UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Sacramento, California

April 29, 2015 at 10:00 a.m.

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

1. Matters resolved without oral argument:

Unless otherwise stated, the court will prepare a civil minute order on each matter listed. If the moving party wants a more specific order, it should submit a proposed amended order to the court. In the event a party wishes to submit such an Order it needs to be titled 'Amended Civil Minute Order.'

If the moving party has received a response or is aware of any reason, such as a settlement, that a response may not have been filed, the moving party must contact Nancy Williams, the Courtroom Deputy, at (916) 930-4580 at least one hour prior to the scheduled hearing.

2. The court will not continue any short cause evidentiary hearings scheduled below.

3. If a matter is denied or overruled without prejudice, the moving party may file a new motion or objection to claim with a new docket control number. The moving party may not simply re-notice the original motion.

4. If no disposition is set forth below, the matter will be heard as scheduled.

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1. 15-20600-D-11 SAEED ZARAKANI — CONTINUED STATUS CONFERENCE RE: VOLUNTARY PETITION
1-28-15 [1]

Tentative ruling:

This is a continued status conference in this chapter 11 case. The court has concerns about service of the debtor's original and second chapter 11 status reports. Specifically, the debtor served the original status report on Van de Pol Enterprises and Wells Fargo Bank, and failed to serve the other three secured creditors, as required by the scheduling order. In addition, again with the exception of Van de Pol Enterprises and Wells Fargo Bank, the debtor failed to serve any of the creditors on the list of 20 largest unsecured creditors, failed to serve the creditor listed on Schedule G as a party to an executory contract, and failed to serve the party requesting special notice at DN 17 at its designated address, all as required by the scheduling order. The debtor served the second status report on a broader field, but still failed to serve seven of the creditors on the list of 20 largest, three secured creditors, and the creditor requesting special notice at DN 17. Accordingly, the court will continue the status conference to allow the omitted creditors to be served.

The court will hear the matter.

2. 15-20600-D-11 SAEED ZARAKANI — MOTION TO USE CASH COLLATERAL
MHK-2 — 4-1-15 [42]

3. 15-21702-D-7 TIFFANY HELMS — MOTION TO DISMISS CASE
PLG-1 — 3-26-15 [10]

Final ruling:

This is the debtor's motion to dismiss this chapter 7 case. No party-in-interest has filed opposition; however, the court is not prepared to grant the motion at this time because the moving party failed to serve the United States Trustee, as required by Fed. R. Bankr. P. 9034(c).

The court will continue the hearing to May 27, 2015 at 10:00 a.m. and require the debtor to file a notice of continued hearing and serve it, together with the motion and supporting papers, on the United States Trustee. No appearance is necessary on April 29, 2015.

4. 12-32504-D-11 THOMMAS/VIRGINIA YARAK — MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH THOMMAS YARAK AND VIRGINIA YARAK
PPR-2 — 3-23-15 [580]

Final ruling:

The court finds that a hearing will not be helpful and is not necessary. The matter is resolved without oral argument. This is the motion of secured creditor Bank of New York Mellon for approval of a compromise, pursuant to Fed. R. Bankr. P. 9019(a) and § 105(a) of the Bankruptcy Code, between the Bank and the debtors in this case, Thommas and Virginia Yarak. No party-in-interest has filed opposition; however, the court concludes it has no jurisdiction to consider the compromise and that the motion is unnecessary. Accordingly, the motion will be denied.

"Federal courts are always 'under an independent obligation to examine their own jurisdiction,' . . . and a federal court may not entertain an action over which it has no jurisdiction." Hernandez v. Campbell, 204 F.3d 861, 865 (9th Cir. 2000), citing FW/PBS, Inc. v. City of Dallas, 493 U.S. 215, 231 (1990) and Insurance Corp. of Ireland, Ltd. v. Compagnie des Bauxites de Guinee, 456 U.S. 694, 701 (1982). See also Fed. R. Civ. P. 12(h)(3), incorporated herein by Fed. R. Bankr. P. 7012(b) ("If the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action.").

The debtors' plan of reorganization in this chapter 11 case was confirmed by order filed December 12, 2013. The Bank was classified in the plan in Class 6; its claim was secured by a deed of trust against certain property of the debtors in Vero Beach, Florida. The plan provided that the loan documents evidencing the Bank's claim would be amended to provide that the principal balance of the claim would be $87,900; interest would accrue at 5.25% per anuum based on a 30-year amortization schedule; the unpaid balance of the loan would be due and payable in 360 months; and the monthly payment would be $485.38.

Under the stipulation of which the Bank now seeks approval, the Bank's treatment under the plan would be amended such that the principal balance would be $85,000, payable "at a variable interest rate of 5.25% per annum." Mot. at 3:2. "The interest rate shall not decrease below 5.25% and shall not increase above 5.25%"; however, "[t]he monthly payment shall fluctuate due to the per diem accrual each month as the days of the month fluctuate." Id. at 3:3-4. The balance of the claim would be unsecured, to be paid pro rata with other general unsecured claims. The motion concludes with the representation that "[t]he terms of the stipulation do not affect any other creditors in the Debtors' bankruptcy as the only material change is the monthly ongoing payment based on the per diem interest accrual rather than a fixed rate interest as stated in the original plan terms." Id. at 3:15-19.

"Ordinarily, once the bankruptcy court confirms a plan of reorganization, the debtor may go about its business without further supervision or approval." Hillis Motors v. Hawaii Auto. Dealers' Ass'n (In re Hillis Motors), 997 F.2d 581, 589 (9th Cir. 1993). Accordingly, "post-confirmation bankruptcy court jurisdiction is necessarily more limited than pre-confirmation jurisdiction, ..." Montana v. Goldin (In re Pegasus Gold Corp.), 394 F.3d 1189, 1194 (9th Cir. 2005).[1] Post-confirmation "related to" jurisdiction is determined by a "close nexus" between the bankruptcy case and the matter at hand. Id. Thus, "matters affecting the interpretation, implementation, consummation, execution, or administration of the confirmed plan will typically have the requisite close nexus." Id. (citation omitted). Further, parties "cannot 'write their own jurisdictional ticket' by simply declaring in the Plan that the bankruptcy court has jurisdiction." Calvert v. Berg (In re Consol. Meridian Funds), 511 B.R. 140, 145 (W.D. Wash. 20140). That is, neither the parties nor the court can create jurisdiction by consent or agreement. Id., citing Morongo Band of Mission Indians v. California State Bd. of Equalization, 858 F.2d 1376, 1380 (9th Cir. 1988).

The debtors' confirmed plan in this case did not even purport for the court to retain jurisdiction to consider matters such as the parties' present stipulation. Instead, it specifically provided that on the effective date (14 days following entry of the confirmation order), all property of the estate would revest in the debtors, who would thereafter "be free of any restrictions imposed by the Bankruptcy Code or the Bankruptcy Court," and would be free to "operate [their] business and . . . use, acquire or dispose of [their] assets . . . free of any restrictions imposed by the Bankruptcy Code and the Bankruptcy Rules and without supervision or approval by the Bankruptcy Court, other than the obligations set forth in the Plan, or the Confirmation Order." Order Confirming Amended Second Plan of Reorganization, filed Dec. 12, 2013, Ex. B, § 13.8. Further, the plan provided that "[o]n and after the Effective Date, the [debtors] shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to any Claims . . . without approval of the Bankruptcy Court." Id. at § 9.1. Finally, the moving party has failed to show how the truly nominal change made by the parties' stipulation would affect the interpretation, implementation, consummation, execution, or administration of the

debtors' plan.

For the reasons stated, the court concludes it has no jurisdiction to consider the parties' compromise. Accordingly, the motion will be denied by minute order. No appearance is necessary.

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1 "Once a bankruptcy plan has been confirmed, the Ninth Circuit has curtailed the reach of 'related to' jurisdiction to ensure that bankruptcy jurisdiction does not continue indefinitely." Stichting Pensioenfonds ABP v. Countrywide Fin. Corp., 447 B.R. 302, 308 (C.D. Cal. 2010), citing Pegasus Gold.

5.	12-32504-D-11 PPR-3	THOMMAS/VIRGINIA YARAK	MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH THOMMAS YARAK AND VIRGINIA YARAK 3-23-15 [584]

Final ruling:

The court finds that a hearing will not be helpful and is not necessary. The matter is resolved without oral argument. This is the motion of secured creditor Bank of New York Mellon for approval of a compromise, pursuant to Fed. R. Bankr. P. 9019(a) and § 105(a) of the Bankruptcy Code, between the Bank and the debtors in this case, Thommas and Virginia Yarak. No party-in-interest has filed opposition; however, the court concludes it has no jurisdiction to consider the compromise and that the motion is unnecessary. Accordingly, the motion will be denied.

"Federal courts are always 'under an independent obligation to examine their own jurisdiction,' . . . and a federal court may not entertain an action over which it has no jurisdiction." Hernandez v. Campbell, 204 F.3d 861, 865 (9th Cir. 2000), citing FW/PBS, Inc. v. City of Dallas, 493 U.S. 215, 231 (1990) and Insurance Corp. of Ireland, Ltd. v. Compagnie des Bauxites de Guinee, 456 U.S. 694, 701 (1982). See also Fed. R. Civ. P. 12(h)(3), incorporated herein by Fed. R. Bankr. P. 7012(b) ("If the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action.").

The debtors' plan of reorganization in this chapter 11 case was confirmed by order filed December 12, 2013. The Bank was classified in the plan in Class 7; its claim was secured by a deed of trust against certain property of the debtors in Vero Beach, Florida. The plan provided that the loan documents evidencing the Bank's claim would be amended to provide that the principal balance of the claim would be $73,000; interest would accrue at 5.25% per anuum based on a 30-year amortization schedule; the unpaid balance of the loan would be due and payable in 360 months; and the monthly payment would be $403.10.

Under the stipulation of which the Bank now seeks approval, the Bank's treatment under the plan would be amended such that the principal balance would be $85,000, payable "at a variable interest rate of 5.25% per annum." Mot. at 3:2. "The interest rate shall not decrease below 5.25% and shall not increase above 5.25%"; however, "[t]he monthly payment shall fluctuate due to the per diem accrual each month as the days of the month fluctuate." Id. at 3:3-4. The balance of the claim would be unsecured, to be paid pro rata with other general unsecured claims. The motion concludes with the representation that "[t]he terms of the stipulation do

not affect any other creditors in the Debtors' bankruptcy as the only material change is the monthly ongoing payment based on the per diem interest accrual rather than a fixed rate interest as stated in the original plan terms." Id. at 3:15-19.

"Ordinarily, once the bankruptcy court confirms a plan of reorganization, the debtor may go about its business without further supervision or approval." Hillis Motors v. Hawaii Auto. Dealers' Ass'n (In re Hillis Motors), 997 F.2d 581, 589 (9th Cir. 1993). Accordingly, "post-confirmation bankruptcy court jurisdiction is necessarily more limited than pre-confirmation jurisdiction, ..." Montana v. Goldin (In re Pegasus Gold Corp.), 394 F.3d 1189, 1194 (9th Cir. 2005).[1] Post-confirmation "related to" jurisdiction is determined by a "close nexus" between the bankruptcy case and the matter at hand. Id. Thus, "matters affecting the interpretation, implementation, consummation, execution, or administration of the confirmed plan will typically have the requisite close nexus." Id. (citation omitted). Further, parties "cannot 'write their own jurisdictional ticket' by simply declaring in the Plan that the bankruptcy court has jurisdiction." Calvert v. Berg (In re Consol. Meridian Funds), 511 B.R. 140, 145 (W.D. Wash. 20140). That is, neither the parties nor the court can create jurisdiction by consent or agreement. Id., citing Morongo Band of Mission Indians v. California State Bd. of Equalization, 858 F.2d 1376, 1380 (9th Cir. 1988).

The debtors' confirmed plan in this case did not even purport for the court to retain jurisdiction to consider matters such as the parties' present stipulation. Instead, it specifically provided that on the effective date (14 days following entry of the confirmation order), all property of the estate would revest in the debtors, who would thereafter "be free of any restrictions imposed by the Bankruptcy Code or the Bankruptcy Court," and would be free to "operate [their] business and . . . use, acquire or dispose of [their] assets . . . free of any restrictions imposed by the Bankruptcy Code and the Bankruptcy Rules and without supervision or approval by the Bankruptcy Court, other than the obligations set forth in the Plan, or the Confirmation Order." Order Confirming Amended Second Plan of Reorganization, filed Dec. 12, 2013, Ex. B, § 13.8. Further, the plan provided that "[o]n and after the Effective Date, the [debtors] shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to any Claims . . . without approval of the Bankruptcy Court." Id. at § 9.1. Finally, the moving party has failed to show how the truly nominal change made by the parties' stipulation would affect the interpretation, implementation, consummation, execution, or administration of the debtors' plan.

For the reasons stated, the court concludes it has no jurisdiction to consider the parties' compromise. Accordingly, the motion will be denied by minute order. No appearance is necessary.

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1 "Once a bankruptcy plan has been confirmed, the Ninth Circuit has curtailed the reach of 'related to' jurisdiction to ensure that bankruptcy jurisdiction does not continue indefinitely." Stichting Pensioenfonds ABP v. Countrywide Fin. Corp., 447 B.R. 302, 308 (C.D. Cal. 2010), citing Pegasus Gold.

6. 15-21609-D-7 SARINA BOWEN — MOTION TO COMPEL ABANDONMENT
KDL-1 — 3-27-15 [22]

Final ruling:

The matter is resolved without oral argument. The trustee has filed a statement of non-opposition and there is no timely opposition filed to the debtor's motion to compel the trustee to abandon property and the debtor has demonstrated the property to be abandoned is of inconsequential value to the estate. Accordingly, the motion will be granted and the property that is the subject of the motion will be deemed abandoned by minute order. No appearance is necessary.

7. 12-40315-D-7 OLUSEGUN/YVONNE LERAMO — MOTION FOR COMPENSATION FOR
TGF-4 — VINCENT A. GORSKI, DEBTORS' ATTORNEY
3-7-15 [331]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed. The record establishes, and the court finds, that the fees paid for counsel's pre-petition services are reasonable compensation for actual and necessary services rendered. As such, the court will grant the motion by minute order. No appearance is necessary.

8. 14-27519-D-12 LOEK VAN WARMERDAM — MOTION TO COMPROMISE
WW-14 — CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH HARVEY AND BETTY TAYLOR
4-1-15 [172]

Final ruling:

The matter is resolved without oral argument. There is no timely opposition to the debtor-in-possession's motion to approve compromise of controversy, and the trustee has demonstrated the compromise is in the best interest of the creditors and the estate. Specifically, the motion demonstrates that when the compromise is put up against the factors enumerated in In re Woodson, 839 F.2d 610 (9th Cir. 1988), the likelihood of success on the merits, the complexity of the litigation, the difficulty in collectability, and the paramount interests of creditors, the compromise should be approved. Accordingly, the motion is granted and the compromise approved. The moving party is to submit an appropriate order. No appearance is necessary.

9. 14-25820-D-11 INTERNATIONAL MANUFACTURING GROUP, INC. — CONTINUED MOTION FOR RELIEF
PP-1 — FROM AUTOMATIC STAY
2-19-15 [479]

ZIONS FIRST NATIONAL BANK
VS.

Final ruling:

Motion withdrawn by moving party. Matter removed from calendar.

10. 15-20421-D-7 DEBRA GLENN
EAT-1
NATIONSTAR MORTGAGE, LLC VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-23-15 [15]

Final ruling:

This matter is resolved without oral argument. This is Nationstar Mortgage, LLC's motion for relief from automatic stay. The court records indicate that no timely opposition has been filed. The motion along with the supporting pleadings demonstrate that there is no equity in the subject property and the property is not necessary for an effective reorganization. Accordingly, the court finds there is cause for granting relief from stay. The court will grant relief from stay by minute order. There will be no further relief afforded. No appearance is necessary.

11. 14-31929-D-7 MEDICI LOGGING, INC.
MPD-4

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH ROGER MEDICI
3-30-15 [43]

Final ruling:

The matter is resolved without oral argument. There is no timely opposition to the trustee's motion to approve compromise of controversy, and the trustee has demonstrated the compromise is in the best interest of the creditors and the estate. Specifically, the motion demonstrates that when the compromise is put up against the factors enumerated in In re Woodson, 839 F.2d 610 (9th Cir. 1988), the likelihood of success on the merits, the complexity of the litigation, the difficulty in collectability, and the paramount interests of creditors, the compromise should be approved. Accordingly, the motion is granted and the compromise approved. The moving party is to submit an appropriate order. No appearance is necessary.

12. 13-29030-D-7 WILLIAM/JANET CHENG

MOTION TO VACATE
2-19-15 [777]

Final ruling:

The court finds that a hearing will not be helpful and is not necessary. The matter is resolved without oral argument. This is the debtors' motion entitled "Chengs, William Cheng's Motion to Vacate the 2-18 tentative ruling, Minute Orders, Orders, and Judgments Etc., Etc. (Local Rules, Due Process Rights, Conflicts of Interests, Adversary Proceedings," DN 777 (the "Motion to Vacate"). There was a single matter in this case that was on the court's calendar for February 18, 2015 – a motion to disqualify the judge in this case, filed by the debtors on November 10, 2014, DN 703 (the "Motion to Disqualify"). The court did not issue a tentative ruling on the Motion to Disqualify; instead, it issued a final ruling in advance of the hearing, which was posted with the court's pre-hearing dispositions for February 18, 2015. The court will construe the present motion – the Motion to Vacate – as a motion to vacate the February 18, 2015 final ruling on the Motion to Disqualify.

In the final ruling on the Motion to Disqualify (that is, in the February 18, 2015 ruling), the court observed that it had already denied the Motion to Disqualify by order filed December 5, 2014. (Also on December 5, 2014, the court filed a memorandum decision explaining its reasons for denying the Motion to Disqualify.) In its February 18, 2015 ruling, the court observed that the reason the Motion to

Disqualify appeared on the February 18, 2015 calendar despite the fact that it had already been denied was that the debtors, on December 3, 2014, had filed a "Supplemental Notice of Amended Notice to Correct the Hearing Date . . ." by which they purported to "correct" the hearing date on the Motion to Disqualify to set the matter for hearing on February 18, 2015. The court stated in its February 18, 2015 ruling: "The court was not aware of the Supplemental Notice at the time it issued the Memorandum Decision and Order denying the motion. However, the filing of the Supplemental Notice could not and did not operate to override the Order denying the motion or to somehow revive the motion." For that reason, the court stated that the motion (the Motion to Disqualify) had been resolved by the December 5, 2014 order and the matter was removed from the February 18, 2015 calendar. The final ruling appears in the court's civil minutes in this case for February 18, 2015, DN 776.

The debtors now seek an order vacating the February 18, 2015 ruling, complaining that (1) tentative rulings are not rulings; (2) the debtors were not informed or aware of the February 18, 2015 hearing or the tentative ruling; (3) tentative rulings "cannot be adopted for any rulings, minutes orders, tec [etc.]"; (4) the debtors had scheduled a hearing for February 24, 2015 in Department C of this court, before the Honorable Christopher M. Klein, which the court in this department had "illegally removed" without notice to the debtors, less than five days before the hearing; (5) the debtors are permitted to request a continuance of the hearing before Judge Klein to vacate all of the orders and rulings of the judge in this department, to whom the case is presently assigned, and to have a jury trial in front of Judge Klein; and (6) all of the rulings and orders of the judge in this department have been incorrectly issued. The debtors request that the court "grant Chengs all motions that Chengs have filed with the Judge Klein court" to vacate the December 5, 2014 orders issued by the court in this department "due to conflicts of interest and adversary proceedings of [the judge in this department]." They also request that the court continue the February 24, 2015 hearing in front of Judge Klein.

None of these arguments presents a valid reason for the court to vacate its February 18, 2015 ruling on the Motion to Disqualify. The court would add, for the debtors' reference in the future, that a debtor in a bankruptcy case had no right to "appeal" from rulings unfavorable to him or her to another department of the bankruptcy court or to have a case or matter reassigned to a different judge, not even to the chief judge of the court in the district. For the reasons stated, the Motion to Vacate will be denied by minute order. No appearance is necessary.

13.	12-38234-D-12 JPJ-2	CAROL SHACKELFORD	MOTION TO DISMISS CASE 3-26-15 [57]

14. 13-23439-D-7 JUST/VICKIE WILLIS
BHS-3

MOTION TO SELL AND/OR MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH JUST KESTER WILLIS AND VICKIE LYNN WILLIS
4-1-15 [65]

15. 15-21842-D-7 ROBERT LANDIS
PPR-1
THE BANK OF NEW YORK MELLON
VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR ADEQUATE PROTECTION
3-31-15 [9]

Final ruling:

This matter is resolved without oral argument. This is The Bank of New York Mellon's motion for relief from automatic stay. The court records indicate that no timely opposition has been filed. The motion along with the supporting pleadings demonstrate that there is no equity in the subject property and the property is not necessary for an effective reorganization. Accordingly, the court finds there is cause for granting relief from stay. The court will grant relief from stay by minute order. There will be no further relief afforded. No appearance is necessary.

16. 11-36143-D-12 CHARLES YURGELEVIC
JPJ-2

MOTION TO DISMISS CASE
3-26-15 [82]

Final ruling:

Pursuant to a stipulated order the hearing on this motion is continued to June 24, 2015, at 1:00 p.m. No appearance is necessary.

17. 10-42050-D-7 VINCENT/MALANIE SINGH
12-2318 HLC-1
BURKART V. SHAIKH

CONTINUED MOTION FOR SUMMARY JUDGMENT
3-18-15 [120]

Tentative ruling:

This is the motion of the plaintiff in this adversary proceeding, who is the trustee in the underlying chapter 7 case (the "trustee"), for summary judgment in favor of the trustee and against the defendant in the amount of $190,929. The defendant has filed opposition, and the trustee has filed a reply. For the following reasons, the court intends to grant the motion.

Following the Ninth Circuit's decision in Exec. Benefits Ins. Agency v. Arkison (In re Bellingham Ins. Agency, Inc.), 702 F.3d 553 (9th Cir. 2012), aff'd, Exec. Bens. Ins. Agency v. Arkison, 134 S. Ct. 2165, 2175 (2014), bankruptcy courts do not have constitutional authority to enter final judgments on fraudulent transfer claims against non-creditors. 702 F.3d at 565. The Bellingham court, however, also held that a defendant's right to a hearing in an Article III court is waivable. Id. at 566. "[A] litigant's actions may suffice to establish consent" to adjudication by a non-Article III court. Id. at 569. Here, the defendant filed a proof of claim in the underlying chapter 7 case; thus, the court finds that the defendant waived the right to an Article III adjudication. Accordingly, the court has authority to enter a final judgment in this adversary proceeding.

The evidence submitted by the trustee consists of (1) the declaration of his attorney, who testifies to certain discovery propounded to the defendant and to the defendant's responses or lack thereof; (2) exhibits consisting of copies of checks signed by the debtor in the underlying case, Vincent Singh, payable to the defendant, and a copy of the trustee's requests for admissions to the defendant; and (3) a declaration of Gerard A. McHale, Jr., who testifies that in his opinion, Vincent Singh was operating a Ponzi scheme from 2005 or 2006 until August of 2010, and that "all payments from and to investors during that period which were for 'investment' purposes were payments in furtherance of the Ponzi scheme." McHale Decl., at 2:17-19. A copy of Mr. McHale's expert report is also filed as an exhibit. Based on this evidence, the trustee asks the court to conclude that the payments made by Vincent Singh to the defendant between August 19, 2008 and August 19, 2010, a total of $190,929, are avoidable as fraudulent transfers pursuant to § 548(a)(1)(A) of the Bankruptcy Code, and may be recovered from the defendant pursuant to § 550. The trustee also asks the court to disallow the defendant's claim filed in the underlying case, pursuant to § 502(d).

The motion depends upon the trustee's requests for admissions directed to the defendant and on the defendant's failure to respond to them. Specifically, the trustee asked the defendant to admit that, for each payment identified by the trustee in a list attached to the requests, the payment (1) was a payment from Vincent Singh, (2) was received by the defendant, and (3) was made pursuant to a Ponzi scheme orchestrated by Vincent Singh. Those facts, which are deemed admitted by the defendant's failure to respond (Fed. R. Civ. P. 36(a)(3), incorporated herein by Fed. R. Bankr. P. 7036), together with the trustee's evidence of Vincent Singh's Ponzi scheme – the McHale declaration and expert report, are sufficient to demonstrate that the payments to the defendant constituted actual fraudulent transfers, avoidable by the trustee.[1] Accordingly, the trustee has satisfied his burden of showing there is no genuine issue of material fact (see Barboza v. New Form, Inc. (In re Barboza), 545 F.3d 702, 707 (9th Cir. 2008)), thus shifting to the defendant the burden to produce specific evidence showing there is a genuine issue of material fact for trial. Id.

The evidence of the opposing party is to be believed "and all justifiable inferences are to be drawn in his favor." Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986). "Nevertheless, inferences are not drawn out of the air, and it is the opposing party's obligation to produce a factual predicate from which the inference may be drawn." Intervest Mortg. Inv. Co. v. Skidmore, 655 F. Supp. 2d 1100, 1103 (E.D. Cal. 2009) (citation omitted). "Even in cases where elusive concepts such as motive or intent are at issue, summary judgment may be appropriate if the nonmoving party rests merely upon conclusory allegations, improbable inferences, and unsupported speculation." See Gertsch v. Johnson & Johnson, Fin. Corp. (In re Gertsch), 237 B.R. 160, 165 (9th Cir. BAP 1999), citing Medina-Munoz v.

R.J. Reynolds Tobacco Co., 896 F.2d 5, 8 (1st Cir. 1990).

"When the moving party has carried its [initial] burden under Rule 56(c), its opponent must do more than simply show that there is some metaphysical doubt as to the material facts." Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986) (footnote omitted; citations omitted). "Where the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party, there is no 'genuine issue for trial.'" Id. at 587.

The defendant asserts a defense under § 548(c) of the Bankruptcy Code; thus, he was required to submit evidence sufficient to show there are genuine issues of material fact as to whether and to what extent the defendant received his payments from Vincent Singh "for value and in good faith."[2] The defendant was required to demonstrate his good faith under an objective standard. See Jobin v. McKay (In re M & L Bus. Mach. Co.), 84 F.3d 1330, 1338 (10th Cir. 1996) (citation omitted) ["good faith under § 548(c) should be measured objectively and . . . if the circumstances would place a reasonable person on inquiry of a debtor's fraudulent purpose, and a diligent inquiry would have discovered the fraudulent purpose, then the transfer is fraudulent."]; In re Agricultural Research & Tech. Group, Inc., 916 F.2d 528, 535-36, 539 (9th Cir. 1990) ["courts look to what the transferee objectively knew or should have known in questions of good faith, rather than examining what the transferee actually knew from a subjective standpoint."]. Further, a Ponzi scheme investor is entitled to retain only the payments he or she received that total up to the amount he or she paid to the debtor. AFI Holding, Inc. v. Mackenzie, 525 F.3d 700, 709 (9th Cir. 2008); see also Donell v. Kowell, 533 F.3d 762, 770 (9th Cir. 2008); In re United Energy Corp., 944 F.2d 589, 595, n.6 (9th Cir. 1991). Thus, the defendant was required to show the amounts of his investments with Vincent Singh.

The only evidence submitted by the defendant is his declaration, in which he testifies: "I have made good faith investments into the Singh Ponzi scheme. I was not an officer or director in this scheme. I was an investor who was misled in this Ponzi scheme. [¶] I have not recovered sums that equal the amount I invested in the Ponzi scheme and I am a net loser." A. Shaikh Decl., part of Opp., filed April 15, 2015, at 8:20-23. These statements completely fail to address the objective good faith requirement and are conclusory in the extreme, and as such, they are insufficient to demonstrate that there is a genuine issue of material fact as to either the defendant's good faith in receiving payments from Vincent Singh, based on an objective standard, or as to the amounts the defendant paid to Singh. The defendant, in essence, is asking the court simply to take his word for it that he acted in good faith and that he is a "net loser." "A conclusory, self-serving affidavit, lacking detailed facts and any supporting evidence, is insufficient to create a genuine issue of material fact." FTC v. Publishing Clearing House, Inc., 104 F.3d 1168, 1171 (9th Cir. 1997). Given the specificity of the trustee's showing of the dates and amounts of the payments made by Vincent Singh to the defendant, supported by evidence in the form of copies of the cancelled checks, as contrasted with the defendant's hollow conclusion that he was a "net loser," the record taken as a whole could not lead a rational trier of fact to find for the defendant; thus, there is no genuine issue for trial. See Matsushita Elec., 475 U.S. at 587. Thus, the court intends to grant the motion.

The court will hear the matter.

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1 The trustee may avoid any transfer . . . of an interest of the debtor in property . . . that was made . . . within 2 years before the date of the filing of the

petition, if the debtor . . . made such transfer . . . with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made or such obligation was incurred, indebted . . . .

11 U.S.C. § 548(a)(1)(A).

2 "[A] transferee . . . that takes for value and in good faith has a lien on or may retain any interest transferred . . . to the extent that such transferee . . . gave value to the debtor in exchange for such transfer . . . ." 11 U.S.C. § 548(c).

18.	10-42050-D-7 12-2417 BURKART V. PRASAD	VINCENT/MALANIE SINGH HLC-1	CONTINUED MOTION FOR SUMMARY JUDGMENT 3-18-15 [101]

Tentative ruling:

This is the motion of the plaintiff in this adversary proceeding, who is the trustee in the underlying chapter 7 case (the "trustee"), for summary judgment in favor of the trustee and against the defendant in the amount of $49,200. The defendant filed opposition, albeit one week after the extended deadline the court had granted him, and the trustee has filed a reply. For the following reasons, the court intends to grant the motion.

Following the Ninth Circuit's decision in Exec. Benefits Ins. Agency v. Arkison (In re Bellingham Ins. Agency, Inc.), 702 F.3d 553 (9th Cir. 2012), aff'd, Exec. Bens. Ins. Agency v. Arkison, 134 S. Ct. 2165, 2175 (2014), bankruptcy courts do not have constitutional authority to enter final judgments on fraudulent transfer claims against non-creditors. 702 F.3d at 565. The Bellingham court, however, also held that a defendant's right to a hearing in an Article III court is waivable. Id. at 566. "[A] litigant's actions may suffice to establish consent" to adjudication by a non-Article III court. Id. at 569. Here, the defendant filed a proof of claim in the underlying chapter 7 case; thus, the court finds that the defendant waived the right to an Article III adjudication. Accordingly, the court has authority to enter a final judgment in this adversary proceeding.

The evidence submitted by the trustee consists of (1) the declaration of his attorney, who testifies to certain discovery propounded to the defendant and to the defendant's responses or lack thereof; (2) exhibits consisting of copies of checks signed by the debtor in the underlying case, Vincent Singh, payable to the defendant, and a copy of the trustee's requests for admissions to the defendant; and (3) a declaration of Gerard A. McHale, Jr., who testifies that in his opinion, Vincent Singh was operating a Ponzi scheme from 2005 or 2006 until August of 2010, and that "all payments from and to investors during that period which were for 'investment' purposes were payments in furtherance of the Ponzi scheme." McHale Decl., at 2:17-19. A copy of Mr. McHale's expert report is also filed as an exhibit. Based on this evidence, the trustee asks the court to conclude that the payments made by Vincent Singh to the defendant between August 19, 2008 and August 19, 2010, a total of $49,200, are avoidable as fraudulent transfers pursuant to § 548(a)(1)(A) of the Bankruptcy Code, and may be recovered from the defendant pursuant to § 550. The trustee also asks the court to disallow the defendant's claim filed in the underlying case, pursuant to § 502(d).

The motion depends upon the trustee's requests for admissions directed to the

defendant and on the defendant's failure to respond to them. Specifically, the trustee asked the defendant to admit that, for each payment identified by the trustee in a list attached to the requests, the payment (1) was a payment from Vincent Singh, (2) was received by the defendant, and (3) was made pursuant to a Ponzi scheme orchestrated by Vincent Singh. Those facts, which are deemed admitted by the defendant's failure to respond (Fed. R. Civ. P. 36(a)(3), incorporated herein by Fed. R. Bankr. P. 7036), together with the trustee's evidence of Vincent Singh's Ponzi scheme – the McHale declaration and expert report, are sufficient to demonstrate that the payments to the defendant constituted actual fraudulent transfers, avoidable by the trustee.[1] Accordingly, the trustee has satisfied his burden of showing there is no genuine issue of material fact (see Barboza v. New Form, Inc. (In re Barboza), 545 F.3d 702, 707 (9th Cir. 2008)), thus shifting to the defendant the burden to produce specific evidence showing there is a genuine issue of material fact for trial. Id.

The evidence of the opposing party is to be believed "and all justifiable inferences are to be drawn in his favor." Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986). "Nevertheless, inferences are not drawn out of the air, and it is the opposing party's obligation to produce a factual predicate from which the inference may be drawn." Intervest Mortg. Inv. Co. v. Skidmore, 655 F. Supp. 2d 1100, 1103 (E.D. Cal. 2009) (citation omitted). "Even in cases where elusive concepts such as motive or intent are at issue, summary judgment may be appropriate if the nonmoving party rests merely upon conclusory allegations, improbable inferences, and unsupported speculation." See Gertsch v. Johnson & Johnson, Fin. Corp. (In re Gertsch), 237 B.R. 160, 165 (9th Cir. BAP 1999), citing Medina-Munoz v. R.J. Reynolds Tobacco Co., 896 F.2d 5, 8 (1st Cir. 1990).

"When the moving party has carried its [initial] burden under Rule 56(c), its opponent must do more than simply show that there is some metaphysical doubt as to the material facts." Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986) (footnote omitted; citations omitted). "Where the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party, there is no 'genuine issue for trial.'" Id. at 587.

The defendant asserts a defense under § 548(c) of the Bankruptcy Code; thus, he was required to submit evidence sufficient to show there are genuine issues of material fact as to whether and to what extent the defendant received his payments from Vincent Singh "for value and in good faith."[2] The defendant was required to demonstrate his good faith under an objective standard. See Jobin v. McKay (In re M & L Bus. Mach. Co.), 84 F.3d 1330, 1338 (10th Cir. 1996) (citation omitted) ["good faith under § 548(c) should be measured objectively and . . . if the circumstances would place a reasonable person on inquiry of a debtor's fraudulent purpose, and a diligent inquiry would have discovered the fraudulent purpose, then the transfer is fraudulent."]; In re Agricultural Research & Tech. Group, Inc., 916 F.2d 528, 535-36, 539 (9th Cir. 1990) ["courts look to what the transferee objectively knew or should have known in questions of good faith, rather than examining what the transferee actually knew from a subjective standpoint."]. Further, a Ponzi scheme investor is entitled to retain only the payments he or she received that total up to the amount he or she paid to the debtor. AFI Holding, Inc. v. Mackenzie, 525 F.3d 700, 709 (9th Cir. 2008); see also Donell v. Kowell, 533 F.3d 762, 770 (9th Cir. 2008); In re United Energy Corp., 944 F.2d 589, 595, n.6 (9th Cir. 1991). Thus, the defendant was required to show the amounts of his investments with Vincent Singh.

The only evidence submitted by the defendant is his declaration, in which he testifies: "I have made good faith investments into the Singh Ponzi scheme. I was

not an officer or director in this scheme. I was an investor who was misled in this Ponzi scheme. [¶] I have not recovered sums that equal the amount I invested in the Ponzi scheme and I am a net loser." K. Prasad Decl., part of Opp., filed April 22, 2015, at 7:20-23. These statements completely fail to address the objective good faith requirement and are conclusory in the extreme, and as such, they are insufficient to demonstrate that there is a genuine issue of material fact as to either the defendant's good faith in receiving payments from Vincent Singh, based on an objective standard, or as to the amounts the defendant paid to Singh. The defendant, in essence, is asking the court simply to take his word for it that he acted in good faith and that he is a "net loser." "A conclusory, self-serving affidavit, lacking detailed facts and any supporting evidence, is insufficient to create a genuine issue of material fact." FTC v. Publishing Clearing House, Inc., 104 F.3d 1168, 1171 (9th Cir. 1997). Given the specificity of the trustee's showing of the dates and amounts of the payments made by Vincent Singh to the defendant, supported by evidence in the form of copies of the cancelled checks, as contrasted with the defendant's hollow conclusion that he was a "net loser," the record taken as a whole could not lead a rational trier of fact to find for the defendant; thus, there is no genuine issue for trial. See Matsushita Elec., 475 U.S. at 587. Thus, the court intends to grant the motion.

The court will hear the matter.

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1 The trustee may avoid any transfer . . . of an interest of the debtor in property . . . that was made . . . within 2 years before the date of the filing of the petition, if the debtor . . . made such transfer . . . with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made or such obligation was incurred, indebted . . . .

11 U.S.C. § 548(a)(1)(A).

2 "[A] transferee . . . that takes for value and in good faith has a lien on or may retain any interest transferred . . . to the extent that such transferee . . . gave value to the debtor in exchange for such transfer . . . ." 11 U.S.C. § 548(c).

19. 15-22154-D-7 DAVE TRAN

MOTION FOR WAIVER OF THE CHAPTER 7 FILING FEE OR OTHER FEE
3-18-15 [5]

20. 11-28863-D-7 CWC-18 — AQUA POOL & SPA, INC. — MOTION FOR COMPENSATION FOR RYAN, CHRISTIE, QUINN AND HORN, ACCOUNTANT(S)
3-30-15 [222]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed. The record establishes, and the court finds, that the fees and costs requested are reasonable compensation for actual, necessary, and beneficial services under Bankruptcy Code § 330(a). As such, the court will grant the motion. Moving party is to submit an appropriate order. No appearance is necessary.

21. 11-28863-D-7 CWC-19 — AQUA POOL & SPA, INC. — MOTION FOR COMPENSATION FOR CARL W. COLLINS, TRUSTEE'S ATTORNEY
3-30-15 [228]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed. The record establishes, and the court finds, that the fees and costs requested are reasonable compensation for actual, necessary, and beneficial services under Bankruptcy Code § 330(a). As such, the court will grant the motion. Moving party is to submit an appropriate order. No appearance is necessary.

22. 14-20064-D-7 WR-3 — GLENN GREGO — OBJECTION TO CLAIM OF MISSION COUNTRY DISPOSAL, CLAIM NUMBER 1, OBJECTION TO CLAIM OF UNITED STATES TRUSTEE, CLAIM NUMBER 2, ETC.
2-20-15 [207]

Final ruling:

This is the debtor's objection to all of the eight claims that have been filed in this case. The objection will be overruled for the following reasons. First, the objection was filed as an omnibus objection, whereas the claims objected to were filed by different entities and the grounds for the objection do not fall within any of the categories itemized in Fed. R. Bankr. P. 3007(d) as permissible for an omnibus objection. Second, the moving party failed to utilize the same docket control number on all the documents filed in support of the objection, as required by LBR 9014-1(c)(1) and (4). The objection itself bears DC No. WR-3, whereas the exhibits (copies of the proofs of claim) bear DC No. WR-4, and the various amended notices of hearing bear their own docket control numbers, from WR-10 through WR-17. (Although the objection was filed as an omnibus objection, the moving party filed eight different notices of hearing, one for each claimant, all bearing DC No. WR-3, and thereafter, eight different amended notices of hearing, each bearing a different docket control number.)

Third, the proofs of claim do not include a caption or a docket control number, as required by LBR 9004-1(a), the court's Revised Guidelines for the Preparation of Documents, EDC 2-901 (Rev. 1/17/14), and LBR 9014-1(e)(3). Fourth, the amended notices of hearing purport to require the filing of opposition 10 days prior to the hearing date, contrary to LBR 9014-1(f)(1)(B), and do not contain the cautionary language required by LBR 9014-1(d)(3). Fifth, the moving party failed to serve the Employment Development Department, although its claim is one of those objected to. The moving party also failed to serve the creditor filing Claim No. 8 using the complete name and address designated on the proof of claim. Specifically, the moving party addressed service to T Mobile/T-Mobile USA Inc., whereas the name to which "notices should be sent" per the proof of claim is American InfoSource LP as agent for T Mobile/T-Mobile USA Inc.

Finally, the moving party has submitted no evidence in support of the objection, and thus, has not overcome the prima facie validity of the claims, afforded them by Fed. R. Bankr. P. 3001(f). The grounds for the objection are fact-based, and the grounds are not apparent from the face of the proofs of claim; thus, the moving party was required to submit evidence establishing his factual allegations and demonstrating that the claims should be disallowed. LBR 3007-1(a).

The court notes that the objection was filed by an attorney for the debtor who has since substituted out of the case. In addition, that attorney filed the amended notices of hearing three days after he, the debtor, and the debtor's new attorney signed the substitution of attorneys. The matter is complicated by the fact that on April 22, 2015, the debtor, specifically acting "in pro se," filed a response to Pacific Western Bank's opposition to the objection. On April 23, 2015, the debtor, again "in pro se," filed a "Status Report" in which he advised the court he is seeking replacement counsel. In the meantime, the debtor has counsel of record in this case. It is not appropriate for a debtor's former attorney of record to continue to file documents on behalf of the debtor after he has substituted out of the case, nor for a debtor with counsel to file documents as a pro se debtor. The debtor and his present and former counsel are cautioned that in the future, documents not filed by the debtor's then attorney of record will not be considered and may subject Counsel who is no longer the attorney of record to sanctions.

As a result of the procedural and evidentiary defects described above, the objection will be overruled by minute order. No appearance is necessary.

23.	14-20064-D-7 15-2042 GREGO V. PACIFIC WESTERN BANK	GLENN GREGO DKE-1	MOTION TO DISMISS ADVERSARY PROCEEDING 3-23-15 [11]

Final ruling:

The court finds that a hearing will not be helpful and is not necessary. The motion will be resolved without oral argument. This is the motion of defendant Pacific Western Bank (the "Bank") to dismiss the complaint of the plaintiff, Glenn Grego, who is the debtor in the chapter 7 case in which this adversary proceeding is pending (the "debtor"), pursuant to Fed. R. Civ. P. 12(b)(6), made applicable herein by Fed. R. Bankr. P. 7012(b), for failure to state a claim upon which relief can be granted. The motion will be denied for procedural reasons. However, because the debtor failed to allege in his complaint that this court has jurisdiction over the matter, and if so, on what statutory basis, and because he failed to allege whether the matter is a core or non-core proceeding, the court will sua sponte dismiss the complaint with leave to amend.

The motion will be denied for the following procedural reasons. First, the notice of motion, motion, and memorandum of points and authorities were filed as a single document rather than separately, as required by LBR 9014-1(d)(2), 9004-1(a), and the court's Revised Guidelines for the Preparation of Documents, EDC 2-901. Second, the notice does not contain the cautionary language required by LBR 9014-1(d)(3).

The court notes, however, that the complaint does not contain a statement of the grounds for the court's jurisdiction, as required by Fed. R. Civ. P. 8(a)(1) and Fed. R. Bankr. P. 7008, and does not contain a statement that the proceeding is core or non-core and, if non-core, that the pleader does or does not consent to entry of final orders or judgment by the bankruptcy judge, as required by Fed. R. Bankr. P. 7008. Thus, the court will sua sponte conditionally dismiss the complaint.[1] The debtor may file an amended complaint within 20 days from the date of the order on this motion; if he does not, the complaint will be dismissed without further notice or hearing. If the debtor files an amended complaint within 20 days from the date of the order, the Bank shall file an answer or other response in accordance with applicable rules. If the debtor files an amended complaint, the complaint shall contain a statement of the grounds for the court's jurisdiction and a statement that the proceeding is core or non-core and, if non-core, that the debtor does or does not consent to entry of final orders or judgment by the bankruptcy judge.

The court will issue a minute order. No appearance is necessary.

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1 A court may raise the issue of subject matter jurisdiction sua sponte at any time during the pendency of an action. United States v. Moreno-Morillo, 334 F.3d 819, 830 (9th Cir. 2003).

24.	15-21775-D-7 JHW-1 AMERICREDIT FINANCIAL SERVICES VS.	JOHN/NHEALYNN UPTERGROVE	MOTION FOR RELIEF FROM AUTOMATIC STAY 3-23-15 [12]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. As such the court will grant relief from stay and allow the creditor to pursue any available insurance proceeds that result from its collateral. The court will also waive FRBP 4001(a)(3). The moving party is to submit an appropriate order. There will be no further relief afforded. No appearance is necessary.

25.	14-26078-D-7	LUISITA SONGCO	OBJECTION TO CLAIM OF FIRST NATIONAL BANK OF OMAHA, CLAIM NUMBER 1 3-9-15 [26]

Final ruling:

This is the debtor's objection to the claim of First National Bank of Omaha (the "Bank"), Claim No. 1 on the court's claims register. On April 20, 2015, the

debtor purported to withdraw the objection. However, the Bank and the chapter 7 trustee had earlier, on April 9, 2015 and April 15, 2015, respectively, filed opposition to the objection. Pursuant to Fed. R. Civ. P. 41(a)(1), incorporated herein by Fed. R. Bankr. P. 7041 and 9014(c), the debtor was not permitted to withdraw the objection once opposition had been filed. The court infers from the purported withdrawal of the objection that the debtor does not wish to contest the Bank's or the trustee's opposition to the objection, and the objection will therefore be overruled. The objection will be overruled by minute order. No appearance is necessary.

26. 14-26078-D-7 LUISITA SONGCO — OBJECTION TO CLAIM OF AMERICAN EXPRESS BANK, FSB, CLAIM NUMBER 2
3-9-15 [28]

Final ruling:

This is the debtor's objection to the claim of American Express Bank, FSB (the "Bank"), Claim No. 2 on the court's claims register. On April 20, 2015, the debtor purported to withdraw the objection. However, the Bank and the chapter 7 trustee had earlier, on April 9, 2015 and April 15, 2015, respectively, filed opposition to the objection. Pursuant to Fed. R. Civ. P. 41(a)(1), incorporated herein by Fed. R. Bankr. P. 7041 and 9014(c), the debtor was not permitted to withdraw the objection once opposition had been filed. The court infers from the purported withdrawal of the objection that the debtor does not wish to contest the Bank's or the trustee's opposition to the objection, and the objection will therefore be overruled. The objection will be overruled by minute order. No appearance is necessary.

27. 14-26078-D-7 LUISITA SONGCO — OBJECTION TO CLAIM OF CITIBANK, N.A., CLAIM NUMBER 3
3-9-15 [30]

Final ruling:

This is the debtor's objection to the claim of Citibank, N.A. (the "Bank"), Claim No. 3 on the court's claims register. On April 20, 2015, the debtor purported to withdraw the objection. However, the chapter 7 trustee had earlier, on April 15, 2015, filed opposition to the objection. Pursuant to Fed. R. Civ. P. 41(a)(1), incorporated herein by Fed. R. Bankr. P. 7041 and 9014(c), the debtor was not permitted to withdraw the objection once opposition had been filed. The court infers from the purported withdrawal of the objection that the debtor does not wish to contest the trustee's opposition to the objection, and the objection will therefore be overruled. The objection will be overruled by minute order. No appearance is necessary.

28. 14-26078-D-7 LUISITA SONGCO — OBJECTION TO CLAIM OF PYOD, LLC, CLAIM NUMBER 4
3-9-15 [32]

Final ruling:

This is the debtor's objection to the claim of PYOD, LLC (the "Claimant"), Claim No. 4 on the court's claims register. On April 20, 2015, the debtor purported to withdraw the objection. However, the Claimant and the chapter 7 trustee had earlier, on April 15, 2015, filed opposition to the objection. Pursuant to Fed. R. Civ. P. 41(a)(1), incorporated herein by Fed. R. Bankr. P. 7041 and 9014(c), the debtor was not permitted to withdraw the objection once opposition had been filed. The court infers from the purported withdrawal of the objection that the debtor does not wish to contest the Claimant's or the trustee's opposition to the objection, and the objection will therefore be overruled. The objection will be overruled by minute order. No appearance is necessary.

29. 14-22492-D-12 PGM-3 — CHARLES CORNELL — MOTION TO CONFIRM CHAPTER 12 PLAN
3-9-15 [90]

30. 11-34093-D-7 HCS-3 — BONNIE THURMAN — MOTION FOR COMPENSATION BY THE LAW OFFICE OF HERUM/CRABTREE/SUNTAG FOR DANA A. SUNTAG, TRUSTEE'S ATTORNEY(S)
4-1-15 [46]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed. The record establishes, and the court finds, that the fees and costs requested are reasonable compensation for actual, necessary, and beneficial services under Bankruptcy Code § 330(a). As such, the court will grant the motion. Moving party is to submit an appropriate order. No appearance is necessary.

31. 14-25094-D-7 BHS-3 — BRIAN PORTER — MOTION TO ABANDON
3-26-15 [80]

Final ruling:

The matter is resolved without oral argument. There is no timely opposition to the trustee's motion to abandon real and personal property and the trustee has demonstrated the property to be abandoned is of inconsequential value to the estate. Accordingly, the motion will be granted and the property that is the subject of the motion will be deemed abandoned by minute order. No appearance is necessary.

32. 14-23397-D-7 HCS-5 — MICHAEL ANTHONY/MARIA ORTIZ — MOTION FOR COMPENSATION BY THE LAW OFFICE OF HERUM/CRABTREE/SUNTAG FOR DANA A. SUNTAG, TRUSTEE'S ATTORNEY(S)
4-1-15 [53]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed. The record establishes, and the court finds, that the fees and costs requested are reasonable compensation for actual, necessary, and beneficial services under Bankruptcy Code § 330(a). As such, the court will grant the motion. Moving party is to submit an appropriate order. No appearance is necessary.

33. 10-27398-D-7 GJS-4 — PETER ANDERSON — MOTION TO AVOID LIEN OF GENERAL ELECTRIC CAPITAL CORPORATION 3-5-15 [53]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. The court finds the judicial lien described in the motion impairs an exemption to which the debtor is entitled. As a result, the court will grant the debtor's motion to avoid the lien. Moving party is to submit an appropriate order. No appearance is necessary.

34. 10-27398-D-7 GJS-5 — PETER ANDERSON — MOTION TO AVOID LIEN OF LOOMIS BASIN VETERINARY CLINIC, INC. 3-5-15 [56]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. The court finds the judicial lien described in the motion impairs an exemption to which the debtor is entitled. As a result, the court will grant the debtor's motion to avoid the lien. Moving party is to submit an appropriate order. No appearance is necessary.

35. 13-29398-D-7 TJW-14 — DAVID/CAROLYN SOWELS — MOTION TO AVOID LIEN OF RICHARD HANF 4-1-15 [118]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. The court finds the judicial lien described in the motion impairs an exemption to which the debtors are entitled. As a result, the court will grant the debtors' motion to avoid the lien. Moving party is to submit an appropriate order. No appearance is necessary.

36. 13-33420-D-7 DAT-4 — CONG TRAN AND PHUONG HUYNH — MOTION TO AVOID LIEN OF ARCADIA MANAGEMENT GROUP, INC. 4-14-15 [50]

37. 14-31725-D-11 TAHOE STATION, INC. MOTION TO ABANDON
FWP-6 4-13-15 [142]

38. 15-20937-D-7 SAMANTHA CAIN MOTION FOR RELIEF FROM
MS-1 AUTOMATIC STAY
UNIVERSE AUTO SALES VS. 4-10-15 [12]

39. 14-31446-D-7 WILLARD/MARGARET CONTINUED MOTION BY BONNIE
BB-1 BODENSCHATZ BAKER TO WITHDRAW AS ATTORNEY
2-26-15 [19]

Final ruling:

This is the motion of Bonnie Baker to withdraw as attorney of record for the debtors in this case. The hearing was continued to permit the moving party to correct certain service and notice defects. On April 15, 2015, the moving party filed a notice of continued hearing and served it, together with the motion and supporting declaration, on the debtors. The notice of continued hearing gave 14 days' notice of the hearing, as permitted by LBR 9014-1(f)(2); however, it stated:

> **Opposition, if any, must be filed with the Clerk of this Court and served upon the debtors and/or their attorney, Bonnie Baker, [address], not less than fourteen (14) calendar days prior to the hearing date stated above. Failure to timely file a written opposition may be deemed a waiver of any opposition to the granting of the motion or may result in the imposition of sanctions.**

This language is, for obvious reasons, not appropriate for inclusion in a notice of hearing of a motion brought pursuant to LBR 9014-1(f)(2). In addition, the notice states that the hearing will be held in Dept. 4 of the bankruptcy court, which is incorrect. Also, the debtors were served at 2701 Sycamore Lane whereas their address of record is 2701 Sycamore Street. The court notes also that the moving party served not only the notice of continued hearing but the original notice of hearing as well.

As a result of these service and notice defects, the motion will be denied by minute order without prejudice. No appearance is necessary.

40. 10-42050-D-7 VINCENT/MALANIE SINGH — MOTION FOR COMPENSATION
GJH-8 — 4-8-15 [528]

Final ruling:

The hearing on this motion is continued to May 13, 2015 at 10:00 a.m. No appearance is necessary.

41. 10-42050-D-7 VINCENT/MALANIE SINGH — MOTION BY KATHY B. PHELPS TO
12-2312 KBP-6 — WITHDRAW AS ATTORNEY
BURKART V. BISESSAR — 4-15-15 [162]

42. 10-42050-D-7 VINCENT/MALANIE SINGH — MOTION BY KATHY B. PHELPS TO
12-2374 KBP-6 — WITHDRAW AS ATTORNEY
BURKART V. WANG — 4-15-15 [146]

43. 10-42050-D-7 VINCENT/MALANIE SINGH — MOTION BY KATHY B. PHELPS TO
12-2401 KBP-6 — WITHDRAW AS ATTORNEY
BURKART V. BISESSAR — 4-15-15 [151]

44.	14-26167-D-7 EJS-2	BRETT/JESSICA WATERBURY	CONTINUED OBJECTION TO CLAIM OF U.S. DEPARTMENT OF EDUCATION, CLAIM NUMBER 5 2-26-15 [27]

Tentative ruling:

This is the debtors' objection to the claim of the U.S. Department of Education (the "Claimant"), Claim No. 5 on the court's claims register. The court is not prepared to consider the objection at this time because, although the moving parties served the Claimant at the address on its proof of claim and at its address on the Roster of Governmental Agencies, they failed to serve the Claimant also at its different address listed on the debtors' schedules, as required by LBR 3007-1(c). The court will continue the hearing to April 29, 2015, at 10:00 a.m., the moving parties to file a notice of continued hearing and serve it, together with the objection and exhibits, on the Claimant at its address as listed on the debtors' schedules. The notice of continued hearing shall be a notice pursuant to LBR 9014-1(f)(2) (no written opposition required).

The court will hear the matter.

45.	15-20774-D-7 MRL-1	MICHAEL WIESENBURGER	MOTION TO COMPEL ABANDONMENT 4-8-15 [17]

46.	15-21475-D-7 DVD-3	KATHRYN/JACK HELLYER	MOTION FOR WAIVER OF REQUIREMENT TO ATTEND 341 MEETING 4-15-15 [24]

47.	14-24788-D-11 RLC-7	CHRISTIAN/AMANDA BADER	MOTION FOR COMPENSATION BY THE LAW OFFICE OF REYNOLDS LAW CORPORATION FOR STEPHEN M. REYNOLDS, DEBTORS' ATTORNEY(S) 3-27-15 [110]

Final ruling:

The hearing on this motion is continued to May 13, 2015 at 10:00 a.m. Moving party is to pay the fee to reopen this Chapter 11 case no later than May 1, 2015. No appearance is necessary on April 29, 2015.