UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, January 15, 2025
Department A – Courtroom #11
Fresno, California

Unless otherwise ordered, all matters before the Honorable Jennifer E. Niemann shall be simultaneously: (1) **In Person** at, Courtroom #11 (Fresno hearings only), (2) via **ZoomGov Video**, (3) via **ZoomGov Telephone**, and (4) via **CourtCall**. You may choose any of these options unless otherwise ordered or stated below.

All parties who wish to appear at a hearing remotely must sign up by 4:00 p.m. **one business day** prior to the hearing. Information regarding how to sign up can be found on the **Remote Appearances** page of our website at https://www.caeb.uscourts.gov/Calendar/CourtAppearances. Each party who has signed up will receive a Zoom link or phone number, meeting I.D., and password via e-mail.

If the deadline to sign up has passed, parties who wish to appear remotely must contact the Courtroom Deputy for the Department holding the hearing.

Please also note the following:

- Parties in interest may connect to the video or audio feed free of charge and should select which method they will use to appear when signing up.
- Members of the public and the press appearing by ZoomGov may only listen in to the hearing using the zoom telephone number. Video appearances are not permitted.
- Members of the public and the press may not listen in to trials or evidentiary hearings, though they may appear in person in most instances.

To appear remotely for law and motion or status conference proceedings, you must comply with the following guidelines and procedures:

1. Review the Pre-Hearing Dispositions prior to appearing at the hearing.
2. Parties appearing via CourtCall are encouraged to review the CourtCall Appearance Information.

If you are appearing by ZoomGov phone or video, please join at least 10 minutes prior to the start of the calendar and wait with your microphone muted until the matter is called.

Unauthorized Recording is Prohibited: Any recording of a court proceeding held by video or teleconference, including "screen shots" or other audio or visual copying of a hearing is prohibited. Violation may result in sanctions, including removal of court-issued media credentials, denial of entry to future hearings, or any other sanctions deemed necessary by the court. For more information on photographing, recording, or broadcasting Judicial Proceedings, please refer to Local Rule 173(a) of the United States District Court for the Eastern District of California.

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

Each matter on this calendar will have one of three possible designations: No Ruling, Tentative Ruling, or Final Ruling. These instructions apply to those designations.

No Ruling: All parties will need to appear at the hearing unless otherwise ordered.

Tentative Ruling: If a matter has been designated as a tentative ruling it will be called, and all parties will need to appear at the hearing unless otherwise ordered. The court may continue the hearing on the matter, set a briefing schedule, or enter other orders appropriate for efficient and proper resolution of the matter. The original moving or objecting party shall give notice of the continued hearing date and the deadlines. The minutes of the hearing will be the court's findings and conclusions.

Final Ruling: Unless otherwise ordered, there will be no hearing on these matters. The final disposition of the matter is set forth in the ruling and it will appear in the minutes. The final ruling may or may not finally adjudicate the matter. If it is finally adjudicated, the minutes constitute the court's findings and conclusions.

Orders: Unless the court specifies in the tentative or final ruling that it will issue an order, the prevailing party shall lodge an order within 14 days of the final hearing on the matter.

THE COURT ENDEAVORS TO PUBLISH ITS RULINGS AS SOON AS POSSIBLE. HOWEVER, CALENDAR PREPARATION IS ONGOING AND THESE RULINGS MAY BE REVISED OR UPDATED AT ANY TIME PRIOR TO 4:00 P.M. THE DAY BEFORE THE SCHEDULED HEARINGS. PLEASE CHECK AT THAT TIME FOR POSSIBLE UPDATES.

9:30 AM

1. 24-12501-A-11 **IN RE: US JET TRANS INC**
CAE-1

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
8-27-2024 [1]

DAVID JOHNSTON/ATTY. FOR DBT.

NO RULING.

2. 24-12709-A-11 **IN RE: KEWEL MUNGER**
BCC-1

MOTION FOR COMPENSATION FOR JAY D. CROM, ACCOUNTANT(S)
12-18-2024 [170]

RILEY WALTER/ATTY. FOR DBT.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Bachecki, Crom & Co., LLP ("Movant"), accountants for the debtor and debtor in possession Kewel K. Munger dba Munger Investments ("Debtor" or "DIP"), requests allowance of interim compensation and reimbursement for expenses for services rendered from October 21, 2024 through November 30, 2024. Order, Doc. #110; Doc. #170. Movant requests allowance of interim compensation in the amount of $20,503.00 and reimbursement for expenses in the amount of $9.10. Doc. #170. Debtor has no objection to the fees and expenses requested by Movant. Doc. #174. This is Movant's first fee application.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a

professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) requesting and reviewing information regarding tax matters of DIP; (2) corresponding with DIP and counsel regarding general accounting issues; (3) participating in conference with DIP's counsel and DIP's CPA to advise about best accounting practices; (4) preparing six-month projected cash budget; (5) assisting with the preparation of the DIP's chapter 11 operating and Form 426 reports; (6) reviewing prior federal and state income tax returns and related documents; and (7) preparing the employment and fee applications. Decl. of Jay D. Crom, Doc. #172; Ex. B, Doc. #173. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED. The court allows interim compensation in the amount of $20,503.00 and reimbursement of expenses in the amount of $9.10. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may draw on any retainer held. DIP is authorized to pay the fees allowed by this order from available funds only if the estate is administratively solvent and such payment will be consistent with the priorities of the Bankruptcy Code.

3. 24-12709-A-11 **IN RE: KEWEL MUNGER**
WJH-15

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-3-2024 [121]

KEWEL MUNGER/MV
RILEY WALTER/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

4. 24-12709-A-11 **IN RE: KEWEL MUNGER**
WJH-17

MOTION TO ASSUME LEASE OR EXECUTORY CONTRACT
12-17-2024 [154]

KEWEL MUNGER/MV
RILEY WALTER/ATTY. FOR DBT.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the U.S. Trustee, or any other party in interest to file

written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

As an informative matter, the movant incorrectly completed Section 6 of the court's mandatory Certificate of Service form. In Section 6, the declarant marked that service was effectuated by Rule 5 and Rules 7005, 9036 Service. Doc. #159. However, Rules 6006 and 9014 require service of a motion to assume an executory contract to be made on the other party to the contract pursuant to Rule 7004, which was done. The declarant should have marked boxes under Section 6A of the current form in addition to the boxes under Section 6B.

Kewel K. Munger dba Munger Investments ("Debtor" or "DIP"), the debtor and debtor in possession in this chapter 11 case, moves the court for authorization to assume a lease agreement ("Agreement") entered into pre-petition with lessee Martin Outdoor of California ("Lessee") with respect to non-residential real property located at APN 058-101-36, Lost Hills, California 93249 (the "Property"). Doc. #154; Ex. A, Doc. #157. Memo P&A, Doc. #158. DIP is the lessor under the Agreement. Decl. of Kewel K. Munger, Doc. #156. Pursuant to the Agreement, DIP leases a small piece of the Property to Lessee, and Lessee is authorized to erect a 14'x 48'x 35' advertising billboard on the Property. Id. The lease payment is $6,000.00 per year and is paid $500.00 monthly in advance of the first day of the month during which signs are completed. Ex. A, Doc. #157. The Agreement commenced on February 1, 1996. Id. There is no termination date to the Agreement. Id. Both DIP and Lessee are current with all of their respective pre- and post-petition obligations under the Agreement. Munger Decl., Doc. #156.

Section 365(a) of the Bankruptcy Code provides that, subject to court approval, the debtor-in-possession may assume an executory contract of the debtor. In evaluating a decision under § 365(a) to assume an executory contract or unexpired lease in the Ninth Circuit, "the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate." Agarwal v. Pomona Valley Med. Grp., Inc. (In re Pomona Valley Med. Grp., Inc.), 476 F.3d 665, 670 (9th Cir. 2007) (citations omitted). The bankruptcy court should approve the assumption under § 365(a) unless the debtor in possession's conclusion is based on bad faith, whim, or caprice. Id.

Here, DIP states that assumption of the Agreement is in the best interest of the estate. Munger Decl., Doc. #156. DIP believes assumption of the Agreement is valuable because the leased Property generates annual revenue, has been in place since 1996, and is beneficial to the bankruptcy estate. Munger Decl., Doc. #156. The court finds that DIP's decision to assume the Agreement is based on his sound business judgment.

Accordingly, the motion is GRANTED. DIP is authorized to assume the Agreement in conformance with DIP's motion. Doc. #154.

5. 24-12709-A-11 **IN RE: KEWEL MUNGER**
WJH-18

MOTION FOR COMPENSATION BY THE LAW OFFICE OF WANGER JONES HELSLEY FOR RILEY C. WALTER, DEBTORS ATTORNEY(S)
12-18-2024 [163]

RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted in part, the fee request will be reduced by $1,665.15 and the expenses award will be reduced by $31.10.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The Moving Party shall submit a proposed order after hearing.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The United States Trustee ("UST") filed a written status statement on January 6, 2025. Doc. #209. The failure of creditors or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

Wanger Jones Helsley ("Movant"), general bankruptcy counsel for the debtor and debtor in possession Kewel K. Munger dba Munger Investments ("Debtor" or "DIP"), requests allowance of interim compensation in the amount of $159,749.00 and reimbursement for expenses in the amount of $1,690.88 for services rendered from September 17, 2024 through November 30, 2024. Doc. #163. Debtor has no objection to the fees and expenses requested by Movant. Doc. #167. This is Movant's first fee application in this case.

UST filed a status statement with respect to the application for payment of interim fees to Movant. Doc. #209. In the statement, UST identified a total of $1,696.25 in objectionable fees and expenses as follows:

(1) Miscounted Hours in the amount of $427.00;

(2) Non-Attorney Tasks in the amount of $378.00;

(3) Block Billing in the amount of $660.90;

(4) Vague Descriptions in the amount of $199.25; and

(5) Pre-Retention Expenses in the amount of $31.10

Id. UST communicated these issues to Movant, and Movant informed UST that Movant agrees to reduce its fee request by $1,665.15 and expenses reimbursement request by $31.10 to fully resolve this issue. Id.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a professional person. 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to counsel, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) preparing chapter 11 schedules and related documents; (2) assisting DIP with accounts and assembly of documents; (3) attending debtor interviews and meeting of creditors; (4) preparing monthly operating reports; (5) filing various employment applications for professionals needed to assist in this case; (6) researching, analyzing and addressing issues related to the turnover of estate property; (7) preparing and filing motion to assume various leases; (8) corresponding with DIP and broker regarding the sales of property and entity interests; (9) addressing pending arbitration; (10) working on the formulation of the disclosure statement and plan; (11) providing general case administration; and (12) preparing and filing fee and employment applications. Decl. of Riley C. Walter, Doc. #165; Ex. A & B, Doc. #166. The court finds the compensation and reimbursement sought by Movant to be reasonable, actual, and necessary.

Accordingly, this motion will GRANTED on an interim basis with the fees and expenses to be reduced in the amount agreed to by Movant. The court will authorize the interim compensation in the reduced amount of $158,083.85 and reimbursement for expenses in the reduced amount of $1,659.78, for a total combined payment of $159,743.63 for services rendered from September 17, 2024 through November 30, 2024. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may draw on any retainer held. Debtor is authorized to pay the fees allowed by this order from available funds only if the estate is administratively solvent and such payment will be consisted with the priorities of the Bankruptcy Code.

6. 24-12709-A-11 **IN RE: KEWEL MUNGER**
WJH-19

MOTION FOR COMPENSATION FOR CARL. R. REFUERZO, SPECIAL COUNSEL(S)
12-18-2024 [177]

RILEY WALTER/ATTY. FOR DBT.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Whitney Thompson & Jeffcoach LLP ("Movant"), special counsel for Kewel K. Munger dba Munger Investments ("Debtor" or "DIP"), requests allowance of interim compensation and reimbursement for expenses for services rendered from September 17, 2024 through November 30, 2024. Doc. #177. Movant requests allowance of interim compensation in the amount of $4,145.00 and reimbursement for expenses in the amount of $10.28. Doc. #177. Debtor has no objection to the fees and expenses requested by Movant. Doc. #181. This is Movant's first fee application.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a professional person. 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation, working to clear up title issues relative to estate real property. Ex. A, Doc. #180. The court finds the compensation and reimbursement sought by Movant to be reasonable, actual, and necessary.

This motion is GRANTED. The court allows interim compensation in the amount of $4,145.00 and reimbursement for expenses in the amount of $10.28. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may draw on any retainer held. Debtor is authorized to pay the fees allowed by this order from available funds only if the estate is administratively solvent and such payment will be consisted with the priorities of the Bankruptcy Code.

7. 24-11545-A-11 **IN RE: RIDGELINE CAPITAL INVESTMENTS, LLC**
CAE-1

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
6-4-2024 [1]

NO RULING.

8. 24-11545-A-11 **IN RE: RIDGELINE CAPITAL INVESTMENTS, LLC**
UST-1

MOTION TO CONVERT CASE FROM CHAPTER 11 TO CHAPTER 7, MOTION TO DISMISS CASE

12-18-2024 [196]

TRACY DAVIS/MV
DEANNA HAZELTON/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted, the case will be converted to chapter 7.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The Moving Party shall submit a proposed order after the hearing.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). On January 13, 2025, the managing member of the debtor late-filed written non-opposition to dismissal of this bankruptcy case. Doc. #201. However, because the debtor is a limited liability corporation, the debtor must appear in court through an attorney in this bankruptcy case and may not appear by its managing member. D-Beam, Ltd. P'ship v. Roller Derby Skates, Inc., 366 F.3d 972, 973-74 (9th Cir. 2004) ("It is a longstanding rule that 'corporations and other unincorporated associations must appear in court through an attorney.'" (Citations omitted).) The court has previously informed the debtor's managing member of this fact. Civil Minutes, Doc. #169. The failure of creditors or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

Federal Rule of Bankruptcy Procedure ("Rule") 1017(f)(1) requires a motion to dismiss under 11 U.S.C. § 1112(b) to be served pursuant to Rule 9014. Rule 9014(b)(1) requires a motion under Rule 9014 to be served pursuant to Rule 7004. Service of the motion on Ridgeline Capital Investments, LLC ("Debtor") does not satisfy Rule 7004. Rule 7004(b)(3) provides that service upon a domestic unincorporated association be mailed "to the attention of an officer, managing or general agent, or to any other agent authorized by appointment or law to receive service of process[.]" Fed. R. Bankr. P. 7004(b)(3). However, Debtor's managing member filed a statement of non-opposition to dismissal of this bankruptcy case. Doc. #201. Because it appears that Debtor received notice of the motion, filed a statement of non-opposition to the motion, and did not object to improper service, the court waives improper service of the motion.

Tracy Hope Davis, the United States Trustee for Region 17 ("UST"), moves to convert or, alternatively, dismiss the chapter 11 bankruptcy case of Ridgeline Capital Investments, LLC ("Debtor") under 11 U.S.C. § 1112(b). Doc. #196. UST argues that Debtor's bankruptcy case should be converted for cause under 11 U.S.C. § 1112(b) because Debtor has failed to: (a) replace its liability insurance on its real property that was canceled effective October 24, 2024; (b) file monthly operating reports for October 2024; and (c) pay quarterly UST fees in the aggregate amount of $250.00 through the third quarter of 2024. Id.

Debtor filed this chapter 11 bankruptcy case on June 4, 2024 as a single asset real estate case. Doc. #1. In its Schedule A/B, Debtor listed the only real property in which Debtor had an interest as 45200 Oak Manor Ct., Temecula, California 92590 (the "Property"). Doc. #19. On November 25, 2024, the court granted relief from stay to the secured creditor on the Property pursuant to 11 U.S.C. § 362(d)(3). Order, Doc. #183.

On December 10, 2024, while this chapter 11 case is still pending, Debtor filed another chapter 11 bankruptcy case in the United States Bankruptcy Court for the Southern District of California, Case No. 24-4715-CL11 ("SDCA Case"). Case No. 24-4715-CL11, Doc. #1. Pursuant to the summary of schedules filed in the SDCA Case, Debtor has $7,400,200.00 in assets and $3,424,907.82 in liabilities. Id. In addition to the Property, Debtor scheduled a $3.1 million interest in a single-family residence located at 15955 Running Deer Trail, Poway, California 92064. Id.

Any party in interest, including the debtor, may move to dismiss a chapter 11 bankruptcy case. 11 U.S.C. § 1112(b)(1). After notice and a hearing, the court may dismiss a chapter 11 case for "cause" unless the court finds "unusual circumstances establishing that converting or dismissing the case is not in the best interests of creditors and the estate." 11 U.S.C. § 1112(b)(1), (2).

"Dismissal of a chapter 11 case under 11 U.S.C. § 1112(b) requires a two-step analysis." Moore v. United States Tr. For Region 16 (In re Moore), 583 B.R. 507, 511 (C.D. Cal. 2018). It must first be determined that there is "cause" to act, and it then must be determined that dismissal, rather than conversion to chapter 7, is in the best interests of the creditors and the estate. Id. (citing Nelson v. Meyer (In re Nelson), 343 B.R. 671, 675 (B.A.P. 9th Cir. 2006)). While § 1112(b)(4) of the Bankruptcy Code identifies specific conduct constituting cause, "bankruptcy courts may look beyond 11 U.S.C. § 1112(b)(4) and 'consider other factors as they arise, and to use its equitable powers to reach an appropriate result in individual cases.'" Id. at 512 (quoting Pioneer Liquidating Corp. v. United States Tr. (In re Consol. Pioneer Mortg. Entities), 248 B.R. 368, 375 (B.A.P. 9th Cir. 2000)).

The court finds that cause exists to dismiss Debtor's chapter 11 case because Debtor: (a) has not confirmed it has obtained replacement insurance for its liability insurance on the Property that was canceled as of October 24, 2024; (b) has not filed its monthly operating report for October 2024; and (c) owes quarterly UST fees in the aggregate amount of $250.00 for the third quarter of 2024. Id.

The court also finds that conversion to chapter 7, rather than dismissal, is in the best interests of creditors and the estate. Debtor filed this chapter 11 case as a single asset real estate case and listed the Property as its only significant asset. However, in the SDCA Case, Debtor lists an interest in two pieces of real property in which Debtor has an interest, the Property and another piece of real property, the value of which totals $7.4 million.

Property cannot be an asset of two bankruptcy estates simultaneously. Bateman v. Grover (In re Berg), 45 B.R. 899, 903 (B.A.P. 9th Cir. 1984). Because all of Debtor's assets are still property of this chapter 11 estate, any assets listed in the SDCA Case are assets of this bankruptcy case. Because Debtor has represented in the SDCA Case that Debtor has more assets than liabilities, it appears there is property of the estate that can be liquidated to pay Debtor's creditors. Thus, conversion to chapter 7, rather than dismissal, is in the best interests of creditors and the estate.

Accordingly, the motion is GRANTED. This case is converted to chapter 7.

9. 23-10571-A-11 **IN RE: NABIEKIM ENTERPRISES, INC.**
FW-14

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL, P.C. FOR PETER A. SAUER, DEBTORS ATTORNEY(S)
12-18-2024 [291]

PETER FEAR/ATTY. FOR DBT.
PETER SAUER/ATTY. FOR MV.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Fear Waddell, P.C. ("Movant"), counsel for NabieKim Enterprises, Inc. ("DIP" or "Debtor"), requests allowance of interim compensation and reimbursement for expenses for services rendered from March 24, 2023 through September 10, 2024. Doc. #291. Movant requests allowance of interim compensation in the amount of $102,404.50 and reimbursement for expenses in the amount of $1,732.90. Doc. #291. Debtor has no objection to the fees and expenses requested by Movant. Doc. #293. This is Movant's first fee application.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a professional person. 11 U.S.C. § 330(a)(1). According to the order authorizing employment of Movant, Movant may submit applications for interim compensation pursuant to 11 U.S.C. §§ 330 and 331. Order, Doc. #55. In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) preparing schedules and statement of financial affairs; (2) preparing and prosecuting first day motions; (3) preparing and filing employment applications; (4) defending motion to dismiss bankruptcy case; (5) assisting in mediation between parties to resolve conflicts between DIP's owner and her brother; (6) preparing operating reports; (7) preparing Subchapter V Plan of Reorganization and related documents; (8) preparing and filing fee application; and (9) general case administration. Exs. A & B, Doc. #295. The court finds the compensation and reimbursement sought by Movant to be reasonable, actual, and necessary.

This motion is GRANTED. The court allows interim compensation in the amount of $102,404.50 and reimbursement for expenses in the amount of $1,732.90. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may draw on any retainer held. Debtor is are authorized to pay the fees allowed by this order in a manner consistent with Debtor's confirmed plan.

10. 24-12873-A-11 **IN RE: GRIFFIN RESOURCES, LLC**
DOJ-1

MOTION TO DEBTOR'S ELECTION TO BE DESIGNATED AS A SMALL BUSINESS SUBCHAPTER V
12-6-2024 [91]

CALIFORNIA GEOLOGIC ENERGY MANAGEMENT DIVISION/MV
RILEY WALTER/ATTY. FOR DBT.
ALICE SEGAL/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Sustained.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The court will issue an order after the hearing.

This objection to the debtor's eligibility for Subchapter V of Chapter 11 was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtor timely filed a written response on December 27, 2024. Doc. #123. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

As a procedural matter, the notice of hearing and the objection to the debtor's designation pursuant to 11 U.S.C. § 1182 (Doc. #91) does not comply with LBR 9004-2(c)(1), which requires notices and objections to be filed as separate documents. Here, the notice of hearing and the debtor's eligibility for Subchapter V of Chapter 11 were filed as a single document.

As a further procedural matter, the declaration of Cameron Campbell filed in support of the objection to designation motion (Doc. #93) does not comply with LBR 9004-2(c)(1) and (d)(1), which require declarations and exhibits to be filed as separate documents. The declaration was filed as a single 335-page document that included the referenced exhibits. Doc. #93. In addition, the exhibits do not comply with LBR 9004-2(d)(2) and (d)(3).

As an informative matter, while the moving party included the proper language when written opposition is required under the Local Rules of Practice, the moving party referenced the wrong Local Rule of Practice. The moving party referred to LBR 9014-1(f)(2) when the proper Local Rule of Practice is LBR 9014-1(f)(1).

The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders.

The California Department of Conservation, Geologic Energy Management Division ("CalGEM"), objects to the designation by Griffin Resources, LLC ("Debtor") as a small business debtor, filing under Subchapter V, Chapter 11, on the grounds that Debtor's "aggregate noncontingent liquidated secured and unsecured debts" as of the petition date exceeded the limit of $3,024,725 set forth in 11 U.S.C. §§ 1182(1) and 101(51D). Doc. #94.

RELEVANT FACTS

Debtor filed a voluntary chapter 11 bankruptcy case on October 2, 2024. Doc. #1. On its bankruptcy petition, Debtor designated itself as "a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,024,725" and chose to proceed under Subchapter V of Chapter 11. Id. According to Debtor's First Chapter 11 Status Report, Debtor is an oil and gas operator of stripper wells, and Debtor owns and operates 108 wells located in Kern and Kings Counties, California. Doc. #51. The deadline for CalGEM to file its proof of claim in Debtor's bankruptcy case is March 31, 2025. Doc. #21. CalGEM has not yet filed a proof of claim in Debtor's bankruptcy case. Decl. of Cameron Campbell, Doc. #93.

Pre-petition, CalGEM obtained two emergency orders, Order Nos. 1380 and 1394, that required Debtor to perform remedial work, plug and abandon wells and decommission facilities at 25 of Debtor's wells. Exs. A & B, Doc. #93; Campbell Decl., Doc. #93. According to CalGEM, when Debtor failed to comply with Order Nos. 1380 and 1394, CalGEM was required to undertake, and undertook, the work required by Order Nos. 1380 and 1394. Campbell Decl., Doc. #93.

Under California Public Resources Code § 3226, any amount expended by CalGEM to complete the work required by Debtor "shall constitute a lien against real or personal property of the operator[.]" Based on invoices authenticated by declaration, CalGEM incurred at least $7,695,862.42 in expenses pre-petition for work performed on behalf of Debtor required by Order Nos. 1380 and 1394. Campbell Decl., Doc. #93; Ex. H, Doc. #93. The court calculates the $7,695,862.42 in pre-petition expenses as follows:

Invoice No.	Dates of Services	Amount
4898	Through 7/11/2024	$209,242.00
5102	Through 7/30/2024	$845,963.57
5112	7/5/2024 – 7/30/2024	$774,301.96
5328	7/23/2024 – 8/16/2024	$36,959.79
5329	7/9/2024 - 8/11/2024	$1,203,869.97
5330	7/19/2024 - 8/11/2024	$1,630,396.42
5536	7/18/2024 - 7/29/2024	$44,948.61
5538	7/18/2024 – 8/30/2024	$1,294,305.85
5690	7/2/2024 – 9/13/2024	$89,917.02
5696	9/3/2024 – 9/13/2024	$22,500.00
5692	7/12/2024 – 9/13/2024	$154,931.81
5695	7/12/2024 – 9/13/2024	$1,248,118.53
6064	9/2/2024 – 9/30/2024	$140,406.89
	TOTAL	$7,695,862.42

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LEGAL ANALYSIS

The burden is on Debtor to prove its eligibility for Subchapter V. NetJets Aviation, Inc. v. RS Air, LLC (In re RS Air, LLC), 638 B.R. 403, 414 (B.A.P. 9th Cir. 2022). Debtor filed no evidence in support of its opposition to CalGEM's objection. Thus, if CalGEM can show that CalGEM holds aggregate noncontingent liquidated secured and unsecured debts against Debtor that exceeded $3,024,725 as of the petition date, then CalGEM's objection to Debtor's designation as a small business debtor, filing under Subchapter V, Chapter 11, should be sustained.

Debtor first asserts that the court should consider CalGEM's claim as contingent, unliquidated and disputed because (a) Debtor scheduled CalGEM's claim as $-0- and as contingent, unliquidated and disputed (Doc. #41), and (b) CalGEM has not filed a proof of claim. Doc. #123.

A court considering a debtor's eligibility for a specific chapter or subchapter primarily relies upon the debtor's schedules and proofs of claim, checking only to see if these documents were filed in good faith. Scovis v. Henrichsen (In re Scovis), 249 F.3d 975, 982 (9th Cir. 2001) ("the rule for determining Chapter 13 eligibility under § 109(e) to be that eligibility should normally be determined by the debtor's originally filed schedules, checking only to see if the schedules were made in good faith."). "[H]owever, the court should neither place total reliance upon a debtor's characterization of a debt nor rely unquestionably on a creditor's proof of claim, for to do so would place eligibility in control of either the debtor or the creditor. At a hearing on eligibility, the court should thus, canvass and review the debtor's schedules and proofs of claim, as well as other evidence offered by a debtor or the creditor to decide only whether the good faith, facial amount of the debtor's liquidated and non-contingent debts exceed statutory limits." Barcal v. Laughlin (In re Barcal), 213 B.R. 1008, 1015 (B.A.P. 8th Cir. 1997) (citation omitted). Here, because CalGEM has not yet filed its proof of claim, the court will consider the evidence submitted by CalGEM in support of its objection to determine, solely for purposes of determining Debtor's eligibility for Subchapter V, whether CalGEM holds a noncontingent and liquidated prepetition claim that exceeds $3,024,725.

"[A] debt is noncontingent if all events giving rise to liability occurred prior to the filing of the bankruptcy petition." Nicholes v. Johnny Appleseed (In re Nicholes), 184 B.R. 82, 88 (9th Cir. 1995) (citing In re Fosvedt, 823 F.2d 305, 306 (9th Cir. 1987)). Here, Debtor's debts to CalGEM arose by statute when CalGEM performed work on behalf of Debtor required by Order Nos. 1380 and 1394. Thus, the debts of Debtor owed to CalGEM based on California Public Resources Code § 3226 are noncontingent.

"The question of whether a debt is liquidated 'turns on whether it is subject to "ready determination and precision in computation of the amount due."'" Slack v. Wilshire Ins.Co. (In re Slack), 187 F.3d 1070, 1073 (9th Cir. 1999). Here, CalGEM's claim is based on invoices for which Debtor must reimburse CalGEM by statute. Thus, CalGEM's debt is readily determined and, pursuant to Slack, is liquidated.

Debtor opposes CalGEM's objection on the basis that Debtor disputes the amount charged for costs to plug and abandon Debtor's wells pre-petition as well as asserts takings, due process, lost profits, defamation and defamation claims against CalGEM. Doc. #123. However, Debtor provides no evidence in support of these assertions. In any event, setoff for alleged counterclaims is not considered for the purposes of determining eligibility. See In re Quintara, 915 F.2d 513, 517 (9th Cir. 1990) (in the context of determining eligibility in a chapter 12 case, "[t]he clear, unambiguous language of 11 U.S.C. § 101(17)(A)

does not allow any setoff for an alleged counterclaim, even if the counterclaim is proven and judgment issued."); see also Sylvester v. Dow Jones & Co. (In re Sylvester), 19 B.R. 671, 673 (B.A.P. 9th Cir. 1982) (counterclaim does not reduce amount of debt for chapter 13 eligibility requirements).

CONCLUSION

Debtor has the burden of proof as to its eligibility under Subchapter V. Debtor has provided no evidence either in opposition to the claim of CalGEM based on invoices evidencing pre-petition obligations pursuant to California Public Resources Code § 3226 or with respect to Debtor's asserted counterclaims against CalGEM. In any event, counterclaims are not considered in determining eligibility when a creditor asserts a claim that is noncontingent and liquidated, as CalGEM has done here.

Because CalGEM has provided uncontroverted evidence to support a noncontingent and liquidated prepetition claim that exceeds $3,024,725, Debtor's aggregate noncontingent liquidated secured and unsecured debts as of the petition date exceeded $3,024,725, and Debtor is not eligible for Subchapter V.

Accordingly, CalGEM's objection to Debtor's designation as a Subchapter V debtor is SUSTAINED. Debtor is not eligible to proceed in Subchapter V.

11. 24-12873-A-11 **IN RE: GRIFFIN RESOURCES, LLC**
WJH-6

MOTION TO EMPLOY THOMAS S. GELINI AS SPECIAL COUNSEL
12-11-2024 [104]

THOMAS GELINI/MV
RILEY WALTER/ATTY. FOR DBT.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Debtor in possession Griffin Resources, LLC ("Debtor" or "DIP") moves pursuant to 11 U.S.C. § 327(a) for authority to employ Bennett Gelini & Gelini, APC

("Special Counsel") to serve as special counsel with respect to litigation with the City of Bakersfield during the pendency of the chapter 11 case. Doc. #104.

Section 1107 of the Bankruptcy Code gives DIP all the rights and powers of a trustee and requires DIP perform all the functions and duties of a trustee, subject to certain exceptions not applicable here. 11 U.S.C. § 1107. Section 327(a) of the Bankruptcy Code permits DIP to employ, with court approval, professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" DIP in carrying out DIP's duties under the Bankruptcy Code. 11 U.S.C. § 327(a).

Special Counsel has represented DIP since August 30, 2024. Ex. A, Doc. #107. DIP requires Special Counsel's services to advise and represent DIP with respect to non-bankruptcy legal services such as serving as insurance defense counsel to DIP in relation to the pending litigation with the City of Bakersfield. Doc. #104; Decl. of Thomas S. Gelini, Doc. #106. Special Counsel will represent the estate, but payment will come from DIP's insurance policy. Id.

Special Counsel has verified there is no connection with DIP and no connection with DIP's creditors, accountants, any other party in interest, or the United States Trustee, as set forth in the motion. Ex. A, Doc. #107; Gelini Decl., Doc. #106. Special Counsel believes it is a disinterested person as defined in 11 U.S.C. § 101(14). Decl., Doc. #106. The motion does not include a declaration of Debtor testifying as to the need for Debtor to employ Special Counsel. Ideally, the motion would include a declaration of Debtor testifying as to the need for the estate to employ Special Counsel in addition to the declaration of Special Counsel.

After review of the evidence, the court finds that Special Counsel does not represent or hold an adverse interest to DIP or to the estate with respect to the matter on which Special Counsel is to be employed.

Accordingly, DIP's motion to employ Special Counsel as special counsel with respect to the in this bankruptcy matter is GRANTED. Pursuant to LBR 2014-1(b)(1), the effective date of such employment shall be December 16, 2024. The order authorizing employment of Special Counsel shall specify that any compensation or reimbursement from the estate is subject to the court's approval pursuant to 11 U.S.C. § 330(a).

12. 24-13373-A-11 **IN RE: HILLER AIRCRAFT CORPORATION**
CAE-1

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
11-21-2024 [1]

LEONARD WELSH/ATTY. FOR DBT.

NO RULING.

13. 24-12709-A-11 **IN RE: KEWEL MUNGER**
WJH-14

CONTINUED MOTION FOR TURNOVER OF PROPERTY UNDER SEC. 542(A)
12-11-2024 [140]

KEWEL MUNGER/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to February 6, 2025 at 10:30 a.m.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The court will issue an order after the hearing.

By this motion, the debtor seeks turnover of property in the possession of the debtor's separated wife, Janie Munger. Doc. #140. On January 7, 2025, Janie Munger filed a motion to dismiss this bankruptcy case and set that motion for hearing on February 6, 2025 (Doc. ##211-219).

Because (a) the turnover motion seeks turnover of property held by Janie Munger, (b) Janie Munger has filed a motion to dismiss this case based on lack of good faith, and (c) the granting of the motion to dismiss would moot the turnover motion, the court intends to continue the hearing on the turnover motion to February 6, 2025 at 10:30 a.m. to be heard in conjunction with the motion to dismiss.

11:00 AM

1. 24-13219-A-7 **IN RE: LARRY GIDEON**

REAFFIRMATION AGREEMENT WITH ALLY BANK
12-17-2024 [14]

TIMOTHY SPRINGER/ATTY. FOR DBT.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Denied.

ORDER: The court will issue an order.

The debtor's counsel will inform the debtor that no appearance is necessary.

Both the reaffirmation agreement and the bankruptcy schedules show that reaffirmation of this debt creates a presumption of undue hardship that has not been rebutted in the reaffirmation agreement. Although the debtor's attorney executed the agreement, the attorney could not affirm that (a) the agreement was not a hardship, and (b) the debtor would be able to make the payments. Therefore, the agreement does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable.

1. 24-13402-A-7 **IN RE: DOUGLAS HANING**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
12-9-2024 [34]

WILEY RAMEY/ATTY. FOR DBT.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the filing fees now due have been paid. The case shall remain pending.

2. 23-12203-A-7 **IN RE: DUSTIN/SARAH SMITH**
FW-4

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL, P.C. TRUSTEES ATTORNEY(S)
12-3-2024 [71]

ERIC ESCAMILLA/ATTY. FOR DBT.
GABRIEL WADDELL/ATTY. FOR MV.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Fear Waddell, P.C., ("Movant"), attorney for chapter 7 trustee Peter L. Fear ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from December 13, 2023 through November 27, 2024. Doc. #71. Movant provided legal services valued at $5,608.50, and requests compensation for that amount. Doc. #71. Movant requests reimbursement

for expenses in the amount of $315.42. Doc. #71. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Decl. of Peter L. Fear, Doc. #74.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) providing counsel to Trustee as to the administration of the chapter 7 case; (2) analyzing a motion for relief from stay and advising Trustee of its implications; (3) preparing and filing employment and fee applications; and (4) general case administration. Decl. of Gabriel J. Waddell, Doc. #75; Ex. A & B, Doc. #73. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of $5,608.50 and reimbursement for expenses in the amount of $315.42. Trustee is authorized to make a combined payment of $5,923.92, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

3. 24-12816-A-7 **IN RE: LUIS OCHOA GONZALEZ AND AMALIA OCHOA AGUILAR**
KMM-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
11-27-2024 [19]

AMERICAN HONDA FINANCE CORPORATION/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process

requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

As a procedural matter, the motion does not comply with LBR 9004-2(d), which requires all supporting pleadings to be filed as separate documents. Here, the motion was filed as a single 34-page document that included the movant's notice of hearing, declarations, exhibits, Relief from Stay Summary Sheet and certificate of service. Doc. #19. The motion and each of the supporting documents should have been filed separately. The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders.

The movant, American Honda Finance Corporation ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2024 Honda Accord, VIN: 1HGCY1F33RA052096 ("Vehicle"). Doc. #19.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case by case basis." In re Mac Donald, 755 F.2d 715, 717 (9th Cir. 1985).

11 U.S.C. § 362(d)(2) allows the court to grant relief from the stay if the debtors do not have any equity in such property and such property is not necessary to an effective reorganization.

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors have failed to make at least six complete pre- and post-petition payments. Movant has produced evidence that the debtors are delinquent by at least $3,699.95. Decl. of Tasha Jackson, Doc. #21. According to the debtors' Statement of Intention, the Vehicle will be surrendered. Doc. #1.

The court also finds that the debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtors are in chapter 7. The Vehicle is valued at $30,250.00 and the debtors owe $44,656.23. Jackson Decl., Doc. #21.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtors have failed to make at least six pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

4. 24-12030-A-7 **IN RE: MICHAEL BLUNT**
WJH-2

MOTION TO AVOID LIEN OF TANGLEWOOD OWNER'S ASSOCIATION, NAVITAS CREDIT CORPORATION AND GCFS, INC.
12-2-2024 [24]

MICHAEL BLUNT/MV
RILEY WALTER/ATTY. FOR DBT.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

As a procedural matter, the motion does not comply with LBR 9014-1(d)(5), which requires every request for an order to be filed separately from every other request. Under the court's interpretation of LBR 9014-1(d)(5), the request to avoid a judicial lien held by one lienholder is a separate request from the request to avoid the judicial lien of another lienholder, even if both judicial liens are against the same property. Here, the motion filed by Debtor requests avoidance of three separate judicial liens held by three separate lienholders. Doc. #24. Accordingly, Debtor should have filed three separate motions instead of asking for avoidance of three separate judicial liens in a single motion.

Michael Gerald Blunt Jr. ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial liens of (i) Tanglewood Owner's Association ("Tanglewood"), (ii) Navitas Credit Corporation ("Navits"), and (iii) GCFS, Inc. ("GCFS") on Debtor's residential real property commonly referred to as 3432 Smith Lane, Clovis, CA 93619 (the "Property"). Doc. #24; Schedule C, Doc. #1.

In order to avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtors' schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). 11 U.S.C. § 522(f)(1); Goswami v. MTC Distrib. (In re Goswami), 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting In re Mohring, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992)).

Debtor filed his bankruptcy petition on July 22, 2024. Doc. #1. A judgment was entered against Debtor in the amount of $6,752.65 in favor of GCFS on July 6, 2023. Ex. D, Doc. #27. The abstract of judgment was recorded pre-petition in Fresno County on October 17, 2023 as document number 2023-0096398. Ex. D, Doc. #27. A second separate judgment was entered against Debtor in the amount of $23,835.45 in favor of Navitas on June 14, 2021. Ex. D, Doc. #27. The abstract of judgment was recorded pre-petition in Fresno County on September 24, 2021 as document number 2021-0156618. Ex. D, Doc. #27. A third separate judgment was entered against Debtor in the amount of $2,450.91 in favor of Tanglewood on March 18, 2020. Ex. D, Doc. #27. The abstract of judgment was recorded pre-petition in Fresno County on December 22, 2020 as document number 2020-0185280. Ex. D, Doc. #27. The liens attached to Debtor's interest in the Property located in Fresno County. Ex. D, Doc. #27.

The Property also is encumbered by a first deed of trust in the amount $290,000.00. Schedule D, Doc. #1. Debtor claimed an exemption of $500,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtor asserts a market value for the Property as of the petition date at $411,000.00. Schedule A, Doc. #1.

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, the liens must be avoided in the reverse order of their priority. Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger), 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "Judicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Applying the statutory formula first to the most junior lien, held by GCFS:

Amount of GCFS's judicial lien		$6,752.65
Total amount of all other liens on the Property (including senior judicial liens)	+	$316,286.36
Amount of Debtor's claim of exemption in the Property	+	$500,000.00
		$832,039.01
Value of Debtor's interest in the Property absent liens	-	$411,000.00
Amount GCFS's lien impairs Debtor's exemption		$412,039.01

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support GCFS's judicial lien.

Continuing in reverse order of priority and applying the statutory formula to Navitas's judicial lien:

Amount of Navitas's judicial lien		$23,835.45
Total amount of all other liens on the Property (including senior judicial liens and excluding junior judicial liens)	+	$292,450.91
Amount of Debtor's claim of exemption in the Property	+	$500,000.00
		$816,286.36
Value of Debtor's interest in the Property absent liens	-	$411,000.00
Amount Navitas's lien impairs Debtor's exemption		$405,286.36

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Navitas's judicial lien.

Continuing in reverse order of priority and applying the statutory formula to Tanglewood's judicial lien:

Amount of Tanglewood's judicial lien		$2,450.91
Total amount of all other liens on the Property (excluding junior judicial liens)	+	$290,000.00
Amount of Debtor's claim of exemption in the Property	+	$500,000.00
		$792,450.91
Value of Debtor's interest in the Property absent liens	-	$411,000.00
Amount Tanglewood's lien impairs Debtor's exemption		$381,450.91

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Tanglewood's judicial lien. Therefore, the fixing of the judicial liens of GCFS, Navitas and Tanglewood impair Debtor's exemption in the Property and their fixing will be avoided.

Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1). Accordingly, this motion is GRANTED. The proposed order shall state that the judicial liens of GCFS, Navitas and Tanglewood are avoided on the subject Property only and include as exhibits copies of the abstracts of judgment of GCFS, Navitas and Tanglewood.

5. 23-11048-A-7 **IN RE: TIMOTHY CRANE**
DMG-3

MOTION FOR COMPENSATION FOR D. MAX GARDNER, TRUSTEES ATTORNEY(S)
12-23-2024 [102]

ROBERT WILLIAMS/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The Moving Party shall submit a proposed order after the hearing.

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

D. Max Gardner, Attorney at Law, ("Movant"), general counsel for chapter 7 trustee Jeffrey M. Vetter ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from June 6, 2023 through January 15, 2025. Doc. #102. Movant provided legal services valued at $6,352.50 and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of $202.90. Id. Trustee consents to the amount requested in Movant's application. Doc. #108. This is Movant's first and final fee application.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Here, Movant's services included, without limitation: (1) preparing and filing motion to compromise controversy or approve settlement; (2) preparing fee and employment applications; and (3) general case assistance to Trustee. Decl. of D. Max Gardner, Doc. #104; Ex. A, Doc. #105. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

Accordingly, subject to opposition being raised at the hearing, this motion is GRANTED on a final basis. The court allows final compensation in the amount of $6,352.50 and reimbursement for expenses in the amount of $202.90. Trustee is authorized to make a combined payment of $6,555.40, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

6. 24-11853-A-7 **IN RE: KEY ELECTRIC, INC.**
AP-4

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-10-2024 [88]

ALLY BANK/MV
LEONARD WELSH/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The movant, Ally Bank ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2020 Ford Explorer, VIN: 1FMSK7DHXLGA92933 ("Vehicle"). Doc. #88.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case by case basis." In re Mac Donald, 755 F.2d 715, 717 (9th Cir. 1985).

11 U.S.C. § 362(d)(2) allows the court to grant relief from the stay if the debtor does not have any equity in such property and such property is not necessary to an effective reorganization.

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least eight complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least $6,814.19. Decl. of Paul Tangen, Doc. #92.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at $23,981.00 and the debtor owes $31,903.34. Tangen Decl., Doc. #92.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtor has failed to make at least eight pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

7. 24-11853-A-7 **IN RE: KEY ELECTRIC, INC.**
AP-5

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-10-2024 [95]

ALLY BANK/MV
LEONARD WELSH/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v.

Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The movant, Ally Bank ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2019 Ford F150 SuperCrew Cab, VIN: 1FTEW1CP9KKC51304 ("Vehicle"). Doc. #95.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case by case basis." In re Mac Donald, 755 F.2d 715, 717 (9th Cir. 1985).

11 U.S.C. § 362(d)(2) allows the court to grant relief from the stay if the debtor does not have any equity in such property and such property is not necessary to an effective reorganization.

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least eight complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least $6,029.02. Decl. of Paul Tangen, Doc. #97.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at $19,286.00 and the debtor owes $27,533.49. Tangen Decl., Doc. #97.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtor has failed to make at least eight pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

8. 24-11853-A-7 **IN RE: KEY ELECTRIC, INC.**
AP-6

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-10-2024 [102]

ALLY BANK/MV
LEONARD WELSH/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as

required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The movant, Ally Bank ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2018 Chevrolet Silverado 1500, VIN: 1GB2CUEG5JZ168490 ("Vehicle"). Doc. #102.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case by case basis." In re Mac Donald, 755 F.2d 715, 717 (9th Cir. 1985).

11 U.S.C. § 362(d)(2) allows the court to grant relief from the stay if the debtor does not have any equity in such property and such property is not necessary to an effective reorganization.

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least six complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least $3,713.07. Decl. of Paul Tangen, Doc. #105.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at $14,331.00 and the debtor owes $18,347.58. Tangen Decl., Doc. #105.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtor has failed to make at least six pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

9. 23-10963-A-7 **IN RE: JESUS GUERRA**
AP-1

MOTION TO CONFIRM TERMINATION OR ABSENCE OF STAY
11-26-2024 [87]

WELLS FARGO BANK, N.A./MV
HENRY NUNEZ/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The movant, Wells Fargo Bank, N.A. ("Movant"), moves the court for an order confirming termination of the automatic stay as to Movant and real property located at 209 S. O Street, Madera, California 93637 (the "Property"). Motion, Doc. #87. Movant brings this motion because Debtor reopened his bankruptcy case on September 17, 2024 to file an adversary proceeding to which Movant is not a party. Doc. #89.

Pursuant to 11 U.S.C. § 362(c)(1), "the stay of an act against property of the estate under subsection (a) of this section continues until such property is no longer property of the estate[.]" Pursuant to § 362(c)(2), the stay of any other act under subsection (a) of § 362 remains in effect until the bankruptcy case is closed, dismissed, or a discharge is granted or denied. 11 U.S.C. § 362(c)(2); see In re D. Papagni Fruit Co., 132 B.R. 42, 45 (Bankr. E.D. Cal. 1991).

Debtor filed a voluntary chapter 7 bankruptcy case on May 4, 2023. Doc. #1. Debtor received a discharge on August 15, 2023. Doc. #46. Debtor's bankruptcy case was closed on September 18, 2023. Doc. #51. Debtor reopened his bankruptcy case on September 17, 2024. Doc. #54. Upon the reopening of the bankruptcy case, Debtor has not sought to reinstate the automatic stay as to Movant or the Property. Doc. #89.

The court finds that the automatic stay terminated as to the estate's interest in the Property on September 18, 2023 when Debtor's bankruptcy case was closed and the Property abandoned to Debtor pursuant to 11 U.S.C. § 554(c). 11 U.S.C. § 362(c)(1). The court also finds that the automatic stay terminated as to

Debtor's interest in the Property on August 15, 2023 upon entry of an order discharging Debtor. 11 U.S.C. § 362(c)(2)(C); Order, Doc. #46.

Accordingly, the motion is GRANTED. The court confirms the automatic stay has terminated as to Movant and the Property.

10. 24-11565-A-7 **IN RE: ASHLEY SILVERS**
JES-2

MOTION FOR COMPENSATION FOR JAMES SALVEN, ACCOUNTANT(S)
12-12-2024 [30]

JAMES SALVEN/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order in conformance with the ruling below.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

James E. Salven ("Movant"), certified public accountant for chapter 7 trustee Peter L. Fear ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from November 19, 2024 through December 11, 2024. Doc. #30; Order, Doc. #29. Movant provided accounting services valued at $1,120.00, but requests compensation for a reduced amount of $870.00. Doc. #30. Movant requests reimbursement for expenses in the amount of $128.81. Doc. #30. Trustee consents to the amount requested in Movant's application. Decl. of Peter L. Fear, Doc. #34. This is Movant's first and final fee application.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) conflict review and preparing employment application; (2) researching acquisition dates and tax basis; (3) researching and analyzing tax effect of sales and input data to

process tax returns; and (4) preparing, filing and serving fee application. Ex. A & B, Doc. #33; Decl. of James E. Salven, Doc. #32. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the reduced amount of $870.00 and reimbursement for expenses in the amount of $128.81. Trustee is authorized to make a combined payment of $998.81, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

11. 24-12566-A-7 **IN RE: CALIFORNIA CITRUS MARKETING, INC.**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
12-6-2024 [18]

MARK ZIMMERMAN/ATTY. FOR DBT.
$338.00 FILING FEE PAID 12/6/24

FINAL RULING: There will be no hearing on this matter.

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the filing fees now due have been paid. The case shall remain pending.