



**UNITED STATES BANKRUPTCY COURT
Eastern District of California**

Chief Judge Fredrick E. Clement
Sacramento Federal Courthouse
501 I Street, 7th Floor
Courtroom 28, Department A
Sacramento, California

DAY: MONDAY
DATE: JUNE 26, 2023
CALENDAR: 10:30 A.M. CHAPTER 7 CASES

Unless otherwise ordered, all matters before Chief Judge Fredrick E. Clement shall be heard simultaneously: (1) **IN PERSON** in Courtroom 28, (2) via **ZOOMGOV VIDEO**, (3) via **ZOOMGOV TELEPHONE**, and (4) via **COURTCALL**.

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PRE-HEARING DISPOSITION INSTRUCTIONS

RULINGS

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

"No Ruling" means the likely disposition of the matter will not be disclosed in advance of the hearing. The matter will be called; parties wishing to be heard should rise and be heard.

"Tentative Ruling" means the likely disposition, and the reasons therefor, are set forth herein. The matter will be called. Aggrieved parties or parties for whom written opposition was not required should rise and be heard. Parties favored by the tentative ruling need not appear. However, non-appearing parties are advised that the court may adopt a ruling other than that set forth herein without further hearing or notice.

"Final Ruling" means that the matter will be resolved in the manner, and for the reasons, indicated below. The matter will not be called; parties and/or counsel need not appear and will not be heard on the matter.

CHANGES TO PREVIOUSLY PUBLISHED RULINGS

On occasion, the court will change its intended ruling on some of the matters to be called and will republish its rulings. The parties and counsel are advised to recheck the posted rulings after 3:00 p.m. on the next business day prior to the hearing. Any such changed ruling will be preceded by the following bold face text: **"[Since posting its original rulings, the court has changed its intended ruling on this matter]"**.

ERRORS IN RULINGS

Clerical errors of an insignificant nature, e.g., nomenclature ("2017 Honda Accord," rather than "2016 Honda Accord"), amounts, ("\$880," not "\$808"), may be corrected in (1) tentative rulings by appearance at the hearing; or (2) final rulings by appropriate ex parte application. Fed. R. Civ. P. 60(a) *incorporated by* Fed. R. Bankr. P. 9024. All other errors, including those occasioned by mistake, inadvertence, surprise, or excusable neglect, must be corrected by noticed motion. Fed. R. Bankr. P. 60(b), *incorporated by* Fed. R. Bankr. P. 9023.

1. [22-22020](#)-A-7 **IN RE: RICHARD SAUER**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: INVOLUNTARY PETITION
8-15-2022 [[1](#)]

RICK MORIN/ATTY. FOR DBT.

No Ruling

2. [22-22020](#)-A-7 **IN RE: RICHARD SAUER**
[DB-1](#)

CONTINUED STATUS CONFERENCE RE: MOTION TO SET TRIAL DATE
10-18-2022 [[23](#)]

RICK MORIN/ATTY. FOR DBT.

No Ruling

3. [22-22020](#)-A-7 **IN RE: RICHARD SAUER**
[DB-3](#)

CONTINUED MOTION TO APPOINT TRUSTEE
4-3-2023 [[78](#)]

RICK MORIN/ATTY. FOR DBT.
JAMIE DREHER/ATTY. FOR MV.

No Ruling

4. [22-22020](#)-A-7 **IN RE: RICHARD SAUER**
[RJM-3](#)

CONTINUED MOTION TO AMEND
4-3-2023 [[73](#)]

RICK MORIN/ATTY. FOR DBT.

No Ruling

5. [23-20921](#)-A-7 **IN RE: ANGELICA LLERENA**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-22-2023 [\[20\]](#)

ANH NGUYEN/ATTY. FOR DBT.
SHERYL ITH/ATTY. FOR MV.
EXETER FINANCE LLC VS.
TRUSTEE NON-OPPOSITION

Final Ruling

Motion: Stay Relief

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted

Order: Civil minute order

Subject: 2019 Jeep Compass

Cause: delinquent installment payments 2 months/\$1,398.16

These minutes constitute the court's findings of fact and conclusions of law required by Fed. R. Civ. P. 52(a), *incorporated* by Fed. R. Bankr. P. 7052, 9014(c). The findings of fact are as set forth above; the conclusions of law are as set forth below.

Exeter Finance, LLC, seeks an order for relief from the automatic stay of 11 U.S.C. § 362(a). The Chapter 8 trustee has filed a non-opposition to the motion.

DEFAULT OF RESPONDENT

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated* by Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

STAY RELIEF

"[A]fter notice and a hearing," the court may terminate, annul, modify or condition the stay: (1) "for cause, including the lack of adequate protection"; or (2) "with respect to a stay of an act against property [of the estate]" if the debtor lacks "equity" in that property and if that "property is not necessary for an effective reorganization." 11 U.S.C. § 362(d); *see also* Fed. R. Bankr. P. 4001(a)(1). The party seeking stay relief bears the burden of proof as to "the debtor's equity in the property" and on the validity and perfection of its security interest, as well as the amount of its debt. 11 U.S.C. § 362(g)(1); *In re Dahlquist*, 34 B.R. 476, 481 (Bankr. S.D. 1983). The party opposing stay relief, e.g.,

the debtor or Chapter 7 trustee, bears the burden of proof on all other issues. 11 U.S.C. § 362(g)(2).

Subsection (d)(1) of § 362 of Title 11 provides for relief from stay for "cause, including the lack of adequate protection of an interest in property of such party." 11 U.S.C. § 362(d)(1). The debtor bears the burden of proof. 11 U.S.C. § 362(g)(2). Adequate protection may consist of a lump sum cash payment or periodic cash payments to the entity entitled to adequate protection "to the extent that the stay . . . results in a decrease in the value of such entity's interest in property." 11 U.S.C. § 361(1). "An undersecured creditor is entitled to adequate protection only for the decline in the [collateral's] value after the bankruptcy filing." See Kathleen P. March, Hon. Alan M. Ahart & Janet A. Shapiro, *California Practice Guide: Bankruptcy* ¶ 8:1065.1 (rev. 2019) (citing *United Sav. Ass'n v. Timbers of Inwood Forest Assocs., Ltd.*, 484 U.S. 365, 370-73 (1988)); see also *In re Weinstein*, 227 BR 284, 296 (9th Cir. BAP 1998) ("Adequate protection is provided to safeguard the creditor against depreciation in the value of its collateral during the reorganization process"); *In re Deico Electronics, Inc.*, 139 BR 945, 947 (9th Cir. BAP 1992) ("Adequate protection payments compensate undersecured creditors for the delay bankruptcy imposes upon the exercise of their state law remedies").

The debtor is obligated to make debt payments to the moving party pursuant to a loan contract that is secured by a security interest in the debtor's vehicle described above. The debtor has defaulted on such loan with the moving party, and postpetition payments are past due. Vehicles depreciate over time and with usage. As a consequence, the moving party's interest in the vehicle is not being adequately protected due to the debtor's ongoing postpetition default.

Cause exists to grant relief under § 362(d)(1). The motion will be granted, and the 14-day stay of Federal Rule of Bankruptcy Procedure 4001(a)(3) will be waived. No other relief will be awarded.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Exeter Finance, LLC's motion for relief from the automatic stay has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the motion,

IT IS ORDERED that the motion is granted. The automatic stay is vacated with respect to the property described in the motion, commonly known as a 2019 Jeep Compass, as to all parties in interest. The 14-day stay of the order under Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived. Any party with standing

may pursue its rights against the property pursuant to applicable non-bankruptcy law.

IT IS FURTHER ORDERED that no other relief is awarded. To the extent that the motion includes any request for attorney's fees or other costs for bringing this motion, the request is denied.

6. [23-20949](#)-A-7 **IN RE: HARVINDER SINGH AND KULDIP KAUR**

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-19-2023 [\[18\]](#)

PAULDEEP BAINS/ATTY. FOR DBT.
KEVIN MORSE/ATTY. FOR MV.
VOLVO FINANCIAL SERVICES VS.

Final Ruling

Motion: Relief from Stay
Disposition: Denied without prejudice
Order: Civil minute order

Volvo Financial Services seeks an order for relief from the automatic stay of 11 U.S.C. § 362(a).

The court will deny the motion without prejudice on grounds of insufficient service of process. A motion for relief from stay is a contested matter requiring service of the motion in the manner provided by Federal Rule of Bankruptcy Procedure 7004. Fed. R. Bankr. P. 4001(a)(1), 9014(b). Under Rule 7004, service on an individual must be made by first class mail addressed to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession." Fed. R. Bankr. P. 7004(b)(1). A debtor in bankruptcy may be served before the case is dismissed or closed "at the address shown in the petition or to such other address as the debtor may designate in a filed writing." Fed. R. Bankr. P. 7004(b)(9).

Here, service of the motion was insufficient.

The court is unable to determine if the motion and supporting papers were served properly on the debtor or any other parties in interest. A certificate of service has not been filed with this motion as required. LBR 9014-1(e).

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Volvo Financial Service's motion for stay relief has been presented to the court. Given the procedural deficiencies discussed by the court in its ruling,
IT IS ORDERED that the motion is denied without prejudice.

7. [22-22563](#)-A-7 **IN RE: ZELDA TROUTMAN**
[BLF-5](#)

MOTION TO SELL AND/OR MOTION TO PAY
6-5-2023 [\[115\]](#)

MARK SHMORGON/ATTY. FOR DBT.
LORIS BAKKEN/ATTY. FOR MV.
DEBTOR DISCHARGED: 3/15/23

Tentative Ruling

Motion: Sell Property

Notice: LBR 9014-1(f)(2); no written opposition required

Disposition: Granted

Order: Prepared by moving party

Property: 2712 Barbera Way, Rancho Cordova, California

Buyer: Jimmy & Rosalee Keomany

Sale Price: \$350,000

Sale Type: Private sale subject to overbid opportunity

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

Chapter 7 trustee, Geoffrey Richards, seeks an order authorizing the sale of the subject property. On June 12, 2023, the trustee filed supplemental pleadings indicating that the net proceeds of the sale would be reduced by \$2,470.00 due to termite damages at the subject property.

Section 363(b)(1) of Title 11 authorizes sales of property of the estate "other than in the ordinary course of business." 11 U.S.C. § 363(b)(1); *see also In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983) (requiring business justification). The moving party is the Chapter 7 trustee and liquidation of property of the estate is a proper purpose. *See* 11 U.S.C. § 704(a)(1). As a result, the court will grant the motion.

The motion also requests the approval of broker compensation.

Section 330(a) of Title 11 authorizes "reasonable compensation for actual, necessary services" rendered by a professional person employed under § 327 and "reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a). Reasonable compensation is determined by considering all relevant factors. *See id.* § 330(a)(3). The court finds that the compensation sought is reasonable and will approve the application.

The stay of the order provided by Federal Rule of Bankruptcy Procedure 6004(h) will be waived.

8. [22-22893](#)-A-7 **IN RE: BRENDA HOLSEY**
[DWE-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-18-2023 [\[17\]](#)

CANDACE BROOKS/ATTY. FOR DBT.
DANE EXNOWSKI/ATTY. FOR MV.
DEBTORS DISCHARGED: 2/21/23
U.S. BANK NATIONAL ASSOCIATION VS.

Tentative Ruling

Motion: Stay Relief

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted in part, denied in part as moot

Order: Civil minute order

Subject: 2019 Micro Minnie 2106DS

Value of Collateral: \$19,900

Aggregate of Liens: \$14,04.30

Discharge: February 21, 2023

Delinquency: 5 payments; \$1,335.90

These minutes constitute the court's findings of fact and conclusions of law required by Fed. R. Civ. P. 52(a), *incorporated* by Fed. R. Bankr. P. 7052, 9014(c). The findings of fact are as set forth above; the conclusions of law are as set forth below.

U.S. Bank National Association seeks relief from the automatic stay of 11 U.S.C. § 362(a). A discharge has been entered in this case on February 21, 2023, and the debtor's stated intention is to surrender the subject vehicle, ECF No. 1.

Kimberly Husted, the Chapter 7 trustee, has filed a notice of assets and caused to be filed a Notice to File Claims. See ECF Nos. 12, 13. However, the trustee has not opposed this motion. LBR 9014-1(f)(1). Nonetheless the court will allow the trustee to appear and oppose the motion at the hearing, if she so desires. If the trustee does not appear and oppose the motion the court will issue the following order.

DEFAULT OF RESPONDENT

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

STAY RELIEF

"[A]fter notice and a hearing," the court may terminate, annul, modify or condition the stay: (1) "for cause, including the lack of adequate protection"; or (2) "with respect to a stay of an act

against property [of the estate]" if the debtor lacks "equity" in that property and if that "property is not necessary for an effective reorganization." 11 U.S.C. § 362(d); see also Fed. R. Bankr. P. 4001(a)(1). The party seeking stay relief bears the burden of proof as to "the debtor's equity in the property" and on the validity and perfection of its security interest, as well as the amount of its debt. 11 U.S.C. § 362(g)(1); *In re Dahlquist*, 34 B.R. 476, 481 (Bankr. S.D. 1983). The party opposing stay relief, e.g., the debtor or Chapter 7 trustee, bears the burden of proof on all other issues. 11 U.S.C. § 362(g)(2).

As to the Debtor

The motion will be denied in part as moot to the extent it seeks stay relief as to the debtor. The stay that protects the debtor terminates at the entry of discharge. 11 U.S.C. § 362(c)(2). In this case, discharge has been entered. As a result, the motion will be denied as moot as to the debtor.

As to the Estate

"[A]fter notice and a hearing," the court may terminate, annual, modify or condition the stay: (1) "for cause, including the lack of adequate protection"; or (2) "with respect to a stay of an act against property [of the estate]" if the debtor lacks "equity" in that property and if that "property is not necessary for an effective reorganization." 11 U.S.C. § 362(d); see also Fed. R. Bankr. P. 4001(a)(1). The party seeking stay relief bears the burden of proof as to "the debtor's equity in the property" and on the validity and perfection of its security interest, as well as the amount of its debt. 11 U.S.C. § 362(g)(1); *In re Dahlquist*, 34 B.R. 476, 481 (Bankr. S.D. 1983). The party opposing stay relief, e.g., the debtor or Chapter 7 trustee, bears the burden of proof on all other issues. 11 U.S.C. § 362(g)(2).

Section 362(d)(2) authorizes stay relief if the debtor lacks equity in the property and the property is not necessary to an effective reorganization. 11 U.S.C. § 362(d)(2). Chapter 7 is a mechanism for liquidation, not reorganization, and, therefore, property of the estate is never necessary for reorganization. *In re Casgul of Nevada, Inc.*, 22 B.R. 65, 66 (B.A.P. 9th Cir. 1982).

In this case, there appears to be equity of approximately \$5,800.00 in the subject property. However, the Chapter 7 trustee has not opposed the motion. As such, the court concludes that the trustee has determined that the vehicle cannot be liquidated in an amount which allows for a net distribution to creditors.

The motion will be granted, and the 14-day stay of Federal Rule of Bankruptcy Procedure 4001(a)(3) will be waived. No other relief will be awarded.

SERVICE

Rule 5 Service

Service of the motion on the debtor and trustee is required in accordance with Rule 7004, as indicated in the certificate of service filed in this matter, ECF No. 23. However, service on the remaining parties is properly accomplished by first class mail under Fed. R. Civ. P. 5. The Certificate of Service in this matter should indicate that service is made on the debtor and trustee pursuant to Fed. R. Bankr. P. 7004 but also indicate service on the other parties under Rule 5. Thus, Parts 6 and 7 are incorrectly completed as service under Rule 5 is not indicated. Here the certificate only indicates service under Fed. R. Bankr. P. 7004. See Certificate of Service, Section 6, 7, ECF No. 23.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

U.S. Bank National Association's motion for relief from the automatic stay has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the motion,

IT IS ORDERED that the motion is granted in part and denied as moot in part. The automatic stay is vacated with respect to the interest of the trustee in the property described in the motion, commonly known as a 2019 Micro Minnie 2106DS. Relief from the automatic stay as to the interest of the debtor in such property is denied as moot given the entry of the discharge in this case. 11 U.S.C. § 362(c) (2) (C).

IT IS FURTHER ORDERED that the 14-day stay of the order under Federal Rule of Bankruptcy Procedure 4001(a) (3) is waived. Any party with standing may pursue its rights against the property pursuant to applicable non-bankruptcy law.

IT IS FURTHER ORDERED that no other relief is awarded. To the extent that the motion includes any request for attorney's fees or other costs for bringing this motion, the request is denied.

9. [22-22896](#)-A-7 **IN RE: K & W KITCHENS, INC.**
[KMT-6](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH U.S. SMALL BUSINESS ADMINISTRATION
5-19-2023 [[63](#)]

GERALD WHITE/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.

Final Ruling

Motion: Approve Compromise of Controversy

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted

Order: Civil minute order

Parties: Chapter 7 Trustee; U.S. Small Business Administration
Agreement: U.S. Small Business Administration claim amount

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

Chapter 7 trustee Kimberly Husted seeks an order approving a settlement and compromise between the bankruptcy estate and the U.S. Small Business Administration.

FACTS

Debtor filed petition on November 8, 2022. Kimberly Husted was appointed the Chapter 7 trustee.

The estate has an interest in the following personal property assets:

a) 2008 Chevy Silverado 1500 4 X 4, Approx 158,500 Miles, Xtra Cab, Vortek Max Engine; (b) Cabinetry, Lumber, Hardware; (c) Ingersol Rand 2 Stage 80 Gallon Air Compressors; (d) 2 Sections 16' Pallet Racking, 2 Sections 16' Cantalever Racking; (e) Wood Sawhorses, Approx 10 PCS; (f) Large Shop Fan; (g) Assorted Paint Sprayers, Approx 3 PCS; (h) Vertical Pole Clamps, Approx 6 PCS; (i) Pallet Jack; (j) Rolling Carts, Approx 4 PCS; (k) Small Hand Tools, Drill Press; (l) Office Equipment, Phones, Display Racks, Laptop Computer, Contents of Showroom; (m) Mini Max ME 20 Edge Bander; (n) LoBo Band Saw; (o) Evans Roto RK Cut Out Machine; (p) EZY-Mier Counter Top/Table Saw; and (q) 2011 Chevrolet 2500 Express Van (located in Texas).

Motion, 2:9-18, ECF No. 63.

Most of the above assets were located in premises leased by the debtor in Dixon, California. Additionally, among the scheduled assets of the bankruptcy estate are various claims the estate may have for the Employment Retention Credit, which is estimated at \$186,600.00. *Id.*, 2:22-24.

The schedules did not identify any liens against the assets and the trustee moved to secure the assets and sell them at auction.

This court has entered orders in motions KMT-2, KMT-3, KMT-4, and KMT-5, which authorized the trustee to: (1) employ an auctioneer; (2) approve her stipulation with the landlord; (3) reject the lease for the Leased Property; and (4) abandon any remaining property located at the Leased Property.

After entry of the above orders, the trustee discovered an undisclosed lien held by the SBA in the amount of approximately \$523,373.29 as of November 8, 2022.

The SBA's lien is against, among other things, all the debtor's:

tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts ... (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code.

Exhibit G, ECF No. 66.

The trustee and the SBA have entered into a Stipulated Agreement that includes the following provisions:

A. Allowance of Secured Claims. Subject to the terms of this Agreement, the SBA shall be allowed a secured claim in the amount of \$523,373.29, plus interest continuing to accrue at the rate of \$51.37 per day as of November 8, 2022. The SBA's lien shall be in the priority and against the assets for which its UCC Financing Statement was filed and shall specifically extend to the Credit.

B. Carve Out and Distribution of Any Proceeds of the SBA's Collateral. In the event any of the SBA's collateral is sold or the proceeds collected by the Trustee, including the Personal Property Assets and the Credit, the SBA consents and agrees that the proceeds shall be distributed as follows (which

represents a carve out to the extent the payment is not on account of a senior lien or any avoided amount by the Trustee):

First, costs of sale and/or collection, including any auction and auctioneer fees and costs; Second, payment of senior liens, if any; and Third, 60% of the proceeds to the SBA and 40% for the benefit of the bankruptcy estate other than the SBA (not to exceed the amount of the SBA's secured claim).

Motion, 3:21-26, 4:1-3, ECF No. 63.

APPROVAL OF COMPROMISE

In determining whether to approve a compromise under Federal Rule of Bankruptcy Procedure 9019, the court determines whether the compromise was negotiated in good faith and whether the party proposing the compromise reasonably believes that the compromise is the best that can be negotiated under the facts. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). More than mere good faith negotiation of a compromise is required. The court must also find that the compromise is fair and equitable. *Id.* "Fair and equitable" involves a consideration of four factors: (i) the probability of success in the litigation; (ii) the difficulties to be encountered in collection; (iii) the complexity of the litigation, and expense, delay and inconvenience necessarily attendant to litigation; and (iv) the paramount interest of creditors and a proper deference to the creditors' expressed wishes, if any. *Id.* The party proposing the compromise bears the burden of persuading the court that the compromise is fair and equitable and should be approved. *Id.*

The movant requests approval of a compromise. The compromise is reflected in the settlement agreement filed concurrently with the motion as Exhibit A, ECF No. 66. Based on the motion and supporting papers, the court finds that the compromise presented for the court's approval is fair and equitable considering the relevant *A & C Properties* factors. The compromise or settlement will be approved.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Kimberly Husted's motion to approve a compromise has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the motion,

IT IS ORDERED that the motion is granted. The court hereby approves the compromise that is reflected in the settlement agreement filed

concurrently with the motion as Exhibit A and filed at docket no. 66.