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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

**In the Matter of: FIRST REGIONAL
BANCORP,**

Debtor,

**VIKARAN GHEI, Co-Liquidating
Trustee; MICHAEL ZAITZEFF, Co-
Liquidating Trustee,**

Appellants,

v.

**FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for First
Regional Bank of California,**

Appellee.

No. 16-56336

D.C. No. 2:15-cv-04377-SVW

MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Stephen V. Wilson, District Judge, Presiding

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

Submitted November 16, 2017**
Pasadena, California

Before: **KOZINSKI** and **IKUTA**, Circuit Judges, and **GETTLEMAN**,***
District Judge.

1. “Allowing [a] parent [corporation] to keep any refunds arising solely from a subsidiary’s losses simply because the parent and subsidiary chose a procedural device to facilitate their income tax reporting unjustly enriches the parent.” In re Bob Richards Chrysler-Plymouth Corp., 473 F.2d 262, 265 (9th Cir. 1973). The joint filings of the First Regional Bancorp and the First Regional Bank did not establish a tax sharing agreement—express or implied—between the two. Appellants have failed to plausibly allege any relationship between the Bancorp and the Bank that would diverge from the rule of Bob Richards.

2. A court need not grant leave to amend a complaint if amendment would be futile. Leadsinger, Inc. v. BMG Music Pub., 512 F.3d 522, 532 (9th Cir. 2008). The Bancorp’s Affiliate Transactions Policy stipulated that the Bancorp would not benefit itself financially at the expense of the Bank, which decisively undercuts

** The panel unanimously concludes this case is suitable for decision without oral argument. See Fed. R. App. P. 34(a)(2).

*** The Honorable Robert W. Gettleman, United States District Judge for the Northern District of Illinois, sitting by designation.

appellants' argument that the Bancorp and Bank had an implied-in-fact agreement to share tax responsibilities and refunds. No amendment could have cured that defect.

AFFIRMED.