

**UNITED STATES BANKRUPTCY COURT**

Eastern District of California

**Honorable Ronald H. Sargis**

Bankruptcy Judge  
Modesto, California

**March 9, 2023 at 10:30 a.m.**

1. [20-90115-E-7](#)  
[WF-12](#)

ALI MUTHANA  
Gurjeet Rai

**MOTION TO COMPROMISE  
CONTROVERSY/APPROVE  
SETTLEMENT AGREEMENT WITH  
GNN REAL ESTATE AND MORTGAGE,  
INC.  
2-8-23 [142]**

**Tentative Ruling:** Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

-----

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

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, Chapter 7 Trustee, creditors, parties requesting special notice, and Office of the United States Trustee on February 8, 2023. By the court's calculation, 29 days' notice was provided. 35 days' notice is required. FED. R. BANKR. P. 2002(a)(3) (requiring twenty-one days' notice); LOCAL BANKR. R. 9014-1(f)(1)(B) (requiring fourteen days' notice for written opposition).

The Motion for Approval of Compromise has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). The defaults of the non-responding parties and other parties in interest are entered.

**The Motion for Approval of Compromise is granted.**

Michael D. McGranahan, the Chapter 7 Trustee, ("Movant") requests that the court approve a compromise and settle competing claims and defenses with GNN Real Estate and Mortgage, Inc. ("Settlor").

The claims and disputes to be resolved by the proposed settlement are the avoidance of the transfer of a deed of trust on the 2022 White Fall Court, Ceres, California property (the “Property”), from the Debtor to Settlor.

Movant and Settlor have resolved these claims and disputes, subject to approval by the court on the following terms and conditions summarized by the court (the full terms of the Settlement are set forth in the Settlement Agreement filed as Exhibit A in support of the Motion, Dckt. 145):

- A. Trustee shall pay \$135,000.00 to the Settlor within 20 days following the satisfaction of all conditions set forth. These conditions include:
  - 1. The court approving the Settlement;
  - 2. The Trustee closing the sale of the Property; and
  - 3. All of Settlor’s representations made in the Settlement Agreement are accurate and correct as of the date of satisfaction of all other conditions.
- B. Settling Party will release and forever discharge Trustee and the bankruptcy estate from any and all claims that in any way relate to or arise out of the Litigation.
- C. Trustee, on behalf of the bankruptcy estate, will release and discharge Settling Party from any of Trustee’s claims that in any way relate to or arise out of the Litigation.

The pending sale of the Property, which has already been approved by this court, is expected to generate \$424,000 in net proceeds that are subject to the disputed lien of Settlor.

## **DISCUSSION**

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

- 1. The probability of success in the litigation;
- 2. Any difficulties expected in collection;
- 3. The complexity of the litigation involved and the expense, inconvenience, and delay necessarily attending it; and
- 4. The paramount interest of the creditors and a proper deference to their reasonable views.

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

Movant argues that the four factors have been met.

## **Probability of Success**

Settlor has an affirmative defense under the Bankruptcy Code Section 549(c). Settlor may use that defense to argue that they acted in good faith and had no knowledge of the debtor's bankruptcy case.

Movant's position is supported by the existence of a credit report disclosing the bankruptcy filing, and Ms. Bhatti's, Settlor's Representative, conduct in changing the transaction less than 24 hours after the issuance of the credit report. However, there is a factual issue that would need to be resolved by the trier of fact.

Settlor contends that it could be entitled to \$310,000.00 in principal, interest and attorneys' fees if it prevails. Movant claims that Settlor would recover nothing and would potentially be liable for Trustee's fees of \$125,000.00. Movant anticipates that recovering attorneys' fees may be problematic. The midpoint between a recovery by Settlor and success by Trustee resulting in no payment is \$155,000.00. Movant argues the estate paying less than the midpoint favors approval of the settlement.

## **Difficulties in Collection**

Movant argues that if they prevail at trial, they will be able to recover all proceeds without the need to pay Settlor. However, Movant argues, it may be problematic to recover attorneys' fees from Settlor.

## **Expense, Inconvenience, and Delay of Continued Litigation**

The case is prepared for trial, but proceeding through trial would add additional cost and delay for the estate.

## **Paramount Interest of Creditors**

Movant is not aware of any opposition to the Settlement but will provide notice of the motion and an opportunity for creditors to oppose.

## **Consideration of Additional Offers**

At the hearing, the court announced the proposed settlement and requested that any other parties interested in making an offer to Movant to purchase or prosecute the property, claims, or interests of the estate present such offers in open court. At the hearing -----.

Upon weighing the factors outlined in *A & C Props* and *Woodson*, the court determines that the compromise is in the best interest of the creditors and the Estate because it will resolve the issue successfully for the bankruptcy estate at a reasonable cost, without running the risk of an adverse judgement on the merits or for attorneys' fees. The Motion is granted.

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

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

The Motion to Approve Compromise filed by Michael D. McGranahan, the Chapter 7 Trustee, (“Movant”) having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the Motion for Approval of Compromise between Movant and GNN Real Estate and Mortgage, Inc. (“Settlor”) is granted, and the respective rights and interests of the parties are settled on the terms set forth in the executed Settlement Agreement filed as Exhibit A in support of the Motion (Dckt. 145).

2 thru 3

**Tentative Ruling:** Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

**Below is the court's tentative ruling, rendered on the assumption that there will be no opposition to the motion. If there is opposition presented, the court will consider the opposition and whether further hearing is proper pursuant to Local Bankruptcy Rule 9014-1(f)(2)(C).**

-----

Local Rule 9014-1(f)(2) Motion—Hearing Required.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor's Attorney, creditors, parties requesting special notice, and Office of the United States Trustee on February 8, 2023. By the court's calculation, 29 days' notice was provided. 14 days' notice is required.

Though notice was provided, Movant has not complied with Local Bankruptcy Rule 7005-1 which requires the use of a specific Eastern District of California Certificate of Service Form (Form EDC 007-005). This required Certificate of Service form is required not merely to provide for a clearer identification of the service provided, but to insure that the party providing the service has complied with the requirements of Federal Rule of Civil Procedure 5, 7, as incorporated into Federal Rule of Bankruptcy Procedure 7005, 7007, and 9014(c).

At the hearing, **XXXXXXX**

The Motion to Employ was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(2). Debtor, creditors, the Chapter 11 Trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offer opposition to the motion, the court will set a briefing schedule and a final hearing, unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion. At the hearing, -----.

|   |
|---|
| <b>The Motion to Employ is granted.</b> |
|---|

Ramil Abalkhad and Melina Abalkhad ("Debtor in Possession") seeks to employ Michael R. Totaro ("Counsel") pursuant to Local Bankruptcy Rule 9014-1(f)(1) and Bankruptcy Code Sections 328(a) and 330. Debtor in Possession seeks the employment of Counsel as general insolvency counsel.

Debtor in Possession argues that Counsel's appointment and retention is necessary to represent Debtor in the ongoing Chapter 11 bankruptcy proceeding. Counsel will render services on an hourly basis at the rate of \$550.00 per hour for attorneys and \$150.00 per hour for paralegals.

Michael R. Totaro, a Partner of Totaro & Shanahan, testifies that he is a duly licensed attorney with a background in bankruptcy law. Dckt. 25. Michael Totaro testifies he and the firm do not represent or hold any interest adverse to Debtor or to the Estate and that they have no connection with Debtor, creditors, the U.S. Trustee, any party in interest, or their respective attorneys. Dckt. 25.

Pursuant to § 327(a), a trustee or debtor in possession is authorized, with court approval, to engage the services of professionals, including attorneys, to represent or assist the trustee in carrying out the trustee's duties under Title 11. To be so employed by the trustee or debtor in possession, the professional must not hold or represent an interest adverse to the estate and be a disinterested person.

Section 328(a) authorizes, with court approval, a trustee or debtor in possession to engage the professional on reasonable terms and conditions, including a retainer, hourly fee, fixed or percentage fee, or contingent fee basis. Notwithstanding such approved terms and conditions, the court may allow compensation different from that under the agreement after the conclusion of the representation, if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of fixing of such terms and conditions.

Taking into account all of the relevant factors in connection with the employment and compensation of Counsel, considering the declaration demonstrating that Counsel does not hold an adverse interest to the Estate and is a disinterested person, the nature and scope of the services to be provided, the court grants the motion to employ Michael R. Totaro as Counsel for the Chapter 11 Estate on the terms and conditions set forth in the Agreement for Legal Services filed as Exhibit 1, Dckt. 25. Approval of the commission is subject to the provisions of 11 U.S.C. § 328 and review of the fee at the time of final allowance of fees for the professional.

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

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

The Motion to Employ filed by Ramil Abalkhad and Melina Abalkhad ("Debtor in Possession") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the Motion to Employ is granted, and Debtor in Possession is authorized to employ Michael R. Totaro as Counsel for Debtor in Possession on the terms and conditions as set forth in the Agreement for Legal Services filed as Exhibit 1, Dckt. 25.

**IT IS FURTHER ORDERED** that no compensation is permitted except upon court order following an application pursuant to 11 U.S.C. § 330 and subject to the provisions of 11 U.S.C. § 328.

**IT IS FURTHER ORDERED** that no hourly rate or other term referred to in the application papers is approved unless unambiguously so stated in this order or in a subsequent order of this court.

**IT IS FURTHER ORDERED** that except as otherwise ordered by the Court, all funds received by Counsel in connection with this matter, regardless of whether they are denominated a retainer or are said to be nonrefundable, are deemed to be an advance payment of fees and to be property of the estate.

**Tentative Ruling:** Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

**Below is the court's tentative ruling, rendered on the assumption that there will be no opposition to the motion. If there is opposition presented, the court will consider the opposition and whether further hearing is proper pursuant to Local Bankruptcy Rule 9014-1(f)(2)(C).**

-----

Local Rule 9014-1(f)(2) Motion—Hearing Required.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor's Attorney, creditors, parties requesting special notice, and Office of the United States Trustee on February 7, 2023. By the court's calculation, 30 days' notice was provided. 14 days' notice is required.

Though notice was provided, Movant has not complied with Local Bankruptcy Rule 7005-1 which requires the use of a specific Eastern District of California Certificate of Service Form (Form EDC 007-005). This required Certificate of Service form is required not merely to provide for a clearer identification of the service provided, but to insure that the party providing the service has complied with the requirements of Federal Rule of Civil Procedure 5, 7, as incorporated into Federal Rule of Bankruptcy Procedure 7005, 7007, and 9014(c).

At the hearing, **XXXXXXX**

The Motion to Employ was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(2). Debtor, creditors, the Chapter 11 Trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offer opposition to the motion, the court will set a briefing schedule and a final hearing, unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion. At the hearing, -----.

|   |
|---|
| <b>The Motion to Employ is granted.</b> |
|---|

Ramil Abalkhad and Melina Abalkhad ("Debtor in Possession") seeks to employ Rodeo Realty, Inc. ("Broker") pursuant to Local Bankruptcy Rule 9014-1(f)(1) and Bankruptcy Code Sections 328(a) and 330. Debtor in Possession seeks the employment of Broker to sell the real property located at 25561 Prado de Las Flores ("Property") and provide adequate sales representation. Broker will conduct all advertising of the Property—MLS listings, open houses, and Agent's open—through social media. Further, Broker will



document preparation, attend all meetings related to the property, negotiate with prospective buyers, and provide counsel concerning issues related to the sale and escrow. Motion to Employ. Dckt. 27.

Debtor in Possession argues that Broker's appointment and retention is necessary to ensure the estate receives adequate sales representation for the sale of the Property at issue. The terms of Broker's employment include a compensation of 6% of the gross lease price of the Property to be paid from the first month's rental. The fee is to be divided with the buyer's, if any.

Susan L. Hackett, an Agent of Rodeo Realty, Inc. of the Beverly Hills office, testifies that she was referred to and met with Debtor in Possession to lease the property on January 5, 2023. Declaration, Dckt. 29. On February 5, 2023, Debtor in Possession signed a listing agreement with Ms. Hackett and Broker to lease the Property with a 6% commission. *Id.* Ms. Hackett testifies she and Rodeo Realty, Inc. do not represent or hold any interest adverse to Debtor or to the Estate and that they have no connection with Debtor, creditors, the U.S. Trustee, any party in interest, or their respective attorneys.

## **PLEADINGS FILED AS ONE DOCUMENT**

Debtor in Possession filed the Declaration of Ms. Hackett and Supporting Exhibits in this matter as one document. That is not the practice in the Bankruptcy Court. "Motions, notices, objections, responses, replies, declarations, affidavits, other documentary evidence, exhibits, memoranda of points and authorities, other supporting documents, proofs of service, and related pleadings shall be filed as separate documents." LOCAL BANKR. R. 9004-2(c)(1). Counsel is reminded of the court's expectation that documents filed with this court comply as required by Local Bankruptcy Rule 9004-1(a). Failure to comply is cause to deny the motion. LOCAL BANKR. R. 1001-1(g), 9014-1(l).

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

## **DISCUSSION**

Pursuant to § 327(a), a trustee or debtor in possession is authorized, with court approval, to engage the services of professionals, including attorneys, to represent or assist the trustee in carrying out the trustee's duties under Title 11. To be so employed by the trustee or debtor in possession, the professional must not hold or represent an interest adverse to the estate and be a disinterested person.

Section 328(a) authorizes, with court approval, a trustee or debtor in possession to engage the professional on reasonable terms and conditions, including a retainer, hourly fee, fixed or percentage fee, or contingent fee basis. Notwithstanding such approved terms and conditions, the court may allow compensation different from that under the agreement after the conclusion of the representation, if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of fixing of such terms and conditions.

Taking into account all of the relevant factors in connection with the employment and compensation of Broker, considering the declaration demonstrating that Broker does not hold an adverse interest to the Estate and is a disinterested person, the nature and scope of the services to be provided, the

court grants the motion to employ Rodeo Realty, Inc. as Broker for the Chapter 11 Estate on the terms and conditions set forth in the Listing Agreement attached as Exhibit 1, to Dckt. 29. Approval of the commission is subject to the provisions of 11 U.S.C. § 328 and review of the fee at the time of final allowance of fees for the professional.

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

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

The Motion to Employ filed by Ramil Abalkhad and Melina Abalkhad (“Debtor in Possession”) having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the Motion to Employ is granted, and Debtor in Possession is authorized to employ Rodeo Realty, Inc. as Broker for Debtor in Possession on the terms and conditions as set forth in the Listing Agreement attached as Exhibit 1, to Dckt. 29.

**IT IS FURTHER ORDERED** that no compensation is permitted except upon court order following an application pursuant to 11 U.S.C. § 330 and subject to the provisions of 11 U.S.C. § 328.

**IT IS FURTHER ORDERED** that no hourly rate or other term referred to in the application papers is approved unless unambiguously so stated in this order or in a subsequent order of this court.

**IT IS FURTHER ORDERED** that except as otherwise ordered by the Court, all funds received by Broker in connection with this matter, regardless of whether they are denominated a retainer or are said to be nonrefundable, are deemed to be an advance payment of fees and to be property of the estate.

# FINAL RULINGS

4. [22-90041-E-7](#)

AREA X INC.  
David Johnston

ORDER TO SHOW CAUSE - FAILURE  
TO PAY FEES  
2-21-23 [\[112\]](#)

**Final Ruling:** No appearance at the March 9, 2023 hearing is required.  
-----

The Order to Show Cause was served by the Clerk of the Court on Debtor, Debtor's Attorney, Creditors, and Chapter 11 Trustee as stated on the Certificate of Service on February 23, 2023. The court computes that 14 days' notice has been provided.

The court issued an Order to Show Cause based on Creditor's failure to pay the required fees in this case: \$188.00 due on January 24, 2023.

**The Order to Show Cause is discharged, and the bankruptcy case shall proceed in this court.**

The court's docket reflects that the default in payment that is the subjection of the Order to Show Cause has been cured.

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

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

The Order to Show Cause having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the Order to Show Cause is discharged, no sanctions ordered, and the bankruptcy case shall proceed in this court.

SUBCHAPTER V

**Final Ruling:** No appearance at the March 9, 2023 hearing is required.

-----

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

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor’s Attorney, Chapter 11 Trustee, creditors holding the twenty largest unsecured claims, creditors, parties requesting special notice, and Office of the United States Trustee on February 7, 2023. By the court’s calculation, 30 days’ notice was provided. 35 days’ notice is required. FED. R. BANKR. P. 2002(a)(6) (requiring twenty-one days’ notice when requested fees exceed \$1,000.00); LOCAL BANKR. R. 9014-1(f)(1)(B) (requiring fourteen days’ notice for written opposition).

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

**The Motion for Allowance of Trustee Fees is granted.**

David M. Sousa, the Chapter 11 Subchapter V Trustee (“Applicant”) for R. Millennium Transport, Inc., Debtor / Debtor in Possession (“Client”), makes a First Interim Request for the Allowance of Fees and Expenses in this case. Applicant brings this request pursuant to 11 U.S.C. §330, however, his role is ongoing, therefore the court interprets the request for compensation as First Interim fees pursuant to 11 U.S.C. § 331.

Fees are requested for the period May 15, 2020, through December 31, 2022. The United States Trustee appointed Applicant was on May 15, 2020. Notice, Dckt. 4. Applicant requests fees in the amount of \$39,416.80 and costs in the amount of \$230.72.

**APPLICABLE LAW**

## Reasonable Fees

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

- A. Were the services authorized?
- B. Were the services necessary or beneficial to the administration of the estate at the time they were rendered?
- C. Are the services documented adequately?
- D. Are the required fees reasonable given the factors in 11 U.S.C. § 330(a)(3)?
- E. Did the trustee exercise reasonable billing judgment?

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

## Lodestar Analysis

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

## Reasonable Billing Judgment

Even if the court finds that the services billed by trustee are “actual,” meaning that the fee application reflects time entries properly charged for services, the trustee must demonstrate still that the work performed was necessary and reasonable. *In re Puget Sound Plywood*, 924 F.2d at 958. Trustee must exercise good billing judgment with regard to the services provided because the court’s authorization to employ trustee to work in a bankruptcy case does not give that trustee “free reign to run up a [professional fees and expenses] tab without considering the maximum probable recovery,” as opposed to a possible recovery. *Id.*; *see also Brosio v. Deutsche Bank Nat’l Tr. Co. (In re Brosio)*, 505 B.R. 903, 913 n.7 (B.A.P. 9th Cir. 2014) (“Billing judgment is mandatory.”). According to the Court of Appeals for the Ninth Circuit, prior to working on a legal matter, the attorney, or other professional as appropriate, is obligated to consider:

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

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

A review of the application shows that Applicant's services for the Estate include case administration, debtor interviews, claims review and negotiation, management of the Plan, assistance with operating reports, and assistance with post-confirmation deposits and payments. The court finds the services were beneficial to Client and the Estate and were reasonable.

## **FEES AND COSTS & EXPENSES REQUESTED**

### **Fees**

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

Case Administration: Applicant spent 10.80 hours in this category. Applicant reviewed case information, reviewed emails, and communicated with the U.S. Trustee.

Initial Debtor Interview and 341 Examinations: Applicant spent 8.45 hours in this category. Applicant interviewed the Debtor, prepared for 341 examinations, and attended the 341 meeting.

Claims Review and Negotiation with Creditors: Applicant spent 17.60 hours in this category. Applicant reviewed claims and negotiated with creditors.

Plan of Reorganization, Modified Plan and Hearing: Applicant spent 9.15 hours in this category. Applicant reviewed Debtor's plans, discussed plans with creditors and Debtor, and attended plan confirmation hearings.

Assistance with Monthly Operating Reports and Bookkeeping: Applicant spent 42.90 hours in this category. Applicant assisted Debtor and Debtor's Counsel with summary of cash receipts and disbursements.

Post Confirmation Deposits and Plan Payments: Applicant spent 20.98 hours in this category. Applicant prepared schedule of creditors, prepared a disbursement spreadsheet, communicated with Debtor and creditors, and mailed plan disbursement checks to creditors.

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

| <b>Names of Professionals and Experience</b> | <b>Time</b> | <b>Hourly Rate</b> | <b>Total Fees Computed Based on Time and Hourly Rate</b> |
|--|-------------|--------------------|--|
| Davis M. Sousa, Trustee                      | 94.55       | \$395.00           | \$37,347.25  |
| Crystal Elliott, Assistant                   | 15.33       | \$135.00           | <u>\$2,069.55</u>  |
| <b>Total Fees for Period of Application</b>  |             |                    | \$39,416.80  |

### **Costs & Expenses**

Applicant also seeks the allowance and recovery of costs and expenses in the amount of \$230.72 pursuant to this application.

The costs requested in this Application are,

| <b>Description of Cost</b>                  | <b>Per Item Cost, If Applicable</b> | <b>Cost</b> |
|---|-------------------------------------|-------------|
| Mileage                                     | \$0.58                              | \$147.20    |
| Postage                                     | \$0.58                              | \$83.52     |
| <b>Total Costs Requested in Application</b> |                                     | \$230.72    |

### **FEES AND COSTS & EXPENSES ALLOWED**

#### **Fees**

##### **Hourly Fees**

The court finds that the hourly rates are reasonable and that Applicant effectively used appropriate rates for the services provided. First Interim Fees in the amount of \$39,416.80 are approved pursuant to 11 U.S.C. § 331, and subject to final review pursuant to 11 U.S.C. § 330, and authorized to be paid by the Debtor / Debtor in Possession from the available funds of the Estate in a manner consistent with the order of distribution in a Subchapter V case.

#### **Costs & Expenses**

First Interim Costs in the amount of \$230.72 pursuant to 11 U.S.C. § 331 and subject to final review pursuant to 11 U.S.C. § 330 are approved and authorized to be paid by the Debtor / Debtor in Possession from the available funds of the Estate in a manner consistent with the order of distribution in a Subchapter V case.

The court authorizes the Debtor / Debtor in Possession to pay 100% of the fees and 100% of the costs allowed by the court.

Applicant is allowed, and Debtor / Debtor in Possession is authorized to pay, the following amounts as compensation to this professional in this case:

|                    |             |
|--------------------|-------------|
| Fees               | \$39,416.80 |
| Costs and Expenses | \$230.72    |

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

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

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

The Motion for Allowance of Fees and Expenses filed by David M. Sousa (“Applicant”), the Chapter 11 Subchapter V Trustee having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that David M. Sousa is allowed the following fees and expenses as a professional of the Estate:

David M. Sousa, the Chapter 11 Subchapter V Trustee

Fees in the amount of \$39,416.80  
Expenses in the amount of \$230.72,

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

**IT IS FURTHER ORDERED** that Debtor / Debtor in Possession is authorized to pay 100% of the fees and 100% of the costs allowed by this Order from the available funds of the Estate in a manner consistent with the order of distribution in a Chapter 11 Subchapter V case.



**Final Ruling: No appearance at the March 9, 2023 Hearing is required.**  
-----

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

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor’s Attorney, Chapter 7 Trustee, creditors, parties requesting special notice, and Office of the United States Trustee on January 20, 2023. By the court’s calculation, 48 days’ notice was provided. 35 days’ notice is required. FED. R. BANKR. P. 2002(a)(6) (requiring twenty-one days’ notice when requested fees exceed \$1,000.00); LOCAL BANKR. R. 9014-1(f)(1)(B) (requiring fourteen days’ notice for written opposition).

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

**The Motion for Allowance of Professional Fees is granted.**

James E. Salven, the Accountant (“Applicant”) for Irma Edmonds, the Chapter 7 Trustee (“Client”), makes a First and Final Request for the Allowance of Fees and Expenses in this case.

Fees are requested for the period March 3, 2019, through March 9, 2023. The order of the court approving employment of Applicant was entered on May 9, 2019. Dckt. 34. The order is effective as to services **rendered on or after April 30, 2019**. Order, Dckt. 34. Applicant requests fees in the amount of \$4,475.00 and costs in the amount of \$504.70. The court notes, upon review of Debtor’s exhibits, 2.3 hours of work were completed on dates prior to April 30, 2019, for a total billed amount of \$575.00 during that period. Dckt. 170. Those times relate directly to and provided necessary services for the Trustee. It appears that the April 30<sup>th</sup> date is a clerical error, the drafter not realizing that the necessary services had been performed shortly before that date. These requested hours are allowed.

## **APPLICABLE LAW**

### **Reasonable Fees**

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

- A. Were the services authorized?
- B. Were the services necessary or beneficial to the administration of the estate at the time they were rendered?
- C. Are the services documented adequately?
- D. Are the required fees reasonable given the factors in 11 U.S.C. § 330(a)(3)?
- E. Did the Accountant exercise reasonable billing judgment?

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

### **Lodestar Analysis**

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

### **Reasonable Billing Judgment**

Even if the court finds that the services billed by the Accountant are “actual,” meaning that the fee application reflects time entries properly charged for services, the Accountant must demonstrate still that the work performed was necessary and reasonable. *In re Puget Sound Plywood*, 924 F.2d at 958. The Accountant must exercise good billing judgment with regard to the services provided because the court’s authorization to employ the Accountant to work in a bankruptcy case does not give that Accountant “free reign to run up a [professional fees and expenses] tab without considering the maximum probable recovery,” as opposed to a possible recovery. *Id.*; *see also Brosio v. Deutsche Bank Nat’l Tr. Co. (In re Brosio)*, 505 B.R. 903, 913 n.7 (B.A.P. 9th Cir. 2014) (“Billing judgment is mandatory.”). According to the Court of Appeals for the Ninth Circuit, prior to working on a legal matter, the attorney, or other professional as appropriate, is obligated to consider:

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

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

A review of the application shows that Applicant’s services for the Estate include gathering data, preparing and filing tax documents, and processing tax returns. The court finds the services were beneficial to Client and the Estate and were reasonable.

## **FEES AND COSTS & EXPENSES REQUESTED**

### **Fees**

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

Tax Advice and Preparation: Applicant spent 15.2 hours in this category. Applicant gathered accounting data, prepared balance and income sheets, and prepared tax returns for 2019, 2020, and 2021. Applicant provided K-1's for each year to the debtor’s shareholder’s, and answered inquiries from the shareholders and their accountants.

Employment and Fee Applications: Applicant spent 2.7 hours in this category. Applicant reviewed data, checked for conflicts, and prepared and filed the application for approval of employment. Applicant also prepared, filed, and served the final fee application for this matter.

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

| <b>Names of Professionals and Experience</b> | <b>Time</b> | <b>Hourly Rate</b> | <b>Total Fees Computed Based on Time and Hourly Rate</b> |
|--|-------------|--------------------|--|
| James Salven                                 | 17.9        | \$250.00           | <u>\$4,475.00</u>  |
| <b>Total Fees for Period of Application</b>  |             |                    | \$4,475.00   |

Fees for Applicant are allowed in the amount of \$4,475.00.

### **Costs & Expenses**

Applicant also seeks the allowance and recovery of costs and expenses in the amount of \$504.70 pursuant to this application.

The costs requested in this Application are,

| Description of Cost                         | Per Item Cost, If Applicable | Cost            |
|---|------------------------------|-----------------|
| Service Fee                                 | \$1.29                       | \$104.49        |
| Copies                                      | \$0.15                       | \$20.55         |
| Envelopes                                   | \$0.20                       | \$0.40          |
| Tax Processing                              | N/A                          | \$379.26        |
| <b>Total Costs Requested in Application</b> |                              | <b>\$504.70</b> |

## **FEES AND COSTS & EXPENSES ALLOWED**

### **Fees**

#### **Hourly Fees**

The court finds that the hourly rates are reasonable and that Applicant effectively used appropriate rates for the services provided. First and Final Fees in the amount of \$4,475.00 are approved pursuant to 11 U.S.C. § 330 and authorized to be paid by the Chapter 7 Trustee from the available funds of the Estate in a manner consistent with the order of distribution in a Chapter 7 case.

### **Costs & Expenses**

First and Final Costs in the amount of \$504.70 are approved pursuant to 11 U.S.C. § 330 and authorized to be paid by the Chapter 7 Trustee from the available funds of the Estate in a manner consistent with the order of distribution in a Chapter 7 case.

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

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

|                    |            |
|--------------------|------------|
| Fees               | \$4,475.00 |
| Costs and Expenses | \$504.70   |

pursuant to this Application as final fees and costs pursuant to 11 U.S.C. § 330 in this case.

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

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

The Motion for Allowance of Fees and Expenses filed by James E. Salven (“Applicant”), Accountant for Irma Edmonds, the Chapter 7 Trustee, (“Client”) having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that James E. Salven is allowed the following fees and expenses as a professional of the Estate:

James E. Salven, Professional employed by the Chapter 7 Trustee

Fees in the amount of \$4,475.00 and  
Expenses in the amount of \$504.70,

as the final allowance of fees and expenses pursuant to 11 U.S.C. § 330 as counsel for the Chapter 7 Trustee.

**IT IS FURTHER ORDERED** that the Chapter 7 Trustee is authorized to pay 100% of the fees and 100% of the costs allowed by this Order from the available funds of the Estate in a manner consistent with the order of distribution in a Chapter 7 case.

**Final Ruling:** No appearance at the March 9, 2023 hearing is required.

-----

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

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor’s Attorney, Chapter 7 and 11 Trustee, creditors, parties requesting special notice, and Office of the United States Trustee on February 6, 2023. By the court’s calculation, 31 days’ notice was provided. 35 days’ notice is required. FED. R. BANKR. P. 2002(a)(6) (requiring twenty-one days’ notice when requested fees exceed \$1,000.00); LOCAL BANKR. R. 9014-1(f)(1)(B) (requiring fourteen days’ notice for written opposition).

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

|  |
|--|
| <p><b>The Motion for Allowance of Trustee Fees is granted.</b></p> |
|--|

Walter R. Dahl, the Chapter 11 Subchapter V Trustee (“Applicant”) for Avinash Singh, the Debtor (“Client”), makes a First and Final Request for the Allowance of Fees and Expenses in this case.

Fees are requested for the period July 11, 2022, through March 9, 2023. Dckt. 122. The court appointed Applicant as subchapter V trustee on July 11, 2022. Dckt. 8. Applicant requests fees in the amount of \$7,059.50 and costs in the amount of \$61.48. Dckt. 122.

## **APPLICABLE LAW**

### **Reasonable Fees**

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

- A. Were the services authorized?
- B. Were the services necessary or beneficial to the administration of the estate at the time they were rendered?
- C. Are the services documented adequately?
- D. Are the required fees reasonable given the factors in 11 U.S.C. § 330(a)(3)?
- E. Did the trustee exercise reasonable billing judgment?

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

### **Lodestar Analysis**

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

### **Reasonable Billing Judgment**

Even if the court finds that the services billed by trustee are “actual,” meaning that the fee application reflects time entries properly charged for services, the trustee must demonstrate still that the work performed was necessary and reasonable. *In re Puget Sound Plywood*, 924 F.2d at 958. Trustee must exercise good billing judgment with regard to the services provided because the court’s authorization to employ trustee to work in a bankruptcy case does not give that trustee “free reign to run up a [professional fees and expenses] tab without considering the maximum probable recovery,” as opposed to a possible recovery. *Id.*; *see also Brosio v. Deutsche Bank Nat’l Tr. Co. (In re Brosio)*, 505 B.R. 903, 913 n.7 (B.A.P. 9th Cir. 2014) (“Billing judgment is mandatory.”). According to the Court of Appeals for the Ninth Circuit, prior to working on a legal matter, the attorney, or other professional as appropriate, is obligated to consider:

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

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

A review of the application shows that Applicant's services for the Estate include asset analysis and recovery, case administration, fee and employment applications, review of relief from stay, and work on the plan and disclosure statements. The court finds the services were beneficial to Client and the Estate and were reasonable.

## **FEES AND COSTS & EXPENSES REQUESTED**

### **Fees**

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

Asset Analysis and Recovery: Applicant spent 1.10 hours in this category. Applicant reviewed schedules, statements, 2020 tax returns and other client documents.

General Case Administration: Applicant spent 8.80 hours in this category. Applicant reviewed emails, reviewed client documents, attended meetings, drafted statements and made court appearances.

Fee and Employment Applications: Applicant spent 3.20 hours in this category. Applicant drafted motion for compensation and made a court appearance.

Plan and Disclosure Statement: Applicant spent 2.60 hours in this category. Applicant reviewed emails, reviewed client documents, and drafted client statements.

Relief from Stay: Applicant spent 0.80 hours in this category. Applicant reviewed motion for relief from stay, electronically filed and served relief from stay.

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



| <b>Names of Professionals and Experience</b> | <b>Time</b> | <b>Hourly Rate</b> | <b>Total Fees Computed Based on Time and Hourly Rate</b> |
|--|-------------|--------------------|--|
| Walter R. Dahl, Attorney                     | 16.1        | \$435.00           | \$7,003.50   |
| Walter R. Dahl, Paralegal Rate               | 0.40        | \$140.00           | <u>\$56.00</u>   |
| <b>Total Fees for Period of Application</b>  |             |                    | \$7,059.50   |

### **Costs & Expenses**

Applicant also seeks the allowance and recovery of costs and expenses in the amount of \$61.48 pursuant to this application.

The costs requested in this Application are,

| <b>Description of Cost</b>                  | <b>Per Item Cost, If Applicable</b> | <b>Cost</b> |
|---|-------------------------------------|-------------|
| Printing                                    | N/A                                 | \$49.00     |
| Postage                                     | N/A                                 | \$12.48     |
| <b>Total Costs Requested in Application</b> |                                     | \$61.48     |

### **FEES AND COSTS & EXPENSES ALLOWED**

#### **Fees**

#### **Hourly Fees**

The court finds that the hourly rates are reasonable and that Applicant effectively used appropriate rates for the services provided. First and Final Fees in the amount of \$7,059.50 are approved pursuant to 11 U.S.C. § 330 and authorized to be paid by the Chapter 7 Trustee from the available funds of the Estate in a manner consistent with the order of distribution in a Chapter 7 case.

#### **Costs & Expenses**

First and Final Costs in the amount of \$61.48 are approved pursuant to 11 U.S.C. § 330 and authorized to be paid by the Chapter 7 Trustee from the available funds of the Estate in a manner consistent with the order of distribution in a Chapter 7 case.

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

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

|                    |            |
|--------------------|------------|
| Fees               | \$7,059.50 |
| Costs and Expenses | \$61.48    |

pursuant to this Application as final fees and costs pursuant to 11 U.S.C. § 330 in this case.

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

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

The Motion for Allowance of Fees and Expenses filed by Walter R. Dahl (“Applicant”), the Chapter 11 Subchapter V Trustee having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that Walter R. Dahl is allowed the following fees and expenses as a professional of the Estate:

Walter R. Dahl, the Chapter 11 Subchapter V Trustee

Fees in the amount of \$7,059.50  
Expenses in the amount of \$61.48,

as the final allowance of fees and expenses pursuant to 11 U.S.C. § 330 as counsel for the Debtor.

**IT IS FURTHER ORDERED** that the Chapter 7 Trustee is authorized to pay 100% of the fees and 100% of the costs allowed by this Order from the available funds of the Estate in a manner consistent with the order of distribution in a Chapter 7 case.