UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Michael S. McManus
Bankruptcy Judge
Sacramento, California

March 26, 2018 at 10:00 a.m.

No written opposition has been filed to the following motions set for argument on this calendar: 1, 3, 4, 5, 6, 8. When Judge McManus convenes court, he will ask whether anyone wishes to oppose one of these motions or objects to the tentative ruling. If you wish to oppose the motion or otherwise be heard, please so advise Judge McManus. Please do not identify yourself or explain the nature of your opposition. If anyone wishes to be heard, the motion will remain on calendar and Judge McManus will hear from you when he calls the motion for argument.

If no one indicates they oppose the motion or object to the proposed 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 APRIL 23, 2018 AT 10:00 A.M. OPPOSITION MUST BE FILED AND SERVED BY APRIL 9, 2018, AND ANY REPLY MUST BE FILED AND SERVED BY APRIL 16, 2018. 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. 17-21036-A-7 ROSS TYE
HSM-2

MOTION TO APPROVE COMPENSATION OF TRUSTEE'S ATTORNEY
2-26-18 [54]

Tentative Ruling: The motion will be granted.

Hefner, Stark & Marois, attorney for the trustee, has filed its first and final motion for approval of compensation. The requested compensation consists of $9,424 in fees and $30.00 in expenses, for a total of $9,454. This motion covers the period from March 16, 2017 through March 26, 2018. The court approved the movant's employment as the trustee's attorney on March 28, 2017. In performing its services, the movant charged hourly rates of $340, $400, and $420.

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, without limitation: (1) analyzing and advising the trustee about tax refunds, a partnership interest, a real property, and assets embroiled in a marital dissolution, (2) negotiating potential purchase of non-exempt assets by the debtor, (3) reviewing claims, (4) communicating with creditors, including counsel for Logtale, about its claim, (5) assisting the trustee with the general administration of the estate, and (6) preparing and filing employment and compensation motions.

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.

2. 18-20956-A-7 JOHN/CAROLYN HANNESSON
SLH-2
VS. ARNOLD J. WOLF

MOTION TO AVOID JUDICIAL LIEN
2-23-18 [14]

Tentative Ruling: The motion will be denied without prejudice.

A renewed judgment was entered against the debtor John Hannesson in favor of Arnold Wolf for the sum of $22,127 on July 11, 2003. The original judgment was obtained on October 5, 2000. The abstract of the renewed judgment was recorded with San Joaquin County on February 22, 2005. That lien attached to the debtor's interest in a residential real property in Lodi, California. The debtor is seeking to avoid the lien pursuant to 11 U.S.C. § 522(f)(1).

Mr. Wolf objects to the motion contending that:

(1) the claimed exemption under Cal. Civ. Pro. Code § 704.950 is improper because the debtor did not record a homestead exemption declaration prior to the issuance of the abstract of the October 5, 2000 judgment, on August 14, 2001;

(2) Mr. Wolf's judicial lien has priority over the Roundpoint Mortgage first deed of trust on the property; and

(3) The debtor has not provided sufficient evidence about the claimed $269,437 mortgage claim of RoundPoint.

Debtors' rights to avoid a judicial lien on exemption-impairment grounds is determined as of the petition date. In re Chiu, 266 B.R. 743, 751 (B.A.P. 9th Cir. 2001) (citing In re Dodge, 138 B.R. 602, 607 (Bankr. E.D. Cal. 1992)); see also In re Kim, 257 B.R. 680, 685 (B.A.P. 9th Cir. 2000).

The subject real property had an approximate value of $433,992 as of the petition date. The evidence of this is in the debtor's supporting declaration. Docket 16 at 2.

The motion asserts that the unavoidable lien, consisting of a single mortgage in favor of RoundPoint Mortgage, totaled $269,437 on the petition date.

While the judicial lien may have been recorded prior to the unavoidable lien of RoundPoint, this is irrelevant. The issue is which secured claims are avoidable and which are unavoidable for purposes of section 522(f). In this case, the subject lien is avoidable, as it is a judicial lien as prescribed by section 522(f)(1)(A). On the other hand, the claim of RoundPoint is not avoidable, as it is a voluntary secured claim.

Notwithstanding this, the motion will be denied. The court has no evidence in the record of the amount owed to RoundPoint on the petition date. The only supporting declaration to the motion says nothing on this point. See Docket 16. And, Schedule D is not evidence of RoundPoint's loan amount. It is at best inadmissible hearsay. Fed. R. Evid. 802.

Further, the claimed exemption under Cal. Civ. Pro. Code § 704.950 is not applicable. Cal. Civ. Pro. Code § 704.950, which implicates only the debtor's declared homestead exemption rights under Article 5 (and not Article 4) of California's exemption scheme, provides that:

"*(a) Except as provided in subdivisions (b) and (c), a judgment lien on real property created pursuant to Article 2 (commencing with Section 697.310) of Chapter 2 does not attach to a declared homestead if both of the following requirements are satisfied:*

"*(1) A homestead declaration describing the declared homestead was recorded prior to the time the abstract or certified copy of the judgment was recorded to create the judgment lien.*

"*(2) The homestead declaration names the judgment debtor or the spouse of the judgment debtor as a declared homestead owner.*

"*(b) This section does not apply to a judgment lien created under Section 697.320 by recording a certified copy of a judgment for child, family, or spousal support.*

"*(c) A judgment lien attaches to a declared homestead in the amount of any surplus over the total of the following:*

"*(1) All liens and encumbrances on the declared homestead at the time the abstract of judgment or certified copy of the judgment is recorded to create the judgment lien.*

"*(2) The homestead exemption set forth in Section 704.730.*"

"*In California, a homestead exemption may be asserted two ways. First, a declaration of homestead may be recorded. (Code Civ. Pro., § 704.920.) A*

recorded homestead protects the property from execution by certain creditors to the extent of the amount of the homestead exemption. (In re Mulch (Bankr. N.D. Cal. 1995) 182 B.R. 569, 572 [applying California homestead exemption].) Because many California debtors failed to file homestead exemptions, the legislature in 1974 enacted legislation which created an "automatic" homestead exemption.[] (Code Civ. Pro., § 704.720.) This exemption need not be memorialized in a recorded homestead declaration in order to be effective. 'The automatic homestead exemption is available when a party has continuously resided in a dwelling from the time that a creditors' lien attaches until a court's determination in the forced sale process that the exemption does not apply.' (In re Mulch, supra, at p. 572; Webb v. Trippet (1991) 235 Cal. App. 3d 647, 651, 286 Cal. Rptr. 742.)

"*As noted in In re Mulch, the two exemptions are distinct protections and they operate differently. The declared homestead provides greater rights than the automatic homestead. The declared homestead provides protection from a voluntary sale; judgment liens only attach to the equity in excess of consensual liens; and the protections of the declared homestead survive the death of the homestead owner. The proceeds from a voluntary sale may be reinvested within six months, thus allowing the debtor to invest in another residence. (In re Mulch, supra, 182 B.R. at p. 573.) On the other hand, the automatic homestead only entitles the debtor to protection from a forced execution sale.*"

Amin v. Khazindar, 112 Cal. App. 4th 582, 588-89 (2003).

"*The Ninth Circuit Court of Appeals has determined that a debtor is not automatically entitled to the protections provided in the Article 4 automatic homestead exemption [(Cal. Civ. Pro. Code §§ 704.710 et al.)] upon showing a valid declaration of homestead under Article 5 [(Cal. Civ. Pro. Code §§ 704.910 et al.)]. Understanding this distinction is imperative, as the Article 4 exemption protections are applicable in a forced sale context (as here, where Debtor has filed his bankruptcy petition)—whereas the Article 5 protections only apply in voluntary sales.*"

Kelley v. Locke (In re Kelley), 300 B.R. 11, 19 (B.A.P. 9th Cir. 2003) (citing Redwood Empire Prod. Credit Ass'n v. Anderson (In re Anderson), 824 F.2d 754, 757-59 (9th Cir. 1987)).

"*[T]he Court of Appeals indicated that the recording of a declaration of homestead does not automatically entitle the debtor to the homestead exemption set forth in CCP § 704.730. A debtor must first qualify for the automatic homestead prior to obtaining the additional benefits of the declared homestead exemption.*"

In re Pham, 177 B.R. 914, 917, 918 (Bankr. C.D. Cal. 1994) (citing to Anderson, 824 F.2d at 758-59 (9th Cir. 1987)).

"*Section 704.730 merely states the amount of the homestead available under Article 4. By its terms the section neither confers benefits on homeowners nor sets forth requirements for entitlement to the automatic dwelling exemption. Thus, the recording of a declaration of homestead of a judgment debtor does not mean that the debtor is automatically entitled to the homestead exemption set forth in Cal.Civ.Pro.Code § 704.730.*"

Anderson, 824 F.2d at 758-59 (9th Cir. 1987).

"*Katz places great significance on his lien status in a voluntary sale context, but such status is irrelevant to this chapter 7 case and lien avoidance proceeding. This is because the filing of a bankruptcy petition is the functional equivalent of a forced or involuntary sale under California law, thus allowing a claiming debtor to have the rights, benefits and protections of the automatic homestead provisions.*"

Katz v. Pike (In re Pike), 243 B.R. 66, 70 (B.A.P. 9th Cir. 1999) (citing In re Mayer, 167 B.R. 186, 189 (B.A.P. 9th Cir. 1994); In re Herman, 120 B.R. 127, 131-32 (B.A.P. 9th Cir. 1990); In re Cole, 93 B.R. 707 (B.A.P. 9th Cir. 1988)); see Redwood Empire Prod. Credit Ass'n v. Anderson (In re Anderson), 824 F.2d 754, 757-59 (9th Cir. 1987).

The motion will be denied because the Cal. Civ. Pro. Code § 704.950 exemption applies only in the voluntary sale context and this bankruptcy proceeding does not involve a voluntary sale. The filing of this bankruptcy case by the debtor is tantamount to an involuntary or forced sale of the property. The debtor must claim an exemption that applies to involuntary or forced sales. Such exemptions are found only in Article 4 of California's exemption scheme.

More, even if Cal. Civ. Pro. Code § 704.950 applies in bankruptcy, the exemption implicates a declaration of homestead.

The declared homestead exemption requires that a party record a declaration stating that the residence is the "principal dwelling" of the declarant or his or her spouse. Cal. Civ. Pro. Code §§ 704.920, 704.930(a)(3); Stohlman & Rogers, Inc. v. Anderson (In re Anderson), Case Nos. NC-05-1384-BPaA, 05-10433, WL 6810946, at *2 (B.A.P. 9th Cir. Aug. 9, 2006).

However, the court does not have any evidence in the record of a declared homestead from the debtor. The debtor's supporting declaration does not state whether and when the debtor declared the property as his homestead. The timing of the declaration is important because even if the debtor had declared the property as his homestead, that would protect him only against subsequent judicial liens. Judicial liens recorded prior to the homestead declaration would not be affected by the homestead declaration. Cal. Civ. Pro. Code § 704.950(a)(1).

As the subject exemption is improperly claimed, it cannot be allowed and the court cannot avoid the lien because it does not impair a valid exemption. The motion will be denied without prejudice.

3. 17-21973-A-7 JOSE/MARIA PIMENTEL — MOTION FOR RELIEF FROM AUTOMATIC STAY
JLG-3 — 2-26-18 [130]
BANK OF STOCKTON VS.

Tentative Ruling: The motion will be dismissed as moot.

Movant, Bank of Stockton, seeks relief from the automatic stay with respect to real property located at 21102 S. Lammers Road in Tracy, California. Movant alleges that cause exists to grant the motion given that debtors have failed to make eleven post-petition payment, the property lacks sufficient equity to protect movant's interest, and this is the debtors' third bankruptcy filing since August of 2014.

Given the entry of the debtors' discharge on October 17, 2017, the automatic stay has expired as to the debtors and any interest the debtors may have in the

property. See 11 U.S.C. § 362(c). Thus, the motion is dismissed as to the debtors.

Given the trustee's motion to abandon the subject property (docket 137), which will be heard concurrently with this motion and granted, the property is no longer property of the estate. Accordingly, the automatic stay has expired as to the estate and any interest the estate may have in the property. See 11 U.S.C. § 362(c). Thus, the motion is dismissed as to the estate.

The motion is dismissed as moot.

The 10-day stay of Fed. R. Bankr. P. 4001(a)(3) is not waived.

4. 17-21973-A-7 JOSE/MARIA PIMENTEL — MOTION TO ABANDON
SSA-6 — 3-12-18 [137]

Tentative Ruling: Because less than 28 days' notice of the hearing was given by the trustee, this motion is deemed brought pursuant to Local Bankruptcy Rule 9014-1(f)(2). Consequently, the creditors, the debtor, 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 offer 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 trustee wishes to abandon the estate's interest in a real property in Tracy, California. The property is over-encumbered.

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

The property has an approximate value of $650,000, whereas its encumbrances total approximately $698,624.17, a mortgage for $510,805.17 in favor of Bank of Stockton, a county property tax lien for $27,819, a judgment lien for $60,000, and a homestead exemption for $100,000. Given this, the court concludes that the property is of inconsequential value to the estate. The motion will be granted.

5. 18-20183-A-7 JAMES WEDDLE — MOTION FOR RELIEF FROM AUTOMATIC STAY
CJO-1 — 2-28-18 [15]
THE BANK OF NEW YORK MELLON VS.

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, The Bank of New York Mellon, seeks relief from the automatic stay as to a real property in Antelope, California. The property has a value of $270,000, and it is encumbered by claims totaling approximately $316,698. The movant's deed is in first priority position and secures a claim of approximately $263,217.

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. The court also notes that the trustee filed a report of no distribution on February 21, 2018.

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.

6. 17-22988-A-7 BRIAN ANDERSON — MOTION TO APPROVE COMPENSATION OF CHAPTER 7 TRUSTEE
KJH-3 — 2-28-18 [77]

Tentative Ruling: Because less than 28 days' notice of the hearing was given by the trustee's counsel, this motion is deemed brought pursuant to Local Bankruptcy Rule 9014-1(f)(2). Consequently, the 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 chapter 7 trustee, Kimberly Husted, has filed first and final motion for approval of compensation. The requested compensation consists of $11,659.80 in fees and $814.24 in expenses, for a total of $12,474.04. The services for the sought compensation were provided from May 1, 2017 through the present. The sought compensation represents 51.7 hours of services.

The court is satisfied that the requested compensation does not exceed the cap of section 326(a).

The movant will make or has made $168,195.91 in distributions to creditors. This means that the cap under section 326(a) on the movant's compensation is $11,659.80,($1,250 (25% of the first $5,000) + $4,500 (10% of the next $45,000) + $8,800 (5% of the next $950,000 ($5,909.80)) + $0.00 (3% on anything above $1 million). Hence, the requested trustee fees of $11,659.80 do not exceed the cap of section 326(a).

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."

"[A]bsent extraordinary circumstances, chapter 7, 12 and 13 trustee fees should be presumed reasonable if they are requested at the statutory rate. Congress would not have set commission rates for bankruptcy trustees in §§ 326 and 330(a)(7), and taken them out of the considerations set forth in § 330(a)(3), unless it considered them reasonable in most instances. Thus, absent extraordinary circumstances, bankruptcy courts should approve chapter 7, 12 and 13 trustee fees without any significant additional review."

Hopkins v. Asset Acceptance LLC (In re Salgado-Nava), 473 B.R. 911, 921 (B.A.P. 9th Cir. 2012).

The movant's services did not involve extraordinary circumstances and included, without limitation:

(1) reviewing petition documents and analyzing assets,

(2) conducting the meeting of creditors,

(3) evaluating the debtor's interest in real property,

(4) employing professionals to assist the trustee with the administration of the estate,

(5) communicating with the estate's professionals about various issues,

(6) reviewing claims,

(7) reviewing various pleadings and documents,

(8) addressing tax issues,

(9) preparing final report, and

(10) preparing compensation motion.

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

7. 17-21995-A-7 JASVINDER CHAHAL — MOTION FOR ADMINISTRATIVE EXPENSES
SCB-16 — 2-26-18 [179]

Tentative Ruling: The motion will be denied without prejudice.

The trustee moves for the allowance and payment of $20,000 in post-petition rent and $3,785.62 in property taxes, as administrative expense claims, for the rent of a truck yard in Stockton, California, where the estate stored personal property (principally vehicles) prior to the court's authorization of sale of that property. The landlord is J.B. and Bonnie Phillips as trustees of the Phillips Charitable Remainder Trust Dated 12/18/15. The rent represents four rent payments for four months, from March 27, 2017 through August 2, 2017, at the rate of $5,000 a month.

11 U.S.C. § 503(b) provides that after notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including- (1) (A) the actual, necessary costs and expenses of preserving the estate.

The debtor filed this chapter 7 case on March 27, 2017. The property sold by the trustee was not removed from the truck yard until July 12, 2017, well into the fourth month post-petition.

The storage of the estate's assets until their sale and removal benefitted the estate and the estate's creditors because it gave time to the trustee to market and sell the assets, generating proceeds for distribution to creditors of the estate. See Docket 112.

Nevertheless, the motion will be denied. The motion does not indicate the amount generated from the sale of the assets at the truck yard and whether the estate has sufficient funds to pay the proposed administrative expense rent.

Further, with respect to the property taxes, the motion does not give the basis for the landlord's entitlement to the property taxes. For instance, the lease is not in the record and the sole supporting declaration does not say whether or not the lease is a triple net lease.

Nor does the motion indicate that the property taxes in question were incurred post-petition. The motion does indicate that the landlord filed a proof of claim including $3,785.62 in pre-petition property taxes – the same amount in taxes sought in this motion. Pre-petition property taxes cannot be an administrative claim.

FINAL RULINGS BEGIN HERE

8. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-1
VS. BMW BANK OF NORTH AMERICA — 12-12-17 [21]

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 166.

9. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-10
VS. FORD MOTOR CREDIT COMPANY, L.L.C. — 12-12-17 [66]

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 175.

10. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-11
VS. PORTFOLIO RECOVERY ASSOC., L.L.C. — 12-12-17 [71]

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 176.

11. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-12
VS. TRACY FEDERAL CREDIT UNION — 12-12-17 [76]

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 177.

12. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-2
VS. SAN JOAQUIN TREASURER & TAX COLLECTOR — 12-12-17 [26]

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 167.

13. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-3
VS. FORD MOTOR CREDIT COMPANY, L.L.C. — 12-12-17 [31]

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 168.

14. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-4
VS. FORD MOTOR CREDIT COMPANY — 12-12-17 [36]

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 169.

15. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-5
VS. PORTFOLIO RECOVERY ASSOCIATES, L.L.C. — 12-12-17 [41]

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 170.

16. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-6 — 12-12-17 [46]
VS. TRACY FEDERAL CREDIT UNION

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 171.

17. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-7 — 12-12-17 [51]
VS. BMW BANK OF NORTH AMERICA

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 172.

18. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-8 — 12-12-17 [56]
VS. SAN JOAQUIN TREASURER & TAX COLLECTOR

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 173.

19. 17-26202-A-7 WILLIAM/FRAYBA TIPTON — MOTION TO AVOID JUDICIAL LIEN
PSB-9 — 12-12-17 [61]
VS. FORD MOTOR CREDIT COMPANY

Final Ruling: The hearing on this motion was continued to April 23, 2018 at 10:00 a.m. Docket 174.

20. 17-22622-A-7 FRED HIBDON — MOTION TO SELL
DMW-4 — 2-22-18 [40]

Final Ruling: The motion will be dismissed without prejudice because there is no notice of hearing associated with the motion. The pleading docketed as a notice of hearing is another copy of the movant's motion. See Dockets 40 & 41. Neither the motion nor the "notice" include the information required by Local Bankruptcy Rule 9014-1(d)(2) and (3).

21. 18-20430-A-7 THOMAS/RITAMARIE CARTER — MOTION FOR RELIEF FROM AUTOMATIC STAY
APN-1 — 2-15-18 [10]
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 be dismissing the motion as moot, 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 dismissed as moot but the absence of the automatic stay will be confirmed.

The movant, Santander Consumer U.S.A., seeks relief from the automatic stay as

to a 2013 Kia Sportage vehicle.

11 U.S.C. § 362(c)(3)(A) provides that if a single or joint case is filed by or against a debtor who is an individual in a case under chapter 7, 11, or 13, and if a single or joint case of the debtor was pending within the preceding one-year period but was dismissed, other than a case refiled under a chapter other than chapter 7 (13 or 11) after dismissal under section 707(b), the automatic stay with respect to a debt, property securing such debt, or any lease terminates on the 30th day after the filing of the new case. Section 362(c)(3)(B) allows any party in interest to file a motion requesting the continuation of the stay.

On December 20, 2017, the debtors filed a chapter 7 case (case no. 17-28242). But, the court dismissed that case on January 8, 2018 due to the debtors' failure to timely file documents. The debtors filed the instant case on January 26, 2018. The prior chapter 7 case then was pending within one year of the filing of the instant case. The court has reviewed the docket of the instant case and no motions for continuation of the automatic stay under 11 U.S.C. § 362(c)(3)(B) have been timely filed.

Hence, the motion will be dismissed as moot because the automatic stay in the instant case expired in its entirety as to the subject property on February 25, 2018, 30 days after the debtors filed the present case. See 11 U.S.C. § 362(c)(3)(A); see also Reswick v. Reswick (In re Reswick), 446 B.R. 362, 371-73 (B.A.P. 9th Cir. 2011) (holding that when a debtor commences a second bankruptcy case within a year of the earlier case's dismissal, the automatic stay terminates *in its entirety* on the 30th day after the second petition date).

Nevertheless, the court will confirm that the automatic stay in the instant case expired in its entirety with respect to the subject property on February 25, 2018, 30 days after the debtors filed the present case. See 11 U.S.C. §§ 362(c)(3)(A) and 362(j).

22. 10-51737-A-7 ANN CARAWAY — MOTION TO APPROVE COMPROMISE
ADJ-6 — 2-15-18 [64]

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 in a medical device litigation, with Boston Scientific Corporation, over injuries sustained by the debtor due to the implantation of a pelvic mesh device. This compromise is part of a group settlement involving a fund established for all the plaintiffs injured by the same devices.

Under the terms of the compromise Boston Scientific will pay $114,894 in exchange for full settlement of the estate's claims. From that amount:

- $4,595.76 will be paid for a multi district litigation fee,

- $1,148.94 will be paid for another multi district litigation fee (court-ordered),

- $500 will be paid for a bankruptcy coordination fee,

- $41,361.84 will be paid for fees to the estate's special counsel,

- $3,663.34 will be paid for expenses to the special counsel,

- $7,751.76 will be paid to Medicaid.

The estate will receive net proceeds in the amount of $55,872.36.

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 that the compromise is being administered as part of a coordinated multi district litigation, given that the settlement entitlement was determined based on a point allocation formula established by a special master, and given the risks, delay, costs and inconvenience of further litigation, 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. The court is not approving any fees or expenses to the estate's special counsel. The approval for such compensation requires a motion under 11 U.S.C. § 330(a).

23. 10-51737-A-7 ANN CARAWAY — MOTION TO APPROVE COMPENSATION OF SPECIAL COUNSEL
ADJ-7 — 2-15-18 [71]

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.

Clark, Love & Hustson, G.P., the Lee Murphy Law Firm, G.P., and the Burnett Law Firm, G.P., joint special counsel for the estate, has filed its first and final motion for approval of compensation. The requested compensation consists of $41,361.84 in fees and $17,659.80 in expenses, for a total of $59,021.64. The services cover the period from August 2012 through February 2018. The expenses were calculated as follows: (1) $5,744.70 in multilitigation district fees as prescribed by the trial court; (2) $3,663.34 in attorney expenses; (3) $500 in bankruptcy coordination fees; and (4) $7,751.76 for repayment of the Medicaid lien per order of the trial court. Clark, Love & Hustson, G.P.'s employment as special counsel for the estate was approved on November 7, 2018. Docket 40. The Lee Murphy Law Firm, G.P.'s and the Burnett Law Firm, G.P.'s employment as special counsel for the estate was approved on January 3, 2018. Dockets 58 & 59. The requested compensation is part of a contingency fee.

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 prosecuting and settling the debtor's medical products liability lawsuit.

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.

24. 18-20543-A-7 JAIME/ANAMARIA MENDEZ — ORDER TO SHOW CAUSE 3-5-18 [17]

Final Ruling: The order to show cause will be discharged and the petition will remain pending.

The debtor filed an amended master address list. The filing fee in the amount of $21 due on February 23, 2018 was not paid. However, the debtor paid the filing fee on March 19, 2018. No prejudice has resulted from the delay.

25. 18-20145-A-7 ADELE BAILEY
AP-1
BRANCH BANKING AND TRUST COMPANY VS. — MOTION FOR RELIEF FROM AUTOMATIC STAY 2-14-18 [10]

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, Branch Banking and Trust Company, seeks relief from the automatic stay as to a real property in Stewartstown, Pennsylvania. The property has a value of $150,000, and it is encumbered solely by the movant's deed that secures a claim of approximately $167,232.

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. The court also notes that the trustee filed a statement of nonopposition on February 18, 2018. And, in the statement of intention, the debtor has indicated an intent to surrender the property.

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.

26. 18-20956-A-7 JOHN/CAROLYN HANNESSON — MOTION TO AVOID JUDICIAL LIEN
SLH-1
VS. AMERICAN EXPRESS BANK F.S.B. — 2-23-18 [9]

Final Ruling: The motion will be dismissed without prejudice because it was not served on the respondent creditor, American Express Bank, in accordance with Fed. R. Bankr. P. 7004(h), which requires service on insured depository institutions (as defined by section 3 of the Federal Deposit Insurance Act) to be made by certified mail and addressed solely to an officer of the institution.

The proof of service accompanying the motion indicates that the notice was not addressed solely to an officer of the creditor. It was addressed to "Officer or Agent for Service." Docket 22. This does not satisfy Rule 7004(h).

Rule 7004(h) requires service solely to the attention of an officer. Nothing in the rule or its legislative history suggests that Congress intended the term "officer" to include anything other than officer of the respondent creditor. Hamlett v. Amsouth Bank (In re Hamlett), 322 F.3d 342, 345-46 (4th Cir. 2003) (examining the legislative history of Rule 7004(h), comparing it to Rule 7004(b)(3), and concluding that the term "officer" in Rule 7004(h) does not

include other posts with the respondent creditor, such as "registered agent").

Even if the court were to ignore the foregoing, the motion would be denied for the reasons stated in the court's ruling on the debtor's other lien avoidance motion with respect to Arnold Wolf.

27. 17-27981-A-7 NINEFF KOOCHOU — MOTION FOR RELIEF FROM AUTOMATIC STAY
ASW-1
WELLS FARGO BANK, N.A. VS. — 2-20-18 [12]

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, Wells Fargo Bank, N.A., seeks relief from the automatic stay as to a real property in Tracy, California. The property has a value of $615,000, and it is encumbered solely by the movant's deed that secures a claim of approximately $873,897.

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. The court also notes that the trustee filed a report of no distribution on March 15, 2018.

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.

28. 16-23886-A-7 NORMAN WEGARD
SCB-7

MOTION TO
APPROVE COMPROMISE
2-26-18 [73]

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 on one hand and the debtor's non-filing spouse on the other, over classification of property as nonexempt property of the estate and a post-petition transfer of undisclosed property of the estate. The claims were precipitated by the debtor's spouse asserting a 50% interest in real property located in Placerville, California and also selling guns, that are property of the estate, to a friend who is now in Mexico assisting family affected by earthquakes occurring in late 2017. The spouse's income is $1,500 per month, while her expenses are $1,400 per month. Under the terms of the compromise, the spouse has paid the trustee, on behalf of the estate, $8,000 and the trustee will retain the exemption amount of $3,050 from the sale of a 2008 Toyota Tundra. In exchange, the trustee will not pursue an adversary proceeding to avoid the post-petition transfer of the guns and will file a nonopposition to a motion to abandon a 1990 Jeep Wrangler and the real property located in Placerville, California.

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 small amount at stake and the inherent costs, risks, delay and inconvenience of further litigation, and that the settlement proceeds in the amount of $11,050 will pay all estate claims without further expense and delay, 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.

29. 18-20892-A-7 NENG/MARIE VUE — ORDER TO SHOW CAUSE 3-2-18 [11]

Final Ruling: The order to show cause will be discharged and the petition will remain pending.

The debtor filed a chapter 7 petition on February 16, 2018 and failed to pay the filing fee in the amount of $335 due on that same day. However, the debtor paid the filing fee in full on March 19, 2018. No prejudice has resulted from the delay.

30. 17-21995-A-7 JASVINDER CHAHAL — MOTION TO APPROVE COMPENSATION OF TRUSTEE'S ATTORNEY 2-26-18 [167]
SCB-14

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.

Schneweis-Coe & Bakken, L.L.P. attorney for the trustee, has filed its first interim application for allowance of compensation and authority to pay $18,742.87 at this time (50% of the amount incurred). The requested compensation consists of $36,390 in fees and $1,095.74 in expenses, for a total of $37,485.74. This motion covers the period from May 3, 2017 through February 5, 2018. The court approved the movant's employment as the trustee's attorney on May 18, 2017. In performing its services, the movant charged hourly rates of $150 and $300.

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, without limitation: (1) assisting the estate with the sale of personal property; (2) reviewing schedules and other petition documents, (3) preparing and filing stipulations extending the deadline for filing objections to discharge,(4) drafting opposition to relief from stay motion; (5) resolution of tax debt and tax liens on property; (6) investigation of avoidable post=petition transfers; (7) abandonment of lease real property; and (8) preparing and filing employment and compensation motions.

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.

To the extent applicable, the movant shall deduct from the allowed compensation any fees or costs that have been estimated but not incurred.

31. 17-21995-A-7 JASVINDER CHAHAL
SCB-15

MOTION TO
APPROVE COMPENSATION OF ACCOUNTANT
2-26-18 [173]

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.

Ryan, Christie, Quinn & Horn, accountant for the estate, has filed its first interim application for allowance of compensation and authority to pay $22,221.75 at this time (50% of the amount incurred). The requested compensation consists of $44,275 in fees and $168.50 in expenses, for a total of $44,443.50. This motion covers the period from May 3, 2017 through February 3, 2018. The court approved the movant's employment as the estate's accountant on May 18, 2017. In performing its services, the movant charged hourly rates of $175 and $275.

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 review of prior tax returns and the preparation of 2008-2012 estate tax returns. The movant also assisted in (1) resolving the debtor's historical account's improper utilization of net operating loss carryovers; (2) resolving a tax relief transfer; (3) valuing assets and gains on sales; and (4) participating in discussions with the Internal Revenue Service and Franchise Tax Board.

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

32. 17-28297-A-7 VICTORIA DELGADILLO

ORDER TO
SHOW CAUSE
3-9-18 [28]

Final Ruling: The order to show cause will be discharged and the petition will remain pending.

The debtor filed an amended master address list. The filing fee in the amount of $21 due on February 23, 2018 was not paid. However, the debtor paid the filing fee on March 9, 2018. No prejudice has resulted from the delay.