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U.S. BKCY. APP. PANEL
OF THE NINTH CIRCUIT

ORDERED PUBLISHED

**UNITED STATES BANKRUPTCY APPELLATE PANEL
OF THE NINTH CIRCUIT**

In re:)	BAP No. NC-10-1117-KiSaH
)	
KERMIT DOUGLAS BROOMS,)	Adv. No. 09-04584
)	
Debtor.)	Bk. No. 09-49461
)	
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BRIAN M. CARTER, individually)	
and d/b/a DISCOVERY JUDGMENT)	
RECOVERY,)	
)	
Appellant,)	
)	
v.)	O P I N I O N
)	
KERMIT DOUGLAS BROOMS,)	
)	
Appellee.)	
)	
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Argued and Submitted on October 20, 2010
at San Francisco, California

Filed - January 18, 2011

Appeal from the United States Bankruptcy Court
for the Northern District of California

Honorable Edward D. Jellen, Bankruptcy Judge, Presiding

Appearances: Brian M. Carter appeared pro se.
Kermit Douglas Brooms appeared pro se.

Before: KIRSCHER, SALTZMAN,¹ and HOLLOWELL, Bankruptcy Judges.

¹ The Hon. Deborah J. Saltzman, Bankruptcy Judge for the
Central District of California, sitting by designation.

1 KIRSCHER, Bankruptcy Judge:

2

3 Creditor-Appellant, Brian M. Carter ("Carter"), individually
4 and doing business as Discovery Judgment Recovery ("DJR"),²
5 appeals a judgment from the bankruptcy court ordering that a
6 prepetition debt arising from a state court judgment owed by
7 debtor Kermit Douglas Brooms ("Brooms") to assignee Carter, or to
8 Carter's assignor, Erika Jorgenson ("Jorgenson"), was discharged
9 due to Carter's willful failure to comply with two bankruptcy
10 court orders. For the following reasons, we AFFIRM.

11

I. FACTUAL AND PROCEDURAL BACKGROUND

A. The State Court Action.

13 In January 2006, Robert DeMaio ("DeMaio") approached
14 Jorgenson, a retired mortgage broker, for a loan to fund
15 construction of a Mexican restaurant in Las Vegas, Nevada (the
16 "Restaurant"). The Restaurant was the first in what was intended
17 to be a chain of franchised Mexican casual restaurants called
18 Freshican's Mexican Grill. It was scheduled to open in August
19 2006. DeMaio and Brooms were the primary shareholders of
20 Freshican's Inc. Jorgenson agreed to loan the funds. In March
21 2006, Jorgenson and Brooms entered into a promissory note whereby
22 Brooms borrowed \$213,000 from Jorgenson and agreed to repay her
23 the balance plus monthly interest-only payments at 10%. The note
24 was secured by a deed of trust on Brooms's property located in
25 Nevada. Brooms failed to make any of the interest-only payments

26

27 ² DJR is a sole-proprietorship owned solely by Carter. For
28 purposes of this appeal, references to Carter includes DJR.

1 due under the note.

2 Shortly thereafter, DeMaio approached Jorgenson for
3 additional funds needed to procure kitchen equipment for the
4 Restaurant because Freshican's had bounced a check to the
5 supplier. Jorgenson agreed to pay the supplier for the
6 equipment. On May 23, 2006, Jorgenson entered into a "Loan
7 Agreement" with Freshican's Inc., which stated that Jorgenson was
8 lending to Freshican's a total of \$423,000; Jorgenson had loaned
9 \$268,000 directly to Freshican's, and she paid \$155,000 directly
10 to the equipment supplier. Monthly interest-only payments at a
11 rate of 10% were to commence on June 1, 2006, and the total loan
12 amount was due on September 1, 2006. Jorgenson was to hold title
13 to the restaurant equipment as well as pay the supplier an
14 additional \$32,000 when needed. As security for the additional
15 loans, Brooms granted Jorgenson another deed of trust against his
16 property in Nevada in the amount of \$185,000. For further
17 consideration for the loans, Jorgenson was to receive a 5% equity
18 interest in Freshican's Inc. in the form of common stock.
19 However, the parties dispute whether Jorgenson's 5% interest was
20 merely granted as consideration for the loan or whether Jorgenson
21 was "purchasing" the security. No payments were made to
22 Jorgenson on the Loan Agreement and Freshican's Mexican Grill
23 never came to fruition.

24 On November 22, 2006, Jorgenson filed suit against DeMaio,
25 Brooms, and Freshican's Inc. in Nevada state court for breach of
26 contract, breach of fiduciary duty, conversion, and intentional
27 misrepresentation ("Nevada Case").

28 Prior to trial, on July 13, 2007, the parties executed a

1 Settlement Agreement and Mutual Release of Claims ("Settlement
2 Agreement"). Defendants DeMaio, Brooms, and Freshican's agreed
3 to pay Jorgenson \$525,000 with the first of a series of payments
4 to Jorgenson to commence on July 20, 2007. The parties
5 stipulated under the Settlement Agreement that it did not
6 constitute an admission of liability. If the defendants
7 defaulted under the Settlement Agreement, Jorgenson was
8 authorized to file the executed Stipulation and Confession of
9 Judgment.

10 The defendants immediately defaulted under the Settlement
11 Agreement. Jorgenson filed the Stipulated Judgment against
12 DeMaio, Brooms, and Freshican's Inc. in the Nevada state court on
13 August 3, 2007 (the "Judgment"). The Judgment was domesticated
14 in California the following month.

15 In June 2008, Jorgenson assigned the Judgment to Carter, and
16 Carter filed the notarized Acknowledgment of Assignment of
17 Judgment in the Superior Court of California, County of Santa
18 Clara ("Acknowledgment of Assignment"). Effectively, Carter was
19 the assignee of record for the Judgment and judgment creditor of
20 all of the defendants and judgment debtors in the Nevada Case,
21 including Brooms. Brooms never made any payments on the
22 Judgment. He filed a chapter 7 petition on October 7, 2009.³

23 **B. The Adversary Proceeding.**

24 Carter filed an adversary complaint against Brooms on
25 December 18, 2009, to determine the debt of the Judgment
26 nondischargeable under section 523(a)(19) (violation of state or
27

28 ³ Unless otherwise indicated, all chapter, section and rule
references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532, and
to the Federal Rules of Bankruptcy Procedure, Rules 1001-9037.

1 federal securities laws, or fraud in connection with the purchase
2 or sale of a security).

3 The bankruptcy court held an initial status conference on
4 February 8, 2010. Carter conceded that he was not an attorney,
5 but asserted that he was the assignee of the Judgment and was
6 appearing pro se. The court then asked Carter how much he paid
7 for the assignment, but before Carter could answer, the court
8 asked whether it was a "couple of dollars, same as Judge
9 Jaroslovsky's court?" Carter started to say, "Yeah," but then
10 the court stated, "Yeah, I think I'm probably going to dismiss
11 this case. You're not an attorney." The court orally ordered
12 Carter to file any documents that disclosed the terms of the
13 assignment so it could determine whether Carter was the real
14 party in interest and what amount of consideration, if any, he
15 paid for the assignment. If Carter had paid only a couple of
16 dollars for it, then the court was going to dismiss the case.
17 Further, the court believed that Carter was not the real party in
18 interest. An order was issued on February 10, 2010 ("February 10
19 Order"), directing Carter to file the required assignment
20 documents by no later than February 20, 2010. The February 10
21 Order warned that Carter's failure to comply "shall result in
22 dismissal of this proceeding, with prejudice."

23 Carter timely filed a response. He submitted a copy of the
24 filed Acknowledgment of Assignment. In addition, Carter filed a
25 declaration and "Supplemental Brief" contending that he was not
26 required to disclose the consideration paid to Jorgenson for the
27 assignment and that even a lack of consideration did not defeat
28 his ability, as assignee, to sue on the Judgment in his own name

1 and recover against Brooms. Carter also contended that he had a
2 statutory right to pursue his claim as a pro se litigant.

3 In response to Carter's filing, on March 4, 2010, the
4 bankruptcy court issued a decision expressing its concern over
5 Carter's failure to fully comply with the February 10 Order,
6 which left the court unable to determine whether Carter was or
7 was not the real party in interest under Rule 7017, whether
8 Carter was engaging in the unauthorized practice of law, or
9 whether the assignment was nothing more than a device to thwart
10 28 U.S.C. § 1654 and the rules of the court. Specifically, the
11 court reasoned that if Jorgenson retained any interest in the
12 assigned Judgment, Carter was precluded from representing her
13 since he is not an attorney. The court contemporaneously issued
14 an order consistent with its decision ("March 4 Order"), which
15 stated that within 20 days Carter had to either: (1) appear in
16 the adversary by legal counsel; or (2) comply with the court's
17 February 10 Order by filing: (a) the "Agreement for Assignment"
18 mentioned in paragraph 9 of the Acknowledgment of Assignment;⁴
19 (b) all other documents required in the February 10 Order; and
20 (c) if not included in the text of those documents, any other

21 _____

22 ⁴ Paragraph 9 of the Acknowledgment of Assignment states in
23 relevant part: "Plaintiff Jorgenson hereby withdraws all right
24 and claim to [the Judgment], in accordance with the terms and
25 conditions of a certain Agreement for Assignment between ERIKA
26 JORGENSON, as Assignor and DISCOVERY JUDGMENT RECOVERY as
Assignee, dated June 12, 2008, of which this Acknowledgment is
part thereof"

27 The bankruptcy court ordered Carter to file a copy of the
28 "Agreement for Assignment" to determine what interest, if any,
Jorgenson had in any potential Judgment proceeds since the
Acknowledgment of Assignment did not disclose the actual
assignment terms.

1 documents disclosing whether and to what extent Carter's assignor
2 Jorgenson retained any interest in the assigned Judgment or any
3 recovery by Carter thereon. If Carter failed to timely and fully
4 comply with the March 4 Order, the court warned that it might
5 dismiss the adversary proceeding with prejudice, or enter
6 judgment against Carter on the merits, pursuant to Fed. R. Civ.
7 P. 16(f) (1) (C) and 37(b) (2) (A) (ii)-(vii) ("FRCP").

8 Carter failed to comply with the March 4 Order - ignoring it
9 completely. On March 26, 2010, the bankruptcy court entered a
10 judgment against Carter due to his willful failure to comply with
11 both the February 10 Order and the March 4 Order and ordered that
12 any of Brooms's prepetition debts to Carter or to assignor
13 Jorgenson were discharged. Carter timely appealed.

14 **II. JURISDICTION**

15 The bankruptcy court had jurisdiction under 28 U.S.C.
16 §§ 157(b) (2) (I) and 1334. We have jurisdiction under 28 U.S.C.
17 § 158.

18 **III. ISSUES**

19 1. Did the bankruptcy court err when it ordered Carter to
20 produce the Agreement of Assignment and any other documents
21 reflecting the assignment terms between Carter and Jorgenson?

22 2. Did the bankruptcy court abuse its discretion when it
23 entered judgment in favor of Brooms for Carter's willful failure
24 to comply with the February 10 Order and the March 4 Order?

25 **IV. STANDARD OF REVIEW**

26 The bankruptcy court's application of the rules of procedure
27 is reviewed de novo. Ruvacalba v. Munoz (In re Munoz), 287 B.R.
28 546, 550 (9th Cir. BAP 2002). Whether disclosure of

1 consideration paid by an assignee can be required as a condition
2 of allowing the assignee's claim is a question of law we review
3 de novo. Resurgent Capital Servs. v. Burnett (In re Burnett),
4 306 B.R. 313, 316 (9th Cir. BAP 2004).

5 We review the bankruptcy court's imposition of sanctions for
6 failure to comply with pretrial orders for abuse of discretion.
7 Senra v. Cunningham, 9 F.3d 168, 171 (1st Cir. 1993); Culwell v.
8 City of Fort Worth, 468 F.3d 868, 870 (5th Cir. 2006); Sosa v.
9 Airprint Sys., Inc., 133 F.3d 1417, 1418 (11th Cir. 1998). We
10 follow a two-part test to determine whether the bankruptcy court
11 abused its discretion. U.S. v. Hinkson, 585 F.3d 1247, 1261-62
12 (9th Cir. 2009). First, we determine de novo whether the
13 bankruptcy court identified the correct legal rule to apply to
14 the relief requested. Id. If it did, we next determine whether
15 the bankruptcy court's application of the correct legal standard
16 to the evidence presented was "(1) 'illogical,' (2) 'implausible,'
17 or (3) without 'support in inferences that may be drawn from the
18 facts in the record.'" Id. at 1262. If any of these three apply,
19 we may conclude that the court abused its discretion by making a
20 clearly erroneous finding of fact.

21 V. DISCUSSION

22 **A. The Bankruptcy Court Erred When It Determined That Carter** 23 **May Not Be The Real Party In Interest And That Consideration** 24 **Was Required For The Assignment, But Did Not Err When It** 25 **Ordered Carter To Produce Documents Reflecting The Terms Of** 26 **The Assignment Between Carter And Jorgenson.**

27 On appeal, Carter contends that as the assignee of the
28 Judgment he is the real party in interest and the bankruptcy
court erred by not acknowledging that fact. Carter further
contends that the bankruptcy court erred in requiring him to

1 disclose the consideration paid for the assignment since
2 consideration is of no relevance. Finally, Carter contends that
3 the bankruptcy court cited no legal authority for the proposition
4 that it could review the Agreement of Assignment, and until it
5 does, he is not required to comply with such an arbitrary,
6 capricious, and irrelevant order.

7 FRCP 17(a), incorporated into Rule 7017 and applicable in
8 adversary proceedings, provides that every action must be
9 prosecuted in the name of the real party in interest. The trial
10 court may raise an objection sua sponte that the prosecuting
11 party is not the real party in interest. Weissman v. Weener,
12 12 F.3d 84, 86 (7th Cir. 1993) (citing 3A James Wm. Moore et al.,
13 Moore's Federal Practice ¶ 17.15-1 (2d ed. 1992)); see Allstate
14 Ins. Co. v. Hughes, 358 F.3d 1089, 1093-94 (9th Cir. 2003).
15 "This rule requires that the party who brings an action actually
16 possess, under the substantive law, the right sought to be
17 enforced. Such a requirement is in place 'to protect the
18 defendant against a subsequent action by the party actually
19 entitled to recover, and to insure generally that the judgment
20 will have its proper effect as res judicata.'" United HealthCare
21 Corp. v. Am. Trade Ins. Co., Ltd., 88 F.3d 563, 568-69 (8th Cir.
22 1996) (quoting FRCP 17(a), Advisory Committee Note); Pac. Coast
23 Agric. Exp. Ass'n v. Sunkist Growers, Inc., 526 F.2d 1196, 1208
24 (9th Cir. 1975).

25 In an action involving an assignment, a court must ensure
26 that the plaintiff-assignee is the real party in interest with
27 regard to the particular claim involved by determining: (1) what
28 has been assigned; and (2) whether a valid assignment has been

1 made. 6A Charles A. Wright & Arthur R. Miller, Federal Practice
2 and Procedure § 1545 (3d ed. 2010). In order to determine
3 whether a valid assignment has been made, a court must turn to
4 the substantive state law governing the assignability of the
5 action at issue. Id.

6 Under California law, a judgment creditor may assign a
7 judgment to a third person. Cal. Civ. Code § 954. "In doing so,
8 the judgment creditor assigns the debt upon which the judgment is
9 based Through such an assignment, the assignee
10 ordinarily acquires all the rights and remedies possessed by the
11 assignor for the enforcement of the debt, subject, however, to
12 the defenses that the judgment debtor had against the assignor."
13 Great W. Bank v. Kong, 108 Cal. Rptr. 2d 266, 268 (Cal. Ct. App.
14 2001) (internal citations omitted). An assignment carries the
15 legal title to the judgment; "the transfer of the title does not
16 depend upon the fact of there being a valuable consideration."
17 Curtin v. Kowalsky, 78 P. 962, 963 (Cal. 1904).

18 Furthermore, under federal law, assignees of claims
19 generally have standing to prosecute objections to the
20 dischargeability of particular debts. Boyajian v. New Falls
21 Corp. (In re Boyajian), 564 F.3d 1088, 1091 (9th Cir. 2009). And
22 for collection purposes, the assignee who holds legal title to
23 the debt according to substantive law is the real party in
24 interest, even though the assignee must account to the assignor
25 for whatever is recovered in the action. Sprint Commc'ns Co.,
26 L.P. v. APCC Servs., Inc., 554 U.S. 269, 284-85 (2008).

27 In response to the February 10 Order, Carter submitted a
28 copy of the Acknowledgment of Assignment, executed pursuant to

1 Cal. Civ. Proc. § 673, but failed to submit, as ordered, the
2 Agreement of Assignment and any documents reflecting the
3 assignment terms, and he did not disclose the consideration he
4 paid, if any, for the assignment. He again did not provide the
5 required assignment documents or disclose the consideration paid
6 when ordered to do so in the March 4 Order.

7 Despite the bankruptcy court's belief that Carter may not be
8 the real party in interest as assignee, based on the authority
9 above and the properly executed Acknowledgment of Assignment,
10 Carter is the real party in interest whether or not Jorgenson
11 retained an interest in the Judgment or any potential recovery.
12 Both California law and federal law are clear on this issue, and
13 the bankruptcy court erred in questioning Carter's standing as
14 assignee to pursue collection of the Judgment against Brooms.
15 The bankruptcy court also erred when it conditioned Carter's
16 adversary proceeding against Brooms on whether and/or how much
17 consideration he paid Jorgenson for the assignment. Under
18 California law, a valid assignment of a judgment does not depend
19 upon there being consideration. Curtin, 78 P. at 963.
20 Therefore, the bankruptcy court could not require as a condition
21 for allowing Carter's claim the amount of consideration he paid
22 for it, or whether he paid any consideration at all. Burnett,
23 306 B.R. at 319.

24 However, the bankruptcy court's errors were harmless in this
25 instance because consideration (or lack thereof) was not the
26 only, or even primary, reason the court entered judgment in favor
27 of Brooms, despite its earlier statements at the February 8
28 status conference that it would dismiss the case if Carter only

1 paid "a couple of dollars" for the assignment. In its March 4
2 decision, the bankruptcy court reasoned that without seeing a
3 copy of the Agreement of Assignment or any other documents
4 reflecting the assignment terms, it was unable to determine not
5 only whether Carter was the real party in interest, but whether
6 he was the only real party in interest. If Jorgenson retained
7 any interest in the Judgment or any recovery thereon, then Carter
8 was engaging in the unauthorized practice of law by representing
9 another party when he is not a licensed attorney. In other
10 words, Carter and Jorgenson could share an interest in the
11 Judgment or any recovery, but they had to be represented by
12 counsel in pursuing the action.

13 Title 28 of the United States Code § 1654 provides that: "In
14 all courts of the United States the parties may plead and conduct
15 their own cases personally or by counsel as, by the rules of such
16 courts, respectively, are permitted to manage and conduct causes
17 therein." Civil Local Rule 3-9 for the Northern District of
18 California states:

19 Any party representing him or herself without an
20 attorney must appear personally and may not delegate
21 that duty to any other person who is not a member of the
22 bar of this Court. A person representing him or herself
23 without an attorney is bound by the Federal Rules, as
24 well as by all applicable local rules. Sanctions
25 (including default or dismissal) may be imposed for
26 failure to comply with local rules.

27 However, "although a non-attorney may appear in propria
28 persona in his own behalf, that privilege is personal to him."
29 C.E. Pope Equity Trust v. United States, 818 F.2d 696, 697 (9th
30 Cir. 1987). "He has no authority to appear as an attorney for
31 others than himself." Id. As a district court noted in a

1 similar case:

2 Further, Assignee's actions may also be considered to be the
3 unlawful practice of law. Under the terms of the
4 assignments, Assignee promises to share the proceeds of his
5 recovery with the assigning subcontractors. Accordingly, he
6 is still acting in a representative capacity to some extent
and not exclusively on his own behalf. It is well
established that although a natural person may represent
himself or herself in court, a business entity must be
represented by counsel.

7 Adams v. Thomas (In re Thomas), 387 B.R. 808, 815 (D. Colo.
8 2008). While Jorgenson is not a corporation, as Carter
9 repeatedly reminds us, this is irrelevant. No matter what sort
10 of entity Jorgenson is, Carter is prohibited from representing
11 her. C.E. Pope, 818 F.2d at 697.

12 Courts enjoy broad discretion to determine who shall
13 practice before them and to monitor the conduct of those who do.
14 United States v. Dinitz, 538 F.2d 1214, 1219 (5th Cir. 1976),
15 cert. den. 429 U.S. 1104; Robinson v. Boeing Co., 79 F.3d 1053,
16 1055 (11th Cir. 1996); In re Heal, 2009 WL 4510128 at *1 (Bankr.
17 N.D. Cal. 2009) ("Each federal court has broad discretion to
18 determine who practices before it, and is not bound by state law
19 in making the determination." (citing C.E. Pope and Dinitz)).⁵

20 Accordingly, the bankruptcy court acted within its
21 discretion in ordering Carter to produce the Agreement of
22 Assignment and any other documents reflecting the assignment
23 terms between the parties so it could determine whether Carter
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25 ⁵ Prior to oral argument, Carter filed a motion requesting
26 that we take judicial notice of a similar unpublished BAP
27 decision entitled Bulmer v. Heal (In re Heal), BAP No. NC-09-
28 1402-MkHDu, issued on June 22, 2010. While we agree with the
general holding about assignments in that case, it has no bearing
on the narrow issues here - whether Carter is free to disregard
valid court orders and whether non-attorney Carter can represent
another party's interest.

1 was engaging in the unauthorized practice of law.

2 **B. The Bankruptcy Court Did Not Abuse Its Discretion When It**
3 **Entered Judgment In Favor Of Brooms Due To Carter's Willful**
4 **Failure To Comply With Two Pretrial Orders.**

5 FRCP 16(f), incorporated into Rule 7016, authorizes the
6 court to impose sanctions against a party for, inter alia,
7 failure to obey a scheduling or pretrial order. Authorized
8 sanctions include dismissal or entry of a default judgment
9 against the disobedient party.⁶ FRCP 37(b)(2)(A)(v)-(vi),
10 incorporated into Rule 7037.

11 Carter contends that he did not have to produce the
12 Agreement of Assignment, and the bankruptcy court abused its
13 discretion in dismissing his adversary complaint under Rule 7016
14 for failing to do so.⁷ He offers no argument as to how the
15 bankruptcy court abused its discretion in applying Rule 7016. We
16 have already determined that the bankruptcy court acted well
17 within its discretion in ordering Carter to produce the Agreement
18 of Assignment, along with any other relevant assignment
19 documents. Nonetheless, due to his pro se status, we review the
20 record to determine whether the bankruptcy court abused its
21 discretion when it entered judgment in favor of Brooms.

22 ⁶ FRCP 16(f)(1)(C) states in relevant part:

23 "On motion or on its own, the court may issue any just
24 orders, including those authorized by Rule 37(b)(2)(A)(ii)-
25 (vii), if a party or its attorney: . . . (C) fails to obey a
26 scheduling or other pretrial order."

27 ⁷ At oral argument, Carter asserted that he offered to
28 produce the Agreement of Assignment (or any other relevant
assignment documents) for in camera review, which the bankruptcy
court allegedly rejected. We see nothing about this anywhere in
Carter's papers, the court's written orders or decision, or the
February 8, 2010 hearing transcript.

1 Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir.
2 1990).

3 Carter's argument fails. Trial judges enjoy great latitude
4 in carrying out case-management functions. Jones v.
5 Winnepesaukee Realty, 990 F.2d 1, 5 (1st Cir. 1993). "When
6 confronted with a party's defiance of its management authority, a
7 district court is necessarily vested with considerable discretion
8 in deciding whether to impose sanctions on that party, and, if
9 so, in determining what form the sanctions should take." Id.
10 A court is within its sound discretion to dismiss a case for a
11 party's failure to obey pretrial orders. Robson v. Hallenbeck,
12 81 F.3d 1, 2 (1st Cir. 1996).

13 Here, Carter was ordered on February 10 to produce the
14 Agreement of Assignment and any other documents that reflected
15 the terms of the assignment. The bankruptcy court warned Carter
16 in the February 10 Order that failure to comply "shall result in
17 dismissal of this proceeding, with prejudice." Instead of
18 complying with the valid request in the February 10 Order, Carter
19 spent hours drafting a declaration and brief telling the
20 bankruptcy court why he thought he did not have to produce it.
21 Carter was ordered a second time on March 4 to produce the
22 Agreement of Assignment and other relevant assignment documents
23 within 20 days. Again, Carter was warned that noncompliance
24 could result in dismissal with prejudice or entry of judgment for
25 Brooms. Carter ignored the March 4 Order completely.

26 "Courts of justice are universally acknowledged to be
27 vested, by their very creation, with power to impose . . .
28 submission to their lawful mandates. These powers are governed

1 . . . by the control necessarily vested in courts to manage their
2 own affairs so as to achieve the orderly and expeditious
3 disposition of cases." Chambers v. NASCO, Inc., 501 U.S. 32, 43
4 (1991) (internal citations omitted). An attorney or pro se
5 litigant who believes a court order is erroneous is not relieved
6 of the duty to obey it. Malone v. USPS, 833 F.2d 128, 133 (9th
7 Cir. 1987).

8 While entering judgment in favor of Brooms may seem harsh
9 and the bankruptcy court could have considered a lesser sanction,
10 given the validity of the court's request, its multiple warnings
11 of dismissal with prejudice or entry of judgment for
12 noncompliance, and Carter's willful disregard for the court's
13 orders and contumacious attitude, we believe that the bankruptcy
14 court did not abuse its discretion when it entered judgment in
15 favor of Brooms. Id. With the potential fatal defect of non-
16 attorney Carter representing another party's interest and his
17 obvious resistance to hiring counsel, there was no point in
18 allowing the case to proceed.

19 **VI. CONCLUSION**

20 Based on the foregoing reasons, we AFFIRM.

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