

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANAH DIVISION**

In Re:	§	Case No.: 23-40569-EJC
	§	
MASTER LENDING GROUP, LLC,	§	Chapter 7
	§	
Debtor	§	

MOTION TO STRIKE

COMES NOW, Tiffany E. Caron, as Chapter 7 Trustee (“**Trustee**”) for the bankruptcy estate of Master Lending Group, LLC (“**Debtor**” or “**MLG**”), and files this *Motion to Strike* (the “**Motion**”), seeking an Order for the Court to Strike the Amended Schedule A/B filed on October 23, 2023 at Doc No. 162 (the “Fourth Amendment”), and, in support of this Motion, hereby states as follows:

1. On July 6, 2023, Debtor, Master Lending Group, LLC (“**Debtor**”), filed a Chapter 7 Petition with this Court¹ (the “**Petition Date**”)(Doc No. 1).
2. On July 7, 2023, Tiffany E. Caron was appointed as the Chapter 7 Trustee (“**Trustee**”) in this case (Doc No. 7).
3. The Petition and Schedules initially filed in this case show assets totaling \$6,070,100.00.
4. The Debtor filed its Petition along with the Schedules including a completed Schedule A/B.
5. On Schedule A/B, the Debtor lists the following assets:
 - a) Cash on hand: \$975,000.00
 - b) Truist Bank Checking Account \$95,100.00
 - c) Deeds to Secure Debt on the following properties:

¹ Petition and Schedules signed by Owner, Gregory M. Hirsch by POA held by Judith Hirsch.
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- 2701 Bull Street, Savannah, GA 31405;
 - 10 West Victory Drive, Savannah, GA 31405; and
 - 423 East River Street, Savannah, GA 31401.
- d) Unvested, Equitable Interest in Prudential Life Insurance Policy (Judith Hirsch, Beneficiary): \$5,000,000.00
- e) Rison Advisory Group, et al Promissory Note/Revolving Loan Agreement: Unknown Value
- f) Synergy Homes of Georgia, et al Promissory Note(s): Unknown Value
6. On July 16, 2023, Debtor filed an Amended Schedule A/B which purported to be signed by Gregory M. Hirsch via POA held by Judith Hirsch², removing the following items from Schedules A/B (the “July 16th Amendment”)(Doc No. 31):
- a) Cash on Hand: \$975,000.00;
 - b) Deeds to Secure Debt on the following properties:
 - 2701 Bull Street, Savannah, GA 31405;
 - 10 West Victory Drive, Savannah, GA 31405; and
 - 423 East River Street, Savannah, GA 31401.
7. On July 26, 2023, Debtor filed an Amended Schedule A/B which purported to be signed by Gregory M. Hirsch via POA held by Judith Hirsch³, removing the following items from Schedules A/B (the “July 26th Amendment”)(Doc No. 46):
- a) Synergy Homes of Georgia, et al Promissory Note(s): Unknown Value

² This Amendment included a Declaration Under Penalty of Perjury with the electronic signature of Gregory M. Hirsch via POA held by Judith Hirsch, Owner of Master Lending Group, LLC.

³ This Amendment included a Declaration Under Penalty of Perjury with the electronic signature of Gregory M. Hirsch via POA held by Judith Hirsch, Owner of Master Lending Group, LLC.

8. On August 4, 2023, Debtor filed an Amended Schedule A/B which purported to be signed by Gregory M. Hirsch via POA held by Judith Hirsch⁴, removing the following items from Schedules A/B (the “August 4th Amendment”)(together with the July 16th Amendment and the July 26th Amendment, the “Amendments”)(Doc No. 71):

a) Unvested, Equitable Interest in Prudential Life Insurance Policy (Judith Hirsch, Beneficiary): Value: \$5,000,000.00

9. Debtor’s Counsel has since informed the Trustee he did not receive and has not maintained wet ink signatures for the Amendments filed in this case, that no documentation exists authorizing the filing of the Amendments, and that the Amendments were filed at the request and/or direction of attorneys for Gregory Hirsch and Judith Hirsch.

10. As a result of the Amendments, the scheduled assets were reduced from a total value of \$6,070,100.00 to \$92,418.00.

11. On October 23, 2023, the Debtor, through Thomas J. Ratcliffe, Jr., as Personal Representative for the Estate of Gregory M. Hirsch (Deceased), Sole Member of Master Lending Group, LLC filed the following Withdrawals:

a) Withdrawal of Amended Schedule A/B filed on July 17, 2023 (Doc No. 31);
b) Withdrawal of Amended Schedule A/B filed on July 26, 2023 (Doc No. 46);
c) Withdrawal of Amended Schedule A/B filed on August 4, 2023 (Doc No. 71);

12. On October 23, 2023, the Debtor, through Thomas J. Ratcliffe, Jr., Personal Representative for the Estate of Gregory M. Hirsch (Deceased), Sole Member of Master Lending Group,

⁴ This Amendment included a Declaration Under Penalty of Perjury with the electronic signature of Gregory M. Hirsch via POA held by Judith Hirsch, Owner of Master Lending Group, LLC.
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LLC (“Mr. Ratcliffe”) filed the Fourth Amendment, again removing the \$5,000,000.00 Prudential Life Insurance Policy and the \$975,000.00 Cash on Hand.

13. The Fourth Amendment signed by Mr. Ratcliffe includes an extensive Disclaimer Regarding Debtor’s Amended Schedule of Assets, as follows:

DISCLAIMER REGARDING DEBTOR’S AMENDED SCHEDULE OF ASSETS

Thomas J. Ratcliffe, Jr. has executed these Amended Schedule solely in his capacity as the Administrator of the Estate of Gregory Martin Hirsch (the “Administrator”) who was the sole member of Master Lending Group LLC (“Debtor”). In reviewing and signing the Amended Schedule, the Administrator has relied upon Administrator’s own actions and investigations, the efforts, statements, advice, and representations of Debtor’s legal advisor, and Debtor’s statements contained in prior versions of the petition and schedules. The Administrator and its attorneys do not guarantee or warrant the accuracy or completeness of the data that is provided herein, and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein. The Administrator and its agents, attorneys, and financial advisors do not expressly undertake any obligation to update, modify, revise, or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised, or re-categorized. In no event shall the Administrator or his agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtor, the Administrator, or their agents, attorneys, and financial advisors are advised of the possibility of such damages.

14. Mr. Ratcliffe admittedly has no personal knowledge of the information in the Debtor’s schedules and makes no representations of whether the amendments are accurate.
15. Further, other than the previously filed schedules and forged amendments which were filed in this case, he does not specifically disclose what information he relied on providing the information contained in the Fourth Amendment.
16. The Fourth Amendment does not include a Corporate Resolution giving Mr. Ratcliffe the authority to file documents on behalf of the Debtor in this bankruptcy case, nor has he sought or obtained Court approval to act on behalf of the Debtor.

WHEREFORE, the Trustee hereby moves this Court for an Order:

- A. Striking the Fourth Amendment, Amended Schedule A/B filed at Doc No. 162;
and
- B. for such other and further relief the Court deems appropriate under the
circumstances.

This 31st day of October, 2023.

Respectfully submitted,

By: /s/ Tiffany E. Caron
Tiffany E. Caron
Georgia Bar Number 745089
Attorney for Trustee

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West Palm Beach, FL 33402
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Tiffany.caron@hotmail.com

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Debtor §

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I have served the persons named below by sending a copy of the Motion for Turnover by electronic service or by regular U.S. Mail to the address indicated, in envelopes bearing adequate postage to:

Judson C. Hill
Gastin & Hill
P O Box 8012
Savannah, GA 31412

Office of the U.S. Trustee
33 Bull Street, Suite 400
Savannah, GA 31401

And all parties automatically receiving notice through the Court's CM/ECF Filing System.

This 31st day of October, 2023.

By: /s/ Tiffany E. Caron
Tiffany E. Caron
Georgia Bar Number 745089
Attorney for Trustee

P.O. Box 711
West Palm Beach, FL 33402
404-647-4917
tiffany.caron@hotmail.com

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ORDER ON TRUSTEE’S MOTION TO STRIKE

This matter came before the Court on the Trustee's Motion to Strike Amended Schedule A/B filed at Doc No. 162 (the “Motion”).

The Court having considered the Motion, proper notice having been given, after notice, hearing and consideration of the Trustee’s Motion, and it appearing that such Motion should be granted; it is therefore:

ORDERED, ADJUDGED, and DECREED that the Motion filed by the Trustee in the above-captioned Chapter 7 case is granted as follows:

Upon the entry of this Order, the Clerk shall strike the Amended Schedule A/B filed at Doc No. 162 from the Court’s Docket Report.

END OF DOCUMENT

Prepared by:

/s/ Tiffany E. Caron

Tiffany E. Caron, Esq.

GA Bar No. 745089

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