UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Chief Bankruptcy Judge
Sacramento, California

September 21, 2017, at 10:30 a.m.

1.	**11-25921-E-11** **DAC-12**	**HENRY/CARMEN APODACA** **Douglas Crowder**	**MOTION TO COMPROMISE C O N T R O V E R S Y / A P P R O V E SETTLEMENT AGREEMENT WITH U.S. BANK, N.A.** **8-21-17 [289]**

Final Ruling: No appearance at the September 21, 2017 hearing is required.

Local Rule 9014-1(f)(1) Motion—Hearing Required.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, creditors, parties requesting special notice, and Office of the United States Trustee on August 21, 2017. By the court's calculation, 31 days' notice was provided. 35 days' notice is required. FED. R. BANKR. P. 2002(a)(3) (requiring twenty-one days' notice); LOCAL BANKR. R. 9014-1(f)(1)(B) (requiring fourteen days' notice for written opposition).

However, the court *sua sponte* shortens the notice period to the 31 days provided in light of the confirmed Chapter 11 Plan in this case, the Plan having been completed, and motion for entry of the discharge filed. The court has granted the Motion for Entry of Discharge, which was set for hearing on September 21, 2017, to be heard in conjunction with this Motion.

The Motion for Approval of Compromise has not been properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). The defaults of the non-responding parties and other parties in interest are entered.

The Motion for Approval of Compromise is granted.

Henry Apodaca and Carmen Apodaca, Debtor, ("Movant") request that the court approve a compromise and settle competing claims and defenses with U.S. Bank, N.A. ("Settlor"). FN.1. The proposed settlement relates to any potential objection Settlor may have to Movant's discharge.

FN.1. Movant filed the Motion, Memorandum of Points and Authorities, Declaration, and Exhibit in this matter as one document. That is not the practice in the Bankruptcy Court. "Motions, notices, objections, responses, replies, declarations, affidavits, other documentary evidence, memoranda of points and authorities, other supporting documents, proofs of service, and related pleadings shall be filed as separate documents." Revised Guidelines for the Preparation of Documents § (III)(A). Counsel is reminded of the court's expectation that documents filed with this court comply with the Revised Guidelines for the Preparation of Documents in Appendix II of the Local Rules, as required by Local Bankruptcy Rule 9004(a). Failure to comply is cause to deny the motion. LOCAL BANKR. R. 1001-1(g), 9014-1(l).

These document filing rules exist for a very practical reason. Operating in a near paperless environment, the motion, points and authorities, declarations, exhibits, requests for judicial notice, and other pleadings create an unworkable electronic document for the court (some running hundreds of pages). It is not for the court to provide secretarial services to attorneys and separate an omnibus electronic document into separate electronic documents that can then be used by the court.

Just as with the *sua sponte* shortening time for hearing on this motion, the parties and counsel should not rely on the court to de-construct pleadings to make them comply with the Local Bankruptcy Rules.

Movant and Settlor have resolved these claims and disputes, subject to approval by the court on the following terms and conditions summarized by the court (the full terms of the Settlement are set forth in the Settlement Agreement filed as Exhibit A in support of the Motion, Dckt. 289):

A. As of August 1, 2017, the outstanding balance on Settlor's unsecured claim was $29,969.91.

B. Movant shall pay Settlor $25,000.00 as full payment owing on Settlor's unsecured claim.

C. Payments made shall be deemed as a full credit against Settlor's unsecured claim.

D. In exchange, Settlor consents and does not object to Movant's motion for an early discharge.

DISCUSSION

Approval of a compromise is within the discretion of the court. *U.S. v. Alaska Nat'l Bank of the North (In re Walsh Constr.)*, 669 F.2d 1325, 1328 (9th Cir. 1982). When a motion to approve compromise is presented to the court, the court must make its independent determination that the settlement is appropriate. *Protective Comm. for Indep. S'holders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424–25 (1968). In evaluating the acceptability of a compromise, the court evaluates four factors:

1. The probability of success in the litigation;

2. Any difficulties expected in collection;

3. The complexity of the litigation involved and the expense, inconvenience, and delay necessarily attending it; and

4. The paramount interest of the creditors and a proper deference to their reasonable views.

In re A & C Props., 784 F.2d 1377, 1381 (9th Cir. 1986); *see also In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988).

Movant argues that the four factors have been met.

Probability of Success

Movant argues that the success of its claim against Settlor is highly uncertain with a significant risk that the Estate would benefit less from litigation.

Difficulties in Collection

Movant argues that this factor is inapplicable because the dispute with Settlor concerns the amount of Settlor's unsecured claim, which will determine Settlor's *pair passu* share of the general unsecured claims.

Expense, Inconvenience, and Delay of Continued Litigation

Movant argues that there are issues regarding the business relationship between Movant and Settlor and regarding Settlor's basis for the unsecured portion of its claim relating to the Plan. Movant argues that any litigation with Settlor will be costly and time-consuming and would eliminate the Estate's resources with no guaranteed benefit.

Paramount Interest of Creditors

Movant argues that the settlement will result in a higher *pro rata* distribution to other creditors holding unsecured claims because Settlor has agreed to accept less than its full claim.

Upon weighing the factors outlined in *A & C Props* and *Woodson*, the court determines that the compromise is in the best interest of the creditors and the Estate because Settlor agrees that the settlement payment will satisfy its claim and ensure that Settlor has no objection to Movant's discharge. The Motion is granted.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Approve Compromise filed by Henry Apodaca and Carmen Apodaca, Debtor, ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion for Approval of Compromise between Movant and U.S. Bank, N.A. ("Settlor") is granted, and the respective rights and interests of the parties are settled on the terms set forth in the executed Settlement Agreement filed as Exhibit A in support of the Motion (Dckt. 289).

2. 11-25921-E-11 DAC-13 — HENRY/CARMEN APODACA — Douglas Crowder — MOTION FOR ENTRY OF DISCHARGE — 8-21-17 [291]

Final Ruling: No appearance at the September 21, 2017 hearing is required.

Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, creditors, parties requesting special notice, and Office of the United States Trustee on August 21, 2017. By the court's calculation, 31 days' notice was provided. 28 days' notice is required.

The Motion for Entry of Discharge has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. Upon review of the record, there are no disputed material factual issues, and the matter will be resolved without oral argument. The court will issue its ruling from the parties' pleadings.

The Motion for Entry of Discharge is granted.

The Motion for Entry of Discharge has been filed by Henry Apodaca and Carmen Apodaca ("Debtor"). FN.1. 11 U.S.C. § 1141(d)(5)(A) permits the court's discharge of debts provided for in a plan when all payments have been made.

FN.1. Debtor filed the Motion, Memorandum of Points and Authorities, Declaration, and Exhibit in this matter as one document. That is not the practice in the Bankruptcy Court. "Motions, notices, objections, responses, replies, declarations, affidavits, other documentary evidence, memoranda of points and authorities, other supporting documents, proofs of service, and related pleadings shall be filed as separate documents." Revised Guidelines for the Preparation of Documents § (III)(A). Counsel is reminded of the court's expectation that documents filed with this court comply with the Revised Guidelines for the Preparation of Documents in Appendix II of the Local Rules, as required by Local Bankruptcy Rule 9004(a). Failure to comply is cause to deny the motion. LOCAL BANKR. R. 1001-1(g), 9014-1(l).

These document filing rules exist for a very practical reason. Operating in a near paperless environment, the motion, points and authorities, declarations, exhibits, requests for judicial notice, and other pleadings create an unworkable electronic document for the court (some running hundreds of pages). It is not for the court to provide secretarial services to attorneys and separate an omnibus electronic document into separate electronic documents that can then be used by the court.

The parties and counsel should not rely on the court to de-construct pleadings to make them comply with the Local Bankruptcy Rules.

Debtor's Declaration (Dckt. 291) certifies that Debtor made plan payments timely and has paid all classes of claims, except for U.S. Bank, N.A.'s claim in Class 3 that includes the secured portion of its claim. Relying upon its proposed compromise with U.S. Bank, N.A., Debtor states the bank will not object to the Motion and Debtor's early discharge.

There being no objection, Debtor is entitled to a discharge. This Motion relies upon the court approving the compromise between Debtor and U.S. Bank, N.A., however. That motion was also set for hearing on September 21, 2017. At the hearing, the court approved the compromise.

The Motion for Entry of Discharge for the Debtors is granted.

The court shall issue a minute order substantially in the following form holding that:

> Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.
>
> The Motion for Entry of Discharge filed by Henry Apodaca and Carmen Apodaca ("Debtor") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is granted, and the court shall enter the Chapter 11 Discharge for Henry Apodaca and Carmen Apodaca, the Debtors, and for each of them.

3. 16-20852-E-11 MATHIOPOULOS 3M FAMILY
Luke Hendrix

CONTINUED STATUS CONFERENCE RE: LIMITED PARTNERSHIP VOLUNTARY PETITION
2-16-16 [1]

Final Ruling: No appearance at the September 19, 2017 Status Conference is required.

Debtor's Atty: Luke Hendrix

The Status Conference is concluded and removed from the Calendar.

Notes:
Continued from 9/6/17 to be conducted in conjunction with the Plan Administrators/Debtor motion to close the bankruptcy case.

SEPTEMBER 19, 2017 STATUS CONFERENCE

On September 19, 2017, the court granted the Plan Administrator/Debtor's Motion to Close this Chapter 11 Case.

4.	**16-20852-E-11 DNL-13**	**MATHIOPOULOS 3M FAMILY LIMITED PARTNERSHIP Luke Hendrix**	**MOTION FOR FINAL DECREE AND ORDER CLOSING CASE 8-22-17 [230]**

Final Ruling: No appearance at the September 21, 2017 hearing is required.

Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, creditors, parties requesting special notice, and Office of the United States Trustee on August 22, 2017. By the court's calculation, 30 days' notice was provided. 28 days' notice is required.

The Motion for Final Decree and Order Closing Case has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. Upon review of the record, there are no disputed material factual issues, and the matter will be resolved without oral argument. The court will issue its ruling from the parties' pleadings.

The Motion for Final Decree and Order Closing Case is granted.

Federal Rules of Bankruptcy Procedure Rule 3022 provides that, after an estate is fully administered in a Chapter 11 reorganization case, the court, on its own motion or on motion of a party in interest, shall enter a final decree closing the case. 11 U.S.C. § 350(a) states additionally that the court is required to close a case after an estate is "fully administered and the court has discharged the trustee." The fact that the estate has been fully administered merely means that all available property has been collected and all required payments made. *In re Menk,* 241 B.R. 896, 911 (9th Cir. B.A.P. 1999).

To determine whether a Chapter 11 case has been "fully administered," the court considers whether:

A. the plan confirmation order is final;

B. deposits required by the plan have been distributed;

C. property to be transferred under the plan has been transferred;

D. the debtor (or the debtor's successor under the plan) has taken control of the business or of the property dealt with by the plan;

E. plan payments have commenced; and

F. all motions, contested matters, and adversary proceedings have been finally resolved.

Federal Rule of Bankruptcy Procedure 3022, Adv. Comm. Note (1991). Additionally, unless the Chapter 11 plan or confirmation order provides otherwise, a Chapter 11 case should not remain open solely because plan payments have not been completed. *See id.*; *In re John G. Berg Assocs., Inc*., 138 B.R. 782, 786 (Bankr. E.D. Pa. 1992).

Here, the Chapter 11 Plan was confirmed on February 24, 2017. Dckt. 197. The Plan provided that Mathiopoulos 3M Family Limited Partnership ("Debtor/Plan Administrator") is responsible for operating its business and making distributions in accordance with the terms of the Plan. Debtor/Plan Administrator states that all distributions to be made under the Plan are current and that all the post-confirmation operating reports have been filed.

As indicated by the Advisory Committee Notes accompanying Federal Rule of Bankruptcy Procedure 3022, entry of a final decree closing a Chapter 11 case should not be delayed solely because the payments required by the plan have not been completed. Rather, the above-listed factors should be considered in determining whether the estate has been fully administered. As stated by Debtor/Plan Administrator, there are no outstanding deposits that require distribution under the plan, and all disputed claims have been resolved.

Upon confirmation of the Plan, the relevant property became fully vested in Debtor, who is currently managing the estate. Debtor/Plan Administrator appears to be current on all distribution under the Plan and filed post-confirmation operating reports.

Thus, the court finds that Debtor/Plan Administrator has satisfactorily met the above-listed factors, determining whether the Chapter 11 bankruptcy estate has been fully administered within the meaning of 11 U.S.C. § 350(a). The court will enter a final decree closing Debtor's case.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Final Decree and Order Closing Case filed by the Mathiopoulos 3M Family Limited Partnership ("Debtor/Plan Administrator") having

been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is granted, and Debtor's Chapter 11 Bankruptcy Case is closed pursuant to 11 U.S.C. § 350(a) and Federal Rule of Bankruptcy Procedure 3022, without limitation or restriction of this court's post-confirmation jurisdiction in this case.

5. **14-29361-E-7** **WALTER SCHAEFER** **MOTION FOR COMPENSATION FOR**
DNL-25 **Douglas Jacobs** **LUIS CARBALLO, SPECIAL COUNSEL**
8-22-17 [398]

Final Ruling: No appearance at the September 19, 2017 hearing is required.

Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, Chapter 7 Trustee, creditors, parties requesting special notice, and Office of the United States Trustee on August 22, 2017. By the court's calculation, 30 days' notice was provided. 35 days' notice is required. FED. R. BANKR. P. 2002(a)(6) (requiring twenty-one days' notice when requested fees exceed $1,000.00); LOCAL BANKR. R. 9014-1(f)(1)(B) (requiring fourteen days' notice for written opposition).

In light of the amount of the fees requested, the issues litigated, and no opposition having been filed, the court *sua sponte* shortens time to the thirty-days' notice provided.

The Motion for Allowance of Professional Fees has been set properly for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. Upon review of the record, there are no disputed material factual issues, and the matter will be resolved without oral argument. The court will issue its ruling from the parties' pleadings.

The Motion for Interim Allowance of Professional Fees is granted.

Luis Carballo, the Special Counsel ("Applicant") for Kimberly Husted, the Chapter 7 Trustee ("Client"), makes a First Interim Request for the Allowance of Fees and Expenses in this case.

Fees are requested for the period April 6, 2015, through June 14, 2017. The order of the court approving employment of Applicant was entered on April 30, 2015. Dckt. 114. Applicant requests fees in the amount of $8,535.00 and costs in the amount of $420.00.

STATUTORY BASIS FOR PROFESSIONAL FEES

Pursuant to 11 U.S.C. § 330(a)(3),

> In determining the amount of reasonable compensation to be awarded to an examiner, trustee under chapter 11, or professional person, the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including—
>
> (A) the time spent on such services;
>
> (B) the rates charged for such services;
>
> (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
>
> (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
>
> (E) with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
>
> (F) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

Further, the court shall not allow compensation for,

> (i) unnecessary duplication of services; or
> (ii) services that were not—
> (I) reasonably likely to benefit the debtor's estate;
> (II) necessary to the administration of the case.

11 U.S.C. § 330(a)(4)(A). An attorney must "demonstrate only that the services were reasonably likely to benefit the estate at the time rendered," not that the services resulted in actual, compensable, material benefits to the estate. *Ferrette & Slatter v. United States Tr. (In re Garcia)*, 335 B.R. 717, 724 (B.A.P. 9th Cir. 2005) (citing *Roberts, Sheridan & Kotel, P.C. v. Bergen Brunswig Drug Co. (In re Mednet)*, 251 B.R. 103, 108 (B.A.P. 9th Cir. 2000)). The court may award interim fees for professionals pursuant to 11 U.S.C. § 331, which award is subject to final review and allowance pursuant to 11 U.S.C. § 330.

APPLICABLE LAW

Reasonable Fees

A bankruptcy court determines whether requested fees are reasonable by examining the circumstances of the attorney's services, the manner in which services were performed, and the results of the services, by asking:

A. Were the services authorized?

B. Were the services necessary or beneficial to the administration of the estate at the time they were rendered?

C. Are the services documented adequately?

D. Are the required fees reasonable given the factors in 11 U.S.C. § 330(a)(3)?

E. Did the attorney exercise reasonable billing judgment?

In re Garcia, 335 B.R. at 724 (citing *In re Mednet*, 251 B.R. at 108; *Leichty v. Neary (In re Strand)*, 375 F.3d 854, 860 (9th Cir. 2004)).

Lodestar Analysis

For bankruptcy cases in the Ninth Circuit, "the primary method" to determine whether a fee is reasonable is by using the lodestar analysis. *Marguiles Law Firm, APLC v. Placide (In re Placide)*, 459 B.R. 64, 73 (B.A.P. 9th Cir. 2011) (citing *Yermakov v. Fitzsimmons (In re Yermakov)*, 718 F.2d 1465, 1471 (9th Cir. 1983)). The lodestar analysis involves "multiplying the number of hours reasonably expended by a reasonable hourly rate." *Id.* (citing *In re Yermakov*, 718 F.2d at 1471). Both the Ninth Circuit and the Bankruptcy Appellate Panel have stated that departure from the lodestar analysis cab be appropriate, however. *See id.* (citing *Unsecured Creditors' Comm. v. Puget Sound Plywood, Inc. (In re Puget Sound Plywood)*, 924 F.2d 955, 960, 961 (9th Cir. 1991) (holding that the lodestar analysis is not mandated in all cases, thus allowing a court to employ alternative approaches when appropriate); *Digesti & Peck v. Kitchen Factors, Inc. (In re Kitchen Factors, Inc.)*, 143 B.R. 560, 562 (B.A.P. 9th Cir. 1992) (stating that lodestar analysis is the primary method, but it is not the exclusive method)).

Reasonable Billing Judgment

Even if the court finds that the services billed by an attorney are "actual," meaning that the fee application reflects time entries properly charged for services, the attorney must demonstrate still that the work performed was necessary and reasonable. *In re Puget Sound Plywood*, 924 F.2d at 958. An attorney must exercise good billing judgment with regard to the services provided because the court's authorization to employ an attorney to work in a bankruptcy case does not give that attorney "free reign to run up a [professional fees and expenses] tab without considering the maximum probable recovery," as opposed to a possible recovery. *Id.*; *see also Brosio v. Deutsche Bank Nat'l Tr. Co. (In re Brosio)*, 505 B.R. 903, 913 n.7 (B.A.P. 9th Cir. 2014)

("Billing judgment is mandatory."). According to the Court of Appeals for the Ninth Circuit, prior to working on a legal matter, the attorney, or other professional as appropriate, is obligated to consider:

> (a) Is the burden of the probable cost of legal [or other professional] services disproportionately large in relation to the size of the estate and maximum probable recovery?
>
> (b) To what extent will the estate suffer if the services are not rendered?
>
> (c) To what extent may the estate benefit if the services are rendered and what is the likelihood of the disputed issues being resolved successfully?

In re Puget Sound Plywood, 924 F.2d at 958–59 (citing *In re Wildman*, 72 B.R. 700, 707 (N.D. Ill. 1987)).

A review of the application shows that Applicant's services for the Estate include assisting Client with listing, selling ,and closing real property in Costa Rica. The court finds the services were beneficial to Client and the Estate and were reasonable.

FEES AND COSTS & EXPENSES REQUESTED

Fees

Applicant provides a task billing analysis and supporting evidence for the services provided, which are described in the following main categories.

Sale of Costa Rican Property: Applicant spent 56.9 hours in this category. Applicant facilitated the formation and maintenance of ABC to hold and market real property as required under Costa Rican law; investigated and inspected real property and worked with Client's real estate broker in Costa Rica to market the property; worked with Client's real estate broker in Costa Rica to liquidate a condo unit in compliance with Costa Rican law; and facilitated the closing of and transfer of a condo unit to a buyer.

The fees requested are computed by Applicant by multiplying the time expended providing the services multiplied by an hourly billing rate. The persons providing the services, the time for which compensation is requested, and the hourly rates are:

Names of Professionals and Experience	**Time**	**Hourly Rate**	**Total Fees Computed Based on Time and Hourly Rate**
Luis Carballo	56.9 hours	$150.00	$8,535.00
	0	$0.00	$0.00
Total Fees for Period of Application			$8,535.00

Costs & Expenses

Applicant also seeks the allowance and recovery of costs and expenses in the amount of $420.00 pursuant to this application.

The costs requested in this Application are,

Description of Cost	**Per Item Cost, If Applicable**	**Cost**
2017 and 2018 Costa Rica Corporate Taxes for ABC Trustee Corporation S.A.		$210.00
2017 and 2018 Costa Rica Corporate Taxes for Morena Velar S.A.		$210.00
		$0.00
Total Costs Requested in Application		$420.00

FEES AND COSTS & EXPENSES ALLOWED

Fees

The court finds that the hourly rates are reasonable and that Applicant effectively used appropriate rates for the services provided. First Interim Fees in the amount of $8,535.00 are approved pursuant to 11 U.S.C. § 331, and subject to final review pursuant to 11 U.S.C. § 330 and authorized to be paid by the Chapter 7 Trustee from the available funds of the Estate in a manner consistent with the order of distribution in a Chapter 7 case.

Costs & Expenses

First Interim Costs in the amount of $420.00 pursuant to 11 U.S.C. § 331 and subject to final review pursuant to 11 U.S.C. § 330 are approved and authorized to be paid by the Chapter 7 Trustee from the available funds of the Estate in a manner consistent with the order of distribution in a Chapter 7 case.

The court authorizes the Chapter 7 Trustee to pay 80% of the fees and 100% of the costs allowed by the court.

Applicant is allowed, and the Chapter 7 Trustee is authorized to pay, the following amounts as compensation to this professional in this case:

Fees	$8,535.00
Costs and Expenses	$420.00

pursuant to this Application as interim fees pursuant to 11 U.S.C. § 331 in this case.

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Allowance of Fees and Expenses filed by Luis Carballo ("Applicant"), Special Counsel for Kimberly Husted ("the Chapter 7 Trustee") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that Luis Carballo is allowed the following fees and expenses as a professional of the Estate:

Luis Carballo, Professional employed by the Chapter 7 Trustee

Fees in the amount of $8,535.00

Expenses in the amount of $420.00,

as an interim allowance of fees and expenses pursuant to 11 U.S.C. § 331 and subject to final review and allowance pursuant to 11 U.S.C. § 330.

IT IS FURTHER ORDERED that the Chapter 7 Trustee is authorized to pay the fees and costs allowed by this Order from the available funds of the Estate in a manner consistent with the order of distribution in a Chapter 7 case.

6. **08-92594-E-7** **ROBERT/STEPHANIE ACHTERBERG**
15-9054

MOTION FOR EXAMINATION AND FOR PRODUCTION OF DOCUMENTS 8-22-17 [65]

ACHTERBERG, JR. ET AL V. CREDITORS TRADE ASSOCIATION

The Debtor Examination is continued to 10:30 a.m. on September 28, 2017. The continuance is necessary due to a calendaring error that set this Examination in a Modesto Division Adversary Proceeding for a Sacramento Division calendar date. The court has issued an order continuing the Examination date.

On August 22, 2017, Robert Achterberg, Jr., and Stephanie Achterberg ("Plaintiffs") filed an Application for Order of Exam of Creditor–Creditors Trade Association, Inc. ("Defendant"). Dckt. 65. Platintiffs sought for Gary Looney, Defendant's President, to appear and bring the following documents:

A. Financial Profit and Loss Report for business 2015, 2016, and 2017 (to date);

B. Financial Balance Sheet for Business 2015, 2016, and 2017 (to date);

C. Documents related to the lease, rental, or ownership of business lease at Office at 3785 Brickway Blvd., Santa Rosa, California;

D. Any and all agreements for use of office space with any entities who act on Gary Looney's behalf in the collection of debts;

E. Documents showing any ownership or business relationship with any entities other than Defendant;

F. Documents showing the transfer of any assets of Defendant since September 25, 2016;

G. Documents showing the transfer of any personal assets since September 25, 2016;

H. List of all accounts receivable of Defendant or any other entity in which Gary Looney has a beneficial interest;

I. List of any and all bank checking, saving, or financial accounts in existence, designated by account name, number, and location at time of entry of judgment in this case (February 3, 2017) to present; and

J. List of any and all bank checking, saving, or financial accounts in existence, designated by account name, number, and location, at time of judgment in this case (February 3, 2017) to present that have been closed on account and ending balance.

On August 23, 2017, the court entered an order for Gary Looney to appear before the court at 10:30 a.m. on September 21, 2017, and furnish information to aid in enforcement of a money judgment against him and to answer concerning the debt Defendant owes to Plaintiffs. Dckt. 66.