

FOR PUBLICATION

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

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3
4 In re:)
5 MEGAN CHRISTINE FIEDLER,) Case No. 23-20862
6 Debtor.)
7 _____) Adv. Pro. No. 2023-02038-C
8 THE GOLDEN ONE CREDIT UNION,)
9 a California Corporation,)
10 Plaintiff,)
11 v.)
12 MEGAN CHRISTINE FIEDLER, an)
13 individual,)
14 Defendant.)

OPINION¹

15 This is a case of sue first and ask questions later. The
16 Complaint was filed in disregard of the Rule 9011 duties to
17 "inquire" and to "stop and think" before filing legal or factual
18 contentions of dubious merit.

19 Golden One Credit Union filed a nondischargeability
20 Complaint alleging 11 U.S.C. § 523(a)(2) fraud with respect to a
21 "consumer debt" without making the inquiry "reasonable under the
22 circumstances" required by Rule 9011(b) and without being
23 "substantially justified" within the meaning of § 523(d).

24 The boilerplate Complaint alleged only two operative facts.
25 First, Golden One made an unsecured loan of \$9,000 on November 3,
26 2022, for the stated purpose of helping Defendant retire a

27 _____
28 ¹This Opinion supersedes the October 30, 2023, Memorandum.

1 \$12,500 Wells Fargo credit card debt at 24.3% interest. Second,
2 on December 20, 2022, the Defendant did not make the first
3 payment when due. Those two facts, without more, were alleged to
4 suffice to prove an intentional fraud perpetrated on November 3.

5
6 Facts

7 The Debtor filed her chapter 7 case March 21, 2023. The
8 Meeting of Creditors was April 18, 2023. Plaintiff filed its
9 Complaint on April 25, 2023, without Plaintiff or Plaintiff's
10 counsel having attended the Meeting of Creditors, listened to the
11 recording of the Meeting of Creditors, or posed any questions to
12 Debtor or Debtor's counsel. The Complaint was filed 7 days after
13 the Meeting of Creditors and 63 days before the June 20, 2023,
14 deadline for nondischargeability actions.

15 Golden One relied solely on the elementary fallacy *post hoc*
16 *ergo propter hoc* (because this, then that) that failure to make
17 the first payment when due December 20, 2022, proves that the
18 debtor intended on November 3 not to pay.

19 Golden One had made no inquiry to identify surrounding facts
20 that might support its allegations that the Debtor actually
21 intended to defraud Plaintiff at the inception of the loan on
22 November 3, 2022.

23 Nor did Golden One pay any attention to the Debtor's written
24 explanation dated May 3, 2023 (filed May 8, 2023), in a document
25 titled "Defendant's Statement of Undisputed Facts in Support of
26 Her Motion for Bankruptcy," which this court later deemed to
27 constitute an Answer.

28 The Debtor explained that she sought help from Golden One

1 regarding ways to address a \$12,500 balance on a Wells Fargo
2 credit card charging 24.3% interest. Golden One advised her
3 against consolidating with another company or filing for
4 bankruptcy and recommended a Golden One loan. After conducting
5 its due diligence inquiry, the maximum Golden One would lend was
6 \$9,000.² The Debtor stated that she believed Golden One's advice
7 and accepted the \$9,000 unsecured loan, which was disbursed on
8 November 3, 2022. The next day she paid Wells Fargo \$10,500 on
9 its \$12,500 credit card debt.

10 The Defendant explained that "between November 4, 2022 and
11 December 20, 2022 [first loan payment due date] I incurred
12 another \$1,000 on the credit card in order to not default on my
13 other loans/debts [including her Golden One car loan]. It was
14 this fact that made it occur to me that the advice given to me by
15 Golden 1's banker was poor. The \$9,000 loan did not benefit my
16 financial situation in the slightest."

17 She added, "Mid December I began calling around to different
18 bankruptcy attorneys, until I found one I liked. Matthew
19 Decaminada, [Esq.] was informed I had not paid a single payment
20 on the Golden 1 loan in question and believed it would not be an
21 issue given my financial position. Matthew instructed me to begin
22 defaulting on my loans as I made monthly payments on my retainer
23 to him."³

25 ²A full consolidation at a lower interest rate would have
26 made economic sense, but not a partial consolidation that saddled
the debtor with extra monthly expense.

27 ³Suspending payment of existing debt in order to pay counsel
28 does not offend § 526(a)(4). Milavetz, Gallop & Milavetz, PA, v. United States, 559 U.S. 229, 242-48 (2010).

1 She concluded, "I took out the loan with every intention of
2 paying Golden 1 back but unfortunately it did not improve my
3 financial position as I had been led to believe by the Golden 1
4 Banker that assisted me with the loan. Bankruptcy was my best
5 option, if I remained in the financial position I was in I would
6 have continued to bury myself in debt that I would never be able
7 to get out from under."

8 The Defendant appended pay advices establishing that she is
9 an hourly employee in a supermarket job under a collective
10 bargaining agreement at a rate of \$19.30/hour [\$772/40hr week]
11 and that her hours vary and are not always 40 hours/week.

12 At a status conference on June 28, 2023, this court deemed
13 the "Defendant's Statement of Undisputed Facts" to be an Answer
14 and ruled no discovery was necessary as no discovery was being
15 requested or suggested by Golden One. A prompt trial date of July
16 18, 2023 was set, to enable the Debtor and Plaintiff to provide
17 evidence supporting their respective cases, including the
18 opportunity to testify under oath subject to cross-examination.

19 Seven days later, on July 5, 2023, the Plaintiff requested
20 dismissal of the adversary proceeding, which was granted on July
21 7, 2023, with a reservation that an Order to Show Cause would
22 issue regarding § 523(d) and Rule 9011.

23 The ensuing OSC issued August 2, 2023, was addressed to
24 Golden One, attorney Karel Rocha, and the Prenovost, Normandin,
25 Dawe & Rocha law firm. The OSC noted that the timing of the
26 filing of the Complaint long before the deadline and the prompt
27 dismissal in the face of an imminent trial invited inferences:
28 (1) that the Complaint was not well-founded; (2) that there was

1 not a pre-filing "inquiry reasonable under the circumstances;"
2 and (3) that the Complaint was filed for the improper purpose of
3 implementing a strategy of suing impecunious consumers on small
4 claims on little or no pretext so as to extract payments by way
5 of default judgment or "settlement" in lieu of trial because of
6 the high costs to the consumers of defending litigation.

7 The OSC noted that the 22-paragraph boilerplate Complaint
8 alleged only two concrete facts: (1) \$9,000 loan on November 3;
9 and (2) nonpayment of the first installment on its December 20
10 due date. No surrounding circumstances were alleged that might
11 support an inference of actual intent to defraud on November 3.
12

13 I

14 Rule 9011 Duty to Make Inquiry Reasonable Under the Circumstances

15 The signature of an attorney filing a Complaint is a
16 certification that there has been an "inquiry reasonable under
17 the circumstances." Fed. R. Bankr. P. 9011(b).

18 The meaning of "inquiry reasonable under the circumstances"
19 has previously been explained by this court. In re Estate of
20 Taplin, 641 B.R. 236, 245-52 (Bankr. E.D. Cal. 2022).

21 The basic principle, in the words of the Civil Rules
22 Advisory Committee, is to "require litigants to 'stop and think'
23 before making legal or factual contentions." Fed. R. Civ. P.
24 9011, Adv. Comm. Note to 1993 Amendment (emphasis supplied).
25

26 A

27 The Golden One OSC response correctly notes that there is a
28 correlation between "first payment" or "early payment" defaults

1 and fraud. The Comptroller of the Currency, Freddie Mac, and the
2 National Credit Union Administration agree such payment defaults
3 "assist in identifying potential fraud," constitute fraud red
4 flags, logically correlate with fraud, and require monitoring by
5 the financial institution. Golden One Response to OSC at 7-8.

6 This court takes fraud seriously and is mindful that early
7 payment defaults can indicate fraud and that financial
8 institutions such as Golden One are required by regulators to
9 take note and appropriate action.

10 For the borrower, an early payment default means that there
11 is explaining to do.

12 Nevertheless, when it comes to commencing a legal action by
13 filing a fraud Complaint, the existence of an early payment
14 default fraud indicator may trigger an inquiry by a creditor but
15 is not alone sufficient ground for a lawsuit in which the
16 essential elements of fraud must be proved by preponderance of
17 evidence. There still must be the "inquiry reasonable under the
18 circumstances" and that is precisely what did not happen here.

19 The inquiry reasonable under the circumstances preliminary
20 to filing a complaint is required so that the complaint "pleads
21 factual content that allows the court to draw the reasonable
22 inference that the defendant is liable for the misconduct
23 alleged." Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009).

24 The focus is on the debtor's intent at the inception of the
25 loan. See Anastas v. American Savings Bank, 94 F.3d 1280, 1285-86
26 (9th Cir. 1994). That is a fact-intensive inquiry for which the
27 factual contents of the pleadings must be sufficient for the
28 court to draw the reasonable inference. The mere circumstance of

1 a non-payment 47 days later is, without more, too weak a reed on
2 which to build a case.

3 Accepting that there was explaining for the debtor to do, no
4 attempt was made to obtain an explanation. Golden One, as a
5 creditor holding a "consumer debt," is authorized by § 341(c) to
6 send a non-lawyer representative to "appear at and participate in
7 the meeting of creditors" in a chapter 7 or 13 case "either alone
8 or in conjunction with an attorney for the creditor." 11 U.S.C.
9 § 341(c). Yet, neither Golden One, nor Rocha, attended the
10 meeting of creditors, thereby missing an early opportunity to
11 inquire of the debtor under oath why there was a first payment
12 default. There was no request for reaffirmation. There was no
13 Rule 2004 examination. There was no inquiry directed to debtor's
14 counsel before filing the Complaint.

15
16 B

17 Rocha described his desktop review of the client file and of
18 the Chapter 7 Petition and Schedules as if that was sufficient
19 inquiry. Rocha Decl. ¶¶ 10-23.

20 Although Rocha says that in comparing the loan file with the
21 bankruptcy file he noted inconsistent statements as to the
22 debtor's income, none of the putative inconsistencies appear to
23 be material. Nor are they inconsistent with the debtor's
24 employment earning \$19.30 per hour under a collective bargaining
25 agreement in which the total hours per week are variable and
26 subject to the vagaries of life as a single parent of an
27 elementary school age child. In any event, the Complaint does not
28 allege a false financial statement.

1 Citing no authority, Rocha opines that it was "abnormal for
2 a person to file a bankruptcy petition when they have less than
3 \$20.00 per month more in expenses than their monthly income. To
4 decide to declare bankruptcy due to only a difference of \$20.00 a
5 month rather than adjust spending habits is indicia of fraud."

6 Rocha's assertions are not credible. First, his focus on
7 income and expenses ignores accumulated debt to be discharged.
8 Second, he assumes a stable monthly balance sheet that ignores
9 the aforesaid vagaries of a single-parent's life living on a
10 razor-thin budget with little or no contingency. Third, improving
11 debtors' balance sheets is a core value of the bankruptcy
12 process. From the perspective of a bankruptcy judge who has
13 presided over more than 160,000 bankruptcy cases in 35 years, it
14 is neither abnormal nor indicative of fraud for a debtor whose
15 regular monthly income and expenses leave little or no surplus to
16 seek bankruptcy relief to eliminate accumulated debt.

17 By any measure, there was not an "inquiry reasonable under
18 the circumstances."

19 Rocha, and Golden One by extension, did not "stop and think"
20 and make an investigation appropriate under the circumstances
21 before filing the Complaint.

22 II

23 Rule 9011(b)(2) Improper Legal Contention

24 The Rule 9011(b)(2) certification made by the signature to
25 the Complaint is that "the claims, defenses, and other legal
26 contentions are warranted by existing law or by a nonfrivolous
27 argument for extending, modifying, or reversing existing law or
28

1 for establishing new law." Fed. R. Bankr. P. 9011(b)(2).

2 The OSC identified paragraph 14 of the Complaint as a
3 potentially unwarranted legal contention:

4 14. The Defendant's obligations to Plaintiff are not
5 consumer debts as defined at 11 U.S.C. § 101(8) to the
6 extent they were based upon fraud and willful, malicious,
and tortious injury to Plaintiff.

7 Complaint ¶ 14.

8 The OSC noted that this court is unaware of any support in
9 decisional law that a debt incurred "primarily for a personal,
10 family, or household purpose" [the § 101(8) definition] is
11 nevertheless not a "consumer debt" if motivated by fraudulent
12 intent. Hence, it appeared that paragraph 14 is not warranted by
13 existing law.

14 Recognizing that Rule 9011(b)(2) tolerates "argument for
15 change to existing law," but only to the extent such argument is
16 not frivolous, it noted that paragraph 14 seems frivolous. Any
17 consumer debt that is proved in an adversary proceeding to be
18 based upon fraud is excepted from discharge under § 523(a)(2),
19 but does not lose its status as "consumer debt."

20 It is an "objective standard, intended to eliminate any
21 'empty-head pure-heart' justification for patently frivolous
22 arguments." Fed. R. Civ. P. 9011, Adv. Comm. Note to 1993
23 Amendment.

24 Frivolous means "both baseless and made without a reasonable
25 and competent inquiry." Townsend v. Holman Consulting Corp., 929
26 F.2d 1358, 1362 (9th Cir. 1990) (en banc).

27 Although one might be able to allege and prove that the
28 subject debt was not incurred for a "personal, family, or
household purpose," there is no hint in this case that there is

1 any plausible factual basis for contending that the subject debt
2 was incurred for any purpose other than paying garden-variety
3 credit card debt. As a matter of law, fraudulent intent does not
4 disqualify a debt from "consumer debt" status.

5 It appeared that paragraph 14 served only two possible
6 purposes. First, to intimidate as part of an effort to extract an
7 unjust settlement. Second, for Golden One to evade its exposure
8 to attorneys' fees and costs under § 523(d) for unsuccessful
9 § 523(a)(2) actions in which the creditor's position is not
10 "substantially justified."

11 Rocha asserted in response to the OSC that paragraph 14 "is
12 based on the contention that if a person obtains money from a
13 creditor through a loan but does so with fraudulent intent then
14 that person should not benefit from the protections that are
15 afforded to consumers as such protections are designed to protect
16 the innocent consumer and not a person committing actual fraud."
17 Decl. of Rocha, ¶31.

18 This explanation ignores the effect of § 523(a)(2), which is
19 tailored to except from discharge any debt obtained by actual
20 fraud, and implies § 523(a)(2) is not adequate to the task. And,
21 it disregards the reality that, other than § 523(d), there are
22 virtually no special protections for "consumer debt" in the
23 Bankruptcy Code.

24 The "protections that are afforded to consumers" that Rocha
25 touts are few: (1) § 523(d) (fees and costs for fruitless
26 § 523(a)(2) actions) and (2) § 722 (redemption). The remaining
27 fifteen appearances of "consumer debt" in the Bankruptcy Code and
28 Rules are better described as creditor friendly (§§ 101(3);

1 341(c); 342; 502(k); 524(d)(2)&(c)(6); 528; 547(c)(8); 707(b);
2 1201(a); 1222(b)(1); 1301(a); 1305(a)(2); 1322(b)(1); Rule
3 2002(o); Rule 5008).

4 Ironically, Rocha's theory that the debt was not a "consumer
5 debt" would operate to shoot his client in the foot by stripping
6 Golden One of its special § 341(c) license to appear at and
7 participate in the meeting of creditors without a lawyer. In
8 addition, it would remove the debtor from status as an "assisted
9 person" under § 101(3) and § 526.

10 In short, Complaint paragraph 14 is a transparent effort to
11 evade § 523(d) liability for a creditor who sues unsuccessfully
12 to establish a consumer debt was obtained by nondischargeable
13 § 523(a)(2) fraud.

14 It is also significant that the OSC response does not
15 identify any decisional authority to support paragraph 14. In
16 fact, there is none.

17 On balance, paragraph 14 is both baseless and was made
18 without a reasonable and competent inquiry.

19 Hence, Complaint paragraph 14 violates Rule 9011(b)(2).
20

21 III

22 Rule 9011(b)(3) Evidentiary Support

23 The signature on the Complaint constitutes a certification
24 that the allegations and other factual contentions have
25 evidentiary support or, if specifically so identified, are likely
26 to have evidentiary support after a reasonable opportunity for
27 further investigation or discovery. Fed. R. Bankr. P. 9011(b)(3).
28

The Golden One response emphasizes the clause "likely to

1 have evidentiary support after a reasonable opportunity for
2 further investigation or discovery.”

3 The fatal flaw with the invocation of this clause is that no
4 allegation in the Complaint is “specifically so identified,” as
5 Rule 9011(b) (3) requires.

6

7

IV

8

11 U.S.C. § 523(d) Fees and Costs

9 A creditor who requests determination of dischargeability of
10 a “consumer debt” under § 523(a) (2) that ultimately is discharged
11 is liable for the debtor’s costs and a reasonable attorney’s fee
12 for the proceeding if the court finds that the position of the
13 creditor was not substantially justified, unless special
14 circumstances would make the award unjust. 11 U.S.C. § 523(d).

15

16

A

17 The law of the Ninth Circuit regarding § 523(d) was
18 established by First Card v. Hunt (In re Hunt), 238 F.3d 1098
19 (9th Cir. 2001) (spoiler alert: affirming the undersigned as trial
20 judge). Rocha makes no mention of Hunt.

21 The questions of “substantial justification” and of “special
22 circumstances” are reviewed for abuse of discretion.

23 The creditor plaintiff has the burden to prove its position
24 was substantially justified, which entails demonstrating a
25 reasonable basis in law and fact. Hunt, 238 F.3d at 1103-04.

26 Unsupported allegations in a creditor’s pleadings are not
27 sufficient to carry the creditor’s burden under § 523(d). Hunt,
28 238 F.3d at 1103.

1 The Ninth Circuit specifically rejected the proposition that
2 “cases brought in good faith should not be chilled,” ruling that
3 “whenever the creditor’s position is not substantially justified
4 (subject to the special circumstances exception) § 523(d)
5 certainly does aim to chill some actions that are brought in good
6 faith, namely, those that do not have a reasonable basis in law
7 and fact.” Hunt, 238 F.3d at 1104 n.6.

8 Special circumstances that would make an award unjust are
9 subject to traditional equitable principles except that such
10 principles are to be construed in light of the purpose of
11 § 523(d) “to deter creditors from bringing frivolous challenges
12 to the discharge of consumer debts.” The express purpose “could
13 be seriously thwarted if the ‘special circumstances’ exception
14 became a vehicle for rigorous application of some sort of
15 ‘unclean hands’ doctrine to debtors’ attorneys.” Hunt, 238 F.3d
16 at 1104, citing S.Rep. No. 98-65, at 9-10 (1983).

17 It is fascinating that Golden One’s response to the § 523(d)
18 issue prepared by Rocha makes no mention of Hunt, even though it
19 has been settled law of the Ninth Circuit since 2001. Instead, it
20 cites three pre-2001 BAP decisions. Itule v. Metlease, Inc. (In
21 re Itule), 114 B.R. 206, 213 (9th Cir. BAP 1990) (No § 523(d) fees
22 for prevailing creditor); First Card v. Carolan (In re Carolan),
23 204 B.R. 980, 987 (9th Cir. BAP 1996) (creditor “substantially
24 justified”); In re Stine, 254 B.R. 244, 250 (9th Cir. BAP
25 2000) (reversing “substantially justified” determination).

26 It is disturbing that Rocha cites, as if it is a holding, a
27 one-judge concurrence in BAP Carolan fretting about the “risk
28 that imposing attorney’s fees and costs may chill creditor

1 efforts" to have fraud debts declared nondischargeable. Not only
2 does Rocha not disclose that it is a one-judge concurrence and
3 not a BAP holding, he omits to reveal that the Ninth Circuit
4 later ruled in Hunt that "\$ 523(d) certainly does aim to chill."
5 Compare OSC Response at 13, with Hunt, 238 F.3d at 1104 n.6.

6 Rocha's argument is not persuasive - or worse.

7
8 B

9 It follows from the above discussion that the Golden One
10 adversary proceeding did not have a reasonable basis in law and
11 fact.

12 The essential elements of § 523(d) are straightforward.
13 Golden One requested determination of the dischargeability of a
14 consumer debt under § 523(a)(2). The debt was discharged. 11
15 U.S.C. § 523(d).

16 The position of Golden One was not substantially justified
17 because the allegations did not have a reasonable basis in law
18 and fact. Hunt, 238 F.3d at 1103-04 & n.6.

19 No special circumstances, as to which Golden One has the
20 burden of proof, have been urged by Golden One that would make an
21 award of fees and costs unjust.

22
23 C

24 In one respect, this is Golden One's lucky day. The debtor's
25 bankruptcy counsel did not assist her in defending the adversary
26 proceeding. There was nothing untoward about leaving the debtor
27 self-represented because local rules permit chapter 7 counsel to
28 provide by contract that their scope of representation does not

1 extend to adversary proceedings. E.D. Cal. Local Bk. Rule 2017-
2 1(a)(1). But he missed an opportunity to claim attorney's fees
3 from Golden One.

4 The self-represented debtor necessarily incurred costs that
5 are eligible for reimbursement to her under § 523(d). The record
6 is sufficient for this court to make a reasonable estimate of the
7 § 523(d) costs. She incurred production costs for her
8 "Defendant's Statement of Undisputed Facts in Support of Her
9 Motion for Bankruptcy," which was well done for a non-lawyer, and
10 which this court deemed to be an Answer. She was required to make
11 multiple trips to the Sacramento Courthouse from her home in
12 Camino, California, to file her papers and to appear at the
13 status conference hearing that led to the setting of a trial
14 date. A reasonable estimate of the total § 523(d) costs is
15 \$450.00, which shall be paid to her by Golden One.

16
17 V

18 Rule 9011 Sanctions

19 The question becomes what remedial sanctions are appropriate
20 to impose on account of the Rule 9011 violations described here.

21
22 A

23 This is a court-initiated sanction pursuant to an order to
24 show cause, as permitted by Rule 9011(c)(1)(B).

25 This court's order to show cause was not issued until after
26 the adversary proceeding was dismissed upon this court's order
27 based on the plaintiff's request pursuant to Civil Rule 41(a)(2).
28 Fed. R. Bankr. P. 7041, incorporating Fed. R. Civ. P. 41.

1 Monetary sanctions may not be awarded on the court’s
 2 initiative where the court’s order to show cause does not issue
 3 until after voluntary dismissal or settlement of the claims made
 4 by or against the party, or whose attorneys are, to be
 5 sanctioned. Fed. R. Bankr. P. 9011(c)(2)(B).

6 Nonmonetary sanctions are permitted on the court’s
 7 initiative following an order to show cause that is issued after
 8 dismissal or settlement of the subject claims. Fed. R. Bankr. P.
 9 9011(c)(2). The operative principle is that a sanction should be
 10 limited to what is sufficient to deter repetition of the conduct
 11 or comparable conduct by others similarly situated. Id.

12
 13 B

14 There are two points of particular concern. First, Rocha
 15 failed to cite controlling Ninth Circuit authority regarding
 16 § 523(d). The consequence for Rocha is self-inflicted
 17 reputational damage.

18 Second, Rocha’s violation of Rule 9011(b)(2) regarding the
 19 allegation in Complaint paragraph 14 that fraud disqualifies a
 20 debtor for “consumer debt” status is of more immediate concern.

21 This is not an isolated violation. The records of adversary
 22 proceedings in the Eastern District of California reveal that on
 23 six other occasions Rocha has filed complaints containing
 24 language identical to Complaint paragraph 14:

25	Adv. No. 2022-01013 Golden One v. Lopez	Complaint ¶ 26
26	Adv. No. 2021-02028 Golden One v. Flores	Complaint ¶ 27
27	Adv. No. 2018-01051 LBS Finan. CU v. Perez	Complaint ¶ 28
28	Adv. No. 2017-02126 LBS Finan. CU v. Nieri	Complaint ¶ 27
	Adv. No. 2015-02244 Gateway One v. Barry	Complaint ¶ 19
	Adv. No. 2014-01110 LBS Finan. CU v. Newton	Complaint ¶ 22


1 This is an established pattern of violations of Rule
2 9011(b) (2) by Rocha.

3 Sanctions are appropriate to impose based on what is
4 "reasonably necessary to deter repetition of the conduct by the
5 offending person or comparable conduct by similarly situated
6 persons." Fed. R. Civ. P. 11, Adv. Comm. Note to 1993 Amendment,
7 incorporated by Fed. R. Bankr. P. 9011.

8 Karel Rocha, as the "person signing, filing, submitting, or
9 advocating a document has a nondelegable responsibility to the
10 court." Id. In addition, the law firm of Prenovost, Normandin,
11 Dawe & Rocha "absent exceptional circumstances ... is to be held
12 also responsible." Id.

13 What is reasonably necessary to deter repetition of the
14 conduct in this instance is to impose a requirement of prefiling
15 review by the undersigned judge of every complaint alleging
16 nondischargeable debt before it is filed in the U.S. Bankruptcy
17 Court for the Eastern District of California by Karel Rocha or
18 the law firm of Prenovost, Normandin, Dawe & Rocha between now
19 and June 30, 2025.

20 **Dated: November 02, 2023**

21
22
23 
24 United States Bankruptcy Judge