UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Bankruptcy Judge
Sacramento, California

August 1, 2024 at 10:30 a.m.

1.	**23-20363-E-7** **UST-1**	**MICHAEL/ERIN WILWERDING** **Mikalah Liviakis**	**MOTION FOR DENIAL OF DISCHARGE OF DEBTOR UNDER 11 U.S.C. SECTION 727(A)** **6-17-24 [78]**

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, Debtor's Attorney, Chapter 7 Trustee, creditors and parties in interest, and parties requesting special notice on June 18, 2024. By the court's calculation, 23 days' notice was provided. 28 days' notice is required. FED. R. BANKR. P. 4004(a) (requiring twenty-eight days' notice). By the court's calculation, Objector is 5 days' short of the required notice period.

At the hearing, the court shortened the notice time to the 23 days given in light of the substance of the Motion.

The Motion for Denial of Discharge was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(2) and Federal Rule of Bankruptcy Procedure 4004(a). Debtor, creditors, the Chapter 7 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. No opposition was stated at the hearing.

The Motion for Denial of Discharge is granted as to Debtor Michael Gerrit Wilwerding.

August 1, 2024 Hearing

The court specially set this hearing based on a clerical error in the previous Order, the court failing to sufficiently specify that the denial of the discharge is only effective as to Debtor Michael Gerrit Wilwerding. Order, Docket 87. If a party in interest has no opposition to the court correcting the Civil Minutes and issuing an order denying discharge only as to Debtor Michael Wilwerding, no attendance at the August 1, 2024 hearing is required.

At the hearing, **xxxxxxx**

REVIEW OF THE MOTION

Tracy Hope Davis, the United States Trustee, ("Objector") filed the instant Motion for Denial of Debtor's Discharge on June 17, 2024. Docket 78.

Objector argues that Michael Gerrit Wilwerding ("Debtor") is not entitled to a discharge in the instant bankruptcy case because Debtor previously received a discharge in a Chapter 7 case.

Debtor Michael Garritt Wilwerding filed a Chapter 7 bankruptcy case on October 13, 2017 in the Northern District of California. Case No. 17-10772. Debtor received a discharge on April 25, 2018. Case No. 17-10772, Docket 19.

The instant case was filed under Chapter 13 on February 3, 2023, but then converted to Chapter 7 on March 15, 2024. Docket 59.

11 U.S.C. § 727(a)(8) provides that a court shall not grant a discharge if a debtor has received a discharge in a case filed under chapter 7 or 11 within eight years before the filing date of the instant case. 11 U.S.C. § 727(a)(8).

Here, Debtor Michael Garritt Wilwerding received a discharge under 11 U.S.C. § 727 on April 25, 2018, which is less than eight years preceding the date of the filing of the instant case. Case No. 17-10772, Docket 19. Therefore, pursuant to 11 U.S.C. § 727(a)(8), Debtor Michael Garritt Wilwerding is not eligible for a discharge in the instant case.

Therefore, the Motion is granted. Upon successful completion of the instant case (Case No. 23-202363), the case shall be closed without the entry of a discharge, and Debtor Michael Garritt Wilwerding shall receive no discharge in the instant 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 Denial of Discharge filed by Tracy Hope Davis, the United States Trustee, ("Objector"), having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that Motion for Denial of Discharge is granted as to Debtor Michael Gerrit Wilwerding, and upon successful completion of the instant case, Case No. 23-202363, the case shall be closed without the entry of a discharge only as to Debtor Michael Gerrit Wilwerding.

2. **19-21264-E-7** **NICOLE JONES** **MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH NICOLE HELENA JONES**
ICE-3 **Michael Moore** **6-14-24 [25]**

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, creditors that have filed claims, parties requesting special notice, and Office of the United States Trustee on June 14, 2024. By the court's calculation, 48 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.

Irma Edmonds, the Chapter 7 Trustee, ("Movant") requests that the court approve a compromise and settle competing claims and defenses with the debtor in this case, Nicole Helena Jones ("Debtor," "Settlor"). The claims and disputes to be resolved by the proposed settlement involve a preferential payment made by Debtor prepetition to her friend, Joanne Dizon, in the sum of $2,300. Mot. 2:4-7, Docket 25.

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:

A. Debtor shall pay Trustee $1,800 in full satisfaction of the claim. *Id.* at 2:19-20.

B. Although the $1,800 is $500 short of the full $2,300 preferential payment Debtor made to Ms. Dizon, pursuing litigation for the remaining $500 would not be in the best interests of the Estate. *Id.* at 2: 12-14.

C. Release by the Estate against Ms. Dizon in its entirety as to the preferential payment. *Id.* at 2:21-22.

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. Under the terms of the settlement, all claims of the Estate, including any pre-petition claims of Debtor, are fully and completely settled, with all such claims released.

Probability of Success

Probability of success appears high, but the need to continue litigation is obviated based on the terms of the settlement. Mot. 3:14-23, Docket 25.

Difficulties in Collection

Collection is not an issue and favors settling. Settlor has already paid the $1,800 to Movant. *Id.* at 3:25-4:3.

Expense, Inconvenience, and Delay of Continued Litigation

The law here is not complex, but based on the time it would take to recover the additional $500, it would cost more to pursue litigation than to settle. *Id.* at 4:4-9.

Paramount Interest of Creditors

Trustee argues this factor supports settling as the settlement is fair and reasonable, with Trustee exercising her business judgment in arriving at the settlement. *Id.* at 4:11-17.

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 allows Trustee to recover almost all of the preferential payment while avoiding costly litigation. 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 Irma Edmonds, 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 the debtor in this case, Nicole Helena Jones ("Debtor," "Settlor") is granted, and the respective rights and interests of the parties are settled on the following terms:
>
> A. Debtor shall pay Trustee $1,800 in full satisfaction of the preferential payment claim against Joanne Dizon.
>
> B. Upon receiving the payment of $1,800, Joanne Dizon is granted a release by the Bankruptcy Estate of Nicole Helena Jones in its entirety as to the preferential payment of $2,300.

3. 24-23084-E-7 MICHELE LEWIS MOTION TO COMPEL ABANDONMENT
MOH-1 Michael O'Dowd Hays 7-16-24 [10]

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 Chapter 7 Trustee, all creditors and parties in interest, and Office of the United States Trustee on July 18, 2024. By the court's calculation, 14 days' notice was provided. 14 days' notice is required.

The Motion to Compel Abandonment was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(2). Debtor, creditors, the Chapter 7 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, ----------.

The Motion to Compel Abandonment is granted.

After notice and a hearing, the court may order a trustee to abandon property of the Estate that is burdensome to the Estate or is of inconsequential value and benefit to the Estate. 11 U.S.C. § 554(b). Property in which the Estate has no equity is of inconsequential value and benefit. *Cf. Vu v. Kendall (In re Vu)*, 245 B.R. 644 (B.A.P. 9th Cir. 2000).

The Motion filed by Michele Juliana Lewis ("Debtor") requests the court to order Geoffrey Richards ("the Chapter 7 Trustee") to abandon her business as Debtor has scheduled her interest in the hair salon business as "likely $0.00." Schedule A/B 6:44, Docket 9. Debtor has also claimed all assets related to the business as exempt. Schedule C 8, Docket 9. The business is a Dye Hair Salon, including business supplies and tools, which is owned as a sole proprietorship and operated out of rented property located at 5913 Clark Road in Paradise, Ca ("Property"). The Debtor has yet to file a Schedule D in this case, so the court cannot determine if the Property is encumbered.

The Declaration of Debtor has been filed in support of the Motion. Docket 13. Debtor testifies that no one would pay anything to take over her business as her clients would not be compelled to stay with a new owner or operator. *Id.* at 2:4-10. Therefore, based solely off her supplies and tools, Debtor values

the Property at $800, which she has claimed entirely as exempt pursuant to Cal. Code Civ. P. § 703.140(b)(6). *Id.* at 2:11-13; see Schedule C 8, Docket 9. Debtor has scheduled her interest in the hair salon business sole proprietorship as "likely $0.00." Schedule A/B 6:44, Docket 9.

The court finds that the debt secured by the Property exceeds the value of the Property and that there are negative financial consequences to the Estate caused by retaining the Property. The court determines that the Property is of inconsequential value and benefit to the Estate and orders the Chapter 7 Trustee to abandon the property.

CHAMBERS PREPARED ORDER

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 Compel Abandonment filed by Michele Juliana Lewis ("Debtor") 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 Compel Abandonment is granted, and the Property identified as a Dye Hair Salon, including business supplies and tools, which is owned as a sole proprietorship and operated out of rented property located at 5913 Clark Road in Paradise, Ca ("Property") and listed on Schedule A / B at page 5 line 40 and page 6 line 44 by Debtor is abandoned by the Chapter 7 Trustee, Geoffrey Richards ("Trustee") to Michele Juliana Lewis by this order, with no further act of the Trustee required.

4.	**23-24387-E-7** **NLH-1**	**JERRY HARDEMAN** **Nancy Haley**	**MOTION TO RECONVERT CASE FROM CHAPTER 7 TO CHAPTER 13** **7-12-24 [98]**

Item 7 thru 8

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)(1) Motion—Hearing Required. The court notes that Movant attempted to set this Motion according to Local Bankruptcy Rule 9014-1(f)(1).

Sufficient Notice not Provided. The Proof of Service states that the Motion and supporting pleadings were served on Chapter 7 Trustee all creditors and parties in interest, parties requesting special notice, and Office of the United States Trustee on July 12, 2024. By the court's calculation, 20 days' notice was provided. 35 days' notice is required. FED. R. BANKR. P. 2002(a)(4) (requiring twenty-one-days' notice to appear at hearing and present opposition). Thus, when a party provides notice of a hearing pursuant to Local Bankruptcy Rule 9014-1(f)(1), the other parties in interest must be given 21 days notice of filing the written opposition, which has to be filed at least 14 days before the hearing. This requires that at least 35 days notice of the hearing date must be provided.

At the hearing, **xxxxxxx**

The ~~Motion to Reconvert the Chapter 7 Bankruptcy Case to a Case under Chapter 13 is granted, and the case is converted to one under Chapter 13.~~

Jerry Glenn Hardeman ("Debtor") seeks to convert this case, initially filed under Chapter 13 and subsequently converted to Chapter 7, back to a case under Chapter 13. The Bankruptcy Code authorizes a one-time, near-absolute right of conversion from Chapter 7 to Chapter 13. 11 U.S.C. § 706(a); *see also Marrama v. Citizens Bank of Mass.*, 549 U.S. 365 (2007). However, the availability of this one-time, near-absolute right of conversion requires that "the case has not been converted under section 1112, 1208, or 1307 of this title." 11 U.S.C. § 706(a).

Debtor asserts that the case should be reconverted because Debtor's original Chapter 13 case was converted to a case under Chapter 7 when Debtor was appearing in *pro se* and did not realize his options. Mot. 3:11-22, Docket 98. Debtor filed the original Chapter 13 case on December 7, 2023, to obtain relief from a Special Tax Assessment placed on his property commonly known as 8962 Sedgewick court, Elk Grove, Ca 95624 ("Property") in the amount of $68,280.59 during the 2016-17 tax year. *Id.* at 1:24-27. The

tax was placed on the Property by Ygrene Energy Fund ("Ygrene") in relation to the PACE home improvement loans Ygrene provided to homeowners. *Id.* at 1:26-2:2.

Debtor had a stroke on May 10, 2016, so his recollection is a little fuzzy regarding this time. However, FTC has filed a class action suit against Ygrene who took advantage of elderly people who were already vulnerable in their old age by fraudulently creating contracts and placing the costs of the contracts on their tax bills, without consent or knowledge. *Id.* at 2:14-18. Debtor is a member of the class. When Debtor obtains relief as a member of the class, the tax lien will come off and his mortgage will be reduced from the current $2,399.62 per month to an affordable $1,137 per month. *Id.* at 3:1-6.

Debtor also has a claim against his son and grandson, Dackery Hardeman ("Dackery") and Dakari Hardeman ("Dakari") for committing Fraud and Financial Elder Abuse, among other implicated causes of actions, against both Debtor and his late wife when they forged, or had forged, Betty Hardeman' s signature on a deed and the Notary's book, in order to fraudulently convey Debtor's Property to Dakari Hardeman. *Id.* at 5:1-4. Debtor argues the case should be in Chapter 13 so he can keep his home, achieve relief in the Ygrene class action, and succeed in the adversary against his son and grandson.

DISCUSSION

Here, Debtor's case has been converted previously, pursuant to 11 U.S.C. § 1307(c). That extinguishes Debtor's near-absolute right under 11 U.S.C. § 706(a) to convert a Chapter 7 case "at any time." *Gualtieri v. Goux (In re Goux)*, 65 B.R. 121 (Bankr. E.D.N.Y. 1986); *see* H.R. REP. NO. 595 (1997) ("If the case has already once been converted from chapter 11 or 13 to [C]hapter 7, then the debtor does not have that right [of conversion].")

While there is a sharp divide whether this permits debtors to request reconversion at all, a slight majority of courts have held that debtors may still make such a motion. *Compare In re Johnson*, 116 B.R. 224 (Bankr. D. Idaho 1990) (acknowledging the court's authority to allow reconversion while denying due to failure of debtors to demonstrate facts that would persuade the court to exercise its discretion), *with In re Banks*, 252 B.R. 399, 399 (Bankr. E.D. Mich. 2000) (interpreting 11 U.S.C. § 706(a) as placing a bar on any reconversion). While there is no binding precedent on this matter in this Circuit, previous decisions of this court, as well as of the Bankruptcy Appellate Panel for the Ninth Circuit, show a trend toward adoption of the majority rule: allowing reconversion on a discretionary basis. *In re De La Salle*, No. 10-29678-E-7, 2011 Bankr. LEXIS 5621, at *26 (Bankr. E.D. Cal. Sept. 6, 2011) ("If [debtors] wish to propose a confirmable plan, they may seek to re-convert this case to one under Chapter 13. . ."); *see Gallagher v. Dockery (In re Gallagher)*, No. CC-13-1368-TaKuPa, 2014 Bankr. LEXIS 1037 (B.A.P. 9th Cir. Mar. 17, 2014) (assessing whether a tax refund was rightfully the property of the Chapter 13 or Chapter 7 estate in a case converted to Chapter 7 then subsequently reconverted to Chapter 13).

It remains within the court's discretion, therefore, whether to grant such a reconversion. Generally, a court will grant such a motion absent abuse of bankruptcy law and if the confirmed plan is in accordance with the requirements of 11 U.S.C. § 1325, in particular whether a plan is feasible under 11 U.S.C. § 1325(a)(6). Of great weight in such considerations is any change in circumstance from the initial failed plan that would suggest more likelihood of success now. *In re Johnson*, 116 B.R. at 227.

PLAN FEASIBILITY

Debtor has shown he can make plan payments, especially with help from his two daughters. Keisha and Tamica Hardeman have submitted Declarations with the court showing that they will both contribute $800 each to fund their father's Plan, totaling $1,600. Decls., Exs. 6-7, Docket 100. As the court previously noted, Declarations are to be filed as separate documents and not as exhibits. L.B.R. 9004-2(c), (d). (For this Motion to Reconvert, and Only the Motion to Reconvert, the court waives the separate filing requirement in light of the circumstances.)

Debtor's attorney is asking for an extremely modest amount of fees in prosecuting this case. The Plan proposes monthly payments of $2,010 for 57 months with $8,520 having already been paid through July 2024. Ex. 1 at 9, Docket 100. The court notes that, like with Declarations, a Chapter 13 Plan must also be filed as a separate document. Furthermore, this case being in Chapter 7, it is unclear who has been paid this $8,520 or whether the Debtor is holding the monies to make an initial lump sum plan payment.

The Plan's non-standard provisions provide that the mortgagee, PHH Mortgage Services ("Creditor"), will be treated as a Class 1 creditor, with the added requirement that an order modifying the automatic stay must be obtained. Plan 9:19-20, Docket 100. Debtor will make adequate protection payments of $1,800 per month, pending a consensual loan modification agreement between PHH Mortgage Services and Debtor. Creditor has the right to refuse to enter into a loan modification. If no loan modification is reached, Creditor can move the court *Ex Parte* for relief from stay, which Debtor has the right to oppose. *Id.* at 11:17-28. The Plan seems feasible on its face, Creditor being provided with substantial adequate protection payments pending the loan modification.

The Plan further suggests if a loan modification is agreed upon that does not require curing arrearage, the claim shall be paid under Class 4. However, if a loan modification is agreed upon that requires curing arrearage, the claim will remain in Class 1. *Id.* at 10:14-22. Creditor is currently accounted for in Class 1 of the Plan.

For purposes of the Motion to Reconvert, Debtor has corrected the previous errors by setting this Motion for hearing, providing supporting evidence, and serving interested parties.

At the hearing, **xxxxxxx**

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 Reconvert filed by Jerry Glenn Hardeman ("Debtor") 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 Reconvert the Chapter 7 Bankruptcy Case to a Case under Chapter 13 is granted, and the case is converted to one under Chapter 13.~~

5. 23-24387-E-7 RHS-1 **JERRY HARDEMAN** **CONTINUED STATUS CONFERENCE RE: VOLUNTARY PETITION 12-7-23 [1]**

Debtor's Atty: Nancy Haley

Notes:
Continued from 6/20/24. The court specially setting a hearing on the Motion to Reconvert so it may be conducted in conjunction with this continued Status Conference. At the Status Conference, the Chapter 7 Trustee reported that she has concluded that there would be no assets to distribute to creditors.

The Status Conference is xxxxxxx

JUNE 20, 2024 STATUS CONFERENCE

On June 14, 2024, Debtor Jerry Hardeman filed a Motion to reconvert the Case to one under Chapter 13. Mtn; Dckt. 87. The Motion states with particularity the financial issues arising for the Debtor, his being a Class Member in a Class Action Lawsuit involving Ygrene and the removal of a tax lien from his property pursuant thereto.

Additionally, Debtor is now wanting to prosecute an adversary proceeding relating to the transfer of title to the Debtor's real property. Debtor seeks to do that through a Chapter 13 Plan. The Motion states how the Debtor and family members will fund a 100% Chapter 13 Plan.

Debtor has filed Exhibits (Dckt. 88) in support of the Motion. Attached as Exhibits A.7 and A.8 are the declarations of two of the Debtor's daughters. Declaration are to be filed as separate documents and not as exhibits. L.B.R. 9004-2(c), (d). (For this Motion to Reconvert, and Only the Motion to Reconvert, the court waives the separate filing requirement in light of the circumstances.)

Debtor also provides as Exhibit A.1 the proposed Chapter 13 Plan to be filed and confirmation sought if the Case is reconverted to one under Chapter 13.

In reviewing the Docket, the Debtor has not filed a Notice of Hearing or the Certificate of Service for the Motion to Reconvert and it was not set on the court's June 20, 2024 Calendar. The court has specially set a hearing on the Motion to Reconvert so it may be conducted in conjunction with this Status Conference.

At the Status Conference, the Chapter 7 Trustee reports that she has concluded that there would be no assets to distribute to creditors.

INITIAL STATUS CONFERENCE

Debtor Jerry Hardeman commenced this Case under Chapter 13 in pro se on December 7, 2024. On December 15, 2024, the Chapter 13 Trustee filed a Motion to Dismiss, citing to a number of deficiencies in Debtor prosecuting this case in pro se. Mtn.; Dckt. 25. The hearing on the Motion to Dismiss was scheduled for March 20, 2024.

Facing the hearing on the Motion to Dismiss, on March 18, 2024, Debtor in pro se filed his Notice of Conversion of the Case to one under Chapter 7. Dckt. 36. Kimberly Husted has been appointed as the Chapter 7 Trustee.

In the court's Civil Minutes for the March 20, 2024 hearing, the court addresses the issue of whether Debtor is legally able to prosecute a bankruptcy case, citing to four prior cases (three in *pro se*) which were filed and dismissed since September of 2022. Civ. Min.; Dckt. 44. The court also noted that based on the filings by Debtor, he may have a $300,000+ in homestead exemption value to be protected.

At the March 20, 2024 hearing Debtor appeared at the hearing and a lengthy hearing ensued. Debtor advised the court that he elected to convert his Case to one under Chapter 7 on March 18, 2024. Dckt. 36. The court also discussed with Debtor and a friend who accompanied him to court the need for counsel, especially in light of the substantial homestead exemption. Debtor also identified that there is ongoing State Court litigation over title to the Property, a possible fraudulent conveyance of his late wife's interest, and other matters

The court determined setting a Chapter 7 Status Conference was appropriate under these circumstances.

On April 22, 2024, a Substitution of Attorney (Dckt. 63) in which Nancy Haley, Esq. substituted in as counsel for the Debtor. Counsel Haley is the attorney identified by Debtor as representing him in state court proceedings.

On April 22, 2024, Counsel Haley filed a request to continue the Status Conference. Dckt. 71. In it she provides information regarding the various rights and interests of the Debtor for which she has been contacted by him. This information includes:

1. A fraudulent transfer claim relating to his residence by his late wife while she was actively dying from Metastatic Breast Cancer.

    a. For this claim, the Debtor's plan is to have Counsel Haley commence an adversary proceeding in this court to recover the alleged fraudulent conveyance.

2. Debtor and his residence are the subject of a national lawsuit brought by the Federal Trade Commission against Ygrene Energy Fund, Inc. regarding the defendant's practices in getting elderly persons to sign up for Ygrene's energy products. CD Cal No. 2:22-CV-07864.

    a. There has been a settlement in the FTC v. Ygrene Energy Fund, Inc. action, but Debtor did not appreciate his interest in the settlement because due to some limitations and the information being sent in his mother-in-law's name.

Counsel Haley also notes that Debtor has suffered greatly from this situation and his late wife's passing. Counsel Haley is not a bankruptcy practitioner and has been studying this area of the law, as well as communicating with experienced practitioners about taking over the representation of the Debtor.

The court concluded that a continuance of the May 9, 2024 Status Conference would not

be in the best interests of all parties, as the court wants to provide the key "players" with communication with the court and each other as soon and often as possible given the facts and circumstances concerning the Debtor.

MAY 9, 2024 STATUS CONFERENCE

At the Status Conference a number of points relating to the prosecution of a bankruptcy case were addressed, including other resources available for bankruptcy representation in light of the facts and circumstances.

At the Status Conference, counsel for the Debtor reported that Amended Schedules have been filed. Additionally, she provided a preliminary outline of how the Debtor may elect to proceed in this case under Chapter7. She is continuing to meet with other experienced bankruptcy attorneys about how such cases may be prosecuted. Additional counsel addressed with the court the funding of a Chapter 13 Plan and monies that may be available to fund bankruptcy counsel fees.

The Chapter 7 Status Conference is continued to 10:30 a.m. on June 20, 2024.

6. **23-21899-E-12 WF-15** | **JAKOB/GLADYS WESTSTEYN Daniel Egan** | **MOTION FOR COMPENSATION BY THE LAW OFFICE OF WILKE FLEURY LLP FOR DANIEL L. EGAN, DEBTORS ATTORNEY(S) 7-10-24 [229]**

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, Debtor's Attorney, Chapter 12 Trustee, attorneys of record who have appeared in the case, creditors and parties in interest, parties requesting special notice, and Office of the United States Trustee on July 10, 2024. By the court's calculation, 22 days' notice was provided. 21 days' notice is required. FED. R. BANKR. P. 2002(a)(6) (requiring twenty-one days' notice when requested fees exceed $1,000.00).

The Motion for Allowance of Professional Fees was properly set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(2). Debtor, creditors, the Chapter 12 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, ----------.

The Motion for Allowance of Professional Fees is granted.

Daniel Egan and Jason Eldred of Wilke Fleury LLP, the Attorneys ("Applicant") for Jakob Gerritt Weststeyn and Gladys Yvonne Weststeyn, the Debtor in Possession ("Client," "Debtor in Possession"), makes a Second Interim Request for the Allowance of Fees and Expenses in this case.

Fees are requested for the period February 1, 2024, through June 30, 2024. The order of the court approving employment of Applicant was entered on June 30, 2023. Dckt. 32. Applicant requests fees in the amount of $22,384.50 and costs in the amount of $1,318.51.

APPLICABLE LAW

Reasonable Fees

A bankruptcy court determines whether requested fees are reasonable by examining the circumstances of the attorney'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 attorney 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 an attorney are "actual," meaning that the fee application reflects time entries properly charged for services, the attorney must demonstrate still that the work performed was necessary and reasonable. *In re Puget Sound Plywood*, 924 F.2d at 958. An attorney must exercise good billing judgment with regard to the services provided because the court's authorization to employ an attorney to work in a bankruptcy case does not give that attorney "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, asset analysis and recovery, assisting Debtor in Possession in business operations, preparing the Order confirming the Chapter 12 Plan, and prosecuting claims objections. 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.

General Case Administration: Applicant spent 8 hours in this category. Applicant represented Debtors in connection with administrative aspects of the case , including responding to creditor inquiries and reviewing monthly operating reports. Applicant also conferred with counsel for the Debtors' irrevocable trust regarding litigation pending against both the Debtors and the trust. Finally, Applicant met with the Debtors to advise them regarding their duties under the plan. Mot. 3:23-28, Docket 229.

Asset Analysis and Recovery: Applicant spent 4.2 hours in this category. Applicant represented the Debtors in obtaining the return of funds seized by Wells Fargo Bank pursuant to a prepetition levy by the Franchise Tax Board. Applicant was able to obtain the return of the funds, in the amount of $42,648.32. *Id.* at 4:2-5.

Fee/Employment Applications: Applicant spent 13.8 hours in this category. Applicant prepared and prosecuted its first interim application for approval of fees and costs, and began preparing this application. Applicant also filed a successful motion to retain Janae Holt as tax preparer for the Debtors. *Id.* at 4:7-9.

Business Operations: Applicant spent 1.7 hours in this category. Applicant assisted Debtors in responding to inquiries from Tritec , the installer of a solar array at the Debtor's former dairy. *Id.* at 4:12-13.

Claims Administration and Objections: Applicant spent 16.8 hours in this category. Applicant prosecuted, and ultimately settled, objections to claims by Greg Hawes and GEH Farms. Debtors objected to the claims of Greg Hawes and GEH Farms because these creditors attempted to delay or impede confirmation of a plan of reorganization based on disputed claims. Once the plan was confirmed, Debtors were able to settle the claims. *Id.* at 4:16-20.

Plan and Disclosure Statement: Applicant spent 0.6 hours in this category. Applicant conferred with the Chapter 12 Trustee regarding the order confirming the plan. *Id.* at 4:23-24.

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:

Names of Professionals and Experience	**Time**	**Hourly Rate**	**Total Fees Computed Based on Time and Hourly Rate**
Daniel L. Egan	30.40	$545.00	$16,568.00
Jason G. Eldred	14.60	$395.00	$5,767.00
Steven J. Williamson	0.10	$495.00	$49.50
Total Fees for Period of Application			$22,384.50

Pursuant to prior Interim Fee Applications the court has approved pursuant to 11 U.S.C. § 331 and subject to final review pursuant to 11 U.S.C. § 330.

Application	**Interim Approved Fees**	**Interim Fees Paid**
First Interim	$101,708.50	$101,708.50
Total Interim Fees Approved Pursuant to 11 U.S.C. § 331	$101,708.50	

Costs & Expenses

Applicant also seeks the allowance and recovery of costs and expenses in the amount of $1,318.51pursuant to this application. Pursuant to prior interim applications, the court has allowed costs of $2,070.73.

The costs requested in this Application are,

Description of Cost	**Per Item Cost, If Applicable**	**Cost**
Attorney Services	----------	$249.25
Postage		$212.16
Photocopies		$469.70
Photocopies		$387.40
Total Costs Requested in Application		$1,318.51

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. Second Interim Fees in the amount of $22,384.50 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 in Possession from the available Plan Funds in a manner consistent with the order of distribution under the confirmed Plan.

Costs & Expenses

Second Interim Costs in the amount of $1,318.51 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 in Possession from the available Plan Funds in a manner consistent with the order of distribution under the confirmed Plan.

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

Fees	$22,384.50
Costs and Expenses	$1,318.51

pursuant to this Application as interim fees and costs 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 Daniel Egan and Jason Eldred of Wilke Fleury LLP, the Attorneys ("Applicant") for Jakob Gerritt Weststeyn and Gladys Yvonne Weststeyn, the Debtor in Possession ("Client," "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 Daniel Egan and Jason Eldred of Wilke Fleury LLP is allowed the following fees and expenses as a professional of the Estate:
>
> Daniel Egan and Jason Eldred of Wilke Fleury LLP, Professional employed by Debtor in Possession
>
> | | |
> |---|---|
> | Fees | $22,384.50 |
> | Costs and Expenses | $1,318.51, |
>
> 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.

FINAL RULINGS

7.	**22-20913-E-7** **NBF-3**	**ZACHARIAH DORSETT** **George Burke**	**MOTION FOR COMPENSATION FOR NICHOLE B. FARRIS, CHAPTER 7 TRUSTEE(S)** **6-14-24 [160]**

Final Ruling: No appearance at the August 1, 2024 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, all creditors and parties in interest, parties requesting special notice, and Office of the United States Trustee on June 14, 2024. 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 Trustee 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.

Nikki B. Farris, the Chapter 7 Trustee, ("Applicant") for the Estate of Zachariah Tesfaye Dorsett ("Client"), makes a Request for the Allowance of Fees and Expenses in this case. Fees are requested for the period April 12, 2022, through August 1, 2024. Fees are requested in the amount of $19,632.01 plus costs of $143.60 for a total of $19,775.61. Mot. 1:17-18, Docket 160.

STATUTORY BASIS FOR FEES

11 U.S.C. § 330(a)

> (1) After notice to the parties in interest and the United States Trustee and a hearing, and subject to sections 326, 328, and 329, the court may award to a trustee, a consumer privacy ombudsman appointed under section 332, an examiner, an

ombudsman appointed under section 333, or a professional person employed under section 327 or 1103 —

> (A) reasonable compensation for actual, necessary services rendered by the trustee, examiner, ombudsman, professional person, or attorney and by any paraprofessional person employed by any such person; and
>
> (B) reimbursement for actual, necessary expenses.

In considering the allowance of fees for a trustee, the professional must "demonstrate only that the services were reasonably likely to benefit the estate at the time rendered," not that the services resulted in actual, compensable, material benefits to the estate. *Ferrette & Slatter v. United States Tr. (In re Garcia)*, 335 B.R. 717, 724 (B.A.P. 9th Cir. 2005) (citing *Roberts, Sheridan & Kotel, P.C. v. Bergen Brunswig Drug Co. (In re Mednet)*, 251 B.R. 103, 108 (B.A.P. 9th Cir. 2000)).

In considering the compensation awarded to a bankruptcy trustee, the Bankruptcy Code further provides:

> (7) In determining the amount of reasonable compensation to be awarded to a trustee, the court shall treat such compensation as a commission, based on section 326.

11 U.S.C. § 330(a)(7). The fee percentages set in 11 U.S.C. § 326 expressly states that the percentages are the maximum fees that a trustee may received, and whatever compensation is allowed must be reasonable. 11 U.S.C. § 326(a).

Benefit to the Estate

Even if the court finds that the services billed by a 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. *Unsecured Creditors' Comm. v. Puget Sound Plywood, Inc. (In re Puget Sound Plywood)*, 924 F.2d 955, 958 (9th Cir. 1991). A trustee must exercise good billing judgment with regard to the services provided because the court's authorization to employ a 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 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 opening the case and entering it into the trustee's case management software system, reviewing the petition and related schedules, reviewing mail, reviewing case with the attorney, preparing and conducting the 341 examination of debtors, preparing and filing Forms 1, 2 and 3 as required by the U.S. Trustee for successive annual periods, examining proofs of claims to eliminate duplication and to identify those claims that may be in addition to or in different amounts from claims listed on the debtor's schedules, preparing monthly bank reconciliations and proper accounting of all assets and disbursements made, preparing final accounting and maintaining a proper bond. Decl. 1:20-27, Docket 162. The Estate has generated $83,588.68 to be paid to unsecured creditors, representing a 35.75% payment. *Id.* at 2:10-11. Trustee has generated total disbursements in the amount of $327,640.18. Ex. A 2, Docket 163. The court finds the services were beneficial to Client and the Estate and were reasonable.

FEES REQUESTED

Applicant requests the following fees:

25% of the first $5,000.00	$1,250.00
10% of the next $45,000.00	$4,500.00
5% of the next $950,000.00	$13,882.01
3% of the balance of $0	$0
Total First and Final Fees Requested	$19,632.01

Costs & Expenses

Applicant also seeks the allowance and recovery of costs and expenses in the amount of $143.60 pursuant to this application.

The costs requested in this Application are,

Description of Cost	**Per Item Cost, If Applicable**	**Cost**
Postage	$0.68	$25.44
Postage	$0.68	$14.96
Distribution	----------	$15.20
Copies	$0.25	$88.00
Total Costs Requested in Application		$143.60

FEES & COSTS ALLOWED

The court finds that the requested fees are reasonable pursuant to 11 U.S.C. § 326(a) and that Applicant effectively used appropriate rates for the services provided. First and Final Fees in the amount of $19,632.01 are approved pursuant to 11 U.S.C. § 330 are 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.

First and Final Costs in the amount of $143.60 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.

In this case, the Chapter 7 Trustee's services generated total disbursements in the amount of $327,640.18, as well as $83,588.68 to be paid to unsecured creditors. This case required significant work by the Chapter 7 Trustee, with full amounts permitted under 11 U.S.C. § 326(a), to represent the reasonable and necessary fees allowable as a commission to the Chapter 7 Trustee.

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

Fees	$19,632.01
Costs and Expenses	$143.60

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 Nikki B. Farris, the Chapter 7 Trustee, ("Applicant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,
>
> **IT IS ORDERED** that Nikki B. Farris is allowed the following fees and expenses as trustee of the Estate:
>
> Nikki B. Farris, the Chapter 7 Trustee
>
> Fees in the amount of $19,632.01
> Expenses in the amount of $143.60,
>
> **IT IS FURTHER ORDERED** that the Chapter 7 Trustee is authorized to pay the fees 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.

8. 24-22538-E-11 PLAZA ESTATES LLC
Lewis Phon

CONTINUED ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
6-25-24 [14]

Final Ruling: No appearance at the August 1, 2024 Hearing is required
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The Order to Show Cause was served by the Clerk of the Court on Debtor in Possession and Debtor in Possession's Attorney as stated on the Certificate of Service on June 25, 2024. The court computes that 16 days' notice has been provided.

The court issued an Order to Show Cause based on Debtor's failure to pay the required fees in this case: $1738.00 due on June 11, 2024.

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

August 1, 2024 Hearing

The court continued the hearing from July 11, 2024, after the U.S. Trustee concurred with the continuance of this hearing in light of the Debtor having gotten the missing pleadings filed and counsel for the Debtor having advised the U.S. Trustee that counsel and the Debtor would be appearing at the 341 Meeting on July 11, 2024.

Debtor in Possession filed a Status Conference on July 18, 2024. Debtor in Possession informs the court there was an issue paying the filing fee with the original petition, but Debtor in Possession will remedy the issue. Status Conference Statement 4:7-11, Docket 54.

The court's docket reflects that the default in payment that is the subject of the Order to Show Cause has still now been cured. The filing fee was paid on July 23, 2024.

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, and the case shall proceed in this court.

9.	**24-20265-E-12 RCW-8**	**HARDAVE/SUKHBINDER DULAI Ryan Wood**	**MOTION TO ASSUME LEASE OR EXECUTORY CONTRACT 7-10-24 [138]**

Final Ruling: No appearance at the August 1, 2024 Hearing is required.

Hardave Singh Dulai and Sukhbinder Kaur Dulai ("Debtor in Possession") having filed a Notice of Dismissal, Dckt. 155, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i) and Federal Rules of Bankruptcy Procedure 9014 and 7041, **the Motion to Assume Lease or Executory Contract was dismissed without prejudice, and the matter is removed from the calendar.**