FOR PUBLICATION

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re: Gregory Langadinos, Debtor(s).	Case No.: 2:25-bk-14466-BB CHAPTER 7 **ORDER DENYING DEBTOR'S MOTIONS [DOCKET NOS. 44, 45 AND 46] FOR RELIEF FROM PRIOR ORDERS OF THIS COURT AND REIMPOSITION OF THE AUTOMATIC STAY** (No hearing required)

The Court has reviewed and considered the following documents that debtor Gregory Langadinos (the "Debtor") filed on August 12, 2025, (collectively, the "Motions"):[1]

1. *"Notice of Motion, Motion, and Memorandum in Support of to Amend and/or Make Additional Findings of Fact FRBP 7052 and (Fed.R.Civ.P. Rules 52 (a) 52(b) and Revival and Retroactive Reinstatement of Automatic Stay Pursuant to F.R.B. 9023, and F.R.B. 9024; In Exchange for Court Ordered Mediation in which*

[1] The following list reflects the titles that the Debtor has placed on these documents. Any typographical errors, omitted words or irregularities in punctuation appear in the originals.

Debtor is Willing to Agree to Remaining Terms to Settle Eviction Case without Improper Disruption or Wronful Expulsion of Rental Premises" [Docket No 44] (the "Motion");

2. *"Hearing is Requested" "Notice of Motion, Motion and Memorandum in Support of Debtor's Motion for Relief from Judgment Pursuant to (FRBP 9023, and FRBP 9024 and Fed.R.Civ.P. 60 (b)(3) (Fraud by Brennan Law, and Landlord Adrienne Slaughter and Pursuant to Fed.R.Civ.P. 60(b)(6)"* [Docket No. 45] (the "Memorandum");
3. *"Hearing is Requested on Motions," "Notice of Motion and Motion and Memorandum in Support of Motion of Debtor Pursuant to (FRBP 9023) and Fed.R.Civ.P. Rule 59(e) to Alter or Amend July 29, 2025, Final Judgment Lifting Automatic Stay and Revival and Retroactive Reinstatement of Automatic Stay and Request to Correct and Modify Errors of Law, and Abuse of Discretion in Lifting Automatic Stay"* [Docket No.46] (the "Request for Hearing"); and
4. *"Declaration of David H. Chung"* [Docket No. 47] (the "Attorney Declaration").

The Motions collectively seek -- or may seek, as exactly what the Debtor is requesting is not always clear from the text of the documents -- the following forms of relief:

1. Reconsideration of this Court's:
    a. July 29, 2025 "Order Granting Relief from Stay" [Exhibit 6 to the Motion] [Docket No. 28];
    b. July 29, 2025 "Order Denying Debtor's Emergency Motion to Continue Hearing on Motion of Adrienne J. Slaughter, Trustee of the Adrienne J. Slaughter Trust U/T/A Dated February 7, 2019, for Relief from the Automatic Stay" [Exhibit 7 to the Motion] [Docket No. 29]; and

c. July 30, 2025 "Order Denying on the Merits and on Procedural Grounds Debtor's Motion in Opposition to Motion for Relief from Stay and for Sanctions and Punitive Damages for Willful Violation of the Automatic Stay Pursuant to Bankruptcy Code Section 362(k" [Exhibit 9 to the Motion] [Docket No. 35];

2. "Revival" and "reinstatement" of the automatic stay that arose upon commencement of the above chapter 7 case (the "Case");
3. Additional findings of fact of some unspecified nature;
4. An order of this Court requiring the parties to participate in a mediation in the state court unlawful detainer action (the "UD Action");[2]
5. An order of this Court vacating or reconsidering the default judgment entered in the UD Action; and
6. A hearing on the Motions.

In support of the above requests for relief, the Debtor advances the following arguments:

1. The Court should have granted his emergency motion for a continuance of the July 29, 2025 hearing (the "July 29 Hearing") on the motion for relief from stay (the "RFS Motion") filed by Adrienne J. Slaughter, trustee of the Adrienne J. Slaughter Trust U/T/A Dated February 7, 2019 (the "Landlord") [Docket No. 15];
2. The Landlord offered no evidence in support of the RFS Motion;
3. The Court demonstrated bias by conducting legal research in connection with ruling upon the Debtor's Motion for Sanctions for Violation of the Automatic Stay [Docket No. 32] and citing in its order denying that motion [Docket No. 35] a published decision of the Ninth Circuit – Eden Place, LLC v. Perl (In re Perl), 811 F.3d 1120 (9th Cir. 2016) – as support for the

[2] See Motion, p. 2 at second full paragraph.

proposition that the automatic stay may not apply once a judgment for possession has been entered;

4. The Court demonstrated bias by falsely asserting that it had posted a tentative ruling on the RFS Motion the Friday before the July 29 Hearing and suggesting that counsel for movant may have filed an amended proof of service that day because he had seen the Court's tentative ruling;[3]
5. Judge Bluebond has "acted like an advocate for an attorney's case who doesn't even appear in he [sic] court, or on Zoom[4], but her hatred for pro se litigants with New York accents warrants immediate corrective action[5]";
6. Counsel for the Landlord "ambushed" him by seeking a default judgment against him in the UD Action without first warning him that he was planning to file such a motion;
7. Counsel for the Landlord committed fraud on the state court that entered a default judgment against him in the UD Action (the "UD Judgment") by filing documents that lacked signatures or had blanks in them;[6] and
8. The Landlord engaged in substantial litigation after entry of the UD Judgment, invalidating the UD Judgment.

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[3] The Debtor argues here that it was not the posting of a tentative ruling pointing out that the proof of service was defective that caused movant to file an amended proof of service: it was an email from Debtor noting this problem. In the Debtor's view, the Court's statement that movant may have seen the tentative ruling and corrected the problem demonstrated bias. It is unclear why the Debtor believes this to be the case. Parties frequently attempt to remedy problems noted in the Court's tentative rulings prior to the hearing. The Court therefore assumed that this may have occurred in the instant case as well.

[4] The Court assumes that the Debtor is referring here to Mr. Brennan, counsel for the Landlord, who did not appear at the July 29 Hearing and instead arranged for appearance counsel to represent the Landlord at the hearing on her RFS Motion. This is a common practice in the United States Bankruptcy Court for the Central District of California.

[5] Memorandum, p. 5, Section III [Docket No. 45]. Although the accusation that Judge Bluebond hates pro se litigants with New York accents appears in the heading for section III of the Memorandum, the text of the Memorandum itself does not contain any further discussion as to why the Debtor believes this rather specific and peculiar bias to be the case. (And, just to be clear: (A) the undersigned does not hate pro se debtors – even if they have New York accents; (B) the Court did not notice at the July 29 Hearing whether the Debtor actually has a New York accent; and (C) the Debtor does not claim in the Motions that he has such an accent.)

[6] One of the blanks in the documents that the Debtor cites as problematic is the dollar amount due under the default judgment. See Request for Hearing, Exhibit 7, at page 2. The handwritten notation at the top of the document asserts that the judgment is void because there is nothing written in as the dollar amount of the judgment. The Debtor has apparently overlooked the fact that there is no dollar amount shown because, immediately above where a dollar amount would have been written, the judgment says that is was for "possession only."

Although the Motions are voluminous, running a total of 387 pages in length, and contain numerous exhibits, they nevertheless offer no support whatsoever for the conclusion that any of the Debtor's requests for relief should be granted. The arguments that the Debtor advanced range from misguided to mystifying, but they are entirely lacking in merit. They are a tale full of sound and fury, signifying nothing.

The Debtor's Request for a Hearing on the Motions

Judge Bluebond customarily decides motions for reconsideration on the papers alone, without oral argument. Where, as here, the movant has set forth in detail the relief that he seeks and the basis upon which he seeks such relief, no useful purpose would be served by conducting a hearing on the Motions. As such, the Debtor's request for a hearing on the Motions is denied.

The Debtor's Emergency Motion to Continue the July 29 Hearing

The Debtor sought a 10-day continuance of the hearing on the RFS Motion claiming that he had not been served; however, he did file a lengthy written opposition to the RFS Motion and did appear at the July 29 Hearing, at which he presented an extended oral argument -- all of which the Court considered. The Court inquired at the July 29 Hearing what additional arguments the Debtor would advance if he were given more time to oppose the RFS Motion, and he responded that he had already provided the Court with two expert opinions showing that the Property was dangerous. Thus, the Court concluded that no purpose – other than delay for delay's sake – would be served by continuing the hearing on the Landlord's RFS Motion, as the Debtor had already presented all of the arguments that he wished to advance.

Moreover, two weeks after the July 29 Hearing, the Debtor filed the Motions, setting forth additional arguments (and reiterating his existing arguments) as to why the RFS Motion should not have been granted; however, none of these arguments has any

bearing on the applicable standards for granting relief from stay. Having taken an additional two weeks (which is more than the 10-day delay requested by his emergency motion) to collect his thoughts and set forth in detail every reason he could think to articulate as to why the RFS Motion should not have been granted, the Debtor still has not been able to set forth any support for the conclusion that the RFS Motion should have been denied.

His opposition to the RFS Motion, his emergency motion to continue the July 29 Hearing, the additional motions he filed on July 25 and July 29, and the instant round of Motions are merely the latest efforts by the Debtor to forestall his eviction from the real property that was the subject of the RFS Motion (the "Property") by any means necessary. The Court has taken judicial notice of the fact that the Debtor removed the UD Action to the United States District Court for the Central District of California (the "District Court") on March 3, 2025 [see District Court case no. 2:25cv1810], and that the District Court promptly remanded the matter to state court by order entered March 6, 2025 [Docket No. 12 in that action]. The Debtor then filed a lawsuit in District Court against the Inglewood Superior Court and the Commissioner to which the UD Action was assigned on May 27, 2025 [District Court case no. 2:25cv4746] and moved for a temporary restraining order to forestall his eviction. The District Court denied that motion for lack of subject matter jurisdiction and based on judicial immunity on May 28, 2025 [Docket No. 9 in that action]. Later the same day, the Debtor filed the above chapter 7 Case to obtain the benefit of the automatic stay, as he had been unable to obtain injunctive relief otherwise. This resulted in approximately an additional 75-day delay in the Landlord's efforts to move forward with the UD Action.[7] No legitimate purpose would have been served by affording the Debtor yet another delay.

Among the papers that the Debtor filed on August 12, 2025, presumably in support of the Motions, is the Attorney Declaration, Docket No. 47, in which attorney

[7] The Case was filed on May 28, 2025. The order granting the RFS Motion was entered July 29, 2025, but the Court did not include in that order a waiver of the 14-day stay of Fed.R.Bankr.Proc. 4001(a)(3). As a result, that order did not become effective until August 12, 2025.

David H. Chung declares that he was never served with a copy of the RFS Motion that the Landlord filed with the Court. Inasmuch as Mr. Chung filed on July 11, 2025 [Docket No. 17] a notice that he had withdrawn from his representation of the Debtor without a replacement, leaving the Debtor to represent himself in connection with the RFS Motion, it is difficult to see why a failure to serve Mr. Chung should have any bearing on whether the Court should reconsider its decision to deny the Debtor's emergency motion for a continuance of the July 26 Hearing. The Debtor has had more than ample opportunity to present all of his arguments – in detail – against the granting of the RFS Motion.

The Debtor's Contention that the Landlord Offered No Evidence in Support of the RFS Motion.

This contention is simply inaccurate. Pages 7 through 10 of the RFS Motion are a declaration in support of the motion, which, among other things, authenticates three exhibits filed in support of the RFS Motion: the lease; a notice to pay rent or quit; and the Landlord's unlawful detainer complaint.

The Debtor's Contention that this Court's Orders Should Be Overturned Based on Judicial Bias

It is apparent that the Debtor is displeased by this Court's rulings, but the caselaw in the Ninth Circuit makes clear that adverse rulings alone are rarely sufficient to demonstrate evidence of bias and that judicial rulings, opinions formed during proceedings or even critical remarks – none of which were made here -- do not generally constitute grounds for recusal unless they display a deep-seated favoritism or antagonism that would make fair judgment impossible. See e.g., Leslie v. Grupo ICA, 198 F.3d 1152 (9th Cir. 1999). This Court has neither said nor done anything that would even suggest a bias of any kind toward the Debtor. See Transcript of the July 29 Hearing, Docket No. 42.

The Debtor claims that this Court demonstrated bias by citing Eden Place, LLC v. Perl (In re Perl), 811 F.3d 1120 (9th Cir. 2016), in its decision to deny the Debtor's motion for sanctions for violation of the automatic stay. The Debtor's contention in that motion was that the Landlord's counsel had violated the automatic stay by sending an email in which he claimed that the automatic stay did not prevent an eviction as the Landlord had already obtained a judgment for possession. In denying the Debtor's motion, the Court pointed out that there was support in the caselaw for this proposition.[8] Somehow the Debtor believes this is inappropriate and demonstrates bias. Perhaps the Debtor believes that Courts should rule on motions without conducting any research or analyzing whether arguments advanced by the movant have any merit? Or does the Debtor believe that a Court demonstrates bias whenever it includes supporting authority in its orders? If so, the Debtor is misguided.

The Debtor also claims that the Court demonstrated bias by falsely asserting that it had posted a tentative ruling on the RFS Motion the Friday before the July 29 Hearing and suggesting that the Landlord's counsel may have filed an amended proof of service because he saw that tentative ruling. This argument is difficult to follow, to say the least.

First, the Debtor is mistaken when he argues that the tentative ruling was only posted for the first time on the morning of July 29. (Judge Bluebond routinely posts her tentative rulings for Tuesday mornings not later than the afternoon of the preceding Friday.) By way of support for this argument, the Debtor offers as an exhibit a printout of Judge Bluebond's calendar from the Court's website, which shows a print date on the upper right-hand side of July 29, 2025 [Exhibit 13 to the Memorandum, Docket No. 45]. This page reflects that tentative rulings had been posted for Judge Bluebond's July 29, 2025, hearings. It does not, however, show *when* these tentative rulings were posted. The fact that the Debtor *printed* this page on July 29 does not mean that the tentative

[8] The Court also noted in its order that the Debtor had suffered no damage, as the Landlord did not move forward in reliance on the position advanced in the email. It instead moved for relief from the automatic stay and obtained an order granting the RFS Motion before moving forward with the UD Action.

rulings had not been posted days earlier. But, more importantly, what difference does any of this make? How does this discussion show bias on the part of Judge Bluebond? The following is the entire exchange on this subject at the July 29 Hearing [Transcript, Docket No. 42, p. 6 of 27, at lines 7 through 23]:

> *MR. LANGADINOS: Here's what's wrong with the amended service. So what this law -- what this -- some lawyer did is they filed an amended proof of service because I called both Mr. Brennan and Mr. McVelian (phonetic) and told them that they never served me with anything. So that's why they did this. That I believe why, but there's –*
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> *THE COURT: I also posted a tentative ruling saying service was defective.*
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> *MR. LANGADINOS: Okay.*
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> *THE COURT: And they may have seen that –*
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> *MR. LANGADINOS: Okay.*
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> *THE COURT: -- and decided to do something.*
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> *MR. LANGADINOS: Okay. Very well.*
>
> *THE COURT: Okay.*
>
> *MR. LANGADINOS: I wasn't aware.*
>
> *THE COURT: Yeah.*

It is hard to imagine how anyone hearing or reading this exchange could interpret it as evidence of judicial bias.

The Debtor's Contention that Relief from Stay Should Not Have Been Granted Due to Problems with the UD Judgment

Large sections of the Motions are devoted to arguments by the Debtor as to why any default judgment that may have been entered against him in the UD Action is void or invalid and how the Landlord engaged in misconduct in connection with the UD Action (for example, by failing to warn him first that she was seeking a default judgment

and by filing documents that contained blanks). However, none of this has anything to do with whether or not the Court should grant relief from stay to permit the parties to litigate the UD Action in state court.

The RFS Motion itself, docket no. 15, says (in the declaration on page 8) that the Landlord served a notice to quit on the Debtor on January 14, 2025 and filed an unlawful detainer complaint against him on February 4, 2025. The box in which the Landlord would provide the date of a UD Judgment was left blank. The Court therefore assumed at the July 29 Hearing that judgment had not yet been entered against the Debtor in the UD Action, and the Debtor did not mention at that hearing that a judgment had been entered. (Perhaps that judgment has been vacated?) The Debtor has certainly advanced the position in his later papers that the UD Judgment was void, but, to this day, the Court does not know and has not been able to ascertain the current status of the UD Judgment and the UD Action.[9] Conveniently, however, for the reasons set forth below, whether it is appropriate for the bankruptcy court to grant relief from stay here does not turn on whether a valid judgment has been entered in the UD Action.

The grounds upon which a party in interest may obtain relief from stay are set forth in Bankruptcy Code section 362(d). The RFS Motion sought relief under both section 362(d)(1), for cause, and under section 362(d)(2), because the Debtor has no equity in the Property, and the Property is not necessary to an effective reorganization. The Case was filed under chapter 7 of the Bankruptcy Code. It is a liquidation case. Reorganization does not occur in chapter 7, so the Property is not necessary to an effective reorganization because there will be no reorganization. The Property was leased, so the Debtor has no equity in the Property. Therefore, the RFS Motion was properly granted under section 362(d)(2).

[9] The Court generally uses CourtLink (a Lexis product) to view dockets of actions pending in state courts. However, a search under the case number shown on the UD Judgment attached as an exhibit to one or more of the Motions turned up no results, and a search under the names of the Debtor and the Landlord turned up only the actions the Debtor brought in the District Court referenced above. Perhaps the relevant docket has been sealed?

Further, there was "cause" to grant the motion within the meaning of section 362(d)(1) because the Landlord wants to move forward with her efforts to evict the Debtor from the Property. The Debtor believes he has valid defenses to prevent that eviction. The parties need to resolve these disputes, and the state court before whom the UD Action is pending is the ONLY place for the parties to do that. The bankruptcy court does not adjudicate the merits of unlawful detainer actions, particularly in a no asset case such as this[10] where the outcome of that dispute will not have no impact whatsoever on the size of distributions to creditors.

Either there is a valid judgment in the UD Action or there is not. If there is not, the parties need to return to state court to litigate the UD Action to conclusion. If there is a valid judgment, the Landlord should be given relief from stay to enforce that judgment. If that judgment was improvidently entered, the Debtor must seek a remedy in state court. As this Court has repeatedly explained to the Debtor, this Court cannot act as a Court of Appeal in which to challenge a state court judgment. Moreover, this is not an instance in which the Court is being asked to give collateral estoppel effect to any ruling made by the state court. The Bankruptcy Court is merely lifting the automatic stay for the parties to exercise their rights and remedies as against one another – whatever they may be – in state court.

There is an extended discussion in one or more of the Motions about the standards applicable to motions for reconsideration. The Court agrees that the Debtor has promptly sought reconsideration and that the Debtor has accurately recited the relevant standards for such motions, but nothing contained in his Motions explains why any of the orders that this Court has entered needs to be reconsidered. Even if the Court were to reconsider its prior rulings, it would reach the same conclusions on reconsideration. And if the Debtor is attempting to ask this Court to reconsider rulings made by the state court, that request must be denied. The rules that the Debtor cites

[10] The chapter 7 trustee appointed in the Case filed a Report of No Distribution on August 4, 2025.

only give this Court the authority to revisit its own rulings. This Court lacks authority to "reconsider" any order entered by the state court in the UD Action.

The Motions also contain an extended discussion of bias on the part of judicial officers and include as exhibits articles on the subject. The Court agrees that bias on the part of a judicial officer is problematic and should be addressed, but nothing that the undersigned has done was the result of any bias on her part toward the Debtor. The simple fact is that the Debtor's arguments are entirely lacking in merit in the context of a motion for relief from stay. If the Debtor disagrees with this conclusion, his remedy is to appeal this Court's orders.

In light of the foregoing,

IT IS HEREBY ORDERED as follows:

1. The Motions are **DENIED** with prejudice. Any additional motions that the Debtor may file seeking reconsideration of this Court's order granting relief from stay or reimposition of the automatic stay to prevent the UD Action from moving forward will be summarily denied.
2. The Debtor's request for hearings on the Motions is **DENIED** with prejudice.
3. The Debtor's request for an order requiring the parties to participate in a mediation in the UD Action, or for a stay while the parties engage in mediation in the UD Action, is **DENIED** with prejudice.

4. To the extent that the Debtor has requested an order of this Court vacating or reconsidering any orders entered in the UD Action, that request is **DENIED** with prejudice.

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Date: August 18, 2025

Sheri Bluebond
United States Bankruptcy Judge