UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Sacramento, California

June 20, 2018 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.

1.	18-20604-D-11	BOB COOK COMPANY LLC	CONTINUED STATUS CONFERENCE RE: VOLUNTARY PETITION 2-2-18 [1]
2.	12-30407-D-7 MHK-4	DAVID/KATHLEEN HANSON	MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH SETTLEMENT FUND TRUSTEE 5-22-18 [65]

3. 18-22214-D-7 NAVROOP GILL
JHK-1
WHATCOM EDUCATIONAL CREDIT UNION VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-10-18 [12]

Final ruling:

This matter is resolved without oral argument. This is Whatcom Educational 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 debtor is 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.

4. 18-22214-D-7 NAVROOP GILL
JHK-2
WHATCOM EDUCATIONAL CREDIT UNION VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-10-18 [19]

Final ruling:

This matter is resolved without oral argument. This is Whatcom Educational Credit Union'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.

5. 18-22717-D-7 CHRISTOPHER CURTIN
DWE-1
WELLS FARGO BANK, N.A. VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR ADEQUATE PROTECTION
5-23-18 [16]

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. As the debtor's Statement of Intentions indicates he will surrender the property, the court will also waive FRBP 4001(a)(3) by minute order. There will be no further relief afforded. No appearance is necessary.

6. 17-25421-D-7 MICHAEL HAIGH
PA-2

CONTINUED OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
11-30-17 [26]

7. 18-20323-D-7 DONALD GRANIZO
UST-1

MOTION TO DISMISS CASE PURSUANT TO 11 U.S.C. SECTION 707(B)
4-11-18 [21]

8. 16-22725-D-7 PETER/CATHLEEN VERBOOM
HSM-3

MOTION FOR COMPENSATION BY THE LAW OFFICE OF HEFNER, STARK AND MAROIS, LLP FOR HOWARD S. NEVINS, TRUSTEE'S ATTORNEY(S)
5-18-18 [237]

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.

9. 18-22742-D-7 DEBORAH WALLIS

MOTION FOR WAIVER OF THE CHAPTER 7 FILING FEE OR OTHER FEE
5-2-18 [5]

10.	17-21149-D-7 17-2095 ST. CROIX FINANCIAL CENTER, INC. V. REEVE	LESLEY REEVE PA-1	CONTINUED MOTION FOR SUMMARY JUDGMENT 3-14-18 [17]

Tentative ruling:

This is the plaintiff's motion for summary judgment against the defendant, who is also the debtor in the underlying chapter 7 case (the "debtor"), on the first cause of action of the plaintiff's complaint. (By its first cause of action, the plaintiff seeks denial of the debtor's discharge; if the plaintiff prevails on that cause of action, the second cause of action, for a determination of nondischargeability of a debt, will be moot.) The debtor has filed opposition, the plaintiff has filed a reply, and the debtor has filed a response to the reply.[1] For the following reasons, the court will grant the motion in part, pursuant to Fed. R. Civ. P. 56(g), incorporated herein by Fed. R. Bankr. P. 7056, and determine certain facts to be not genuinely in dispute and to be treated as established in the case.

Summary judgment is appropriate when there exists "no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). The Supreme Court discussed the standards for summary judgment in a trilogy of cases: Celotex Corp. v. Catrett, 477 U.S. 317 (1986); Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986); and Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574 (1986). In a motion for summary judgment, the moving party bears the initial burden of persuasion in demonstrating that no issues of material fact exist. Anderson, 477 U.S. at 255. A genuine issue of material fact exists when the trier of fact could reasonably find for the non-moving party. Id. at 248. The court may consider pleadings, depositions, answers to interrogatories, and any affidavits. Celotex at 323. To demonstrate the presence or absence of a genuine dispute, a party must cite to specific materials in the record, or submit an affidavit or declaration by a competent witness based on personal knowledge. See Fed. R. Civ. P. 56(c)(1), (4). Where the movant bears the burden of persuasion as to the claim, it must point to evidence in the record that satisfies its claim. Anderson, 477 U.S. at 252. Once the moving party has met its initial burden, the non-moving party must show specific facts demonstrating the existence of genuine issues of fact for trial. Id. at 256.

The party objecting to discharge bears the burden of proving by a preponderance of the evidence that the discharge should be denied. In re Khalil, 379 B.R. 163, 172 (9th Cir. BAP 2007), aff'd, 578 F.3d 1167, 1168 (9th Cir. 2009) (expressly adopting the BAP's opinion). "In keeping with the 'fresh start' purposes behind the Bankruptcy Code, courts should construe § 727 liberally in favor of debtors and strictly against parties objecting to discharge." In re Bernard, 96 F.3d 1279, 1281 (9th Cir. 1996). This does not alter the preponderance of the evidence standard, but rather means that "actual, rather than constructive, intent is required" on the part of the debtor. Khalil, 379 B.R. at 172.

The plaintiff seeks to deny the debtor's discharge under § 727(a)(4)(A) on the ground that she knowingly and fraudulently, in or in connection with this bankruptcy case, made a false oath. "A false statement or an omission in the debtor's bankruptcy schedules or statement of financial affairs can constitute a false oath." Khalil, 379 B.R. at 172. "The fundamental purpose of § 727(a)(4)(A) is to insure that the trustee and creditors have accurate information without having to conduct costly investigations." Id. The elements of a § 727(a)(4)(A) claim are that: "(1)

[the debtor] made such a false statement or omission, (2) regarding a material fact, and (3) did so knowingly and fraudulently." Id. (noting that the third element is sometimes broken down into two, as the court will do here).

The plaintiff contends the debtor made false oaths satisfying these elements when she (1) omitted from her Schedule D, master address list, and statement of intention the creditors having claims secured by assets titled in her spouse's name, in which the debtor had a community property interest; namely, their residence and two vehicles;[2] (2) omitted from her Schedule E/F and master address list the issuers of six credit cards held by her spouse, having balances as of the petition date totaling $46,998,[3] on one of which the debtor was an authorized user; (3) omitted from her original Schedule A/B income tax refunds owed to her by the United States Virgin Islands totaling $11,333 and amended the schedule to include them only after they came to light at the meeting of creditors; and (4) omitted her 2015 income from her statement of financial affairs. The court concludes no genuine issues of material fact exist and the plaintiff is entitled to judgment as a matter of law on these facts: that these omissions constituted false omissions, that they concerned material facts, and that the debtor made the omissions knowingly. The only issue remaining for trial, therefore, is whether she made the omissions fraudulently.

As to the first issue, the debtor's opposition and response to the plaintiff's reply are confused and confusing. Even now, a year into the adversary proceeding, the debtor is equivocal as to whether the mortgage, vehicle, and credit card claims were community claims and whether she was required to schedule them. She contends "[t]he determination of what qualifies as a community claim requires a complex legal analysis" (Debtor's Opp., filed May 30, 2018 ("Opp.") at 4:12) and "it strains the imagination to envision that a debtor could be viewed as defrauding the bankruptcy process by failing to list debts for which the debtor has no personal liability and where the debtor never contracted with the creditor." Id. at 4:19-21. The debtor still, 15 months into her chapter 7 case, has not amended her schedules to add these claims and she flatly maintains the claimholders are not her creditors.[4]

The debtor's conclusions are mistaken and the analysis, at least as to the facts of her particular case, is not complex. All interests of both the debtor and her spouse in community property that is under the sole, equal, or joint management and control of the debtor are property of the debtor's bankruptcy estate. § 541(a)(2)(A). Both the debtor and her spouse reside in the residence and both of them use both cars; thus, the interests of both the debtor and her spouse in the residence and the cars are property of the debtor's bankruptcy estate. The claims of the mortgage holder and the car lenders are claims "for which property of the kind specified in section 541(a)(2) . . . is liable . . . ." They are therefore, by definition, community claims. § 101(7). And the debtor admits the community property is liable for the credit card claims; thus, they are also, by definition, community claims. Id. By definition, an entity that has a community claim is a "creditor" in a bankruptcy case (§ 101(10)(C)); thus, all of the omitted creditors are creditors of the debtor and she was required to list them in her schedules. That the debtor claims not to have understood the requirement to schedule these creditors does not make their omission any less false.[5]

The omission of the community claims was material. A false statement or omission involves a material fact if the fact "bears a relationship to the debtor's business transactions or estate, or concerns the discovery of assets, business dealings, or the existence and disposition of the debtor's property." Khalil, 379 B.R. at 173. Further, "nondisclosure of creditors (and debts) can be just as important as nondisclosure of assets. Information regarding business and personal

dealings can lead to discovery of assets, potentially avoidable transfers, or other relevant information such as grounds to deny a debtor's discharge." Id. at 177. And "[a] false statement or omission may be material even if it does not cause direct financial prejudice to creditors." Id.

The debtor claims, first, that her failure to list the community claims will have no effect on the creditors that hold them.

> In a technical sense, it is true that if a holder of a community claim is not listed on the Creditor List or on the Schedule E/F, it will not receive notice of the order for relief or of other events and deadlines in the Bankruptcy Case. However, it is an overstatement to conclude that such creditors will not be able to vindicate their rights. Nothing in this filing will preclude the spouse's unsecured creditors from seeking relief against the non-debtor spouse and nothing in this filing abrogates a secured creditor from pursuing its rights as a lien holder.

Opp. at 7:14-19. The argument overlooks the implications a debtor's bankruptcy discharge has for the holders of community claims. See § 524(a)(3). In this case, such implications may be mitigated because the debtor did not notify the community claimants and a claims bar date was set, which has come and gone. See § 523(a)(3). That after-the-fact outcome does not obviate the debtor's duty to schedule all her creditors.

Further, the existence of $46,998 in credit card debt for which the debtor's community property is liable – including her community property interest in her spouse's earnings, is likely to be material to the plaintiff's ability to collect on its debt, if the debtor's discharge is denied or if her debt to the plaintiff is determined to be nondischargeable. Finally, the omitted community debts – the credit card debts plus the car loans, but not including the mortgage debt, the amount of which the debtor did not disclose, totaled $91,461, two and a half times the amounts of the debtor's scheduled debts combined, except for her debt to the plaintiff.

The debtor contends her failure to disclose her income from her former restaurant on St. Croix "had no impact on the estate" (Opp. at 5:5-6) and that the plaintiff has had the restaurant's financial information since 2015 in any event. As indicated above, however, the test for materiality is not impact on the estate but relevance to the debtor's business or personal dealings or her property.[6] And it is not relevant that the plaintiff may have had the information already, because "all parties in interest . . . should be entitled to rely on the accuracy of the court's official file." In re Searles, 317 B.R. 368, 377 (9th Cir. BAP 2004). The debtor testifies in opposition to this motion that her tax return for 2015 shows she received a capital gain of $28,163 in that year from the corporation through which she operated her restaurant and her K-1 showed a loss of $7,854. Particularly in light of the fact that the debtor reported no income at all for 2015, 2016, or 2017 on her statement of affairs, the court finds these figures to be material for purposes of disclosure.

The court also finds the debtor made these false omissions knowingly. "A debtor 'acts knowingly if he or she acts deliberately and consciously.'" Khalil, 379 B.R. at 173. The debtor admits she knew about the mortgage loan and the car loans before she filed her petition and knew her spouse had significant credit card debt. She had filed her 2014 and 2015 tax returns in the Virgin Islands by the time

of filing, and the returns reflected the refunds due her, a total of $11,333 (a figure the court also finds to be material). Although she has offered explanations for her omission of this information on her bankruptcy paperwork, explanations the court will consider at trial, she was aware of the information and made a conscious decision not to include it in her bankruptcy schedules and statements.

The court is not prepared to make findings as to the final element of the cause of action – whether the debtor made the false omissions fraudulently. The issue turns on the debtor's intent to deceive creditors. See Khalil, 379 B.R. at 173. Although intent may be proven by circumstantial evidence or inferences drawn from the debtor's course of conduct (id. at 174), in this case, the facts as to this issue are genuinely disputed and its resolution will turn on the credibility of the evidence. Thus, the "issue is inappropriate for resolution on summary judgment." Zetwick v. County of Yolo, 850 F.3d 436, 441 (9th Cir. 2017).

For the reasons stated, the court will grant the motion in part and determine the following facts to be not genuinely in dispute and such facts will be treated as established in the case: that the debtor made false omissions when she omitted from her bankruptcy paperwork the information itemized above, that the omissions concerned material facts, and that the debtor made the omissions knowingly. As to the issue whether the debtor made the omissions fraudulently, the motion will be denied. The court will hear the matter.

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1 The primary purpose of the response was apparently to explain the filing of an amended declaration of the debtor to add the words "under penalty of perjury" in the concluding sentence. However, the debtor also took the opportunity to expand on her arguments, and the court will exercise its discretion and consider the response although the local rules do not provide for sur-replies.

The plaintiff stated in its reply to the debtor's opposition that because the debtor's declaration was not signed under oath, the plaintiff had decided not to submit additional evidentiary objections it might otherwise have made. Because the court intends to rule for the plaintiff except as to the issue of whether the debtor made the false omissions fraudulently, and will set the latter issue for an evidentiary hearing or trial, the court will consider evidentiary objections to the debtor's testimony at that time.

2 It is undisputed that the residence and vehicles were purchased after the debtor and her spouse married, that there was no equity in the residence when her spouse purchased it, that all the payments on the mortgage and the car loans have been made from the spouse's earnings, and that those earnings are community property.

3 The plaintiff lists this total in its reply as $52,621; however, one of the entries included in the listing was for "$9,343.94, including a past due balance of $5,622.85" (emphasis added), whereas the $52,621 figure includes the $9,343.94 plus $5,622.85.

4 "In its response to the opposition, Plaintiff has failed to address the fact that the omitted creditors in Khalil were creditors of the debtor. Here, the omitted creditors were not the debtor's creditors, but the creditors of her spouse who were limited to recovery against the community property of the debtor and her spouse, and/or her spouse." Debtor's Response, filed June 12, 2018, at 2:11-14.

5 In Khalil, the debtor claimed he did not list his relatives as creditors because he believed they would not "come after him" for the money he had borrowed. But the bankruptcy appellate panel held, "Whatever Debtor allegedly believed, the definition of 'creditor,' incorporating the definition of 'claim,' is very broad and Debtor has shown no error in the bankruptcy court's conclusion that his relatives are in fact creditors." 379 B.R. at 172.

6 "A disclosure's materiality is not determined by whether it may financially prejudice the estate or creditors. An omitted asset may ultimately be found to have no value, but its disclosure is necessary 'if it aids in understanding the debtor's financial affairs and transactions.'" In re Hoblitzell, 223 B.R. 211, 215-16 (Bankr. E.D. Cal. 1998).

11. 17-21149-D-7 LESLEY REEVE — CONTINUED MOTION APPROVE SALE AGREEMENT
DNL-3 — 1-31-18 [44]

Final ruling:

The hearing on this matter has been continued to July 25, 2018 at 10:00 a.m. No appearance is necessary on June 20, 2018.

12. 17-26461-D-7 LAZARUS/CHOO CARMICHAEL — CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
DWE-1 — 4-11-18 [19]
WELLS FARGO BANK, N.A. VS.

Final ruling:

This matter is resolved without oral argument. This is Wells Fargo Bank, N.A.'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.

13. 17-26461-D-7 LAZARUS/CHOO CARMICHAEL — MOTION TO COMPEL ABANDONMENT
JCK-3 — 5-22-18 [43]

Final ruling:

Pursuant to the moving parties' amended notice of hearing, the hearing is continued to July 11, 2018 at 10:00 a.m. No appearance is necessary on June 20, 2018.

14. 16-27672-D-7 DAVID LIND MOTION TO REMOVE TRUSTEE
5-21-18 [456]

Tentative ruling:

This is the debtor's motion to remove the trustee in this chapter 7 case. The trustee has filed opposition. For the following reasons, the motion will be denied.

"The court, after notice and a hearing, may remove a trustee . . . for cause." § 324(a). The Bankruptcy Code does not define "cause," but it is "well-established that 'cause' may include trustee incompetence, violation of the trustee's fiduciary duties, misconduct or failure to perform the trustee's duties, or lack of disinterestedness or holding an interest adverse to the estate." In re AFI Holding, Inc., 355 B.R. 139, 148 (9th Cir. BAP 2006), aff'd and adopted, 530 F.3d 832 (9th Cir. 2008). A party seeking removal must set forth and prove specific facts supporting cause. Id.

A trustee is the legal representative and fiduciary of the bankruptcy estate. Id. at 147. His or her primary role is to marshal and sell assets so that their value may be distributed to creditors. Id. at 148. To that end, a trustee has an affirmative duty to investigate the debtor's financial affairs. 11 U.S.C. §§ 704(4), 1106(a)(3). The trustee at all times must act without regard to his own interests or those of any particular creditor, AFI Holding, 355 B.R. at 147, 148, and must act with "that measure of care and diligence that an ordinary prudent person would exercise under similar circumstances." In re Rigden, 795 F.2d 727, 730 (9th Cir. 1986).

The debtor's motion is, first, unsupported by evidence. The court will, however, consider the motion itself as evidence because it is signed by the debtor, representing himself, and is therefore subject to Fed. R. Bankr. P. 9011(b)(3), providing that the signature is a certification as to the accuracy of the alleged facts. The second problem, however, is that the motion is but a series of accusations, built on the debtor's opinions and conclusions. The debtor concludes, for example, that the judge in this case believes what the trustee says because of the "long-standing relationship" between them; that the debtor's prior attorney's malpractice has "cast a negative light on the debtor" in the judge's eyes; that the trustee has slandered the debtor, "with minuscule knowledge of what he's talking about"; and that the trustee has failed to fulfill his duty of care. As far as factual allegations are concerned, the debtor refers to (1) the trustee's "failure to close Debtor's negotiated 3.1 million dollar sale" of the Davis Rd. property; (2) three other offers the trustee allegedly "did absolutely nothing with"; and (3) the trustee's alleged "obsession with" a lot line adjustment agreement with a particular creditor.

Third, the facts of this case do not support the debtor's opinions or conclusions. The debtor stated in a motion filed earlier this year that the $3.1 million sale was "ready to close" on February 1, 2017 but for signatures and dismissal of this case, which was then a chapter 12 case.[1] A hearing on the debtor's motion to convert the case to chapter 11 was set for the same day, February 1, 2017.[2] Five days earlier and one day earlier, respectively, the manager of the LLC that was to buy the Davis Rd. property and the co-trustee of a family trust to which the debtor had earlier agreed to transfer 7.44 acres of the property testified, in separate declarations, to the debtor's earlier repeated failures to close the sale of the Davis Rd. property and the transfer of the 7.44 acres and his failure to complete a related lot line adjustment. The manager of the LLC/buyer and

the co-trustee of the family trust both expressed serious doubts – immediately before the debtor's alleged "ready to close" date – about the debtor's intent to complete either transaction.[3]

The trustee's opposition and declaration provide considerable detail about the trustee's efforts after his appointment, on February 21, 2017, to bring together the sale of the Davis Rd. property, the lot line adjustment, and the transfer of the 7.44 acres to the family trust. The trustee was met at every turn by recalcitrance, to put it mildly, on the part of the debtor. The trustee testifies that (1) the debtor failed (and has failed to date) to provide requested tax returns and information about his cost basis in his various properties; (2) the debtor's spouse failed to sign documents necessary for the trustee's completion of the lot line adjustment, requiring the trustee to file an adversary proceeding which resulted in a default judgment against her; (3) the debtor went so far as to borrow money from the LLC/buyer of the Davis Rd. property to hire an attorney to investigate whether the sale could proceed without the transfer of the 7.44 acres to the family trust;[4] (4) the debtor objected to the employment of the real estate broker the trustee originally selected (an objection the trustee acceded to); (5) the trustee confirmed the debtor had no objection to the next broker the trustee sought to employ, but the debtor later complained about the broker's level of experience in the geographical area and alleged inadequate marketing efforts in an appeal from the order approving the sale of the Davis Rd. property; (6) the debtor opposed the trustee's motion to approve the lot line adjustment agreement; and (7) the debtor pursued an appeal from the order approving the sale of the Davis Rd. property, which has since resulted in the trustee and the buyer abandoning the sale but with an agreement to file a new sale motion.

Based on these facts and the court's familiarity with this case, the court has no hesitation in concluding that the trustee was faced from the beginning with legitimately impatient creditors and a recalcitrant debtor. The court finds nothing in the motion or the record to support the conclusion that the trustee has not fulfilled his duties as trustee in this case or that he has done anything less than an admirable job.[5] The court is not impressed with the debtor's reference to a "long-standing relationship" between the trustee and the judge who has heard this case which, the debtor claims, leads the judge to trust everything the trustee says but not what the debtor says. The trustee accurately portrays his relationship with the judge in this case as professional in nature and the court is satisfied its decisions have been based on a careful review and analysis of all the points raised by the debtor, without any bias or prejudice in favor of or against any party. The court believes its rulings have been firmly grounded in the applicable law and are appropriate in light of the facts as presented by all the parties.

For the reasons stated, the motion will be denied. The court will hear the matter.

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1 See Debtor's Motion to Stay Order Pending Appeal, filed February 21, 2018, at 2:1-2.

2 The debtor has since charged his then attorney with ineffective representation resulting in the case being converted rather than dismissed. Id. at 2:2-3.

3 The court takes judicial notice of the declarations of Robert Panella and Matthew J. Dobbins, filed January 27 and January 31, 2017, respectively.

4 The court takes judicial notice of the declaration of the LLC/buyer's manager in support of his motion for allowance of an administrative claim for the money he loaned to the debtor, filed May 31, 2017, in which he testifies to the debtor's statements made to him.

5 The trustee has not addressed the three offers allegedly presented by Reni Della Maggiore except to say that a particular offer was withdrawn after the buyer learned of the debtor's disputes with the family trust. The debtor does not indicate any of the three offers would have generated a higher price than the trustee ultimately received. The court has no reason to doubt the trustee's business judgment about the sale of the Davis Rd. property or to require him to provide any further information.

15.	17-20981-D-7 TGM-3	ALEX/PATRICIA FRANCOIS	MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH R. ORTON III AKA EDDIE ORTON AND AMY ORTON AND THE MANAGER/MEMBERS OF HERITAGE CENTRE LLC 5-25-18 [40]
16.	17-20981-D-7 TGM-4	ALEX/PATRICIA FRANCOIS	MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION TO APPROVE PURCHASE AND SALE AGREEMENT 5-25-18 [46]
17.	18-21591-D-7 JHW-1 CAB WEST, LLC VS.	MARIA PEREZ	MOTION FOR RELIEF FROM AUTOMATIC STAY 5-4-18 [15]

Final ruling:

This matter is resolved without oral argument. This is CAB West, LLC'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 debtor is 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.

18. 18-21591-D-7 MARIA PEREZ — MOTION FOR RELIEF FROM AUTOMATIC STAY
JHW-1 — 5-4-18 [22]
CAB WEST, LLC VS.

Final ruling:

This matter is resolved without oral argument. This is CAB West, LLC'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 debtor is 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.

19. 18-20095-D-7 GINA CRONIN — MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR RELIEF FROM CO-DEBTOR STAY
NLL-1 — 5-14-18 [54]
DEUTSCHE BANK NATIONAL TRUST 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 as to the debtor and any co-debtor by minute order. There will be no further relief afforded. No appearance is necessary.

20. 18-23142-D-7 JESSIAH WILLARD — ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
6-1-18 [18]

Final ruling:

The deficiency has been corrected. As a result the court will issue a minute order discharging the order to show cause and the case will remain open. No appearance is necessary.

21. 17-24444-D-11 RAMON LOPEZ — MOTION TO EMPLOY KOKJER, PIEROTTI, MAIOCCO, AND DUCK, LLP AS ACCOUNTANT(S)
KPM-1 — 5-24-18 [191]

22. 18-20071-D-7 BRIAN PULEO — ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
5-29-18 [37]

Final ruling:

The deficiency has been corrected. As a result the court will issue a minute order discharging the order to show cause and the case will remain open. No appearance is necessary.

23. 18-20774-D-11 WFH-2 S360 RENTALS, LLC — MOTION FOR EXAMINATION AND FOR PRODUCTION OF DOCUMENTS
6-6-18 [64]

24. 18-20774-D-11 WFH-4 S360 RENTALS, LLC — MOTION FOR EXAMINATION AND FOR PRODUCTION OF DOCUMENTS
6-6-18 [67]

25. 18-23387-D-11 THE FALLS AT ELK GROVE, LLC, A CALIFORNIA LIMITED — STATUS CONFERENCE RE: VOLUNTARY PETITION
5-30-18 [1]

26.	18-20194-D-7 JMH-1	ARVINDER SANDHU AND PALWINDER KAUR	MOTION TO ABANDON 6-5-18 [31]

27.	18-23396-D-11	METRO PALISADES, LLC	STATUS CONFERENCE RE: VOLUNTARY PETITION 5-31-18 [1]

Tentative ruling:

This is the initial status conference in this chapter 11 case. Although the court does not ordinarily issue tentative rulings for such status conferences, the court has two initial concerns in this case. First, the filing fee has not been paid. And second, the debtor has not complied with the Order to (1) File Status Report; and (2) Attend Status Conference (the "Scheduling Order"). The Scheduling Order required the debtor to serve a copy of the Scheduling Order and to file and serve a status report, both no later than June 8, 2018. The record demonstrates that the debtor served the Scheduling Order and filed a status report, but there is no evidence the debtor served the status report.

The court intends to hear the matter as scheduled, on June 20, 2018, but intends to also continue the hearing and require the debtor to file a notice of continued hearing and serve it, together with the status report, on all parties required by the Scheduling Order to be served.