his chapter 7 case, Plaintiff James
10 Andrew Hinds, Jr. only agreed to take on the representation of Rick Hechtman if Setsu
11 Hechtman guaranteed the fees and costs and represented that she had the funds
12 available to her to make these payments based on her own funds and assets.

13 7. In conjunction with the 1998 pre-engagement discussions, Rick and Setsu
14 Hechtman orally and in writing represented to Plaintiff James Andrew Hinds, Jr. that they
15 controlled under the name of Setsu Hechtman substantial assets in a stock brokerage
16 account sufficient to pay all of the fees and costs incurred by Plaintiff James Andrew
17 Hinds, Jr. in the proposed representation of Rick Hechtman in adversary proceedings
18 filed in Rick Hechtman's chapter 7 case.

19 8. On or about April 6, 1998, Setsu Hechtman executed an Engagement Letter with
20 Plaintiff James Andrew Hinds, Jr. pursuant to which Hinds agreed to represent Rick
21 Hechtman and Setsu Hechtman agreed to be responsible for all of the debts incurred by
22 Plaintiff James Andrew Hinds, Jr. in this engagement.

23 9. On the second page of the Engagement Letter there is the following
24 representation: "You understand that as a result of your recent chapter 7 filing and your
25 representations to the Court, your creditors, and the chapter 7 trustee that you have no
26 personal assets, we are asking that you and your wife sign this Engagement Letter
27 binding both of you to make the payments required hereunder. Each party signing below
28 is jointly and severally responsible for all obligations due us and have full authority to

1 execute this agreement so that it is binding.”

2 10. Plaintiffs have proven that, in March of 1998, neither Rick nor Setsu
3 Hechtman controlled any such brokerage account nor were there sufficient funds
4 available to Rick and Setsu Hechtman to satisfy the fees and costs which were then
5 reasonably contemplated to be incurred in the engagement. The representations made
6 to Plaintiff James Andrew Hinds, Jr. were made to induce his reasonable and justified
7 reliance thereon and to provide needed legal services to Rick Hechtman at a time when,
8 without the misrepresentations, no such representations would have been provided by
9 Plaintiff James Andrew Hinds, Jr.

10 11. In February of 1998, Rick Hechtman was referred to Plaintiff Knapp,
11 Petersen & Clarke by Plaintiff James Andrew Hinds, Jr. to represent Rick Hechtman in
12 nondischargeability litigation related to his then pending chapter 7 case brought by
13 various third parties. In conjunction with the request to have Plaintiff Knapp, Petersen &
14 Clarke undertake this representation, Setsu Hechtman represented to Mitchell Ludwig of
15 Plaintiff Knapp, Petersen & Clarke that (i) Setsu Hechtman was the heir of a substantial
16 sum of money which was held solely in her name, (ii) that Setsu Hechtman was willing to
17 guarantee the payment of the fees incurred by Plaintiff Knapp, Petersen & Clarke in
18 defending Rick Hechtman in his chapter 7 case and in the adversary proceedings, (iii)
19 that the sums controlled by Setsu Hechtman were large enough to satisfy any future fees
20 incurred by Plaintiff Knapp, Petersen & Clarke, and (iv) that Setsu Hechtman had kept
21 these interests and sources of income solely in her name in order to protect them from
22 Rick Hechtman’s creditors. Based on the foregoing representations, and in light of the
23 fact that Rick Hechtman was then in a no-asset chapter 7 liquidation case, Plaintiff
24 Knapp, Petersen & Clarke only agreed to take on the representation of Rick Hechtman if
25 Setsu Hechtman guaranteed the fees and costs and represented that she had the funds
26 available to her to make these payments based on her own funds and assets.

27 12. In conjunction with the 1998 pre-engagement discussions, Rick and Setsu
28 Hechtman orally represented to Plaintiff Knapp, Petersen & Clarke that they controlled

1 under the name of Setsu Hechtman substantial assets in a stock brokerage account
2 sufficient to pay all of the fees and costs incurred by Plaintiff Knapp, Petersen & Clarke in
3 the proposed representation of Rick Hechtman in adversary proceedings filed in Rick
4 Hechtman's chapter 7 case.

5 13. On or about February 17, 1998, both Rick and Setsu Hechtman executed
6 an Acknowledgment of Conflict/Legal Services Agreement with Plaintiff Knapp, Petersen
7 & Clarke, pursuant to which Knapp, Petersen & Clarke agreed to represent Rick
8 Hechtman, and both Rick and Setsu Hechtman agreed to be responsible for all of the
9 debts incurred by Plaintiff Knapp, Petersen & Clarke in this engagement.

10 14. On the third page of the Acknowledgment of Conflict/Legal Services
11 Agreement there is the following representation: "Each client is jointly and severally liable
12 to Attorney for payment of the fees and costs under this Agreement."

13 15. Plaintiffs have proven that, in March of 1998, neither Rick nor Setsu
14 Hechtman controlled any such brokerage account nor were there sufficient funds
15 available to Rick and Setsu Hechtman to satisfy the fees and costs which were then
16 reasonably contemplated to be incurred in the engagement. The representations made
17 to Plaintiff Knapp, Petersen & Clarke were made to induce reasonable and justified
18 reliance thereon and the provision of needed legal services to Rick Hechtman at a time
19 when, without the misrepresentations, no such representations would have been provided
20 by Plaintiff Knapp, Petersen & Clarke.

21 16. Not having timely paid their bill, on or about March 16, 2000, after extensive
22 negotiations between Plaintiff Knapp, Petersen & Clarke and Rick and Setsu Hechtman's
23 attorney, Dale Motely, Rick and Setsu Hechtman executed a Promissory Note setting
24 forth their agreement to pay off their debt in the sum of \$41,168.45 to Plaintiff Knapp,
25 Petersen & Clarke.

26 17. On October 16, 2000, Rick and Setsu Hechtman executed a Modification to
27 Note, the essential terms of which were that the original terms of the Promissory Note
28 would be modified and Plaintiff Knapp, Petersen & Clarke would accept an immediate

1 payment of \$8,000.00 from Rick and Setsu Hechtman, to be followed by payment of
2 \$21,168.45 in installments.

3 18. In connection with the modification of the Note, Setsu Hechtman
4 represented to Plaintiff Knapp, Petersen & Clarke that she had an interest in real estate
5 that was about to be sold. Setsu Hechtman represented that her Aunt had bequeathed
6 said real property to Setsu Hechtman and that she was the sole heir and that upon the
7 sale of the property, Plaintiff Knapp, Petersen & Clarke would be paid in full. Setsu
8 Hechtman later claimed that there were glitches in the sale of the property, but that when
9 it was sold, payment to Plaintiff Knapp, Petersen & Clarke would be made.

10 19. Setsu Hechtman commenced this bankruptcy case by filing a voluntary
11 petition under chapter 7 of Title 11 of the United States Code on June 28, 2002.

12 20. Plaintiff James Andrew Hinds, Jr. and Plaintiff Knapp, Petersen & Clarke
13 timely filed their respective adversary proceedings under 11 U.S.C. §§ 523(a) and 727(a).

14 21. Contrary to the representations made to Plaintiff James Andrew Hinds, Jr.
15 and Plaintiff Knapp, Petersen & Clarke, Setsu Hechtman has never owned an interest in
16 substantial stocks and cash in the form of a brokerage account held in her name at
17 Charles Schwab or any other brokerage company in 1998 or thereafter.

18 22. Contrary to the representations made to Plaintiff James Andrew Hinds, Jr.
19 and Plaintiff Knapp, Petersen & Clarke, in 1998, Setsu Hechtman did not have the ability
20 to pay all of the fees and costs associated with the representation of Rick Hechtman in
21 the adversary proceedings pending in his chapter 7 case.

22 23. Plaintiff James Andrew Hinds, Jr. reasonably and justifiably relied upon the
23 oral and written representations made by Rick and Setsu Hechtman and the written
24 representation made by Setsu Hechtman in the April 6, 1998 Engagement Letter.

25 24. Plaintiff Knapp, Petersen & Clarke reasonably and justifiably relied upon the
26 oral and written representations made by Rick and Setsu Hechtman and the written
27 representation made by Rick and Setsu Hechtman in the February 17, 1998
28 Acknowledgment of Conflict/Legal Services Agreement.

1 25. Plaintiff James Andrew Hinds, Jr. has been damaged and harmed by the
2 conduct and actions of Setsu Hechtman in a sum of not less than \$19,808.56.

3 26. Plaintiff Knapp, Petersen & Clarke has been damaged and harmed by the
4 conduct and actions of Setsu Hechtman in a sum of not less than \$21,168.45.

5 27. Setsu Hechtman has defrauded Plaintiff James Andrew Hinds, Jr. by
6 misleading Plaintiff James Andrew Hinds, Jr. prior to the execution of the Engagement
7 Letter regarding her assets and resources and her ability to pay the claims of Plaintiff
8 James Andrew Hinds, Jr. under the terms of the Engagement Letter.

9 28. Setsu Hechtman has defrauded Plaintiff Knapp, Petersen & Clarke by
10 misleading Plaintiff Knapp, Petersen & Clarke prior to the execution of the
11 Acknowledgment of Conflict/Legal Services Agreement regarding her assets and
12 resources and her ability to pay the claims of Plaintiff Knapp, Petersen & Clarke under the
13 terms of the Acknowledgment of Conflict/Legal Services Agreement.

14 29. Setsu Hechtman testified during her Rule 2004 Exam that she executed the
15 Engagement Letter with Plaintiff James Andrew Hinds, Jr. on April 6, 1998.

16 30. In conjunction with the execution of the April 6, 1998 Engagement Letter
17 with Plaintiff James Andrew Hinds, Jr., Setsu Hechtman admitted that she understood
18 and agreed to the terms of the guarantee of the debts incurred as part of the
19 representation of Rick Hechtman in his chapter 7 case.

20 31. In conjunction with the execution of the February 17, 1998 Acknowledgment
21 of Conflict/Legal Services Agreement with Plaintiff Knapp, Petersen & Clarke, Setsu
22 Hechtman admitted that she understood and agreed to the terms of the guarantee of the
23 debts incurred as part of the representation of Rick Hechtman in his chapter 7 case.

24 32. In his trial testimony, Rick Hechtman claimed that Setsu Hechtman had not
25 understood that she had guaranteed his fees and contracted Setsu Hechtman's own
26 deposition testimony.

27 33. Setsu Hechtman moved frequently and appears to have lost some of her
28 records as a consequence. Nonetheless, she has provided, to use Mr. Hind's words, a

1 “stack of documents” that took real effort to dig up, including escrow commission checks,
2 W-2 forms, federal and state tax returns, cancelled checks, bank statements, a vehicle
3 registration card, an insurance card, an order describing her 1/12 interest in residential
4 real estate, installment notes, and a personal property appraisal.

5 34. Rick Hechtman’s testimony at trial was not credible. He was evasive and
6 frequently contradicted himself. He purposely obfuscated the nature of his earlier fraud
7 conviction and evaded any details of his or his wife’s financial dealings. He appears to
8 have dissipated any funds he could get access to, including those of his wife and her
9 family.

10 35. Setsu Hechtman did not testify at trial and relied solely on her deposition
11 testimony, which was filed in its entirety.

12 CONCLUSIONS OF LAW

13 1. This adversary proceeding is brought in connection with Setsu Hechtman’s
14 pending chapter 7 case and thus this Court has jurisdiction over this adversary
15 proceeding pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28
16 U.S.C. § 157(b)(2).

17 2. Venue for this proceeding is proper in this Court pursuant to 28 U.S.C.
18 § 1409.

19 3. This proceeding to determine the dischargeability of debt is an Adversary
20 Proceeding within the meaning of Federal Rule of Bankruptcy Procedure 7001(6).

21 4. Under 11 U.S.C. § 523(a)(2) “[a] finding that a debt is non-dischargeable
22 under [§] 523(a)(2)(A) requires a showing of actual or positive fraud, not merely fraud
23 implied by law.” In re Anastas, 94 F.3d 1280, 1286 & n.3 (9th Cir. 1996) (citation omitted).

24 5. The burden of proof for actions under § 523(a) of the Code is on the Plaintiff
25 to prove each of the elements of his claim under § 523(a)(2) by a preponderance of the
26 evidence. Grogan v. Garner, 498 U.S. 279, 287, 112 L. Ed. 2d 755, 111 S. Ct. 654
27 (1991). Thus, to establish a claim under § 523(a)(2)(A), Plaintiff is required to establish
28 by a preponderance of the evidence that Setsu Hechtman made a misrepresentation of

1 fact or failed to disclose material information on her financial condition.

2 6. In order to establish dischargeability under § 523(a)(2)(A), the Plaintiff must
3 prove that Setsu Hechtman had an intent to deceive; that is, that Setsu Hechtman made
4 the alleged misrepresentations with "scienter." In the Matter of Sheridan, 57 F.3d 627
5 (7th Cir. 1995). The scienter element inherent in § 523(a)(2)(A) refers to intent to
6 deceive, manipulate, or defraud. Ernst & Ernst v. Hochfelder, 425 U.S. 185, 193, 47 L.
7 Ed. 2d 668, 96 S. Ct. 1375 (1976). This requirement may be met in one of several ways:
8 if the maker of the misrepresentation "(a) knows or believes that the matter is not as he
9 represents it to be; (b) does not have the confidence in the accuracy of his representation
10 that he states or implies; or (c) knows that he does not have the basis for his
11 representation that he states or implies." Rest. (Second) of Torts § 526; see also W.
12 Page Keeton, et al., Prosser and Keeton on the Law of Torts, § 107, at pp. 740-42.

13 7. Under § 523(a)(2)(A), Plaintiff is required to show through competent
14 evidence that he justifiably relied on the actions and conduct of Setsu and Rick
15 Hechtman. Field v. Mans, 516 U.S. 59, 61, 116 S. Ct. 437, 439 (1995). The justifiable
16 reliance standard is an individual standard that requires examination of the surrounding
17 circumstances and the qualities of the particular plaintiff. Id. at 71 ("the qualities and
18 characteristics of the particular plaintiff, and the circumstances of the particular case,
19 rather than of the application of a community standard of conduct to all cases"). In
20 general, the standard does not require a duty to investigate; however, once a creditor has
21 reason to suspect that he is being deceived, he then has a duty to investigate. Id.

22 8. In the Ninth Circuit, the inquiry is whether the creditor justifiably relied in
23 light of the subjective effect of the circumstances. In re Kirsh, 973 F.2d 1454, 1460 (9th
24 Cir. 1992); In re Vann, 67 F.3d 277, 283 (11th Cir. 1995) (stating that to constitute
25 justifiable reliance "the plaintiff's conduct must not be so utterly unreasonable, in the light
26 of the information apparent to him, that the law may properly say that his loss is his own
27 responsibility."). As a comment to § 541 of Restatement of Torts (Second) explains, a
28 person is "required to use his senses, and cannot recover if he blindly relies upon a

1 misrepresentation the falsity of which would be patent to him if he had utilized his
2 opportunity to make a cursory examination or investigation. . . . On the other hand, the
3 rule stated in this section applies only when the recipient of the misrepresentation is
4 capable of appreciating its falsity at the time by the use of his senses. Thus a defect that
5 any experienced horseman would at once recognize at first glance may not be patent to a
6 person who has had no experience with horses." Id., § 541, Comment a.

7 9. A principal goal behind bankruptcy law is to provide a fresh start. The fresh
8 start should be afforded to the honest but unfortunate debtor. Grogan, 498 U.S. at 286.
9 When debts are based on fraud, a competing policy must be considered – protection of
10 fraud victims. In this case, determining the Plaintiffs' debt to be nondischargeable would
11 not be outweighed by the limited policy of affording a fresh start to the honest debtor. Id.

12 10. Damages are a requirement of the claim under § 523(a)(2)(A). The
13 measure of damages in a fraud action is "out-of-pocket" loss. This notion is codified in
14 Cal. Civ. Code Section 3343(a), which defines "out-of-pocket" loss as the "difference
15 between the actual value of that with which the defrauded person parted and the actual
16 value of that which he received. . . ." Cal. Civ. Code Section 3343(a); see also Garrett v.
17 Perry, 53 Cal. 2d 178, 184, 346 P.2d 758 (1959).

18 11. The Debtor may be denied a discharge where it is established that, under
19 11 U.S.C. § 727(a)(3), Setsu Hechtman has concealed, destroyed, or failed to keep or
20 preserve any recorded information, including books, documents, records, and papers,
21 from which the debtor's financial condition or business transactions might be ascertained.
22 A creditor objecting to discharge under this section "must show (1) that the debtor failed
23 to maintain and preserve adequate records, and (2) that such failure makes it impossible
24 to ascertain the debtor's financial condition and material business transactions."
25 Lansdowne v. Cox, 41 F.3d 1294, 1296 (9th Cir. 1994) (citation omitted). The debtor must
26 then respond with a "credible explanation." Id. "Justification for [a] bankrupt's failure to
27 keep or preserve books or records will depend on . . . whether others in like
28 circumstances would ordinarily keep them." Id. at 1299. The preponderance of the

1 evidence standard applies. Id. at 1297. Because “[f]ew consumer debtors maintain
2 anything more than, at most, a collection of bills, receipts and canceled checks, . . .
3 absent a sudden and large dissipation of assets, a discharge should not be denied in a
4 typical consumer bankruptcy case due to a lack of books and records.” 6 Collier on
5 Bankruptcy ¶ 727.03[3][g], p. 727-37 (15th ed. rev. 2005). A failure to maintain records is
6 not grounds for denying a discharge if “such . . . failure was justified under all of the
7 circumstances of the case.” 11 U.S.C. § 727(a)(3); see also Lansdowne, 41 F.3d 1294
8 (9th Cir. 1994) (holding debtor’s reliance on her husband to keep or preserve books or
9 records was objectively reasonable under the totality of the circumstances).

10 12. The Debtor may be denied discharge where it is established that under 11
11 U.S.C. § 727(a)(4)(A) Setsu Hechtman knowingly and fraudulently has made a false oath
12 or account in connection with this case. The false oath may be an unsworn declaration, a
13 false statement in the Debtor’s schedules, or a false statement by the Debtor at an
14 examination during the course of the proceedings. 6 Collier on Bankruptcy ¶ 727.03[4],
15 pp. 727-39 to 727-44 (15th ed. rev. 2005). False oaths include material omissions. Id.

16 13. The Debtor may be denied discharge where it is established that, under 11
17 U.S.C. § 727(a)(5), Setsu Hechtman has failed to explain satisfactorily the loss of assets
18 or a deficiency of assets. Plaintiffs have the initial burden of proof in establishing that
19 Debtor has failed to explain a loss of assets. In re Carter, 236 B.R. 173, 180 (Bankr. E.D.
20 Pa. 1999). More than a mere allegation that the debtor has failed to explain losses is
21 required. Plaintiffs must produce some evidence of the asset losses. Id.

22 14. Once Plaintiffs have met their burden, “debtor must provide some credible
23 explanation that will convince the court that [s]he has not hidden or improperly shielded
24 assets. Explanations of losses that are generalized, vague, indefinite and uncorroborated
25 by documentation are unsatisfactory.” Id. “A debtor’s repeated failure to answer
26 questions with anything but evasions and half-truths constitutes a willful and bad faith
27 failure.” Id. at 181. Factors to be considered include the debtor’s business, financial
28 affairs and lifestyle. Id. at 180. The preponderance of the evidence standard applies. Id.

1 15. I find that Plaintiffs have proven all of the elements of a cause of action
2 under 11 U.S.C. § 523(a)(2) and Defendant's debt to both Plaintiffs is nondischargeable.

3 16. I find that Plaintiffs have not proven by a preponderance of the evidence
4 that Setsu Hechtman has concealed, destroyed, or failed to keep or preserve books,
5 records and papers under 11 U.S.C. § 727(a)(3). Her access to necessary records has
6 been limited by Rick Hechtman or lost through numerous moves related to marital
7 separations and financial troubles. Based on the records that were turned over, Setsu
8 Hechtman appears to have made a reasonable effort to supply what records she had.

9 17. I find that Plaintiffs have not proven their claim under 11 U.S.C. §
10 727(a)(4)(A). It is not clear that Setsu Hechtman has made a material false oath and
11 Plaintiffs have failed to point to and prove a specific false statement made in the
12 bankruptcy proceeding itself. There is no doubt that Setsu Hechtman was difficult and
13 uncooperative, but the proof of a specific falsity was lacking.

14 18. I find that Plaintiffs have not proven their claim under 11 U.S.C. § 727(a)(5).
15 Setsu Hechtman, to the extent she had any assets, satisfactorily explained what
16 happened to them. The evidence demonstrated that she did not have the extensive
17 assets she claimed to have when securing legal representation for her husband. Any
18 other access to funds was explained, and it appears she used those funds to live on. If
19 Rick Hechtman had any assets, Plaintiffs never showed that Setsu Hechtman had access
20 to them.

21 19. Judgment will be entered for Plaintiffs under 11 U.S.C. § 523(a)(2).
22 Judgment will be entered for Defendant under 11 U.S.C. § 727(a)(3), (a)(4) and (a)(5).

23
24 DATED: 10/11/05

_____/S/_____
25

MAUREEN A. TIGHE
26

United States Bankruptcy Judge
27

28 W:\common\communications\Opinions\Tighe\hechtman.findings.wpd

CERTIFICATE OF SERVICE BY MAIL

I certify that a true copy of this **FINDINGS OF FACT AND CONCLUSIONS OF LAW ON COMPLAINT FOR DENIAL OF DISCHARGE AND FOR NON-DISCHARGEABILITY OF DEBT** was mailed on _____ to the parties listed below:

OCT 11 2005

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Dated:

OCT 11 2005


DEPUTY CLERK