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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

In re WE INSURANCE SERVICES, INC.,	Debtor.
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LESLIE T. GLADSTONE, ESQ., as Chapter 7 Trustee of We Insurance Service, Inc.,	Plaintiff,
v.	
ADMIRAL INSURANCE COMPANY,	Defendant.

Case No.: 20-CV-2076 JLS (MDD)

**ORDER DENYING DEFENDANT’S
MOTION TO WITHDRAW THE
BANKRUPTCY REFERENCE**

(ECF No. 1)

Presently before the Court is Defendant Admiral Insurance Company’s (“Defendant”) Motion to Withdraw the Reference (“Mot.,” ECF No. 1). On August 13, 2020, Leslie T. Gladstone, the Chapter 7 Trustee (“Plaintiff” or the “Trustee”) of We Insurance Services, Inc. (“Debtor”), filed this adversary proceeding in the U.S. Bankruptcy Court for the Southern District of California against Defendant. *See Gladstone v. Admiral Insurance Company*, No. 20-90096-LA (Bankr. S.D. Cal. 2020). On October 22, 2020, Defendant filed the present Motion seeking to withdraw the bankruptcy reference and have

1 the adversary proceeding heard in this Court. *See generally* Mot. Plaintiff filed an
2 Opposition to the Motion (“Opp’n,” ECF No. 4) and Defendant filed a Reply in Support of
3 the Motion (“Reply,” ECF No. 6). The Court took the matter under submission without
4 oral argument pursuant to Civil Local Rule 7.1(d)(1). *See* ECF No. 3. Having carefully
5 reviewed the Parties’ arguments and the law, the Court **DENIES** the Motion.

6 **BACKGROUND**

7 Debtor was an insurance agency formed by Bryan Ells (“Mr. Ells”) and Grant
8 Moseley (“Mr. Moseley”) in September 2012. Opp’n at 3. Mr. Ells served as Debtor’s
9 president and sole owner, and Mr. Moseley served as Debtor’s director. *See id.* Defendant
10 issued a professional liability insurance policy to Messrs. Ells and Moseley, with Debtor
11 as the named insured. *See* Mot. at 2. The Trustee alleges that Debtor lost its business and
12 depleted its assets due to Messrs. Ells and Moseley’s mismanagement. Opp’n at 3. Debtor
13 filed for Chapter 7 bankruptcy in January 2017, and the U.S. Bankruptcy Court for the
14 Southern District of California (the “Bankruptcy Court”) has presided over that action for
15 more than four years. *See generally In re We Insurance Services, Inc.*, No. 17-00099-LA
16 (Bankr. S.D. Cal. 2017).¹

17 The Trustee commenced an adversary proceeding in the bankruptcy court against
18 Messrs. Ells and Moseley, asserting claims for negligence and breach of fiduciary duty
19 based on their alleged failure to implement and maintain information and reporting
20 systems. Opp’n at 3; *see generally Gladstone v. Ells*, No. 19-90011-LA (Bankr. S.D. Cal.
21 2019). Defendant denied coverage under the insurance policy for the Trustee’s claims, and
22 Defendant notified Messrs. Ells and Moseley that it would not provide a defense for them
23 in the adversary proceeding. Opp’n at 4. Thereafter, Mr. Ells entered into a settlement
24 agreement with the Trustee. *Id.* The Trustee and Mr. Ells agreed to entry of a final, binding
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27 ¹ The Court takes judicial notice of documents filed in the underlying bankruptcy case and in the adversary
28 proceeding against Defendant. *See Reyn’s Pasta Bella, LLC v. Visa USA, Inc.*, 442 F.3d 741, 746 n.6 (9th
Cir. 2006) (“[A court] may take judicial notice of court filings and other matters of public record.” (citing
Burbank-Glendale-Pasadena Airport Auth. v. City of Burbank, 136 F.3d 1360, 1364 (9th Cir. 1998))).

1 judgment in favor of the Trustee against Mr. Ells for \$985,000. *Id.* As part of the
2 settlement agreement, the Trustee agreed to collect the judgment solely from Defendant,
3 and Mr. Ells assigned all the rights, claims, and causes of action that he might have against
4 Defendant to the Trustee. *Id.* at 5. The Bankruptcy Court approved the settlement
5 agreement over Defendant’s objections that the agreement was collusive and invalid. *See*
6 *id.*

7 Subsequently, Defendant filed a motion seeking to lift the automatic stay to file a
8 declaratory action against the Trustee. Opp’n at 7; *see In re We Insurance Services*, No.
9 17-00099-LA7 (ECF No. 279). The Bankruptcy Court denied Defendant’s motion. Opp’n
10 at 7; *see In re We Insurance Services*, No. 17-00099-LA7 (ECF No. 295). The Trustee, as
11 an assignee of Mr. Ells’s rights, commenced the instant adversary proceeding against
12 Defendant. *See Gladstone*, No. 20-90096-LA. The Trustee seeks (1) a declaration that
13 Defendant’s insurance policy provides coverage to the claims asserted against Mr. Ells and
14 (2) damages for Defendant allegedly breaching the insurance policy and the implied
15 covenant of good faith and fair dealing. *See id.* Subsequently, Defendant filed the present
16 Motion to Withdraw the Reference. *See generally* ECF No. 1.

17 LEGAL STANDARD

18 Federal courts have “original but not exclusive jurisdiction” over civil proceedings
19 arising in or related to bankruptcy cases. 28 U.S.C. § 1334(a); *In re McGhan*, 288 F.3d
20 1172, 1179 (9th Cir. 2002). The district court may refer such matters to a bankruptcy judge.
21 28 U.S.C. § 157(a); *see also* S.D. Cal. B.L.R. 5011–1. A party who believes that a
22 proceeding pending in the bankruptcy court should instead be litigated before the district
23 court may move for withdrawal of that reference pursuant to 28 U.S.C. § 157(d). Section
24 157(d) provides:

25 The district court may withdraw, in whole or in part, any case or
26 proceeding referred under this section, on its own motion, or on
27 timely motion of any party for cause shown. The district court
28 shall, on timely motion of a party, so withdraw a proceeding if
the court determines that resolution of the proceeding requires

1 consideration of both title 11 and other laws of the United States
2 regulating organizations or activities affecting interstate
3 commerce.

4 28 U.S.C. § 157(d). This statute “contains two distinct provisions: the first sentence allows
5 permissive withdrawal, while the second sentence requires mandatory withdrawal in
6 certain situations.” *In re Coe–Truman Techs., Inc.*, 214 B.R. 183, 185 (N.D. Ill. 1997).
7 Under either provision, the “burden of persuasion is on the party seeking withdrawal.” *In*
8 *re First Alliance Mortg. Co.*, 282 B.R. 894, 902 (C.D. Cal. 2001); *see also Hawaiian*
9 *Airlines, Inc. v. Mesa Air Group, Inc.*, 355 B.R. 214, 218 (D. Haw. 2006).

10 With respect to permissive withdrawal, the district court may withdraw a proceeding
11 “for cause shown.” 28 U.S.C. § 157(d). “In determining whether cause exists, a district
12 court should consider the efficient use of judicial resources, delay and costs to the parties,
13 uniformity of bankruptcy administration, the prevention of forum shopping, and other
14 related factors.” *Sec. Farms v. Int’l Bhd. of Teamsters, Chauffers, Warehousemen &*
15 *Helpers*, 124 F.3d 999, 1008 (9th Cir. 1997). Additionally, section 157 “classifies matters
16 as either ‘core proceedings,’ in which the bankruptcy court ‘may enter appropriate orders
17 and judgments,’ or ‘non-core proceedings,’ which the bankruptcy court may hear but for
18 which it may only submit proposed findings of fact and conclusions of law to the district
19 court for de novo review.” *Id.* (quoting 28 U.S.C. § 157). “Actions that do not depend on
20 bankruptcy laws for their existence and that could proceed in another court are considered
21 ‘non-core.’” *Id.* District courts should also consider whether the matter is core or non-
22 core, “since it is upon this issue that questions of efficiency and uniformity will turn.” *In*
23 *re Orion Pictures Corp.*, 4 F.3d 1095, 1101 (2d Cir. 1993). Even where there is a Seventh
24 Amendment right to a jury trial in the district court, the bankruptcy court may retain
25 jurisdiction over the case for pretrial matters. *In re Healthcentral.com*, 504 F.3d 775, 788
26 (9th Cir. 2007).

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ANALYSIS

Defendant argues there is “ample cause” for permissive withdrawal under 28 U.S.C. § 157(d). Mot. at 2. Specifically, Defendant contends the Court should grant its Motion because (1) the Trustee’s Coverage Action is non-core; (2) withdrawing the reference would promote judicial economy and conserve resources; (3) withdrawing the reference would promote uniform bankruptcy administration; (4) withdrawal is necessary to prevent forum shopping; and (5) Defendant has the right to a jury trial in district court. *See generally id.* The Court addresses each of these arguments in turn.²

I. Core vs. Non-Core

Defendant contends that the Trustee’s Coverage Action is non-core. *See* Mot. at 7. “[A]n action is non-core when there is not a cause of action created by title 11 or one that only arises in title 11 cases, even if the action will affect the administration of the estate.” *Everett v. Art Brand Studios, LLC*, 556 B.R. 437, 443 (N.D. Cal. 2016) (quoting *In re Eastport Assocs.*, 935 F.2d 1071, 1077 (9th Cir. 1991)) (internal quotation marks omitted). “State law claims have been found to be ‘non-core’ where an adversary proceeding alleges state law claims with only a potential impact on the bankruptcy case and where those claims could have been brought in state court regardless of the bankruptcy proceedings.” *In re: TAC Fin., Inc.*, No. 3:15-cv-02681-GPC-NLS, 2016 WL 3387521, at *4 (S.D. Cal. June 20, 2016) (citing *Equipoint Fin. Network, Inc. v. Network Appraisal Servs., Inc.*, No. 09-CV-01252HCAB, 2009 WL 2135873, at *3 (S.D. Cal. July 15, 2009)). Here, the Trustee is asserting state law claims that could have been brought independent of any bankruptcy

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² Defendant also argues withdrawal is proper because the Bankruptcy Court lacks jurisdiction. *See* Mot. at 5. Defendant has filed a separate motion challenging jurisdiction in the Bankruptcy Court. *See Gladstone*, No. 20-90096-LA (ECF No. 11). “Each court has jurisdiction to determine its own jurisdiction, but not the jurisdiction of others.” *Chiron Corp. v. Advanced Chemtech, Inc.*, 869 F. Supp. 800, 801 (N.D. Cal. 1994) (citing *United States v. Mine Workers of Am.*, 330 U.S. 258, 292 n.57 (1947)). The Court therefore declines to address this argument.

1 proceeding.³ The Court therefore finds the claims to be non-core. *See In re GACN, Inc.*,
 2 555 B.R. 684, 698 (B.A.P. 9th Cir. 2016) (finding declaratory relief action to be non-core).

3 Generally, where the claims at issue are non-core, efficiency favors withdrawing the
 4 reference. *See Everett*, 556 B.R. at 443. However, the non-core nature of the claims is not
 5 necessarily dispositive. *See Hjelmset v. Cheng Hung*, No. 17-cv-05697-BLF, 2018 WL
 6 558917, at *4 (N.D. Cal. Jan. 25, 2018) (“Even if the claims against [the defendant] are
 7 non-core, judicial efficiency still may be served by denying withdrawal of the reference in
 8 light of the circumstances of this case.”); *see also In re GTS 900 F, LLC*, No. CV 10-06693
 9 SJO, 2010 WL 4878839, at *5 (C.D. Cal. Nov. 23, 2010) (“Were Plaintiff’s fourth and fifth
 10 counterclaims to be non-core, the Court would still deny Plaintiff’s Motion [to withdraw
 11 the reference].”). The Court therefore turns to the other factors enumerated by the Ninth
 12 Circuit—such as judicial economy, conservation of resources, uniform bankruptcy
 13 administration, and forum shopping. *See Sec. Farms*, 124 F.3d at 1008.

14 **II. Judicial Economy and Conservation of Party Resources**

15 Defendant contends that because the action is non-core, the district court will have
 16 to conduct *de novo* review of the Bankruptcy Court’s findings. Mot. at 9 (citing *Stern v.*
 17 *Marshall*, 564 U.S. 462 (2011)). Therefore, according to Defendant, withdrawal would
 18 promote judicial efficiency by allowing the parties to litigate this matter only once. *Id.* at
 19 10. Moreover, Defendant argues that because the Trustee’s claims are non-core, the claims
 20 “involve[] subject matter that is not typically handled by the Bankruptcy Court.” *Id.*
 21 However, Plaintiff counters that the Bankruptcy Court is the more efficient forum because
 22 it is “uniquely qualified to preside over the Adversary Proceeding given its experience with
 23 the facts and legal issues of this coverage dispute.” Opp’n at 11. Plaintiff further argues
 24 that withdrawing the adversary proceeding at such an early stage “would undermine the
 25 bankruptcy system, which was purposefully designed so that bankruptcy courts could assist
 26 district courts.” *Id.* at 13.

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 28 ³ The Trustee does not seem to contend otherwise. *See generally* Opp’n.

1 The Court finds that it would be more efficient for the adversary proceeding to
2 remain in the Bankruptcy Court, at least at this juncture. The Bankruptcy Court has yet to
3 resolve any pre-trial issues. *See id.* at 12–13. If the Bankruptcy Court is given a chance to
4 resolve these issues, it may “obviate the need for a jury trial altogether.” *Hjelmeset*, 2018
5 WL 558917, at *5 (citation omitted). And the Court fails to see how subjecting the
6 Bankruptcy Court’s findings to *de novo* review would be per se inefficient. *See In re Heller*
7 *Ehrman LLP*, 464 B.R. 348, 360 (N.D. Cal. 2011) (“If this Court is ultimately called upon
8 to make a final judgment in this action, it is not clear that such a procedure will cause
9 unnecessary delay and costs, particularly given the efficiencies of having the bankruptcy
10 court deal with the issues in the first instance.”).

11 Nor is this Court persuaded by Defendant’s contention that this factor weighs in
12 favor of withdrawal because of the Bankruptcy Court’s purported inexperience with these
13 issues. *See Mot.* at 10. The Bankruptcy Court has presided over Debtor’s bankruptcy case
14 for four years. *Opp’n* at 11. Moreover, the Bankruptcy Court has already ruled on the
15 settlement agreement between the Trustee and Mr. Ells and held that the insurance policy
16 and its proceeds belong to the estate. *Id.* at 11–12. Contrary to Defendant’s argument, the
17 Court finds that the Bankruptcy Court is well-situated to handle the issues in this
18 proceeding. *See In re Heller Ehrman*, 464 B.R. at 360 (finding this factor disfavored
19 withdrawal because “the bankruptcy judge is already familiar with and has considered
20 some of the issues in this matter”); *see also Hjelmeset*, 2018 WL 558917, at *5
21 (“[W]ithdrawal of the reference . . . at this point in the case ‘would result in this court losing
22 the benefit of the bankruptcy court’s experience in both the law and facts, resulting in an
23 inefficient allocation of judicial resources.’” (quoting *In re Heller Ehrman*, 464 B.R. at
24 359)). Moreover, “[a]s the case commenced several years ago before a bankruptcy judge,
25 transfer would . . . entail some duplication or even waste of judicial resources.” *Vertkin v.*
26 *Jaroslkovsky*, No. C 10-01359 RS, 2010 WL 2486519, at *2 (N.D. Cal. June 15, 2010).
27 The Court concludes that it would be inefficient to withdraw this case, especially given
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1 that all pre-trial matters likely will need to be resolved by this Court should the case be
2 withdrawn. Accordingly, this factor weighs against withdrawing the reference.

3 **III. Uniform Bankruptcy Administration**

4 Defendant contends that withdrawal is proper because the Trustee's claims are non-
5 core and present issues of state law, so there would be no interference with the uniformity
6 of bankruptcy administration. Mot. at 11. Defendant further argues that withdrawing the
7 reference will promote uniformity of bankruptcy administration because the Bankruptcy
8 Court has no authority to enter final judgment. *Id.* (citing *Stern*, 564 U.S. at 462). The
9 Trustee, meanwhile, claims that withdrawal will lead to an inefficient administration of the
10 estate. Opp'n at 14.

11 Where the resolution of claims may impact the assets available to creditors, this
12 factor weighs against withdrawal. *See Everett*, 556 B.R. at 446. While it is true that the
13 claims here are non-core, the Bankruptcy Court has already ruled that the insurance policy
14 and its proceeds belong to the estate. *See Opp'n* at 14. Any potential ruling on the
15 Trustee's entitlement to the proceeds could impact assets available to creditors.
16 Furthermore, "when the bankruptcy has proceeded for several years[,] withdrawal may
17 'undermine the uniform administration of bankruptcy proceedings.'" *In re Heller Ehrman*,
18 556 B.R. at 360 (quoting *Vertkin*, 2010 WL 2486519, at *2). In this case, the Bankruptcy
19 Court has presided over Debtor's bankruptcy case for four years. *Opp'n* at 12. The Court
20 therefore finds that the uniformity of the bankruptcy administration would be harmed by
21 withdrawal.⁴

23 ⁴ Defendant also contends that California courts have held that withdrawal is proper even when there is
24 some impact on uniform administration, at least where the claims are non-core and it would be efficient
25 to withdraw the case. *See Mot.* at 11 (citing *Everett*, 556 B.R. at 446; *In re Rosales*, No.13-CV-01316-
26 LHK, 2013 WL 5962007, at *7 (N.D. Cal. Nov. 7, 2013)). But this argument does nothing to help
27 Defendant's position. The courts in both cases cited by Defendant concluded that the uniformity of
28 bankruptcy administration did weigh against withdrawal. *See Everett*, 556 B.R. at 446; *In re Rosales*,
2013 WL 5962007, at *7. The courts ultimately withdrew the reference because other factors outweighed
the uniformity of administration. *See Everett*, 556 B.R. at 446 ("[T]he Court concludes that any disruption
to the uniform administration of the bankruptcy estate is outweighed by the efficiency that will result in
withdrawing the Trustee's non-core claims to this Court."); *In re Rosales*, 2013 WL 5962007, at *7

1 **IV. Forum Shopping**

2 Defendant argues that the Trustee is forum shopping because “[s]oon after
3 [Defendant] filed a motion seeking to lift the stay to file its coverage action in federal
4 district court, the Trustee rushed to file the duplicative Trustee’s Coverage Action seeking
5 the exact same relief.” Mot. at 12. Thus, according to Defendant, the Trustee is seeking
6 to gain an advantage over Defendant in a more favorable forum. *Id.* The Trustee,
7 meanwhile, contends that it is actually Defendant who is forum shopping. Opp’n at 16.
8 The Trustee points out that only after Defendant received two adverse rulings in
9 Bankruptcy Court did Defendant file this Motion. *Id.*

10 Evidence of forum shopping weighs against granting a motion to withdraw the
11 reference. *See In re Molina*, No. 10-0575, 2010 WL 3516107, at *2 (N.D. Cal. Sept. 8,
12 2010); *In re GTS*, 2010 WL 4878839, at *5. The Court’s decision to withdraw the reference
13 “should be employ[ed] judiciously in order to prevent [withdrawal] from becoming just
14 another litigation tactic for parties eager to find a way out of bankruptcy court.” *In re GTS*,
15 2010 WL 4878839, at *5 (citations omitted) (internal quotation marks omitted). Where a
16 party moves to withdraw the reference after the bankruptcy court makes adverse rulings
17 against it, forum shopping is likely. *See id.* (citing *In re N.Y. Trap Rock Corp.*, 158 B.R.
18 574, 577 (S.D.N.Y. 1993)).

19 First, the Court is not persuaded that the Trustee has engaged in forum shopping. A
20 court determines whether a party is forum shopping based on the party’s intent. *See Vivendi*
21 *SA v. T-Mobile USA Inc.*, 586 F.3d 689, 695 (9th Cir. 2009). Defendant has failed to show
22 any intent on the part of the Trustee. In fact, the Trustee’s stated reason for choosing
23 Bankruptcy Court is “because of the efficiencies that will be gained from the Bankruptcy
24 Court’s familiarity with the facts and legal issues of this coverage dispute.” Opp’n at 15.
25 The Trustee choosing Bankruptcy Court for reasons of efficiency does not evidence forum
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 (“Uniform administration of the bankruptcy estate is the sole factor that favors not withdrawing the reference.”). That as not the case here, as several other factors weigh in favor of denying the Motion.

1 shopping. See *In re Marger, Johnson & McCollum*, No. 20-30157-tmb7, 2020 WL
 2 3494280, at *4 (Bankr. D. Or. June 25, 2020) (“[A party desiring p]rompt and efficient
 3 adjudication of this dispute . . . is definitely *not* forum shopping.” (citation omitted)).

4 On the other hand, it appears that Defendant *has* engaged in forum shopping. As the
 5 Trustee points out, only after receiving two adverse rulings in Bankruptcy Court did
 6 Defendant file the instant Motion. Opp’n at 16. The Court finds this case to be similar to
 7 *In re GTS*, where the court found the movant to be engaged in forum shopping and denied
 8 its motion to withdraw. 2010 WL 4878839, at *5. The reasoning of *In re GTS* is
 9 informative:

10 Plaintiff’s motives are highly suspect because of the eight month
 11 delay between when Plaintiff could have filed a motion to
 12 withdraw reference to when Plaintiff actually filed the Motion,
 13 and because of the close temporal proximity of the adverse ruling
 14 to when Plaintiff filed the instant Motion. The developments in
 15 the Bankruptcy Court lead the Court to find that the adverse
 ruling was the impetus for Plaintiff to file its Motion. Plaintiff is
 forum shopping and such attempts should not be rewarded.

16 *Id.* *In re GTS* presents a similar factual scenario to the present action.⁵ Accordingly, the
 17 Court finds Defendant to have engaged in forum shopping. This factor therefore weighs
 18 strongly against granting Defendant’s Motion.

19 **V. Jury Trial**

20 Finally, Defendant contends that it has preserved its right to a jury trial in the district
 21 court, so it has “automatically shown cause for permissive withdrawal.” Mot. at 13. The
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 25 ⁵ The Court does note that the eight-month delay in *In re GTS* was longer than the delay here. The Trustee
 26 commenced the adversary proceeding on August 13, 2020. Opp’n at 6. Defendant filed this instant
 27 Motion on September 28, 2020—over a month after the adversary proceeding began. See ECF No. 1.
 28 Still, the Court finds the proximity between the adverse rulings in the Bankruptcy Court and Defendant’s
 Motion to be indicative of forum shopping. The Court therefore chooses not to exercise its discretion to
 withdraw the reference, in part “to prevent [withdrawal] from becoming just another litigation tactic for
 [Defendant] to find a way out of bankruptcy court.” See *In re GTS*, 2010 WL 4878839, at *5 (citation
 omitted).

1 Trustee counters that the fact that Defendant may have the right to a jury trial does not
2 mean withdrawal is proper. Opp’n at 17. The Court agrees with the Trustee.

3 “[B]ankruptcy courts are not divested of pre-trial jurisdiction over matters which
4 they ultimately may be unable to decide.” *In re Cedar Funding, Inc.*, 419 B.R. 807, 819
5 (B.A.P. 9th Cir. 2009) (citing *In re Healthcentral.com*, 504 F.3d at 787). In fact, “requiring
6 that an action be immediately transferred to district court simply because of a jury trial
7 right would run counter to our bankruptcy system.” *In re Healthcentral.com*, 504 F.3d at
8 787. “Only by allowing the bankruptcy court to retain jurisdiction over the action until
9 *trial is actually ready* do we ensure that our bankruptcy system is carried out.” *Id.* at 788
10 (emphasis in original). That is why “[t]he ‘great majority of courts’ and the Ninth Circuit
11 have held that ‘[a] valid right to a Seventh Amendment jury trial in the district court does
12 not mean the bankruptcy court must instantly give up jurisdiction and that the action must
13 be transferred to the district court.’” *In re GTS*, 2010 WL 4878839, at *6 (quoting *In re*
14 *Healthcentral.com*, 504 F.3d at 788)). Given that the Bankruptcy Court can retain
15 jurisdiction over pre-trial matters, the Court finds that judicial economy would be better
16 served by denying Defendant’s Motion despite Defendant’s right to a jury trial. *See*
17 *Hjelmeset*, 2018 WL 558917, at *4 (“[E]ven if [Defendant] is ultimately correct that he has
18 the right to a jury trial and he does not consent to a final order by the bankruptcy court, it
19 is still proper for the proceeding to stay in the bankruptcy court for discovery, pre-trial
20 litigation, and pre-trial dispositive motions.”).

21 In sum, Defendant has not satisfied its burden of demonstrating cause for permissive
22 withdrawal. Therefore, the Court declines to exercise its discretion to withdraw the
23 reference. *See id.* at *6 (declining to withdraw the reference even though claims were non-
24 core, as none of the other factors weighed in favor of withdrawal).

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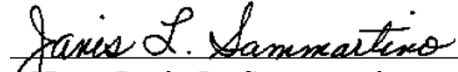
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CONCLUSION

Based on the foregoing, the Court **DENIES** Defendant’s Motion to Withdraw the Reference (ECF No. 1). The Clerk of the Court **SHALL CLOSE** the file.

IT IS SO ORDERED.

Dated: September 13, 2021


Hon. Janis L. Sammartino
United States District Judge

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