UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Sacramento, California

July 31, 2019 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.	19-22902-D-7 LARRY MILLER NLL-1 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION VS.	MOTION FOR RELIEF FROM AUTOMATIC STAY 6-25-19 [13]

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.

2. 19-23604-D-7 RACHAEL KONZ — MOTION FOR RELIEF FROM AUTOMATIC STAY
JHW-1 — 6-21-19 [11]
DAIMLER TRUST VS.

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 she 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.

3. 19-20710-D-7 DENISHIA REESE — MOTION TO SET ASIDE AND/OR MOTION TO APPROVE REAFFIRMATION AGREEMENT, MOTION TO REIMPOSE DISCHARGE AS TO FORD MOTOR CREDIT
MKM-2 — 6-21-19 [24]

Tentative ruling:

This is the debtor's motion to set aside the discharge as to Ford Motor Credit ("Ford"), to approve a reaffirmation agreement between the debtor and Ford, and to thereafter reimpose the discharge as to Ford. The motion will be denied because the moving party served the motion and two supporting declarations, but not the notice of hearing. In the alternative, the court will continue the hearing to permit the moving party to file and serve a notice of continued hearing. The notice of continued hearing may be a notice pursuant to LBR 9014-1(f)(1) or (f)(2), depending on the amount of notice given. The court will hear the matter.

4. 14-25820-D-11 INTERNATIONAL MANUFACTURING GROUP, INC. — CONTINUED MOTION FOR FAILURE TO COMPLY WITH A COURT ORDER
15-2122 IWC-5 — 5-24-19 [210]
MCFARLAND V. CARTER ET AL

Final ruling:

The court has previously issued a Memorandum Decision and Order on this motion. The matter is therefore removed from calendar. No appearance is necessary.

5. 19-22025-D-12 JEFFREY DYER AND JAN WING-DYER — CONTINUED STATUS CONFERENCE VOLUNTARY PETITION
4-1-19 [1]

6.	19-22025-D-12 RLC-1	JEFFREY DYER AND JAN WING-DYER	CONTINUED MOTION TO CONFIRM CHAPTER 12 PLAN 5-8-19 [20]
7.	12-38234-D-12 19-2072 SHACKELFORD V. NATIONSTAR MORTGAGE, LLC ET AL WITHDRAWN BY M.P.	CAROL SHACKELFORD SAC-1	MOTION FOR PRELIMINARY INJUNCTION 6-10-19 [6]
8.	15-20037-D-7 15-2073 CHAMP SYSTEMS, INC. V. SCOGGINS	JASON SCOGGINS TEH-10	CONTINUED MOTION TO SEAL 4-28-19 [77]
9.	15-20037-D-7 15-2073 CHAMP SYSTEMS, INC. V. SCOGGINS	JASON SCOGGINS TEH-12	MOTION FOR ENTRY OF THE PARTIES' STIPULATED ORDER APPROVING AND INCORPORATING THE PARTIES' CONFIDENTIAL SETTLEMENT AGREEMENT AND/OR MOTION TO DISMISS ADVERSARY PROCEEDING/NOTICE OF REMOVAL 6-17-19 [91]

10. 19-22038-D-7 GREGORY/MICHELLE STITT
JHW-1
FORD MOTOR CREDIT COMPANY, LLC VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-21-19 [34]

Final ruling:

This matter is resolved without oral argument. This is Ford Motor Credit Company, 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 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.

11. 17-28245-D-7 NEW MEDIA CENTERS
SLC-1

MOTION FOR COMPENSATION FOR SHERRI L. CARELLO, CHAPTER 7 TRUSTEE(S)
6-27-19 [96]

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 § 326. As such, the court will grant the motion by minute order. No appearance is necessary.

12. 18-20750-D-7 AILEEN ALKHAS
18-2069
STATE COMPENSATION INSURANCE FUND V. ALKHAS

MOTION FOR SUMMARY JUDGMENT, MOTION FOR PARTIAL SUMMARY JUDGMENT
6-14-19 [31]

Tentative ruling:

This is the motion of the plaintiff, State Compensation Insurance Fund ("State Fund"), for summary judgment. The defendant has filed opposition. For the following reasons, the court will hear the matter on July 31, 2019 and will likely continue the hearing.

On July 16, 2019, one week before the defendant filed her opposition, State Fund filed a "Reply Brief and Notice of Non-Opposition," asking the court to grant the motion because the defendant had failed to file opposition by the due date, which, in State Fund's view, "can only be construed as a tacit admission as to the validity of the Motion." Reply at 2:8-9.[1] The problem for State Fund is that its notice of the hearing did not include a due date for opposition or any means of calculating it, did not state that written opposition was required, and did not caution the defendant of the consequences of failing to file timely written opposition, as required by LBR 9014-1(d)(3)(B).[2]

Further, "it is black-letter law that entry of default does not entitle a plaintiff to judgment as a matter of right or as a matter of law." All Points Capital Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (9th Cir. BAP 2007), citing Fed. R. Civ. P. 55(b)(2), incorporated herein by Fed. R. Bankr. P. 7055. "Settled precedent establishes that default judgment is a matter of discretion in which the court is entitled to consider, among other things, the merits of the substantive claim, the sufficiency of the complaint, the possibility of a dispute regarding material facts, whether the default was due to excusable neglect, and the 'strong policy' favoring decisions on the merits." Id., citing Eitel v. McCool, 782 F.2d 1470, 1471-72 (9th Cir. 1986). Thus, the court will consider the merits of the motion and the defendant's opposition, as if it had been timely filed.[3]

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.

State Fund seeks a judgment determining a state court criminal restitution award in the amount of $525,253.58 to be nondischargeable pursuant to § 523(a)(2) and (a)(7) of the Bankruptcy Code. State Fund has submitted as an exhibit a copy of the Probation & Mandatory Supervision Order and Terms issued by the Stanislaus County Superior Court in the State's case against the defendant. By the order, the court imposed felony probation for three years, together with restitution in the stipulated amount set forth above. These facts appear to bring the case within the holding of Kelly v. Robinson, 479 U.S. 36, 50-53 (1986), making the debt nondischargeable.

However, the defendant has raised an issue State Fund mentioned but did not discuss in terms of its effect on the dischargeability of the debt under § 523(a)(7); namely, that the restitution award resulted from the defendant's plea of nolo contendere, not from a guilty plea. (This fact may also bear on the issues raised under § 523(a)(2).) In Kelly, which is the only case cited by State Fund on the issue of § 523(a)(7), the defendant had pled guilty. Because State Fund did not notify the defendant of the requirement to file written opposition or of the due date for opposition, the defendant filed her opposition late and State Fund has not had an opportunity to reply. If the court were to deny the motion due to State Fund's notice error, State Fund could simply re-file it. The court therefore intends to continue the hearing to permit further briefing by both parties, if requested.

The court will hear the matter.

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1 The court notes for counsel's reference there is no provision in the court's local rules for a notice of non-opposition.

2 For future reference, State Fund's counsel should note also that the notice was subsumed in the motion, rather than being filed separately, as required by the court's local rules, and the moving papers do not include a docket control number, as also required by local rule.

3 The court cautions the defendant she must familiarize herself with this court's local rules, especially if she continues to represent herself in pro se. For her calculation of the due date for her opposition, she has cited, according to the URL address at the bottom of her exhibit, a local rule of the Bankruptcy Court for the Northern District of Georgia. (The court is not suggesting the defendant continue to represent herself. She would be well-advised to obtain counsel if at all possible. As a pro se defendant, she must follow the same procedural rules and substantive law as other litigants. Genaro v. Wells Fargo Bank, N.A. (In re Genaro), 2007 Bankr. LEXIS 4818, *7-8, 2007 WL 7535064 (9th Cir. BAP 2007) (citations omitted).)

13.	19-22155-D-7 HDR-2	KRISTINA FONG	MOTION TO AVOID LIEN OF RESURGENCE FINANCIAL, LLC 6-6-19 [19]

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, which order shall specifically identify the real property subject to the lien and specifically identify the lien to be avoided. No appearance is necessary.

14.	17-21875-D-7 PK-3	KAREN/CALEB MCGINTY	MOTION TO AVOID LIEN OF CACH, LLC AND OF GOLDEN 1 CREDIT UNION 6-21-19 [35]

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, which order shall specifically identify the real property subject to the lien and specifically identify the lien to be avoided. No appearance is necessary.

15.	19-22782-D-7 APN-1 SYSTEMS & SERVICES TECHNOLOGIES, INC. VS.	CLINT SWENSEN	MOTION FOR RELIEF FROM AUTOMATIC STAY 6-21-19 [10]

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.

16. 15-29890-D-7 GRAIL SEMICONDUCTOR
DMC-5

CONTINUED MOTION FOR COMPENSATION BY THE LAW OFFICE OF DIAMOND MCCARTHY, LLP FOR CHRISTOPHER D. SULLIVAN, SPECIAL COUNSEL(S)
5-22-19 [1275]

Tentative ruling:

This is the application of Diamond McCarthy LLP ("Counsel") for a final allowance of compensation as special counsel to the trustee. Sedgwick FundingCo, LLC ("Sedgwick"), David Rothschild ("Rothschild"), and Macdonald Fernandez LLP ("Macdonald") filed oppositions and Counsel filed replies. In addition, Steve Fredman ("Fredman") filed a letter that is arguably in opposition to the application, and Counsel has replied. For the following reasons, the application will be granted.

Counsel seeks (1) final approval of amounts previously approved on an interim basis, (2) payment of amounts previously approved but of which payment was held back, and (3) approval of a contingency fee of $399,058 on account of the trustee's settlement with Sedgwick. Under the settlement, (1) Sedgwick paid the estate $2,250,000; (2) Sedgwick's secured claim for $1,498,795 was "reduced" or converted to an unsecured claim; (3) the estate transferred to Sedgwick the estate's claims against 1st Class Legal (IS) Limited and related persons and entities (the "1CL claims"); and (4) Sedgwick was permitted to and did file an amended proof of claim, changing its claim from a $1,498,795 secured claim to a $3,500,000 general unsecured claim. The parties do not appear to dispute that the $2 million increase in the amount of the claim – from roughly $1.5 million to $3.5 million – represented slightly less than the $2.25 million Sedgwick paid to the estate and was proper pursuant to § 502(h) of the Bankruptcy Code.

By way of an earlier application, Counsel received a contingency fee of $582,264, which equaled 33.33% of the $2,250,000 Sedgwick paid the estate, less costs and the stipulated value of the 1CL claims. Counsel made it clear in the earlier application that it would later seek a contingency fee based on the release of Sedgwick's $1,498,795 secured claim in exchange for a $1.5 million unsecured claim. It is that relief that is the subject of this application and Sedgwick's opposition.[1] It is important, as will be made clear below, that the amount of value Counsel claims to have added to the estate is based on the exchange of the $1,498,795 secured claim for an unsecured claim of $1.5 million, not the total unsecured claim of $3.5 million.

Counsel seeks a contingency fee of $399,058 based on the value to the estate from Sedgwick's "reduction" in the treatment of its secured claim to an unsecured claim in roughly the same amount. The contingency fee for the reduction of the claim is calculated as follows. First, the trustee expects to pay a 20.1% dividend on general unsecured claims; thus, Sedgwick may be expected to receive $301,500 on account of its $1,500,000 claim. Counsel deducts the $301,500 from Sedgwick's original secured claim of $1,498,795 to arrive at $1,197,295. Counsel contends that amount is the value the estate received by the release of the secured claim in exchange for the unsecured claim. This makes sense because if the secured claim had not been exchanged for an unsecured claim, the estate would have had to pay Sedgwick that additional $1,197,295 in full before unsecured creditors would have been paid anything. Finally, Counsel applies its contingency percentage, 33.33%, to the

savings of $1,197,295, for a fee of $399,058.

This is where Sedgwick's opposition comes in. Sedgwick claims the calculation should be based on the full $3.5 million amount of Sedgwick's unsecured claim, not just the $1.5 million unsecured claim Sedgwick got in exchange for its secured claim in roughly the same amount. This adjustment in the calculation would result in a $145,652 reduction in Counsel's contingency fee.[2] That is, Sedgwick believes the fee should be reduced from $399,058 to $253,406, calculated as follows. Sedgwick would receive 21.1% of its $3.5 million unsecured claim, or $738,500. Sedgwick deducts the $738,500 from its original secured claim of $1,498,795, leaving $760,295, which Sedgwick asserts is "the value to the Estate received by the amendment of Sedgwick's alleged secured proof of claim for $1,498,795.40 to a general unsecured claim of $3.5 million." Opp. at 6:3-5. Applying Counsel's 33.33% to the amount of $760,295 would result in a fee of $253,406.

The court sees the matter differently. In the court's view, the "extra" $2 million portion of Sedgwick's claim (the increase in the amount of the claim from $1.5 million to $3.5 million) resulted not from any value or benefit the estate received as a result of Counsel's efforts; in fact, it did not create a value or benefit to the estate at all. The "extra" $2 million resulted from Sedgwick's cash payment to the estate of $2,250,000, which entitled Sedgwick to a claim in that amount under § 502(h).[3] Sedgwick complains that "the value of this additional $2 million in general unsecured claims granted to Sedgwick as part of the settlement is not accounted for in any of the calculations of [Counsel's] contingency fees . . . ." Opp. at 5:9-11. As indicated, the court does not see value to the estate in this extra $2 million claim, only value to Sedgwick. Thus, there is no basis on which to dilute Counsel's contingency fee on account of the $2 million portion of the claim.

Further, Sedgwick's interpretation is not in accordance with the court's order authorizing Counsel's employment. The order incorporated the terms of the trustee's and Counsel's agreement, which included:

> For the purposes of determining the value received by the Estate from the disallowance or reduction in the treatment (i.e., from secured to unsecured) of any claims resulting from resolution of Contingency Litigation Claims, the value shall be equal to the percentage of the pro rata distribution to unsecured creditors by the Estate applied to the amount of the disallowed or reduced claim . . . .

Order filed Aug. 7, 2017, Ex. A, duplicate ¶ 4, subparagraph (a) (emphasis added). Under Sedgwick's rationale, the "value" to the estate would be equal to the percentage of the pro rata distribution to unsecured creditors applied to the amount of the increased claim, a result plainly not in accordance with the agreement, and hence, with the order. Sedgwick did not oppose the terms of Counsel's employment at the time it was approved.

Creditor David Rothschild has also opposed the application, claiming the fees Counsel would receive in total in the case would be "grossly excessive." Rothschild Opp., filed July 18, 2019, at 1:26. He contends amounts previously approved on an interim basis should be reduced and the total of the $582,264 and $399,058 contingency fees for the trustee's claims against Sedgwick, $981,322, should be reduced to $46,311. Rothschild argues Counsel's total fees in the case, $1,207,429 if this application is granted, will exceed those awarded the trustee and her general counsel combined; that the trustee and her general counsel, not Counsel, did

the overwhelming majority of the work; that Counsel's work was redundant of the work of the trustee and her general counsel and of her predecessor and his general counsel; that Counsel overlooked malpractice claims against the debtor's pre-petition attorneys; that the settlement between the trustee and Sedgwick was unfavorable to the estate; and that "[t]he Court should never have approved the contingency agreement to begin with." Id. at 8:18-19.

The court is sympathetic to Mr. Rothschild, recognizing that, first, he appears to have a great deal of information concerning the case and, second, that every dollar that goes to Counsel will reduce the distribution on Mr. Rothschild's own claim. The court is also cognizant there has been an unusual number of attorneys and other professionals involved in the case, who have been paid, and that a contingency fee to someone unfamiliar with the inherent risk involved with such an arrangement may seem unfair. Nevertheless, Counsel's employment was approved on a contingency fee basis, by noticed application Mr. Rothschild did not oppose, and the employment was approved under § 328, which permits the court to reevaluate the terms of an employment order only if events have since transpired that could not have been anticipated at the time of the order and that render the terms improvident. The court finds no such circumstances here. Further, Mr. Rothschild's allegations are predominantly conclusory and unsupported by admissible evidence and do not take into account the work Counsel actually did or the inherent risk it undertook in taking the matter on a contingency basis.

Finally, Macdonald opposes the application on three grounds: (1) that there is no evidence general unsecured creditors will receive 20.1%; thus, there is no basis for Counsel's calculation; (2) that the notice does not clearly state the value of the Sedgwick settlement to the estate, and does not clearly distinguish between the first and the second contingency fees (the $582,264 and $399,058 discussed above); and (3) that there is no evidence of the value of Sedgwick's secured $1,498,795 claim; that is, no evidence it would have been paid in full if it had been allowed, and therefore, no basis for Counsel's calculation of its fee as a percentage of the value to the estate of reducing the claim to an unsecured claim.

The court disagrees. First, the case is nearly completed – the trustee and her general counsel have filed their final fee applications, and the trustee estimates the return will be 20%.[4] Macdonald complains the trustee has failed to respond to its inquiries regarding her estimate. The calculation of the figure is, however, set out in the trustee's final fee application, and the estimate is sufficiently certain for purposes of calculating Counsel's fee. Second, Counsel's notice of the continued hearing sufficiently sets forth the value of the Sedgwick settlement to the estate and plainly distinguishes between the first and second contingency fees. Third, based on the trustee's estimate of a 20% return to unsecured creditors, it appears holders of allowed secured claims will be paid in full, supporting the proposition that Sedgwick's secured $1,498,795 claim had a value of 100%. More proof would require extensive and expensive analysis of what were initially three large secured claims – Claim Nos. 16, 18, and 45, which the trustee has succeeded, through compromises, in turning into unsecured claims. To require proof of the validity or invalidity of the secured status of those claims and Sedgwick's secured claim would, as Counsel suggests, defeat the purpose of compromises. To conclude, the court is satisfied with Counsel's calculations.

For the reasons stated, the application will be granted. The court will hear the matter.

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1 Sedgwick does not oppose the other relief sought by Counsel.

2 Sedgwick claims this would "materially increase the amount of distributions to general unsecured creditors from approximately 20% . . . to approximately 21.1%." Sedgwick's Limited Opp., filed June 5, 2019 ("Opp."), at 2:22-3:2. The difference this would make to Sedgwick would be between $35,000 and $38,500, depending on whether the return is 20%, as calculated by the trustee, or 21.1% , by Sedgwick's math.

3 Why Sedgwick and the trustee agreed that Sedgwick would claim only $2,000,000 rather than $2,250,000 is not known. In any event, that was the agreement.

4 The difference between 20% and 20.1%, as applied to Counsel's fee, is only $500, and as Counsel points out, the use of the 20.1% figure actually works in the estate's favor, not Counsel's.

17. 19-22999-D-7 CAS-1
MELVIN LUMAUOD AND SHERRY AUSTRIA-LUMAUOD
MOTION FOR RELIEF FROM AUTOMATIC STAY
6-20-19 [32]
BMW BANK OF NORTH AMERICA VS.

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 debtors' Statement of Intentions indicates they 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.

18. 19-23906-D-7 GW-1
SUSAN THOMAS
MOTION TO COMPEL ABANDONMENT
7-3-19 [9]

Final ruling:

The matter is resolved without oral argument. There is no timely opposition 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.

19. 19-24109-D-7 VVF-1
VIANNEY CHACON
MOTION FOR RELIEF FROM AUTOMATIC STAY
7-11-19 [11]
AMERICAN HONDA FINANCE CORPORATION VS.

20. 18-25811-D-7 JLM ENERGY, INC. MOTION TO CONVERT CASE FROM CHAPTER 11 TO CHAPTER 7, MOTION TO DISMISS CASE
UST-1 12-19-18 [34]

Final ruling:

This is the United States Trustee's motion to convert or dismiss this case. The motion was filed in December 2018 and was later stayed, subject to being reset by the moving party. On July 10, 2019, the moving party reset the motion for hearing on this date. In the meantime, the case has been converted to chapter 7 on the motion of a creditor. As a result of the conversion of the case, this motion is moot. The motion will be denied as moot by minute order. No appearance is necessary.

21. 19-22820-D-7 SONDRA PETERS ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
7-12-19 [25]

22. 17-20731-D-11 CS360 TOWERS, LLC CONTINUED OBJECTION TO CLAIM OF GEMACK ASSOCIATES, LLP, CLAIM NUMBER 16-1
DB-37 12-7-18 [548]

The court will use this hearing as a status conference.

23. 17-20731-D-11 CS360 TOWERS, LLC CONTINUED MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH MONMOHAN S. PASSI, SANJEET PASSI AND PASSI REALTY
DB-45 6-24-19 [700]

The court will use this hearing as a status conference.

24. 17-20731-D-11 CS360 TOWERS, LLC
19-2026
PASSI ET AL V. SHARP

CONTINUED EVIDENTIARY HEARING RE: COMPLAINT FOR DECLARATORY RELIEF AND/OR ESTABLISHMENT RE LIEN, EQUITABLE LIEN, CASH COLLATERAL; AND TO DETERMINE EXTENT, VALIDITY AND PRIORITY OF LIEN/SECURITY INTEREST
2-19-19 [1]

The court will use this hearing as a status conference.

25. 10-42050-D-7 VINCENT/MALANIE SINGH
GJH-25

MOTION FOR COMPENSATION BY THE LAW OFFICE OF HUGHES LAW CORPORATION FOR GREGORY J. HUGHES, TRUSTEES ATTORNEY(S)
7-10-19 [1091]

26. 10-42050-D-7 VINCENT/MALANIE SINGH
MFB-8

MOTION FOR COMPENSATION FOR MICHAEL F. BURKART, CHAPTER 7 TRUSTEE(S)
7-9-19 [1086]

27. 10-42050-D-7 VINCENT/MALANIE SINGH
GJH-26

MOTION FOR COMPENSATION FOR GONZALES AND ASSOCIATES INC., ACCOUNTANT(S)
7-10-19 [1098]

28. 18-25265-D-7 ANGELICA CORTEZ-HUERTA
HSM-4

MOTION FOR COMPENSATION BY THE LAW OFFICE OF HEFNER, STARK & MAROIS, LLP FOR AARON A. AVERY, TRUSTEES ATTORNEY(S)
7-3-19 [51]

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.

29. 19-23678-D-7 SHANTE STANFORD
JHW-1
SANTANDER CONSUMER USA INC.
VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY
7-3-19 [11]

Final ruling:

This matter is resolved without oral argument. This is Santander Consumer USA, Inc.'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.

30. 19-23086-D-12 JAG PARTNERSHIP LP
DNL-2

MOTION FOR JOINT ADMINISTRATION
7-9-19 [29]

31. 19-23087-D-12 MHK-3 — ACAT, LLC — MOTION FOR JOINT ADMINISTRATION 7-8-19 [63]

32. 19-23088-D-12 TLA-3 — GEORGE/JANIEL AGUIAR — MOTION FOR JOINT ADMINISTRATION 7-10-19 [36]

33. 17-20689-D-7 DNL-20 — MONUMENT SECURITY, INC. — MOTION FOR AUTHORITY TO USE ESTATE FUNDS AND REIMBURSE TRUSTEE EXPENSES 7-3-19 [732]

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 for authority to use estate funds in the amount of $1,920 and reimburse trustee expenses in the amount of $426 is supported by the record. As such the court will grant the motion. Moving party is to submit an appropriate order. No appearance is necessary.

34. 19-22698-D-7 MC-2 — KEITH DAVENPORT — MOTION TO AVOID LIEN OF PACIFIC CREDIT EXCHANGE 7-6-19 [20]