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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In re:)
)
COMPACT-IT, INC.,) Case No. 07-20102-B-11
)
) Docket Control No. SAC-3
Debtor(s).)
) Date: March 6, 2007
)
) Time: 9:30 a.m.

On or after the calendar set forth above, the court issued the following ruling. The official record of the ruling is appended to the minutes of the hearing.

Because the ruling constitutes a "reasoned explanation" of the court's decision under the E-Government Act of 2002 (the "Act"), a copy of the ruling is hereby posted on the court's Internet site, www.caeb.uscourts.gov, in a text-searchable format, as required by the Act. However, this posting does not constitute the official record, which is always the ruling appended to the minutes of the hearing.

DISPOSITION AFTER ORAL ARGUMENT

This motion has been filed pursuant to LBR 9014-1(f)(1). The failure of parties in interest to file timely written opposition as required by this local rule may be considered consent to the granting of the motion. See Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995); LBR 9014-1(f)(1). In this instance, the court issues a tentative ruling.

The motion is denied without prejudice. Debtor has not provided adequate notice of the particular leases that its seeks to assume. The motion simply states that debtor seeks to assume the

1 lease "described in Amended Schedule G which will be filed prior to
2 the hearing." (Dkt. No. 13 at 1). The debtor's memorandum of points
3 and authorities further states "If you are a customer of Compact-It,
4 you should review your rental agreement which you have a copy of. If
5 you have lost your copy of the rental agreement, you may contact
6 counsel for Compact-It who will provide you with a copy at no expense
7 to you." (Dkt. No. 16 at 2). Neither of these statements is
8 sufficient to provide adequate notice of the which lease agreements
9 debtor seeks to assume. Furthermore, debtor has not filed the Amended
10 Schedule G. As a result, debtor has not given adequate notice to
11 other parties to the lease agreements. The court's protective order
12 sealing debtor's amended Schedule G does not relieve debtor of the
13 requirement to give adequate notice. Mullane v. Central Hanover Bank
14 & Trust Co. et al., 339 U.S. 306, 314, 70 S.Ct. 652, 94 L.Ed. 865
15 (1950).

16 The court will issue a minute order.

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