

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Robert S. Bardwil  
Bankruptcy Judge  
Sacramento, California

May 8, 2019 at 10:00 a.m.

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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.	19-20505-D-7	YURI/JANELLE GREEN	MOTION FOR RELIEF FROM
	PPR-1		AUTOMATIC STAY AND/OR MOTION
	NASA FEDERAL CREDIT UNION		FOR ADEQUATE PROTECTION
	VS.		4-5-19 [19]

**Final ruling:**

This matter is resolved without oral argument. This is Nasa Federal Credit Union's motion for relief from automatic stay. The court's 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 debtor is not making post petition payments. The court finds there is cause for relief from stay, including lack of adequate protection of the moving party's interest. As the debtors are not making post-petition payments and the creditor's collateral is a depreciating asset, the court will also waive FRBP 4001(a)(3). Accordingly, the court will grant relief from stay and waive FRBP 4001(a)(3) by minute order. There will be no further relief afforded. No appearance is necessary.

2. 12-28608-D-7 STEVEN CURRY AND BRENDA MOTION TO AVOID LIEN OF  
LBG-2 KRASKO-CURRY CALIFORNIA STATE BOARD OF  
EQUILIZATION  
4-10-19 [23]

**Final ruling:**

This is the debtors' motion to avoid some type of lien allegedly held by the California State Board of Equalization ("SBE") (now the California Department of Tax and Fee Administration ("CDTFA")). The motion will be denied because the evidence of service is insufficient, service itself was incorrect, and the moving papers are unintelligible as to the nature of the relief sought and the grounds therefor.

First, the proof of service is insufficient. The title of the motion is Motion for Order Avoiding Nonpurchase-Money, Nonpossessory Lien of California State Board of Equalization, and the motion, notice of hearing, declaration, and exhibits bear the docket control number LBG-002. However, the proof of service cuts off the title of the motion so it is listed as "Motion for Order Avoiding Nonpurchase-money, Nonpossessory Lien," with no mention of the SBE, and the docket control number, as listed on the proof of service, is LBG-XXX. Thus, the proof of service does not sufficiently evidence that the motion served was the motion to avoid the SBE's lien as opposed to one or the other of the debtors' other motions to avoid liens, also on this calendar.

Second, the proof of service purports to evidence service on the SBE by certified mail, whereas service on a state governmental organization must be by first-class mail, not certified mail. See Fed. R. Bankr. P. 7004(b)(6) and preamble to Rule 7004(b).

Third, the moving papers mix and match the types of relief permitted by § 522(f) of the Bankruptcy Code and there is no documentary evidence of a lien at all, such that the court cannot determine the nature of the lien sought to be avoided, the basis for the avoidance, or even whether the CDTFA has any lien at all against any of the debtors' assets. The motion begins by stating the debtors seek to avoid a nonpurchase-money, nonpossessory lien held by the SBE "against certain real property assets of the estate" (Debtors' Motion, filed April 10, 2019, at 1:23) and that "[s]aid lien impairs the exemption claimed by the Debtors and is wholly undersecured by the value of the property after senior liens." Id. at 1:23-2:2.

In a later paragraph, however, the debtors allege the SBE holds a security interest in their real property "and other personal property as collateral for a nonpurchase-money, nonpossessory lien." Id. at 2:11-12. They then refer to their Schedule C as reflecting an exemption in the "same Property" and their Schedules C and D as showing "the entire value of the property is encumbered by either voluntary mortgage debt that does have possessory and purchase rights as well as the debtors['] claim of exemption." Id. at 2:16-18. The motion concludes by citing § 522(f)(1).

Section 522(f)(1) permits the avoidance of (a) judicial liens, which are usually against real property, but not always; and (b) nonpossessory, nonpurchase-money security interests in household goods, tools of the trade, and health aids. It does not provide for the avoidance of a nonpossessory, nonpurchase-money lien against real property. Although the motion sounds as if the debtors are seeking to avoid a judicial lien against their real property, there is no mention in the moving papers of a judicial lien held by the CDTFA (or the SBE). The debtors have failed

to allege or demonstrate the CDTFA has or the SBE had a judicial lien against their real property.<sup>1</sup>

The court suspects that the debtors, who filed this bankruptcy case seven years ago, have discovered the SBE recorded an abstract of judgment with the County Recorder's Office, such that they are unable to refinance or sell their residence. As their residence is real property, it appears the debtors actually need to avoid a judicial lien, not a nonpossessory, nonpurchase-money lien, which, as indicated above, can only be avoided if it attaches to items of personal property described in the statute. Here, there is no competent evidence the SBE had or the CDTFA has a lien of any kind against any property of the debtors.

In order to avoid a judicial lien, "the debtor must make a competent record on all elements of the lien avoidance statute, 11 U.S.C. § 522(f)" (In re Mohring, 142 B.R. 389, 391 (Bankr. E.D. Cal. 1992)), including that the creditor has a lien that is a judicial lien. Goswami v. MTC Distrib. (In re Goswami), 304 B.R. 386, 390-91 (9th Cir. BAP 2003), quoting Mohring, 142 B.R. at 392. "The operative principle here is that although bankruptcy confers substantial benefits on the honest but unfortunate debtor, including a discharge of debts, the ability to retain exempt property, and the ability to avoid certain liens that impair exemptions, there is a price." Mohring, 142 B.R. at 396. Obtaining a copy of a recorded abstract of judgment or competent admissible evidence of some other type of avoidable lien seems a small price to pay to avoid an otherwise valid and enforceable property interest.

The moving parties have the responsibility to state with particularity the factual and legal grounds for the relief requested. LBR 9014-1(d)(3)(A). Here, the debtors have failed to state any legitimate grounds for the conclusion that the SBE or the CDTFA has or had a nonpurchase-money nonpossessory lien against any of their property, have failed to state either has or had a judicial lien, and have failed to state a cogent theory on which any such lien would be avoidable under § 522(f). Accordingly, and also as a result of the service defects described above, the motion will be denied by minute order. No appearance is necessary.

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1 The debtors' declaration adds to the confusion, as follows: "Before the filing of our Bankruptcy petition, we borrowed money from CALIFORNIA STATE BOARD OF EQUILIZATION [sic]. As part of the loan process, CALIFORNIA STATE BOARD OF EQUILIZATION [sic] acquired a nonpurchase-money, nonpossessory lien in our personal residence and other items of personal property." Debtors' Decl., filed April 10, 2019, at 1:19-22. These allegations are almost certainly inaccurate.

3. 12-28608-D-7 STEVEN CURRY AND BRENDA MOTION TO AVOID LIEN OF FORD  
LBG-3 KRASKO-CURRY MOTOR CREDIT COMPANY, LLC  
4-10-19 [28]

Final ruling:

This is the debtors' motion to avoid some type of lien allegedly held by Ford Motor Credit Company, LLC ("Ford"). The motion will be denied because the evidence of service is insufficient, service itself was incorrect, and the moving papers are unintelligible as to the nature of the relief sought and the grounds therefor.

First, the proof of service is insufficient. The title of the motion is Motion for Order Avoiding Nonpurchase-Money, Nonpossessory Lien of Ford Motor Credit Company, LLC, and the motion, notice of hearing, declaration, and exhibits bear the docket control number LBG-003. However, the proof of service cuts off the title of the motion so it is listed as "Motion for Order Avoiding Nonpurchase-money, Nonpossessory Lien," with no mention of Ford, and the docket control number, as listed on the proof of service, is LBG-XXX. Thus, the proof of service does not sufficiently evidence that the motion served was the motion to avoid Ford's lien as opposed to one or the other of the debtors' other motions to avoid liens, also on this calendar.

Second, the proof of service purports to evidence service on Ford by certified mail, whereas service on a corporation, partnership, or other unincorporated association that is not an FDIC-insured institution must be by first-class mail, not certified mail. Compare Fed. R. Bankr. P. 7004(b)(3) and preamble to Rule 7004(b) with Rule 7004(h).

Third, the moving papers mix and match the types of relief permitted by § 522(f) of the Bankruptcy Code and there is no documentary evidence of a lien at all, such that the court cannot determine the nature of the lien sought to be avoided, the basis for the avoidance, or even whether Ford has any lien at all against any of the debtors' assets. The motion begins by stating the debtors seek to avoid a nonpurchase-money, nonpossessory lien held by Ford "against certain real property assets of the estate" (Debtors' Motion, filed April 10, 2019, at 1:23) and that "[s]aid lien impairs the exemption claimed by the Debtors and is wholly undersecured by the value of the property after senior liens." Id. at 1:23-2:2.

In a later paragraph, however, the debtors allege Ford holds a security interest in their real property "and other personal property as collateral for a nonpurchase-money, nonpossessory lien." Id. at 2:10-11. They then refer to their Schedule C as reflecting an exemption in the "same Property" and their Schedules C and D as showing "the entire value of the property is encumbered by either voluntary mortgage debt that does have possessory and purchase rights as well as the debtors['] claim of exemption." Id. at 2:15-17. The motion concludes by citing § 522(f)(1).

Section 522(f)(1) permits the avoidance of (a) judicial liens, which are usually against real property, but not always; and (b) nonpossessory, nonpurchase-money security interests in household goods, tools of the trade, and health aids. It does not provide for the avoidance of a nonpossessory, nonpurchase-money lien against real property. Although the motion sounds as if the debtors are seeking to avoid a judicial lien against their real property, there is no mention in the moving papers of a judicial lien held by Ford. The debtors have failed to allege or demonstrate Ford has a judicial lien against their real property.<sup>1</sup>

The court suspects that the debtors, who filed this bankruptcy case seven years ago, have discovered Ford recorded an abstract of judgment with the County Recorder's Office, such that they are unable to refinance or sell their residence. As their residence is real property, it appears the debtors actually need to avoid a judicial lien, not a nonpossessory, nonpurchase-money lien, which, as indicated above, can only be avoided if it attaches to items of personal property described in the statute. Here, there is no competent evidence Ford has a lien of any kind against any property of the debtors.

In order to avoid a judicial lien, "the debtor must make a competent record on all elements of the lien avoidance statute, 11 U.S.C. § 522(f)" (In re Mohring, 142 B.R. 389, 391 (Bankr. E.D. Cal. 1992)), including that the creditor has a lien that is a judicial lien. Goswami v. MTC Distrib. (In re Goswami), 304 B.R. 386, 390-91 (9th Cir. BAP 2003), quoting Mohring, 142 B.R. at 392. "The operative principle here is that although bankruptcy confers substantial benefits on the honest but unfortunate debtor, including a discharge of debts, the ability to retain exempt property, and the ability to avoid certain liens that impair exemptions, there is a price." Mohring, 142 B.R. at 396. Obtaining a copy of a recorded abstract of judgment or competent admissible evidence of some other type of avoidable lien seems a small price to pay to avoid an otherwise valid and enforceable property interest.

The moving parties have the responsibility to state with particularity the factual and legal grounds for the relief requested. LBR 9014-1(d)(3)(A). Here, the debtors have failed to state any legitimate grounds for the conclusion that Ford has a nonpurchase-money nonpossessory lien against any of their property, have failed to state Ford has a judicial lien, and have failed to state a cogent theory on which any such lien would be avoidable under § 522(f). Accordingly, and also as a result of the service defects described above, the motion will be denied by minute order. No appearance is necessary.

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1 The debtors' declaration adds to the confusion, as follows: "Before the filing of our Bankruptcy petition, we borrowed money from FORD MOTOR CREDIT COMPANY, LLC. As part of the loan process, FORD MOTOR CREDIT COMPANY, LLC acquired a nonpurchase-money, nonpossessory lien in our personal residence and other items of personal property." Debtors' Decl., filed April 10, 2019, at 1:19-22. These allegations are almost certainly inaccurate.

4. 12-28608-D-7 STEVEN CURRY AND BRENDA MOTION TO AVOID LIEN OF EDWARD  
LBG-4 KRASKO-CURRY AND JOAN GOLDEN  
4-10-19 [33]

**Final ruling:**

This is the debtors' motion to avoid some type of lien allegedly held by Edward and Joan Golden ("the Golden"). The motion will be denied because the evidence of service is insufficient, service itself was incorrect, and the moving papers are unintelligible as to the nature of the relief sought and the grounds therefor.

First, the proof of service is insufficient. The title of the motion is Motion for Order Avoiding Nonpurchase-Money, Nonpossessory Lien of Edward and Joan Golden, and the motion, notice of hearing, declaration, and exhibits bear the docket control number LBG-004. However, the proof of service cuts off the title of the motion so it is listed as "Motion for Order Avoiding Nonpurchase-money, Nonpossessory Lien," with no mention of the Golden, and the docket control number, as listed on the proof of service, is LBG-XXX. Thus, the proof of service does not sufficiently evidence that the motion served was the motion to avoid the Golden's lien as opposed to one or the other of the debtors' other motions to avoid liens, also on this calendar.

Second, the proof of service purports to evidence service on the Goldens by certified mail, whereas service on individuals must be by first-class mail, not certified mail. See Fed. R. Bankr. P. 7004(b)(1) and preamble to Rule 7004(b).

Third, the moving papers mix and match the types of relief permitted by § 522(f) of the Bankruptcy Code and there is no documentary evidence of a lien at all, such that the court cannot determine the nature of the lien sought to be avoided, the basis for the avoidance, or even whether the Goldens have any lien at all against any of the debtors' assets. The motion begins by stating the debtors seek to avoid a nonpurchase-money, nonpossessory lien held by the Goldens "against certain real property assets of the estate" (Debtors' Motion, filed April 10, 2019, at 1:23) and that "[s]aid lien impairs the exemption claimed by the Debtors and is wholly undersecured by the value of the property after senior liens." Id. at 1:23-2:1.

In a later paragraph, however, the debtors allege the Goldens hold a security interest in their real property "and other personal property as collateral for a nonpurchase-money, nonpossessory lien." Id. at 2:9-10. They then refer to their Schedule C as reflecting an exemption in the "same Property" and their Schedules C and D as showing "the entire value of the property is encumbered by either voluntary mortgage debt that does have possessory and purchase rights as well as the debtors['] claim of exemption." Id. at 2:14-16. The motion concludes by citing § 522(f)(1).

Section 522(f)(1) permits the avoidance of (a) judicial liens, which are usually against real property, but not always; and (b) nonpossessory, nonpurchase-money security interests in household goods, tools of the trade, and health aids. It does not provide for the avoidance of a nonpossessory, nonpurchase-money lien against real property. Although the motion sounds as if the debtors are seeking to avoid a judicial lien against their real property, there is no mention in the moving papers of a judicial lien held by the Goldens. The debtors have failed to allege or demonstrate the Goldens have a judicial lien against their real property.

The court suspects that the debtors, who filed this bankruptcy case seven years ago, have discovered the Goldens recorded an abstract of judgment with the County Recorder's Office, such that they are unable to refinance or sell their residence. As their residence is real property, it appears the debtors actually need to avoid a judicial lien, not a nonpossessory, nonpurchase-money lien, which, as indicated above, can only be avoided if it attaches to items of personal property described in the statute. Here, there is no competent evidence the Goldens have a lien of any kind against any property of the debtors.

In order to avoid a judicial lien, "the debtor must make a competent record on all elements of the lien avoidance statute, 11 U.S.C. § 522(f)" (In re Mohring, 142 B.R. 389, 391 (Bankr. E.D. Cal. 1992)), including that the creditor has a lien that is a judicial lien. Goswami v. MTC Distrib. (In re Goswami), 304 B.R. 386, 390-91 (9th Cir. BAP 2003), quoting Mohring, 142 B.R. at 392. "The operative principle here is that although bankruptcy confers substantial benefits on the honest but unfortunate debtor, including a discharge of debts, the ability to retain exempt property, and the ability to avoid certain liens that impair exemptions, there is a price." Mohring, 142 B.R. at 396. Obtaining a copy of a recorded abstract of judgment or competent admissible evidence of some other type of avoidable lien seems a small price to pay to avoid an otherwise valid and enforceable property interest.

The moving parties have the responsibility to state with particularity the factual and legal grounds for the relief requested. LBR 9014-1(d)(3)(A). Here, the debtors have failed to state any legitimate grounds for the conclusion that the Goldens have a nonpurchase-money nonpossessory lien against any of their property, have failed to state the Goldens have a judicial lien, and have failed to state a cogent theory on which any such lien would be avoidable under § 522(f). Accordingly, and also as a result of the service defects described above, the motion will be denied by minute order. No appearance is necessary.

5. 18-27510-D-7 TAYLER/JULIA CAMPBELL MOTION TO EMPLOY J. RUSSELL  
DNL-1 CUNNINGHAM AS ATTORNEY  
4-4-19 [20]

**Tentative ruling:**

This is the trustee's application to employ Desmond, Nolan, Livaich and Cunningham ("Counsel") as his general counsel pursuant to a hybrid fee agreement. The application was noticed pursuant to LBR 9014-1(f)(1) and no opposition has been filed. However, the court is not persuaded notice was sufficient, and therefore, will continue the hearing.

The application describes a potential avoidance action the trustee contemplates filing, and states the terms of the fee agreement: for services rendered in the investigation, prosecution, and collection of all transfer avoidance claims (including any related compromise motion), Counsel will be paid 25% of any recovery obtained prior to commencing suit; 33% of any recovery obtained 30 days before trial; and 40% of any recovery obtained later. For all general counsel services, Counsel's compensation will be on an hourly lodestar basis.

The notice of hearing, which is the only document served on creditors, describes the potential avoidance action and states that Counsel will be employed "pursuant to a hybrid fee agreement, effective February 25, 2019." No information about the hybrid fee agreement is provided. In the court's view, the notice does not "sufficiently describe the nature of the relief being requested and set forth the essential facts necessary for a party to determine whether to oppose the motion," as required by LBR 9014-1(d)(3)(B)(iv). The hybrid nature of the fee agreement, and in particular, the contingency fee portion, is the only reason it was necessary for Counsel to notice creditors to begin with. If Counsel's employment were to be solely on an hourly basis, notice to the Office of the United States Trustee alone would have been sufficient. Thus, for notice to be compliant with the local rule, the terms of the hybrid fee agreement must be included.

The court has a second concern - that Counsel seeks approval of its employment retroactive to February 25, 2019, whereas Counsel has not made the showing required by LBR 2014-1(b)(2) for employment retroactive beyond March 5, 2019, the 30th day before the filing of the application.

The court will continue the hearing to permit Counsel to file and serve a notice of continued hearing, compliant with LBR 9014-1(d)(3)(B)(iv) and to supplement the record with regard to the retroactive aspect of the proposed employment. The court will hear the matter.

6. 18-25811-D-11 JLM ENERGY, INC. CONTINUED STATUS CONFERENCE RE:  
CHAPTER 11 VOLUNTARY PETITION  
9-13-18 [1]
7. 19-22025-D-12 JEFFREY DYER AND JAN STATUS CONFERENCE RE: VOLUNTARY  
WING-DYER PETITION  
4-1-19 [1]
8. 19-21826-D-7 JONAS JOHNSON AND IRENE MOTION FOR RELIEF FROM  
PPR-1 STAMBAUGH-JOHNSON AUTOMATIC STAY  
DEUTSCHE BANK NATIONAL TRUST 4-9-19 [11]  
COMPANY VS.

**Final ruling:**

**This matter is resolved without oral argument. This is Deutsche Bank National Trust Company'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.**

9. 19-22247-D-12 JERRY WATKINS STATUS CONFERENCE RE: VOLUNTARY  
PETITION  
4-11-19 [1]

**Final ruling:**

This is the debtor's "continued" motion to dismiss this case on the ground the case was accidentally filed and is a duplicate of a case filed earlier. The motion will be removed from calendar because it has already been denied.

When the moving party originally filed this motion, her counsel utilized BK Attorney Services, LLC, to serve the notice of hearing, but the notice was served only on the debtor, her attorney, the chapter 7 trustee, and the Office of the U.S. Trustee. BK Attorney Services, LLC failed to serve all creditors (or any creditors), as required by Fed. R. Bankr. P. 2002(a)(4). The court issued a tentative ruling to that effect and counsel stated at the March 27, 2019 hearing he should be able to get an amended notice served that day. The court therefore continued the hearing to April 10, 2019. Counsel did not file an amended notice that day or at any time until April 8, 2019, two days before the continued hearing date. Counsel finally filed the "amended notice," together with a "continued motion," three hours after the court had posted on its website its pre-hearing dispositions for April 10, which included a final ruling on this motion. The ruling described the original notice defect and concluded, "The court continued the hearing to give the moving party the opportunity to file a notice of continued hearing and serve it on all creditors, but the moving party has not done so. As a result of this service defect, the motion will be denied by minute order. No appearance is necessary." That ruling went into the civil minutes for the April 10, 2019 hearing and an order was filed April 11, 2019 denying the motion. Thus, the motion, DC No. RLC-1, has been denied.

With the documents filed April 8, 2019, the moving party utilized the same docket control number and filed a "continued motion" and "amended notice" as if the court had not already ruled the motion would be denied. In other words, having missed the deadline he had agreed to at the original hearing, counsel elected, after the court had issued a final ruling to deny the motion, to behave as if it had not been denied. This conduct creates confusion on the docket, reflects disregard of the court's rules and procedures, and causes an unnecessary drain on the court's time and resources.

The court notes two other defects for counsel's future reference. First, the document filed as the proof of service consists of three different declarations as to service, only one of which is signed by the individual who actually made the service. The declarants in the first two declarations state only that they utilized an Approved Bankruptcy Notice Provider to make the service. The first two declarations are inconsistent with each other as to the descriptions of the documents served. In the first, counsel's paralegal testifies under oath she caused the amended notice, continued motion, and declaration to be served utilizing the notice provider, whereas in the second, counsel testifies, also under oath, he caused the amended notice to be served by the notice provider. Counsel does not mention the continued motion or declaration.

Second, the approved notice provider utilized an address for Wells Fargo Bank, holder of more than half the debtor's debt according to her schedules, that is neither the address listed on the schedules nor the address listed on the PACER

matrix as the creditor's preferred address. Thus, service on this creditor did not comply with Fed. R. Bankr. P. 2002(g).

Because the motion that is DC No. RLC-1 has previously been denied, the matter will be removed from calendar. The court's civil minutes for this date will include this ruling. No appearance is necessary.

11. 09-29162-D-11 SK FOODS, L.P. MOTION TO VOID CLAIM HOLDERS'  
NH-2 DISTRIBUTION RIGHTS  
4-5-19 [5784]

12. 18-22878-D-7 DENNIS/SANDRA HARRISON CONTINUED MOTION TO AVOID LIEN  
GSJ-1 OF FORD MOTOR CREDIT COMPANY  
1-30-19 [47]

**Final ruling:**

**Motion withdrawn by moving party. Matter removed from calendar.**

13. 17-20981-D-7 ALEX/PATRICIA FRANCOIS MOTION FOR COMPENSATION FOR  
KJH-4 GABRIELSON AND COMPANY,  
ACCOUNTANT(S)  
4-5-19 [85]

**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.

14. 19-21083-D-7 TORY/SYLVIA BATTEN TRUSTEE'S MOTION TO DISMISS FOR  
FAILURE TO APPEAR AT SEC.  
341(A) MEETING OF CREDITORS  
4-3-19 [14]

15. 17-20689-D-7 MONUMENT SECURITY, INC. MOTION FOR COMPENSATION BY THE  
ET-31 LAW OFFICE OF EASON AND  
TAMBORNINI, ALC FOR MATTHEW R.  
EASON, DEBTOR'S ATTORNEY(S)  
4-4-19 [654]

**Tentative ruling:**

This is the application of Eason & Tambornini ("Counsel") for a second and final allowance of compensation as counsel for the debtor-in-possession during the time this case was a chapter 11 case. The application was noticed pursuant to LBR 9014-1(f)(2); thus, the court will entertain opposition, if any, at the hearing. In addition, the court will consider the response filed by the chapter 7 trustee. However, the court will continue the hearing in any event for Counsel to supplement the record because the time sheets filed with the application are for the period covered by Counsel's first interim application for compensation, not the period covered by this application.

The court will hear the matter.

16. 18-27991-D-7 MARK/TIFFANY AUSTIN CONTINUED MOTION TO COMPEL  
NF-1 ABANDONMENT  
1-29-19 [12]

17. 19-22315-D-11 DAMON RUSHIN STATUS CONFERENCE RE: VOLUNTARY  
PETITION  
4-15-19 [1]

**Final ruling:**

This case was dismissed on May 3, 2019. As a result the Chapter 11 status conference is concluded. No appearance is necessary.

18. 18-27925-D-7 CHRISTOPHER NEARY CONTINUED MOTION FOR RELIEF  
RWC-1 FROM AUTOMATIC STAY  
WILLIAM AMARAL VS. 4-2-19 [15]

19. 18-25346-D-7 SHIV SINGH MOTION TO COMPEL ABANDONMENT  
GMW-5 4-24-19 [58]

**Final ruling:**

This is the debtor's motion to compel the trustee to abandon certain real property. The motion will be denied because the notice of hearing purports to require the filing of written opposition 14 days prior to the hearing date, whereas the moving party gave only 14 days' notice of the hearing. Thus, the notice did not comply with either LBR 9014-1(f) (1) or (f) (2).

As a result of this notice defect, the motion will be denied by minute order. No appearance is necessary.

20. 18-22453-D-7 ECS REFINING, INC. MOTION TO EMPLOY DIAMOND  
HSM-9 MCCARTHY LLP AS SPECIAL COUNSEL  
4-17-19 [1089]

21. 18-27584-D-7 EDWARD/SODONIA BELL CONTINUED MOTION TO COMPEL  
GS-1 ABANDONMENT  
3-21-19 [14]

22. 15-29890-D-7 GRAIL SEMICONDUCTOR MOTION TO EXTEND TIME  
18-2180 4-18-19 [61]  
SEDGWICK FUNDINGCO, LLC V.  
NEWDELMAN ET AL

23. 19-20716-D-7 SJW CONSTRUCTION, INC.  
TF-2

MOTION FOR APPROVAL OF  
STIPULATION FOR REJECTION OF  
LEASE, RETURN OF POSSESSION OF  
PREMISES AND ABANDONMENT OF  
PERSONAL PROPERTY O.S.T.  
4-26-19 [12]