UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Michael S. McManus
Bankruptcy Judge
Sacramento, California

February 29, 2016 at 10:00 a.m.

No written opposition has been filed to the following motions set for argument on this calendar:

1, 3, 4, 7

When Judge McManus convenes court, he will ask whether anyone wishes to oppose this motion. If you wish to oppose the motion, tell Judge McManus there is opposition. Please do not identify yourself or explain the nature of your opposition. If there is opposition, the motion will remain on calendar and Judge McManus will hear from you when he calls the motion for argument.

If there is no opposition, the moving party should inform Judge McManus if it declines to accept the tentative ruling. Do not make your appearance or explain why you do not accept the ruling. If you do not accept the ruling, Judge McManus will hear from you when he calls the motion for argument.

If no one indicates they oppose the motion and if the moving party does not reject the tentative ruling, that ruling will become the final ruling. The motion will not be called for argument and the parties are free to leave (unless they have other matters on the calendar).

MOTIONS ARE ARRANGED ON THIS CALENDAR IN TWO SEPARATE SECTIONS. A CASE MAY HAVE A MOTION IN EITHER OR BOTH SECTIONS. **THE FIRST SECTION INCLUDES ALL MOTIONS THAT WILL BE RESOLVED WITH A HEARING. A TENTATIVE RULING IS GIVEN FOR EACH MOTION. THE SECOND SECTION INCLUDES ALL MOTIONS THAT HAVE BEEN RESOLVED BY THE COURT WITHOUT A HEARING. A FINAL RULING IS GIVEN FOR EACH MOTION. WITHIN EACH SECTION, CASES ARE ORGANIZED BY THE LAST TWO DIGITS OF THE CASE NUMBER.**

ITEMS WITH TENTATIVE RULINGS: IF A CALENDAR ITEM HAS BEEN SET FOR HEARING BY THE COURT PURSUANT TO AN ORDER TO SHOW CAUSE OR AN ORDER SHORTENING TIME, OR BY A PARTY PURSUANT TO LOCAL BANKRUPTCY RULE 3007-1(c)(1) OR LOCAL BANKRUPTCY RULE 9014-1(f)(1), AND IF ALL PARTIES AGREE WITH THE TENTATIVE RULING, THERE IS NO NEED TO APPEAR FOR ARGUMENT. HOWEVER, IT IS INCUMBENT ON EACH PARTY TO ASCERTAIN WHETHER ALL OTHER PARTIES WILL ACCEPT A RULING AND FOREGO ORAL ARGUMENT. IF A PARTY APPEARS, THE HEARING WILL PROCEED WHETHER OR NOT ALL PARTIES ARE PRESENT. AT THE CONCLUSION OF THE HEARING, THE COURT WILL ANNOUNCE ITS DISPOSITION OF THE ITEM AND IT MAY DIRECT THAT THE TENTATIVE RULING, AS ORIGINALLY WRITTEN OR AS AMENDED BY THE COURT, BE APPENDED TO THE MINUTES OF THE HEARING AS THE COURT'S FINDINGS AND CONCLUSIONS.

IF A MOTION OR AN OBJECTION IS SET FOR HEARING BY A PARTY PURSUANT TO LOCAL BANKRUPTCY RULE 3007-1(c)(2) OR LOCAL BANKRUPTCY RULE 9014-1(f)(2), RESPONDENTS WERE NOT REQUIRED TO FILE WRITTEN OPPOSITION TO THE RELIEF REQUESTED. RESPONDENTS MAY APPEAR AT THE HEARING AND RAISE OPPOSITION ORALLY. IF THAT OPPOSITION RAISES A POTENTIALLY MERITORIOUS DEFENSE OR ISSUE, THE COURT WILL GIVE THE RESPONDENT AN OPPORTUNITY TO FILE WRITTEN OPPOSITION AND SET A FINAL HEARING UNLESS THERE IS NO NEED

TO DEVELOP THE WRITTEN RECORD FURTHER.

IF THE COURT SETS A FINAL HEARING, UNLESS THE PARTIES REQUEST A DIFFERENT SCHEDULE THAT IS APPROVED BY THE COURT, THE FINAL HEARING WILL TAKE PLACE ON MARCH 28, 2016 AT 10:00 A.M. OPPOSITION MUST BE FILED AND SERVED BY MARCH 14, 2016, AND ANY REPLY MUST BE FILED AND SERVED BY MARCH 21, 2015. THE MOVING/OBJECTING PARTY IS TO GIVE NOTICE OF THESE DATES.

ITEMS WITH FINAL RULINGS: THERE WILL BE NO HEARING ON THE ITEMS WITH FINAL RULINGS. INSTEAD, EACH OF THESE ITEMS HAS BEEN DISPOSED OF AS INDICATED IN THE FINAL RULING BELOW. THAT RULING ALSO WILL BE APPENDED TO THE MINUTES. THIS FINAL RULING MAY OR MAY NOT BE A FINAL ADJUDICATION ON THE MERITS. IF ALL PARTIES HAVE AGREED TO A CONTINUANCE OR HAVE RESOLVED THE MATTER BY STIPULATION, THEY MUST ADVISE THE COURTROOM DEPUTY CLERK PRIOR TO HEARING IN ORDER TO DETERMINE WHETHER THE COURT VACATE THE FINAL RULING IN FAVOR OF THE CONTINUANCE OR THE STIPULATED DISPOSITION.

ORDERS: UNLESS THE COURT ANNOUNCES THAT IT WILL PREPARE AN ORDER, THE PREVAILING PARTY SHALL LODGE A PROPOSED ORDER WITHIN 14 DAYS OF THE HEARING.

MATTERS FOR ARGUMENT

1. 15-27904-A-7 MRL-1 VS. CAPITAL ONE BANK (USA), N.A.
GERT JONSSON AND EVELYN LAWSON
MOTION TO AVOID JUDICIAL LIEN 1-5-16 [23]

Tentative Ruling: The motion will be granted.

A judgment was entered against the debtor Gert Jonsson in favor of Capital One Bank for the sum of $3,055.46 on March 5, 2014. The abstract of judgment was recorded with El Dorado County on April 7, 2014. That lien attached to the debtor's residential real property in Cameron Park, California.

The motion will be granted pursuant to 11 U.S.C. § 522(f)(1)(A). The subject real property had an approximate value of $609,000 as of the petition date. Dockets 25 & 1. The unavoidable liens totaled $482,111.87 on that same date, consisting of a mortgage in favor of Nationstar in the amount of $380,526.45, a mortgage in favor of Nationstar in the amount of BCAT 2015-14BTT, c/o Wilmington Savings Fund Society, FSB for $99,443.42, and a tax lien in favor of the California Franchise Tax Board in the amount of $2,142. Dockets 25 & 1. The debtor claimed an exemption pursuant to Cal. Civ. Proc. Code § 704.730 in the amount of $129,303.13 in Amended Schedule C. Docket 28.

The respondent holds a judicial lien created by the recordation of an abstract of judgment in the chain of title of the subject real property. After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is no equity to support the judicial lien. Therefore, the fixing of this judicial lien impairs the debtor's exemption of the real property and its fixing will be avoided subject to 11 U.S.C. § 349(b)(1)(B).

2. 14-29813-A-7 DNL-2 VS. GOLDEN ONE CREDIT UNION
LISA AHRENS
AMENDED OBJECTION TO CLAIM 10-23-15 [26]

Tentative Ruling: The objection will be sustained.

The trustee objects to the unsecured portion of The Golden 1 Credit Union's $17,282.29 proof of claim, POC 1. The proof of claim contains secured and unsecured portions. The secured portion, $13,907, is secured by a 2013 Mazda 6 vehicle. The unsecured portion of the claim, a deficiency of $3,375.29, is based on the vehicle's $13,907 value as of the petition date, as listed by the debtor in her Schedule B. Docket 1; Docket 9, Amended Schedule B.

Whether or not Golden 1 is fully secured by the vehicle, Golden 1 has not established its standing to assert an unsecured claim against the estate as of the September 30, 2014 petition date or anytime afterward. Nothing authorizes a secured creditor to partake in a distribution to unsecured creditors unless and until the creditor has standing to assert a deficiency unsecured claim against the estate.

A plaintiff must meet both the constitutional and prudential requirements of standing. Bennett v. Spear, 520 U.S. 154, 162 (1997). To establish standing under the case or controversy requirement of Article III of the United States Constitution, a plaintiff (1) must have suffered some actual or threatened injury due to alleged illegal conduct, known as the "injury in fact" element; (2) the injury must be fairly traceable to the challenged action, known as the "causation element"; and (3) there must be a substantial likelihood that the

relief requested will redress or prevent plaintiff's injury, known as the "redressability element." U.S.C.A. Const. Art. 3, § 1 et seq.; Allen v. Wright, 468 U.S. 737, 751 (1984); Dunmore v. United States, 358 F.3d 1107, 1111-12 (9th Cir. 2004) (citing Lujan, 504 U.S. at 560-61).

A secured creditor has no standing to assert a deficiency unsecured claim until there is a default on the secured claim, the secured creditor declares the default (*i.e.*, treats the default as a default), and the secured creditor exercises its rights as to the collateral to satisfy its secured claim, thus establishing its deficiency unsecured claim.

The mere filing of a bankruptcy case does not automatically grant a secured creditor standing to assert an unsecured claim against the bankruptcy estate. This is especially true when the secured creditor continues to accept performance from the debtor under the loan agreement, without regard to the bankruptcy case. Docket 33 at 8 (Golden 1 stating that "[a]lthough [it] is free to exercise its state-law remedies with respect to the [v]ehicle, including repossession and sale, it has thus far elected not to do so").

When the loan payments are current and the secured creditor is accepting such payments as if there is no default - regardless of whether there is a basis for declaring default, the court sees no injury in fact for a secured creditor to assert an unsecured claim against the estate, based on a hypothetical deficiency.

As of the September 30, 2014 petition, the payments on Golden 1's loan were current, not in default, and Golden 1 had not declared a default of the loan agreement. Golden 1 had no deficiency claim and, thus, had no unsecured claim against the bankruptcy estate as of the petition date. See 11 U.S.C. § 502(b) (mandating that claim amounts are determined as of the petition date). As of the petition date, Golden 1 lacked injury in fact to assert an unsecured claim against the estate.

Nothing has changed since the petition date. Loan payments have continued to be current and Golden 1 has continued to accept such payments under the terms of its pre-petition loan agreement with the debtor. And, this is not disputed by Golden 1. Docket 35 at 3. Hence, Golden 1 still lacks an injury in fact to assert an unsecured claim against the estate.

The debtor's filing of this bankruptcy case and her failure to reaffirm the debt as promised in her statement of intention do not bestow standing on Golden 1 to assert an unsecured claim against the bankruptcy estate either. The debtor's failure to reaffirm is not binding on the estate - except for making the vehicle no longer property of the estate, as prescribed by section 362(h)(1) - and it does not alter the terms of the pre-petition loan agreement, which Golden 1 has chosen to continue to honor. Golden 1 cannot share in the distribution to unsecured creditors, while it continues to accept the loan payments under the agreement and continues to treat the agreement as legally enforceable and valid. Golden 1 has chosen not to declare a default of the loan agreement, despite admitting to have the basis to do so.

In short, Golden 1 has elected to treat its loan agreement with the debtor as the commonly known "ride-through" option, which existed prior to the 2005 BAPCPA. As such, Golden 1 has chosen to continue doing business with the debtor post-petition, as it did pre-petition, despite this bankruptcy case and its repercussions for the debtor-creditor relationship. It has chosen to continue accepting payments from the debtor post-petition and has chosen not to

exercise its rights against the collateral under the pre-petition loan agreement.

The court rejects Golden 1's complaining about the debtor not reaffirming the loan agreement with Golden 1, but instead choosing to simply continue to perform under the existing pre-petition agreement. Golden 1 has continued to accept the payments tendered by the debtor. And, the debtor cannot be forced to waive her chapter 7 discharge, *i.e.*, reaffirm the debt. While section 704(a)(3) states that trustees "shall ensure that the debtor shall perform his intention as specified in section 521(a)(2)(B)," there is nothing the trustee here could do to force the debtor to waive her discharge by reaffirming Golden 1's debt.

More, Golden 1's assertion of the deficiency unsecured claim makes no sense in light of its continued acceptance of post-petition payments from the debtor under the pre-petition loan agreement. Assuming Golden 1 had a valid pre-petition unsecured claim against the estate as of the petition date, Golden 1 could not have continued to accept post-petition payments from the debtor on account of that claim. Golden 1 has not sought and obtained court approval to apply the post-petition payments from the debtor to its pre-petition unsecured claim, assuming the court agrees there is one. This begs the question of how Golden 1 has been applying the debtor's post-petition payments? Golden 1's vehicle loan is a single loan, with a balance of $13,736.28 as of September 29, 2015. Docket 29 at 2.

Further, neither Golden 1, nor the trustee could strip down the claim, as this is a chapter 7 proceeding. See Dewsnup v. Timm, 502 U.S. 410 (1992) (being more recently reaffirmed by Bank of America, N.A. v. Caulkett, 135 S. Ct. 1995, 1998-1999 (2015)). The court also notes that Golden 1's bifurcation of its secured claim was done without court approval, even though Fed. R. Bankr. P. requires a notice and a hearing for the valuation of the vehicle. Also, the debtor's valuation of the vehicle, based on which Golden 1 calculated and asserted its unsecured claim against the estate, is not binding on the trustee. While the valuation may be binding on the debtor, it is not binding on the estate. In this proceeding, the debtor's valuation of the vehicle is inadmissible hearsay. Fed. R. Evid. 802.

The unsecured portion of Golden 1's proof of claim will be reclassified as secured.

Furthermore, the debtor's failure to reaffirm the debt owed under the loan agreement does not make the agreement without effect. If it did, Golden 1 would have no basis to assert any claims against the debtor's bankruptcy estate, whether secured or unsecured claims. It is the agreement that gives rise to Golden 1's claim in this case. When Golden 1 asserts its claim against the bankruptcy estate, it is doing it based on the agreement. Thus, to argue that the trustee has no rights under the agreement is inconceivable. If Golden 1 can assert a claim against the bankruptcy estate, even though the debtor - and not the estate - is a party to the agreement, the trustee may assert the debtor's defenses and rights under the agreement. Any defenses or rights the debtor had on the petition date under the agreement are available to the trustee. See 11 U.S.C. § 541(a)(1) (prescribing that a bankruptcy estate consists of "all legal or equitable interests of the debtor in property as of the commencement of the case"). This includes any of the debtor's rights to attorney's fees under the agreement, as established by Cal. Civ. Code § 1717.

The failure of the debtor to reaffirm Golden 1's debt does not make "the Sale

Contract . . . no longer property of the estate." Docket 33 at 9. 11 U.S.C. § 362(h) says nothing about the loan agreement giving rise to the secured creditor's claim. That provision references only the "personal property of the estate or of the debtor securing in whole or in part a claim." It is then only the collateral securing the secured creditor's claim - *i.e.*, the vehicle - that is "no longer . . . property of the estate." 11 U.S.C. § 362(h)(1).

Next, even if the court were to ignore Golden 1's lack of standing to assert the subject unsecured claim, Golden 1 has produced evidence that the vehicle's value as of January 21, 2016 is $13,833.29. Docket 58 at 2; Docket 57. This valuation only confirms that Golden 1 has no basis for an unsecured claim against the estate. Golden 1's vehicle loan had a balance of $13,736.28 as of September 29, 2015. Docket 29 at 2. As the debtor has been current on the loan, the loan balance as of January 21, 2016 must be less than $13,736.28 and still clearly less than $13,833.29, meaning that Golden 1 is an oversecured creditor and has no basis for asserting an unsecured claim against the estate.

The court finds it unnecessary to address other grounds for disallowance of Golden 1's unsecured portion of the claim.

This ruling is without prejudice to Golden 1 declaring a default under the loan agreement in the future - assuming it may do so, repossessing the vehicle, selling it, establishing its deficiency claim and amending its proof of claim accordingly.

Finally, as the trustee is the prevailing party here and the agreement based upon which Golden 1's claim is asserted against the estate contains an attorney's fee provision, the court will award the trustee's fees and costs in prosecuting this objection. Docket 30 at 8.

It is disingenuous for Golden 1 to argue that the trustee is breaching his fiduciary duty to unsecured creditors by spending over $8,600 to object to Golden 1's $3,375.29 unsecured claim, even while the estate has only approximately $4,000 and Golden 1 would have received only an approximately $300 dividend on account of the unsecured claim. As discussed above, Golden 1's claim is meritless as it does not have standing to assert an unsecured claim against the estate. And, Golden 1 is not even an undersecured creditor.

Moreover, it is Golden 1 that will be paying the trustee's fees and costs in connection with this objection. Under the loan agreement, which contains a provision for attorney's fees and costs in favor of Golden 1, and under Cal. Civ. Code § 1717(a), which prescribes reciprocity for the recovery of attorney's fees and costs to the prevailing party, the trustee is entitled to reasonable attorney's fees and costs as the prevailing party here. Docket 30 at 8.

Given the attorney's fee provision in the loan agreement, given Cal. Civ. Proc. Code § 1717(a), and given the lack of merit of Golden 1's unsecured claim, the trustee is not breaching his fiduciary duty to the unsecured creditors in prosecuting this objection. On the contrary, he is fulfilling his fiduciary duties.

The trustee has produced evidence of having incurred $8,640 in attorney's fees and $338.67 in expenses, totaling $8,978.67, for prosecuting this objection.

$2,882.50 of the fees is for preparing the objection and all related papers, such points and authorities, a reply to the opposition, a supplement to the

objection based on a continuance. This represents 9.0 hours of services.

$3,477.50 of the fees is for conducting research pertaining to the issues raised by the objection, including other issues raised by Golden 1 in filing opposition to the objection. This represents 9.6 hours of services.

$2,280 of the fees is for reviewing documents in support of Golden 1's unsecured claim, reviewing an appraisal of the vehicle, communicating with the vehicle's appraiser, and communicating with the trustee and Golden 1's counsel about the merits of the objection.

The expenses consist of a $250 appraisal fee and parking ($15.30), photocopies ($40.50) and postage ($32.87) fees.

Dockets 48, 49, 50.

The court concludes that the requested fees and costs are reasonable and were necessary for the prosecution and prevailing on this objection. The trustee has been communicating via counsel with Golden 1 for months prior to filing this objection on October 23, 2015. The time entries for the trustee's counsel reveal communications with Golden 1's counsel as far back as approximately mid to late August 2015. Docket 49. In other words, Golden 1 has had sufficient time to prevent the trustee's incurring of the attorney's fees and expenses in the prosecution of the objection. Golden 1 shall pay to the trustee the requested attorney's fees and expenses no later than seven days after entry of the order on the objection.

3. 16-20133-A-7 SAMANTHA HAMILTON — MOTION FOR RELIEF FROM AUTOMATIC STAY
ADR-1
LINGYUN ZHANG VS.
2-5-16 [21]

Tentative Ruling: Because less than 28 days' notice of the hearing was given by the creditor, this motion is deemed brought pursuant to Local Bankruptcy Rule 9014-1(f)(2). Consequently, the other creditors, the debtor, the trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offers opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion. Below is the court's tentative ruling, rendered on the assumption that there will be no opposition to the motion. Obviously, if there is opposition, the court may reconsider this tentative ruling.

The motion will be granted.

The movant, Lingyun Zhang, seeks confirmation that the stay in this case is not in effect as to a real property in Tracy, California. In the alternative, the movant seeks prospective relief from stay to obtain possession of the property. The movant is the owner of the property and seeks permission to enforce a pre-petition state court judgment for possession and a writ of possession.

11 U.S.C. § 362(c)(4)(A) provides that (i) "if a single or joint case is filed by or against a debtor who is an individual under this title, and if 2 or more single or joint cases of the debtor were pending within the previous year but were dismissed, other than a case refiled under a chapter other than chapter 7 after dismissal under section 707(b), the stay under section (a) shall not go

into effect upon the filing of the later case; and (ii) on request of a party in interest, the court shall promptly enter an order confirming that no stay is in effect."

On May 28, 2015, the debtor filed a chapter 7 case (case no. 15-24288). That case was dismissed on June 8, 2015 due to the debtor's failure to timely file a master address list. Case No. 15-24288, Dockets 3 & 19.

On June 11, 2015, the debtor filed another chapter 7 case (case no. 15-24732). That case was dismissed on June 29, 2015 due to the debtor's failure to timely file bankruptcy schedules and statements. Case No. 15-24732, Dockets 3 & 18. The debtor filed the instant chapter 7 case on January 11, 2016.

The court has reviewed the dockets of the first and second prior cases and has confirmed that those cases were pending within the previous year of the filing of the instant case and that the court dismissed those previous cases.

In addition, although the debtor's social security numbers in the prior two cases - which are identical - do not match with the debtor's social security number in this case, the court has confirmed that the debtor in this case is the same individual debtor in the prior two cases. The debtor's signatures in this case are identical to the signatures found in the prior two cases. Also, the master address list in this case identifies the same creditors identified in the more recent of the prior two cases.

Accordingly, the motion will be granted. The automatic stay did not go into effect upon the filing of the instant case on January 11, 2016. The court will confirm this. See 11 U.S.C. § 362(c)(4)(A)(ii) & (j).

4.	15-29861-A-7 MOH-1	MARIA GARRIDO AND JEREMY HARRIS	MOTION TO COMPEL ABANDONMENT 1-12-16 [11]

Tentative Ruling: The motion will be granted as provided below.

The debtors request an order compelling the trustee to abandon the estate's interest in their sole proprietorship landscape business, Blue Moon Landscaping.

11 U.S.C. § 554(b) provides that on request of a party in interest and after notice and a hearing, the court may order the trustee to abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.

According to the motion, the business assets include a 2003 Chevy Silverado truck (scheduled value of $5,869), a trailer (scheduled value of $200), a lawn mower (scheduled value of $800), and hand and gardening tools (scheduled value of $300). The assets have been claimed fully exempt in Schedule C. Given the exemption claims, the court concludes that the business – to the extent of the assets listed in the motion - is of inconsequential value to the estate. The court will compel abandonment of the assets.

The court will not deem the trustee's interest in the assets "avoided," as requested by the motion. This makes no sense.

5. 11-42862-A-7 ROBERT/NANCY MEES MOTION FOR CONTEMPT
2-2-16 [35]

Tentative Ruling: The motion will be denied.

This motion concerns the collection of fire prevention fees on a property (in Jackson, California) owned by the debtors. The respondents are the California Department of Forestry and Fire Protection, its director Ken Pimlott, the California State Board of Equalization and its executive director Cynthia Bridges. The following relief is sought:

- contempt of court sanctions for violation of the discharge injunction, for the respondents' collection of the fire fees,

- "payment of all fees and bank charges incurred by [the debtors] in conjunction with the Levy,"

- the setting aside of the respondents' assessments of the fire fees,

- the reversal of levies executed against the debtors, and

- requiring the respondents "to restore all funds of [the debtors] seized in conjunction with the Levy."

Docket 35 at 1.

The motion will be denied for several reasons. First, before the court can decide whether and to what extent there has been a violation of the discharge injunction, the court must determine whether the debt at issue - the fire prevention fees - was discharged in this case.

The debtors summarily declare that the fire fee is a fee and not a tax. Docket 35 at 2. The latter would not be dischargeable but the former would be. However, they cite no authority for this assertion and the label of the assessment is not determinative of whether the assessment is a tax for 11 U.S.C. § 523(a)(1) purposes.

11 U.S.C. § 523(a)(1)(A) "makes certain tax debts nondischargeable in Chapter 7, including those 'of the kind' and for the periods specified in § 507(a)(8)." Ilko v. California Bd. of Equalization (In re Ilko), 651 F.3d 1049, 1052 (9th Cir. 2011). Section 507(a)(8)(E), provides priority status for claims for "an excise tax on . . . (ii) if a return is not required, a transaction occurring during the three years immediately preceding the date of the filing of the petition." An assessment qualifies as an "excise tax" if the assessment satisfies the following elements:

"(a) An involuntary pecuniary burden, regardless of name, laid upon individuals or property; (b) Imposed by, or under authority of the legislature; (c) For public purposes, including the purposes of defraying expenses of government or undertakings authorized by it; (d) Under the police or taxing power of the state."

Los Angeles County Sanitation Dist. No. 2 v. Lorber Indus. of California, Inc. (In re Lorber Indus. of California, Inc.), 675 F.2d 1062, 1066 (9th Cir. 1982); see also Indus. Comm'n of Arizona v. Camilli (In re Camilli), 94 F.3d 1330, 1331, 1333 (9th Cir. 1996). "[I]f a creditor similarly situated to the

government can be hypothesized under the relevant statute, then . . . the government claim is not a tax." George v. Uninsured Employers Fund (In re George), 361 F.3d 1157, 1160, 1162 (9th Cir. 2004).

The court cannot determine that there has been a violation of the discharge until it determines that fee is dischargeable. But, the court cannot determine the dischargeability of any debt on a motion. Fed. R. Bankr. P. 7001(6) requires an adversary proceeding for such relief.

Second, the requests for injunctive relief - including the setting aside of assessments, reversal of levies and the directing of specific performance – also require an adversary proceeding. The court cannot grant such relief on a motion. See Fed. R. Bankr. P. 7001(7).

Third, even if the fire fee debt is dischargeable, the debtors should note that only the pre-petition portion of such debt is dischargeable. See 11 U.S.C. § 727(b). Post-petition fire fees are not covered by the debtors' discharge.

California's fire prevention fee law was signed on July 7, 2011. The fire prevention fee accrues and is payable in full by the owner of the subject property as of July 1 every year. Cal. Pub. Res. Code § 4213.2.

This case was filed on September 22, 2011. The trustee issued a report of no distribution on November 2, 2011. The debtors received their chapter 7 discharge on January 9, 2012. Assuming the fire fee debt is dischargeable, the discharge covered only the pre-petition fire fees, the period of July 1, 2011 through September 22, 2011. The debtors' chapter 7 discharge has no effect on the fire fees assessed for the 2012-13, 2013-14, 2014-15 periods.

Finally, payment of the fee is "the responsibility of the person who owns the habitable structure on July 1 of the year for which the fee is due." Cal. Pub. Res. Code § 4213.2.

The debtors' assertion of having abandoned the subject real property to the trustee during the bankruptcy case is of no avail. There is no procedure by which a debtor abandons property during the bankruptcy process.

The trustee issued a report of no distribution on November 2, 2011, telling the debtors and their creditors that no assets will be administered by the trustee. This means that unless the property was sold or otherwise transferred by the debtors, the property remained in their names and they have continued to incur post-petition debt.

6. 16-20279-A-7 RAISA RAZUMOV — MOTION FOR RELIEF FROM AUTOMATIC STAY
EGS-1 — 2-1-16 [11]
FCI LENDER SERVICES, INC. VS.

Tentative Ruling: The motion will be granted in part and denied in part.

The movant, FCI Lender Services, Inc., seeks relief from the automatic stay, including in rem relief under 11 U.S.C. § 362(d)(4), as to a real property in Woodland, California.

The property has a value of $565,014 and it is encumbered by claims totaling approximately $891,919. The movant's deed is the only encumbrance against the property.

The court concludes that there is no equity in the property and there is no evidence that it is necessary to a reorganization or that the trustee can administer it for the benefit of creditors.

Thus, the motion will be granted pursuant to 11 U.S.C. § 362(d)(2) to permit the movant to conduct a nonjudicial foreclosure sale and to obtain possession of the subject property following sale. No other relief is awarded.

The court determines that this bankruptcy proceeding has been finalized for purposes of Cal. Civil Code § 2923.5 and the enforcement of the note and deed of trust described in the motion against the subject real property. Further, upon entry of the order granting relief from the automatic stay, the movant and its successors, assigns, principals, and agents shall comply with Cal. Civil Code § 2923.52 et seq., the California Foreclosure Prevention Act, to the extent it is otherwise applicable.

Because the movant has not established that the value of its collateral exceeds the amount of its secured claim, the court awards no fees and costs in connection with the movant's secured claim as a result of the filing and prosecution of this motion. 11 U.S.C. § 506(b).

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will not be waived. That period, however, shall run concurrently with the 7-day period specified in Cal. Civ. Code § 2924g(d) to the extent section 2924g(d) is applicable to orders terminating the automatic stay.

The court will deny relief under section 362(d)(4), which prescribes that:

"*On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay . . .*

"*with respect to a stay of an act against real property under subsection (a), by a creditor whose claim is secured by an interest in such real property, if the court finds that the filing of the petition was part of a scheme to delay, hinder, or defraud creditors that involved either-*

"*(A) transfer of all or part ownership of, or other interest in, such real property without the consent of the secured creditor or court approval; or*

"*(B) multiple bankruptcy filings affecting such real property.*"

The movant seeks section 362(d)(4) relief based on the multiple bankruptcy filings prong. The movant complains of the related bankruptcy case of the debtor's husband, Case No. 15-29386.

The debtor's husband, Valeriy Razumov, filed Case No. 15-29386 under chapter 13 proceeding on December 1, 2015. The debtor filed this case on January 19, 2016 as a chapter 7 proceeding. The court is unpersuaded that the filing of the instant petition was part of a scheme to delay, hinder, or defraud creditors that involved multiple bankruptcy filings affecting the subject real property.

The debtor filed this chapter 7 case after her husband converted his chapter 13 case to chapter 7, on January 16, 2016. Case No. 15-29386, Docket 39. And, both the debtor in this case and her husband in the other case are represented by the same attorney.

In other words, after the debtor's spouse realized that he will be unable to complete a chapter 13 case, thus deciding to convert to chapter 7, the couple seem to have realized that they should be both in a chapter 7 case.

The debtor could not be "added" to her husband's chapter 7 case. She would have to file her own chapter 7 case, which is precisely what she did. Without more, the court cannot infer a scheme to delay, hinder, or defraud creditors from the foregoing. In rem relief under section 362(d)(4) then will be denied.

In rem relief will be denied under section 105 as well, as such relief requires an adversary proceeding. Johnson v. TRE Holdings LLC (In re Johnson), 346 B.R. 190, 195 (B.A.P. 9th Cir. 2006).

7. 15-25781-A-12 GLORIA AVILA — MOTION TO CONFIRM PLAN 10-15-15 [18]
TOG-3

Tentative Ruling: The motion will be granted.

After the hearing on this motion was continued from December 28, 2015 to February 1, 2016, the debtor filed an amended plan. Docket 35. That plan contains a single secured claim, held by Wilmington, and no unsecured claims.

As Wilmington and the debtor have entered into a stipulation with regard to the debtor's plan, the debtor's chapter 12 plan will be confirmed as modified by the stipulation. Docket 40.

8. 14-31684-A-7 HUGO/CLAUDIA LOPEZ — MOTION TO REOPEN CASE 10-16-15 [21]

Tentative Ruling: None. Appearance by the debtors is required.

The debtors filed a motion for reopening of the case and for waiver of the reopening fee. Dockets 21 & 22. The court denied waiver of the reopening fee but set a hearing, construing the debtors' motion also to be asking to vacate the December 30, 2014 dismissal of the case. Dockets 23 & 24.

The court will reopen the case solely to consider vacating the December 30, 2014 dismissal of the case.

9. 14-28885-A-7 REGINALD DAZO — MOTION TO AVOID JUDICIAL LIEN 2-11-16 [37]
CJY-2
VS. KELKRIS ASSOCIATES, INC.

Tentative Ruling: The motion will be denied without prejudice.

A judgment was entered against the debtor in favor of Kelkris Associates, Inc. for the sum of $10,815.80 on May 16, 2014. The abstract of judgment was recorded with Solano County on June 26, 2014. That lien attached to the debtor's residential real property in Suisun City, California. The debtor is asking the court to avoid the lien.

The subject real property had an approximate value of $330,607.98 as of the petition date. Dockets 39 & 1. The unavoidable liens totaled $286,215.96 on that same date, consisting of a single mortgage in favor of Wells Fargo Home Mortgage. Dockets 39 & 1. The debtor claimed an exemption pursuant to Cal.

Civ. Proc. Code § 704.730 in the amount of $75,000 in Schedule C. Dockets 39, 11, 13.

However, the motion will be denied because the debtor amended his Schedule C on October 3, 2014 and once again on October 13, 2014, adding an exemption in the subject property, but he did not serve the Amended Schedule C with the added exemption claim on any of the creditors, informing them of the added exemption. Dockets 11 & 13. Although the first Amended Schedule C (Docket 11) was served on the trustee, it has not been served on the creditors. Docket 12. Parties in interest - including creditors - have 30 days from an exemption amendment to object to any added or altered exemptions. Fed. R. Bankr. P. 4003(b)(1). Because the debtor has not afforded all parties in interest such an opportunity, the motion will be denied.

FINAL RULINGS BEGIN HERE

10. 15-28509-A-7 RICHARD/MYRNA THOMAS — MOTION FOR RELIEF FROM AUTOMATIC STAY
AP-1 — 1-21-16 [21]
BANK OF AMERICA, N.A. VS.

Final Ruling: This motion for relief from the automatic stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the debtor and the trustee, to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered as consent to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument.

The motion will be granted in part and dismissed as moot in part.

The movant, Bank of America, seeks relief from the automatic stay as to a real property in Citrus Heights, California.

Given the entry of the debtor's discharge on February 17, 2016, the automatic stay has expired as to the debtor and any interest the debtor may have in the property. See 11 U.S.C. § 362(c). Hence, as to the debtor, the motion will be dismissed as moot.

As to the estate, the analysis is different. The property has a value of $274,155 and it is encumbered by claims totaling approximately $326,434. The movant's deed is in first priority position and secures a claim of approximately $237,531.

The court concludes that there is no equity in the property and there is no evidence that it is necessary to a reorganization or that the trustee can administer it for the benefit of creditors.

Thus, the motion will be granted as to the estate pursuant to 11 U.S.C. § 362(d)(2) to permit the movant to conduct a nonjudicial foreclosure sale and to obtain possession of the subject property following sale. No other relief is awarded.

The court determines that this bankruptcy proceeding has been finalized for purposes of Cal. Civil Code § 2923.5 and the enforcement of the note and deed of trust described in the motion against the subject real property. Further, upon entry of the order granting relief from the automatic stay, the movant and its successors, assigns, principals, and agents shall comply with Cal. Civil Code § 2923.52 et seq., the California Foreclosure Prevention Act, to the extent it is otherwise applicable.

The loan documentation contains an attorney's fee provision and the movant is an over-secured creditor. The motion demands payment of fees and costs. The court concludes that a similarly situated creditor would have filed this motion. Under these circumstances, the movant is entitled to recover reasonable fees and costs incurred in connection with prosecuting this motion. See 11 U.S.C. § 506(b). See also Kord Enterprises II v. California Commerce Bank (In re Kord Enterprises II), 139 F.3d 684, 689 (9th Cir. 1998).

Therefore, the movant shall file and serve a separate motion seeking an award of fees and costs. The motion for fees and costs must be filed and served no later than 14 days after the conclusion of the hearing on the underlying motion. If not filed and served within this deadline, or if the movant does not intend to seek fees and costs, the court denies all fees and costs. The order granting the underlying motion shall provide that fees and costs are denied. If denied, the movant and its agents are barred in all events from recovering any fees and costs incurred in connection with the prosecution of the motion.

If a motion for fees and costs is filed, it shall be set for hearing pursuant to Local Bankruptcy Rule 9014-1(f)(1) or (f)(2). It shall be served on the debtor, the debtor's attorney, the trustee, and the United States Trustee. Any motion shall be supported by a declaration explaining the work performed in connection with the motion, the name of the person performing the services and a brief description of that person's relevant professional background, the amount of time billed for the work, the rate charged, and the costs incurred. If fees or costs are being shared, split, or otherwise paid to any person who is not a member, partner, or regular associate of counsel of record for the movant, the declaration shall identify those person(s) and disclose the terms of the arrangement with them.

Alternatively, if the debtor will stipulate to an award of fees and costs not to exceed $750, the court will award such amount. The stipulation of the debtor may be indicated by the debtor's signature, or the debtor's attorney's signature, on the order granting the motion and providing for an award of $750.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will not be waived. That period, however, shall run concurrently with the 7-day period specified in Cal. Civ. Code § 2924g(d) to the extent section 2924g(d) is applicable to orders terminating the automatic stay.

11.	12-28413-A-7 GJH-2	F. RODGERS CORPORATION	MOTION TO APPROVE COMPENSATION OF TRUSTEE'S ATTORNEY 1-29-16 [868]

Final Ruling: This motion has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the creditors, the debtor, the trustee, the U.S. Trustee, and any other party in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered as consent to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument.

The motion will be granted.

Hughes Law Corporation, special counsel for the estate, has filed its first and final motion for approval of compensation. The requested compensation consists of $125,000 in fees and $788.34 in expenses, for a total of $125,788.34. The compensation relates to services provided in litigation between the estate, on one hand, and GE Commercial Finance Business Property Corporation, General Electric Credit Equities Inc. and Bear Properties, L.L.C., on the other hand,

resolving pending avoidance claims, involving $2.8 million in transfers, against the GE entities.

The claims were precipitated by debtor's transfer of $2.8 million to GE Commercial Finance, toward the purchase price of a building financed by GE. The building was not purchased by the debtor; it was purchased by a related entity, Bear Properties, L.L.C.

The services cover the period from January 14, 2014 through the present. The movant's employment as special counsel for the estate was approved on February 20, 2014. Docket 593. The requested compensation is based on a 25% contingency fee arrangement.

11 U.S.C. § 330(a)(1)(A)&(B) permits approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person" and "reimbursement for actual, necessary expenses."

The movant's services consisted, without limitation, of: investigating the debtor's transfers, examining documents associated with the transaction, preparing and filing complaint, responding to a motion to dismiss, reviewing pleadings and attending court hearings, negotiating settlement agreement and obtaining court approval of the settlement.

The court concludes that the compensation is for actual and necessary services rendered in the administration of this estate. The requested compensation will be approved.

12. 15-26013-A-7 ROBERT BALLANTYNE — MOTION TO AVOID JUDICIAL LIEN
MOH-3
VS. CITIBANK, N.A. — 12-29-15 [34]

Final Ruling: This motion has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent creditor and any other party in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered as consent to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument.

The motion will be granted.

A judgment was entered against the debtor in favor of Citibank for the sum of $6,673.16 on November 2, 2011. The abstract of judgment was recorded with Butte County on December 5, 2011. That lien attached to the debtor's residential real property in Chico, California.

The motion will be granted pursuant to 11 U.S.C. § 522(f)(1)(A). The subject real property had an approximate value of $159,233 as of the petition date. Docket 36. The unavoidable liens totaled $0.00 on that same date. Docket 1, Schedule D; Docket 36. The debtor claimed an exemption pursuant to Cal. Civ. Proc. Code § 704.730 in the amount of $175,000 in Schedule C. Dockets 16 & 36.

The respondent holds a judicial lien created by the recordation of an abstract of judgment in the chain of title of the subject real property. After

application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is no equity to support the judicial lien. Therefore, the fixing of this judicial lien impairs the debtor's exemption of the real property and its fixing will be avoided subject to 11 U.S.C. § 349(b)(1)(B).

13. 15-24932-A-7 DONNA DENTON — MOTION TO REDEEM
KMT-1 — 1-25-16 [31]

Final Ruling: The hearing on this motion will be continued to April 25, 2016 at 10:00 a.m. in order for the parties to finalize a settlement agreement. See Docket 44.

14. 15-28238-A-7 DAVID/LEANN DOANE — MOTION TO APPROVE COMPROMISE
DMW-1 — 1-28-16 [28]

Final Ruling: This motion has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, and any other party in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered as consent to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument.

The motion will be granted.

The trustee requests approval of a settlement agreement between the estate and the debtors, resolving the estate's interest in $8,640 of receivables generated by the debtors' business, Gold Coast Abstract.

Under the terms of the compromise, the debtors will pay $3,999.96 to the estate in 12 monthly payments of $333.33, in full satisfaction of the estate's interest in the receivables.

On a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Fed. R. Bankr. P. 9019. Approval of a compromise must be based upon considerations of fairness and equity. In re A & C Properties, 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: 1) the probability of success in the litigation; 2) the difficulties, if any, to be encountered in the matter of collection; 3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and 4) the paramount interest of the creditors with a proper deference to their reasonable views. In re Woodson, 839 F.2d 610, 620 (9th Cir. 1988).

The court concludes that the Woodson factors balance in favor of approving the compromise. That is, given the inherent costs, risks, delay and inconvenience of collecting the receivables and given the contrasting certainty of the estate receiving $3,999.96 on account of the receivables, the settlement is equitable and fair.

Therefore, the court concludes the compromise to be in the best interests of the creditors and the estate. The court may give weight to the opinions of the

trustee, the parties, and their attorneys. In re Blair, 538 F.2d 849, 851 (9th Cir. 1976). Furthermore, the law favors compromise and not litigation for its own sake. Id. Accordingly, the motion will be granted.

15. 15-29841-A-7 MARIE GUAZON — MOTION FOR RELIEF FROM AUTOMATIC STAY
ADR-1
WILLIAM CHUA VS. — 1-25-16 [28]

Final Ruling: This motion for relief from the automatic stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the debtor and the trustee, to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered as consent to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument.

The motion will be granted.

The movant, William Chua, seeks relief from the automatic stay as to real property in Manteca, California.

The movant is the legal owner of the property and the debtor leased it from the movant. The debtor defaulted under the lease agreement in July 2015. After commencing an unlawful detainer action against the debtor, the movant obtained a judgment for possession of the property, on November 13, 2015. The movant also obtained a writ for possession. Docket 30. The debtor filed this bankruptcy case on December 28, 2015.

This is a liquidation proceeding and the debtor has no ownership interest in the property as the movant is the legal owner of it. And, even though the debtor claims to be a tenant at the property, she has defaulted under the lease agreement by failing to pay the rent due from July 2015 onward.

Moreover, the debtor's tenancy interest in the property terminated pre-petition. The movant obtained a judgment for possession of the property pre-petition, on November 2, 2015. See In re Windmill Farms, Inc., 841 F.2d 1467, 1470 (9th Cir. 1988) (noting that a tenancy interest in property terminates as early as expiration of the three-day notice to pay or quit); In re Smith, 105 B.R. 50, 53 (Bankr. C.D. Cal. 1989).

This is cause for the granting of relief from stay. Accordingly, the motion will be granted for cause pursuant to 11 U.S.C. § 362(d)(1) to permit the movant to exercise its state law remedies in accordance with the orders and judgments of the state court in the unlawful detainer action.

No monetary claim may be collected from the debtor or the estate. The movant is limited to recovering possession of the property to the extent permitted by the state court. No other relief will be awarded.

No fees and costs will be awarded because the movant is not an over-secured creditor. See 11 U.S.C. § 506.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be waived.

16. 11-42346-A-7 ERNEST BEZLEY
HCS-6
VS. GEORGE REED, INC.

OBJECTION TO
CLAIM
1-15-16 [280]

Final Ruling: The objection will be dismissed without prejudice because service of the objection did not comply with Fed. R. Bankr. P. 7004(b)(3), which requires service "Upon a domestic or foreign corporation or upon a partnership or other unincorporated association . . . to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process and, if the agent is one authorized by statute to receive service and the statute so requires, by also mailing a copy to the defendant."

The debtor served the motion on George Reed, Inc. without addressing it "to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process." Docket 284.

In addition, the objection was not served on the respondent creditor at the address listed on the proof of claim, a post office box address. Id.; POC 6-1.

17. 14-24449-A-7 ROBERT/KATHLEEN BRANSON
EAT-1
WELLS FARGO BANK, N.A. VS.

MOTION FOR
RELIEF FROM AUTOMATIC STAY
7-28-15 [71]

Final Ruling: The hearing on this motion has been continued to April 11, 2016 at 10:00 a.m.

18. 11-40155-A-7 DWIGHT BENNETT
SMD-3

MOTION TO
APPROVE COMPENSATION OF ACCOUNTANT
1-29-16 [318]

Final Ruling: This motion has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the creditors, the debtor, the trustee, the U.S. Trustee, and any other party in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered as consent to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument.

The motion will be granted.

Gabrielson & Company, accountant for the estate, has filed its first and final application for approval of compensation. The requested compensation consists of $1,760.50 in fees and $87.67 in expenses, for a total of $1,848.17. This motion covers the period from July 10, 2015 through January 28, 2016. The court approved the movant's employment as the estate's accountant on July 21, 2015. In performing its services, the movant charged hourly rates of $345 and 365.

11 U.S.C. § 330(a)(1)(A)&(B) permits approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person" and "reimbursement for actual, necessary expenses." The movant's services included

the preparation of estate tax returns.

The court concludes that the compensation is for actual and necessary services rendered in the administration of this estate. The compensation will be approved.

19. 16-20066-A-7 VANESSA NAGY — MOTION FOR RELIEF FROM AUTOMATIC STAY
APN-1 — 1-28-16 [11]
SANTANDER CONSUMER USA, INC. VS.

Final Ruling: This motion for relief from the automatic stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the debtor and the trustee, to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered as consent to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument.

The motion will be granted.

The movant, Santander Consumer U.S.A., seeks relief from the automatic stay with respect to a 2010 Honda Civic. The movant has produced some evidence that the vehicle has a value of $10,775 and its secured claim is approximately $20,445. Docket 13.

The court concludes that there is no equity in the vehicle and no evidence exists that it is necessary to a reorganization or that the trustee can administer it for the benefit of the creditors. The court also notes that the trustee filed a report of no distribution on February 11, 2016. And, the movant already has possession of the vehicle.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(2) to permit the movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

Because the movant has not established that the value of its collateral exceeds the amount of its secured claim, the court awards no fees and costs in connection with the movant's secured claim as a result of the filing and prosecution of this motion. 11 U.S.C. § 506(b).

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived due to the fact that the movant has possession of the vehicle and it is depreciating in value.

20. 15-28478-A-7 ANGEL PEREZ AND JUANA JIMENEZ — MOTION TO VALUE COLLATERAL
TOG-1 — 11-16-15 [17]
VS. WELLS FARGO BANK, N.A.

Final Ruling: The hearing on the motion will be heard on February 29, 2016 at 1:30 p.m. Docket 37.

21. 15-27197-A-7 ROBERT/KAREN WICKHAM — MOTION TO COMPEL ABANDONMENT
MET-1 — 1-21-16 [23]

Final Ruling: This motion has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the creditors, the trustee, the U.S. Trustee, and any other party in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered as consent to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument.

The motion will be granted.

The debtors seek an order compelling the trustee to abandon the estate's interest in their real property in Sutter, California. The entire equity in the property is exempt.

11 U.S.C. § 554(b) provides that on request of a party in interest and after notice and a hearing, the court may order the trustee to abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.

The debtors opine that the property has a value of $255,000. The property is encumbered by a single mortgage in favor of Provident Funding in the amount of $164,870. The debtors have exempted $90,130 in the property pursuant to Cal. Code Civ. Proc. § 704.730.

Given the scheduled value of the property, its encumbrances and the exemption claim, the court concludes that the property is of inconsequential value to the estate. The motion will be granted.

22. 13-20898-A-7 CORNEL/TINA VANCEA — MOTION FOR RELIEF FROM AUTOMATIC STAY
BHT-1 — 1-22-16 [228]
WILMINGTON TRUST, N.A. VS.

Final Ruling: This motion for relief from the automatic stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the debtor and the trustee, to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(ii) is considered as consent to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument.

The motion will be granted in part and dismissed as moot in part.

The movant, Wilmington Trust, seeks relief from the automatic stay as to a real property in Orangevale, California.

Given the entry of the debtor's discharge on August 16, 2013, the automatic stay has expired as to the debtor and any interest the debtor may have in the

property. See 11 U.S.C. § 362(c). Hence, as to the debtor, the motion will be dismissed as moot.

As to the estate, the analysis is different. The property has a value of $515,000 and it is encumbered by claims totaling approximately $926,875. The movant's deed is in first priority position and secures a claim of approximately $722,688.

The court concludes that there is no equity in the property and there is no evidence that it is necessary to a reorganization or that the trustee can administer it for the benefit of creditors.

Thus, the motion will be granted as to the estate pursuant to 11 U.S.C. § 362(d)(2) to permit the movant to conduct a nonjudicial foreclosure sale and to obtain possession of the subject property following sale. No other relief is awarded.

The court determines that this bankruptcy proceeding has been finalized for purposes of Cal. Civil Code § 2923.5 and the enforcement of the note and deed of trust described in the motion against the subject real property. Further, upon entry of the order granting relief from the automatic stay, the movant and its successors, assigns, principals, and agents shall comply with Cal. Civil Code § 2923.52 et seq., the California Foreclosure Prevention Act, to the extent it is otherwise applicable.

Because the movant has not established that the value of its collateral exceeds the amount of its secured claim, the court awards no fees and costs in connection with the movant's secured claim as a result of the filing and prosecution of this motion. 11 U.S.C. § 506(b).

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will not be waived. That period, however, shall run concurrently with the 7-day period specified in Cal. Civ. Code § 2924g(d) to the extent section 2924g(d) is applicable to orders terminating the automatic stay.