

UNITED STATES BANKRUPTCY COURT  
Eastern District of California  
Honorable René Lastreto II  
Hearing Date: Tuesday, February 8, 2022  
Place: Department B - Courtroom #13  
Fresno, California

**ALL APPEARANCES MUST BE TELEPHONIC**  
(Please see the court's website for instructions)

*Due to rising COVID-19 cases, all appearances shall be telephonic through CourtCall. The contact information for CourtCall to arrange for a phone appearance is: (866) 582-6878.*

**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. [21-11001](#)-B-11     **IN RE: NAVDIP BADHESHA**

CONTINUED FURTHER STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY  
PETITION  
4-21-2021     [[1](#)]

MATTHEW RESNIK/ATTY. FOR DBT.

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

DISPOSITION:     Continued to February 24, 2022 at 9:30 a.m.

ORDER:             The court will issue an order.

Debtor-in-possession Navdip S. Badhesha ("DIP") has a hearing to approve the Disclosure Statement set on February 24, 2022. RMB-14. Accordingly, this status conference will be continued to February 24, 2022 at 9:30 a.m. to be heard in connection with the Disclosure Statement.

1:30 PM

1. [16-11528](#)-B-7     **IN RE: RV PEDDLER, INC.**  
[JES-2](#)

MOTION FOR COMPENSATION FOR JAMES E. SALVEN, ACCOUNTANT(S)  
12-20-2021     [\[79\]](#)

JAMES E. SALVEN/MV  
LEONARD WELSH/ATTY. FOR DBT.

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

DISPOSITION:     Granted subject to the condition described  
below. Otherwise, DENIED.

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

James E. Salven ("Applicant") the certified public accountant employed by chapter 7 trustee Jeffrey M. Vetter ("Trustee"), seeks final compensation under 11 U.S.C. § 330 in the amount of \$2,284.51. Doc. #79. This amount consists of \$1,680.00 in fees as reasonable compensation and \$604.51 in reimbursement of expenses for actual, necessary services rendered for the benefit of the estate from October 25, 2021 through December 1, 2021. *Id.*

Trustee has reviewed the application and supporting documentation and consents to the proposed payment of compensation. Doc. #83.

No party in interest timely filed written opposition. This motion will be GRANTED provided the condition described below is performed. If not, the motion will be DENIED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the 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 amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that

they are entitled to the relief sought, which the movant has done here.

RV Peddler, Inc. filed chapter 7 bankruptcy on April 29, 2016. Doc. #1. Randell Parker was appointed as interim trustee on that same date and became permanent trustee at the first § 341(a) meeting of creditors on June 28, 2016. Doc. #2. Mr. Parker filed a report of No Distribution on July 26, 2016 and the case was closed by final decree on September 19, 2016. Doc. #50.

Debtor moved to reopen the case on May 11, 2021. Doc. #57. Trustee was appointed as successor trustee on June 7, 2021 and the meeting of creditors was held and concluded on June 28, 2016. Doc. #62. Trustee moved to employ Applicant on October 29, 2021 under 11 U.S.C. §§ 327 and 330-31, which was approved effective October 25, 2021. Docs. #70; #73. No compensation was permitted except upon court order following application pursuant to § 330(a) and compensation was set at the "lodestar rate" for accounting services at the time that services are rendered in accordance with *In re Manoa Fin. Co.*, 853 F.2d 687 (9th Cir. 1988). Acceptance of employment was deemed to be an irrevocable waiver by Applicant of all pre-petition claims, if any, against the bankruptcy estate. *Id.*

Applicant provided 6.0 billable hours of accounting services at a rate of \$225 per hour, totaling **\$1,680.00** in fees. Docs. #79; #82, *Ex. A*. Applicant also incurred **\$604.51** in expenses, but itemized expenses were not provided with the exhibits.<sup>1</sup> *Id.* These combined fees and expenses total **\$2,284.51**.

11 U.S.C. § 330(a)(1)(A) & (B) permits approval of "reasonable compensation for actual necessary services rendered by . . . [a] professional person" and "reimbursement for actual, necessary expenses."

Applicant's services included, without limitation: (1) preparing the employment application (JES-1); (2) reviewing documents filed in the bankruptcy case, communicating with Debtor's counsel regarding property acquisition; (3) investigating the cost basis and reviewing prior tax returns filed by the Debtor; (4) preparing and processing tax returns; and (5) preparing and filing the final fee application (JES-2). *Id.*, *Ex. A*. The court finds the services actual, reasonable, and necessary. If Applicant provides the specified information as directed in this ruling, the court will review them. As noted above, Trustee reviewed the fee application and consents to payment of the requested fees and expenses. Doc. #83.

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED subject to the condition that Applicant provides the needed expense information and a declaration in proper form one calendar day before the scheduled hearing. If not, the motion will be DENIED. Applicant shall be conditionally awarded \$1,680.00 in fees and \$604.51 in expenses on a final basis pursuant to 11 U.S.C.

§ 330. Trustee will be authorized, in his discretion, to pay Applicant \$2,284.51 for services rendered to and costs incurred for the benefit of the estate from October 25, 2021 through December 1, 2021.

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<sup>1</sup> Applicant filed two copies of "Exhibit A" and omitted "Exhibit B." Doc. #82.

2. [12-18358](#)-B-7     **IN RE: JOSEPH TATUM AND MARY SWEENEY-TATUM**  
[RLF-2](#)

MOTION TO AVOID LIEN OF YELLOW BOOK SALES AND DISTRIBUTION  
COMPANY, INC AND HIBU INC  
1-25-2022    [[24](#)]

MARY SWEENEY-TATUM/MV  
SHANE REICH/ATTY. FOR DBT.

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

DISPOSITION:        Denied without prejudice.

ORDER:                The court will issue an order.

Joseph Glen Tatum and Mary Johnelle Sweeney-Tatum ("Debtors") seek to avoid a judicial lien in favor of Hibu Inc. fka Yellowbook Inc. fka Yellow Book Sales and Distribution, Inc. ("Creditor") in the sum of \$17,028.65 and encumbering residential real property located at 5738 N. McCall Ave., Clovis, CA 93619 ("Property").<sup>2</sup> Doc. #24.

This motion will be DENIED WITHOUT PREJUDICE because the deadline for creditors to object under Fed. R. Bankr. P. 4003(b)(1) has not expired.

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 debtor's 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). § 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), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Here, a judgment was entered against Preferred Roofing, Inc., a suspended California Corporation, and both Debtors, individually and as co-obligors, in favor of Yellow Book Sales and Distribution Company, Inc. nka Hibu Inc. in the sum of \$17,028.65 on September 26, 2011. Doc. #27, *Ex. 1*. The abstract of judgment was issued on November 16, 2011 and recorded in Fresno County on December 2, 2011 as

instrument no. 2011-0161696. *Id.* That lien attached to Debtors' interest in Property. Doc. #26.

California Code of Civil Procedure ("C.C.P.") 683.020 defines the period in which a judgment may be enforced:

. . . upon the expiration of 10 years after the date of entry of a money judgment or a judgment for possession or sale of property:

- (a) The judgment may not be enforced.
- (b) All enforcement procedures pursuant to the judgment or to a writ or order issued pursuant to the judgment shall cease.
- (c) Any lien created by an enforcement procedure pursuant to the judgment is extinguished.

C.C.P. § 683.020. Under Section 108(c),

. . . if applicable nonbankruptcy law . . . fixes a period for commencing or continuing a civil action . . . and such period has not expired before the date of the filing of the petition, then such period does not expire until the later of—

- (1) the end of such period, including any suspension of such period occurring on or after the commencement of the case, or
- (2) 30 days after the notice of termination or expiration of the stay under section 362 . . . with respect to such claim.

11 U.S.C. § 108(c). The automatic stay will remain in effect until 30 days after the case is closed or dismissed. § 362(c)(1), (c)(2).

11 U.S.C. § 362(a) precludes creditors from renewing judgments while the automatic stay is in effect. *Spirtos v. Moreno (In re Spirtos)*, 221 F.3d 1079, 1080 (9th Cir. 2000); see also, *Kertesz v. Ostrovsky*, 115 Cal. App. 4th 369, 377-78 (2004) ("The suspension of a statute of limitations for a certain period is, in effect 'time taken out,' for that period and adds the same period of time to the limitation time provided in the statute.") (internal quotation omitted), citing *Schumacher v. Worcester*, 55 Cal. App. 4th 376, 380 (1997).

The judgment was entered in favor of Creditor on September 26, 2011. Absent tolling, the judgment would have expired on September 26, 2021 – 3,653 days later.<sup>3</sup> It ran for 368 days from September 26, 2011 until Debtors filed bankruptcy on September 28, 2012 (with 3,285 days remaining).

The automatic stay was in effect from September 28, 2012 until the case was closed by final decree on January 11, 2013. Doc. #16. The stay continued to toll the renewal period until 30 days after the case was closed under § 108(c), which is February 10, 2013 (135 days after

the petition date). The renewal period is set to expire on February 8, 2022, which is the date of this hearing. So, unless Creditor has already renewed the lien, February 8, 2022 will be the last day that the judgment remains in effect, and it is still avoidable.

However, Fed. R. Bankr. P. 4003(b)(1) allows a party in interest to file an objection to a claim of exemption within 30 days after the § 341 meeting of creditors is held, or within 30 days after any amendment to *Schedule C* is filed, whichever is later. Here, *Amended Schedule C* was filed on January 25, 2022, so the 30-day period to object will expire on February 24, 2022, which is after the date of this hearing. Doc. #22. Unless renewed, the judgment will expire before February 24, 2022 and this motion will be moot.

For the above reason, this motion will be DENIED WITHOUT PREJUDICE.

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<sup>2</sup> Yellow Book Sales and Distribution Inc., a Delaware corporation, changed its name to Yellowbook Inc. on March 31, 2011, and then changed it to Hibu Inc. on January 16, 2013. Doc. #27, *Exs. 2-3*, at 6, 8. Debtors complied with Fed. R. Bankr. P. 7004(b)(3) by serving Kevin Jasper, Creditor's CEO, by regular mail at Creditor's business address on January 25, 2022. Doc. #28.

<sup>3</sup> 3,653 days, rather than 3,650, to account for leap years in 2012, 2016, and 2020.

3. [21-10762](#)-B-7     **IN RE: STEVEN/SANDRA SLUMBERGER**  
[DMG-4](#)

OMNIBUS OBJECTION TO CLAIMS  
12-20-2021    [\[58\]](#)

JAMES SALVEN/MV  
PETER FEAR/ATTY. FOR DBT.  
D. GARDNER/ATTY. FOR MV.

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

DISPOSITION:     Sustained.

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

Chapter 7 trustee James E. Salven ("Trustee") filed this omnibus objection<sup>4</sup> to the following proofs of claim under Fed. R. Bankr. P. ("Rule") 3007(d)(2):

- (a) Claim No. 5-1 in the amount of \$62,745.83 filed by Bank of America, N.A. on June 1, 2021;
- (b) Claim No. 9-1 in the amount of \$3,750.00 filed by Arthur Chavez on July 14, 2021;

- (c) Claim No. 4-1 in the amount of \$2,367.00 filed by Discount Tire on May 25, 2021;
- (d) Claim Nos. 1-1 and 2-1, both in the amount of \$456,035.38, filed by Larry Duba on May 3, 2021 and May 12, 2021, respectively; and
- (e) Claim No. 3-1 in the amount of \$177,568.22 filed by Nancy Kell on May 16, 2021.

Doc. #58. Trustee asserts that these claims involve contractual and/or creditor/debtor relationships with Cable Links Construction Group, Inc. ("Cable Links"), which is a corporation that was owned or controlled by the Debtors. Doc. #60. Cable Links Construction Group filed a separate chapter 7 bankruptcy on February 9, 2021. Case No. 21-10316. Trustee objects under Rule 3007(d)(2) because he has determined that the claims are asserted against Cable Links and there is no evidence of personal liability or personal guarantees on behalf of the Debtors individually. Docs. #58; #60.

No party in interest timely filed written opposition. This objection will be SUSTAINED.

This objection was set for hearing on 44 days' notice as required by Local Rule of Practice ("LBR") 3007-1(b)(1). The failure of the 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 sustaining of the objection. *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 amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 502(a) states that a claim or interest, evidenced by a proof filed under section 501, is deemed allowed, unless a party in interest objects.

Rule 3001(f) states that a proof of claim executed and filed in accordance with these rules shall constitute *prima facie* evidence of the validity and amount of the claim. If a party objects to a proof of claim, the burden of proof is on the objecting party. *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (B.A.P. 9th Cir. 2000).

Here, each of the claims is asserted against Cable Links:



(a) Bank of America,<sup>5</sup> Claim No. 5-1: Though Bank of America's letter dated May 26, 2015 is directed to joint debtor Sandy Slumberger, it indicates that the \$62,745.83 debt concerns a business account in favor of Cable Links Consulting. Claim #5-1, *Attach. #1*, at 1. Bank of America has not filed a claim in Cable Links' related bankruptcy case.

(b) Arthur Chavez, Claim No. 9-1: Arthur Chavez's \$3,750.00 claim is derived from a September 29, 2020 *Stipulation and Award and/or Order* entered in California State Workers' Compensation Appeals Board Case Nos. ADJ10892251, ADJ10892252 against Cable Links Construction Group, Inc. Claim #9-1, *Attach. 1*. Notably, Chavez filed a duplicative proof of claim in Cable Links' related bankruptcy case.

(c) Discount Tire,<sup>6</sup> Claim No. 4-1: Discount Tire's \$2,367.24 claim is against Cable Links Construction. Claim #4-1, *Attach. 1*. Discount Tire has not filed a proof of claim in Cable Links' related bankruptcy case.

(d) Larry Duba, Claim Nos. 1-1, 2-1. Larry Duba filed two proofs of claim on May 3, 2021, and May 12, 2021, both in the amount of \$456,035.38. Attachment 2 is a loan agreement between Duba and Cable Links Construction Group, Inc. dated August 24, 2020. Claim #1-1, *Attach. 1*. Attachments 1 and 3-4, appear to have been filed in error: 1 and 3 are duplicative and concern wedding plans dated June 1, 2004 for a party that does not appear to be related to this case, and the fourth is an image of the Fresno skyline. Claim #1-1, *Attachs. 2-4*.

Meanwhile, Proof of Claim No. 2 omits the apparently erroneous Attachments 1, 3-4. Attachment 1 is copy of Claim No. 1, Attachment 1, which has been updated to include in handwriting that the amount due as of November 3, 2020 is \$8,368.75. Claim #2, *Attach. 1*. Attachment 2 is an unaltered copy of Claim #1, Attachment 1. *Id.*, *Attach. 2*. Both indicate that Cable Links owes this debt. Attachment 3 summarizes the calculation for the \$456,035.38 total owed to Duba by Cable Links. *Id.*, *Attach. 3*. Duba filed a proof of claim and amended it in the Cable Links bankruptcy.

(e) Nancy Kell, Claim No. 3-1. Nancy Kell filed Claim No. 3 in the amount of \$177,568.22 on May 16, 2021. The attachments indicate that this claim is based on contracts between Kell and Cable Links. Claim #3, *Attachs. 1-3*. Kell also filed a proof of claim in the Cable Links bankruptcy.

Trustee has presented evidence that each of the proofs of claim were filed in the wrong bankruptcy case. Cable Links is indebted to all of the above parties and no evidence has been presented that any of the debts involve personal guarantees or other individual liability of Debtors. Docs. ##60-61. All parties were appropriately served on at least 44 days' notice and no party filed opposition.

Accordingly, the following proofs of claim will be disallowed in their entirety: (a) Claim No. 5 filed by Bank of America, N.A.; (b) Claim

No. 9 filed by Arthur Chavez; (c) Claim No. 4 filed by Discount Tire; (d) Claim Nos. 1 and 2 filed by Larry Duba; and (e) Claim No. 3 filed by Nancy Kell.

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<sup>4</sup> Trustee has complied with the omnibus objection requirements specified in Rule 3007(d) and (e). All parties were served in accordance with Rule 3007(a) (2) (A) by serving the claimant by first-class or certified mail to the persons most designated on the claimants' original or amended proofs of claim as the person to receive notices, at the addresses so indicated. Doc. #62.

<sup>5</sup> In accordance with Rule 3007(a) (2) (A) (ii), Brian T. Moynihan, the President and CEO of Bank of America, National Association, was properly served by certified mail at Bank of America's main office address. *Id.*; cf. FDIC Cert. #3510 at <https://banks.data.fdic.gov/bankfind-suite/bankfind> (Feb. 2, 2022), and Bank of America, National Association, *Mar. 30, 2021 Statement of Information* at <https://businesssearch.sos.ca.gov/> (Feb. 2, 2022).

<sup>6</sup> The court notes that no named individual for Discount Tire was served, but Claim No. 4 says notices should be sent to "Discount tire" at 1139 N. Patt St. in Anaheim, California. Doc. #62. Trustee has complied with the technical requirements of Rule 3007(a) (2) (A).

4. [19-13374](#)-B-7      **IN RE: KENNETH HUDSON**  
[LNH-3](#)

CONTINUED MOTION TO COMPROMISE CONTROVERSY/APPROVE  
SETTLEMENT AGREEMENT WITH ROYALTY LENDING II LTD  
12-17-2021    [\[80\]](#)

JEFFREY VETTER/MV  
AHREN TILLER/ATTY. FOR DBT.  
LISA HOLDER/ATTY. FOR MV.  
RESPONSIVE PLEADING

**Since posting the original pre-hearing dispositions, the court has changed its intended ruling on this matter.**

NO RULING.

5. [20-11296](#)-B-7     **IN RE: KYLE/DEANNA MAURIN**  
[SSA-3](#)

MOTION FOR COMPENSATION FOR STEVEN S. ALTMAN, TRUSTEES  
ATTORNEY(S)  
1-14-2022     [[60](#)]

PETER FEAR/ATTY. FOR DBT.

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 hearing.

Steven S. Altman ("Applicant"), general counsel for chapter 7 trustee Irma C. Edmonds ("Trustee"), seeks final compensation under 11 U.S.C. § 330 in the sum of \$7,106.42. Doc. #60. This amount consists of \$6,240.00 in fees as reasonable compensation and \$866.42 in reimbursement of expenses for actual, necessary services rendered for the benefit of the estate from April 8, 2020 through January 12, 2022. *Id.* Trustee has reviewed the application and supporting documents, consents to the proposed payment, and indicates that the bankruptcy estate is currently holding funds in the amount of \$38,920.33. Doc. #62.

This motion was set for hearing on 21 days' notice under Local Rule of Practice ("LBR") 9014-1(f)(2) and Fed. R. Bankr. P. ("Rule") 2002(a)(6) and will proceed as scheduled. 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.

Kyle Taylor Maurin and DeAnna Marie Maurin ("Debtors") filed chapter 7 bankruptcy on April 1, 2020. Doc. #1. Trustee was appointed as interim trustee on that same date and became permanent trustee at the first § 341(a) meeting of creditors on May 11, 2020. Doc. #2. Trustee moved to employ Applicant on May 4, 2020 under 11 U.S.C. § 327. Doc. #21. The court approved employment on May 12, 2020, effective April 8, 2020. Doc. #32. No compensation was permitted except upon court order following application pursuant to § 330(a) and compensation was set at the "lodestar rate" for legal services at the time that services are rendered in accordance with *In re Manoa Fin. Co.*, 853 F.2d 687 (9th Cir. 1988). *Id.* No compensation was permitted for services constituting performance of trustee duties pursuant to *In re McKenna*, 93 B.R. 238 (Bankr. E.D. Cal. 1988). *Id.*

This is Applicant's first and final fee application. Applicant's firm provided 20.80 billable hours of legal services at a rate of \$300.00 per hour, totaling **\$6,240.00** in fees. Doc. #64, Exs. 1-3. Applicant also incurred **\$866.42** for the following expenses:

Postage (467 @ \$0.50)	\$233.50
Postage (1 @ \$285.82) <sup>7</sup>	+ \$285.82
Copying (3,021 @ \$0.10)	+ \$302.10
CourtCall (2 @ \$22.50)	+ \$45.00
<b>Total Costs</b>	<b>= \$866.42</b>

*Id.*, Ex. 2, at 3, 6, 14. These combined fees and expenses total **\$7,106.42**.

11 U.S.C. § 330(a)(1)(A) and (B) permits approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses."

Applicant's services included, without limitation: (1) reviewed case file, schedules, and secured application for appointment as counsel (SSA-1); (2) reviewed with Trustee and Debtors' counsel excess assets listed in the schedules as not exempt; (3) prepared proposed sale agreement to dispose of the real and personal property to Debtors in consideration for payment to the bankruptcy estate; (4) sought, appeared in connection with, and obtained approval for the sale of excess real and personal property to Debtors for payment of \$40,000 to the estate (SSA-2); (5) analyzed dischargeability adversary proceeding filed against Debtors (Case No. 20-01044), communicated with parties in interest, and assisted Trustee in responding to subpoena directed to Trustee for personal and business records of Debtors; and (6) prepared and filed this final fee application (SSA-3). Doc. #63. The court finds the services and expenses reasonable, actual, and necessary. As noted above, Trustee reviewed the fee application, consents to payment of the requested fees and expenses, and the bankruptcy estate is holding funds in the amount of \$38,920.33. Doc. #62.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, the court is inclined to GRANT this motion and award Applicant on a final basis \$6,240.00 in reasonable fees and \$866.42 in actual, necessary expenses pursuant to § 330. Trustee will be authorized, in her discretion, to pay Applicant \$7,106.42 for services rendered and costs incurred for the benefit of the estate from April 8, 2020 through January 12, 2022.

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<sup>7</sup> Applicant indicates that service of certain documents was accomplished using a third-party notice and service provider, which explains the separate "lump sum" postage charges. Doc. #63, ¶ 4(A).