

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Sacramento, California

August 7, 2013 at 10:00 a.m.

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

1. Matters resolved without oral argument:

Unless otherwise stated, the court will prepare a civil minute order on each matter listed. If the moving party wants a more specific order, it should submit a proposed amended order to the court. In the event a party wishes to submit such an Order it needs to be titled "Amended Civil Minute Order".

If the moving party has received a response or is aware of any reason, such as a settlement, that a response may not have been filed, the moving party must contact Nancy Williams, the Courtroom Deputy, at (916) 930-4580 at least one hour prior to the scheduled hearing.

2. The court will not continue any short cause evidentiary hearings scheduled below.
3. If a matter is denied or overruled without prejudice, the moving party may file a new motion or objection to claim with a new docket control number. The moving party may not simply re-notice the original motion.
4. If no disposition is set forth below, the matter will be heard as scheduled.

1.	10-43203-D-7	STEPHEN/DONNA LISTEK	MOTION TO EMPLOY JEFFREY G.
	SLF-2		WINTER AS SPECIAL COUNSEL
			7-10-13 [123]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion to employ Jeffrey G. Winter as special counsel is supported by the record. As such the court will grant the motion to employ Jeffrey G. Winter as special counsel pursuant to the terms set forth in the motion. Moving party is to submit an appropriate order. No appearance is necessary.

2. 13-28508-D-7 SANDRA SWANSON

MOTION TO RECONSIDER ORDER
DENYING DEBTOR'S APPLICATION
FOR WAIVER OF THE CHAPTER 7
FILING FEE
7-9-13 [24]

3. 13-25230-D-7 JACK VALENCIA
GJS-1

MOTION TO AVOID LIEN OF TARGET
NATIONAL BANK
7-3-13 [11]

Final ruling:

This is the debtor's motion to avoid lien of Target National Bank. The motion will be denied because the debtor has not provided sufficient evidence to demonstrate that a valid judicial lien exists and that the debtor is entitled to the exemption claimed. "There are four basic elements of an avoidable lien under 522(f)(1)(A): First, there must be an exemption to which the debtor 'would have been entitled under subsection (b) of this section.' 11 U.S.C. § 522(f). Second, the property must be listed on the debtor's schedules and claimed as exempt. Third, the lien must impair that exemption. *Fourth, the lien must be ... a judicial lien.* 11 U.S.C. § 522(f)(1)." In re Goswami, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003), citing In re Mohring, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992) (emphasis added).

First, since only judicial liens are avoidable under § 522(f)(1)(A), the movant must demonstrate that one actually exists. The debtors' declaration asserts that "On or about 2011 TARGET NATIONAL BANK recorded an Abstract of Judgment Lien in the Sacramento County Recorder's Office in the amount of \$8,043.81." Decl. Jack John Valencia, filed July 3, 2013, DN 13, ¶ 6. Nevertheless, the debtor has not provided a copy of the recorded abstract of judgment. Accordingly, the debtor's assertion that there is a judicial lien is hearsay. Because the debtor has not shown that a judicial lien was recorded in favor of Target National Bank, the debtor does not meet the requirements for avoiding a judicial lien under 11 U.S.C. § 522(f)(1)(A).

Here, the debtor has not provided any evidence showing that the exemption claimed is one to which the debtor "would have been entitled" under 11 U.S.C. § 522(b). When a debtor files for bankruptcy, a bankruptcy estate is created, which includes all of the debtor's legal or equitable interests in property at the commencement of the case. 11 U.S.C. § 541(a). Under 11 U.S.C. § 522(b)(1), a debtor may exempt certain kinds of property from the estate. Under section 522(b)(2), a state may "opt out" of the exemptions provided in section 522(d). California is such an "opt out" state. See generally Cal. Code Civ. P. § 703.130.

Second, the debtor has claimed an exemption in the amount of \$100,000 pursuant to CAL. CODE CIV. PROC. § 704.730(a)(2). The statute, however, is very specific in the criteria necessary to claim the dollar amounts listed. See generally CAL. CODE CIV. PROC. § 704.730(a)(2). Upon refiling this motion, the debtor should be sure to

provide evidence showing that he is entitled to claim the specific homestead exemption amount provided by CAL. CODE CIV. PROC. § 704.730(a)(2). See LBR 9014-1(d)(6) ("Every motion shall be accompanied by evidence establishing its factual allegations and demonstrating that the movant is entitled to the relief requested.").

For the reasons stated, the motion will be denied by minute order. No appearance is necessary.

4. 13-28040-D-7 RACHEL HERRERA
NJ-1

MOTION FOR RELIEF FROM
AUTOMATIC STAY
7-3-13 [14]

PCL PROPERTIES 1, LP VS.

Final ruling:

This matter is resolved without oral argument. This is PCL Properties 1, LP motion for relief from automatic stay. The court records indicate that no timely opposition has been filed. The motion along with the supporting pleadings demonstrate that the debtor's or the estate's only interest in the property is possessory and the property is not necessary for an effective reorganization. Accordingly, the court finds there is cause for granting relief from stay. The court will grant relief from stay and further will waive FRBP 4001(a)(3) by minute order. There will be no further relief afforded. No appearance is necessary.

5. 12-39647-D-7 WILLIAM/CORREENA HANNAH
RR-3

MOTION TO AVOID LIEN OF
DISCOVER BANK
7-5-13 [51]

Final ruling:

This is the debtors' motion to avoid lien of Discover Bank ("Creditor"). The motion will be denied because the moving parties served Creditor by certified mail to the attention of the registered agent for service of process instead of to the attention of solely an officer. Therefore, the moving parties did not serve Creditor in strict compliance with FED. R. BANKR. P. 9014(b) and 7004(h).

Counsel for the debtors should note that FED. R. BANKR. P. 4003(d), which implements the procedure for avoiding a judicial lien, requires a "motion in accordance with Rule 9014." Service on an insured depository institution by certified mail to the attention of an "officer, managing or general agent, or agent for service of process," or similar language, is not sufficient under FED. R. BANKR. P. 7004(h). That particular subdivision of the rule states, in no uncertain terms, that service must be addressed only to the attention of "an officer."

This distinction is important. Under FED. R. BANKR. P. 7004(b)(3), which governs service on a corporation or unincorporated association, provides that service must be addressed "to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process" If service addressed to the agent for service of process were sufficient for service on Creditor, FED. R. BANKR. P. 7004(h) would be rendered superfluous. To be sure, the preamble to FED. R. BANKR. P. 7004(b) begins with the following: "Except as provided in subdivision (h)"

Because the moving parties did not serve Creditor in conformity with FED. R. BANKR. P. 7004(h), the motion will be denied by minute order. No appearance is necessary.

6. 09-29162-D-11 SK FOODS, L.P.
SH-216

MOTION FOR COMPENSATION FOR
BRADLEY D. SHARP, CHAPTER 11
TRUSTEE(S), FEE: \$166,279.00,
EXPENSES: \$16,196.69
7-1-13 [4357]

Tentative ruling:

This is the twelfth interim application for approval of fees and reimbursement of expenses filed by Bradley D. Sharp, Chapter 11 trustee. As this case is not complete, the court is unable to make the various determinations that are necessary under 11 U.S.C. paragraph 330 for final award of compensation. Accordingly, at this time the court will approve an interim award at the percentage that prior fee applications were allowed. This interim award is subject to final approval and the court will consider any and all objection to the interim award at the time the court considers applicant's final fee request. The court will hearing the matter.

7. 12-37665-D-7 ELKE DUFFY
DNL-2

MOTION TO SELL
7-9-13 [24]

8. 11-40980-D-7 MONTE/DONNA SMITH
CAH-22

MOTION FOR COMPENSATION FOR C.
ANTHONY HUGHES, DEBTOR'S
ATTORNEY(S), FEE: \$36,975.00,
EXPENSES: \$0.00.
7-5-13 [328]

Final ruling:

Motion withdrawn by moving party. Matter removed from calendar.

9. 10-30583-D-7 STEVEN LONG
DNL-18

MOTION TO COMPROMISE
CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH DRAGA KATIC IRA
AND/OR WITH IVAN KATIC IRA
7-9-13 [460]

Final ruling:

The matter is resolved without oral argument. There is no timely opposition to the trustee's motion to approve compromise of controversy, and the trustee has demonstrated the compromise is in the best interest of the creditors and the estate. Specifically, the motion demonstrates that when the compromise is put up against the factors enumerated in In re Woodson, 839 F.2d 610 (9th Cir. 1988), the likelihood of success on the merits, the complexity of the litigation, the difficulty in collectability, and the paramount interests of creditors, the compromise should be approved. Accordingly, the motion is granted and the compromise approved. The moving party is to submit an appropriate order. No appearance is necessary.

10. 10-30583-D-7 STEVEN LONG
13-2056 DNL-1
DIDRIKSEN V. MARILYN BOLER IRA

MOTION FOR ENTRY OF DEFAULT
JUDGMENT
6-14-13 [14]

Final ruling:

This is the plaintiff's motion for entry of default judgment against the defendant in this adversary proceeding. No timely opposition has been filed, and the record in this proceeding supports the relief requested. The motion will be granted by minute order, the moving party to submit an appropriate judgment. No appearance is necessary.

11. 10-30583-D-7 STEVEN LONG
13-2057
DIDRIKSEN V. DAVIS ET AL

MOTION FOR ENTRY OF DEFAULT
JUDGMENT
6-12-13 [31]

Final ruling:

This is the plaintiff's motion for entry of default judgments against the five defendants in this adversary proceeding. No timely opposition has been filed, and the record in this proceeding supports the relief requested. Thus, except as to defendant Dave Davis ("Davis"), the court is prepared to grant the motion. The moving party failed to serve Davis in strict compliance with Fed. R. Bankr. P. 7004(b)(1), as required by Fed. R. Bankr. P. 9014(b). The moving party served Davis at a post office box address, whereas the rule requires that service on an individual be made by mailing copies to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession; that is, to a street address, not a post office box address.

As a result of this service defect, the hearing will be continued as to Davis to August 21, 2013, at 10:00 a.m., the moving party to file a notice of continued hearing and serve it, together with the motion and all supporting documents, on Davis no later than August 7, 2013, and to file a proof of service no later than August 9, 2013. The notice of continued hearing shall be a notice pursuant to LBR 9014-1(f)(2) (no written opposition required). As to the remaining defendants, the motion will be granted by minute order, the moving party to submit appropriate judgments. The hearing will be continued by minute order. No appearance is necessary on August 7, 2013.

12. 10-30583-D-7 STEVEN LONG
13-2058
DIDRIKSEN V. LJILJANA UDOVICIC
IRA ET AL

MOTION FOR ENTRY OF DEFAULT
JUDGMENT
6-14-13 [29]

Final ruling:

This is the plaintiff's motion for entry of default judgments against six of the defendants in this adversary proceeding. No timely opposition has been filed, and the record in this proceeding supports the relief requested. The motion will be granted by minute order, the moving party to submit appropriate judgments. No appearance is necessary.

13. 10-30583-D-7 STEVEN LONG
13-2059
DIDRIKSEN V. IVAN KATIC IRA ET
AL

MOTION FOR ENTRY OF DEFAULT
JUDGMENT
6-14-13 [26]

Final ruling:

This is the plaintiff's motion for entry of default judgments against five of the defendants in this adversary proceeding. No timely opposition has been filed, and the record in this proceeding supports the relief requested. The motion will be granted by minute order, the moving party to submit appropriate judgments. No appearance is necessary.

14. 11-22685-D-7 BLUE RIBBON STAIRS, INC.
BCP-3

MOTION FOR RELIEF FROM
AUTOMATIC STAY
7-9-13 [940]

CAPITAL PACIFIC HOLDINGS,
LLC VS.

Final ruling:

This matter is resolved without oral argument. This is Capital Pacific Holdings, LLC's motion seeking relief from automatic stay to pursue available insurance proceeds. The court's records indicate that no timely opposition has been filed. The motion along with the supporting pleadings demonstrate that there is cause for granting limited relief from stay to allow the moving party to proceed with litigation, as is necessary, to collect against available insurance proceeds. Accordingly, the court will grant limited relief from stay to allow the moving party to proceed to judgment against the debtor for the limited purpose of pursuing any available insurance proceeds. There will be no further relief afforded. Moving party is to submit an appropriate order. No appearance is necessary.

15. 12-37895-D-7 PAUL PALFEY
MHK-4

MOTION FOR COMPENSATION BY THE
LAW OFFICE OF MEEGAN, HANSCHU
AND KASSENBRICK FOR ANTHONY
ASEBEDO, TRUSTEE'S ATTORNEY(S),
FEE: \$2,000.00, EXPENSES:
\$52.12
7-9-13 [36]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed. The record establishes, and the court finds, that the fees and costs requested are reasonable compensation for actual, necessary, and beneficial services under Bankruptcy Code § 330(a). As such, the court will grant the motion by minute order. No appearance is necessary.

16. 13-27995-D-7 RON SUTTON'S WINNER'S MOTION FOR RELIEF FROM
MWT-1 CIRCLE, INC. AUTOMATIC STAY
7-8-13 [6]

ANDREW KOSTECKI VS.

Final ruling:

The moving party failed to serve the motion, notice of hearing, and supporting papers on the Chapter 7 trustee and his proposed counsel. As a result the hearing on this motion is continued to September 4, 2013 at 10:00 a.m. to allow the moving party to serve the Chapter 7 trustee and the trustee's proposed attorney, Gregory Hughes, with a notice of continued hearing and all the attendant documents. No appearance is necessary on August 7, 2013.

17. 13-25120-D-7 DIANA LARKINS MOTION FOR RELIEF FROM
CJO-1 AUTOMATIC STAY
7-19-13 [14]

GREENTREE SERVICING, LLC VS.

Final ruling:

The matter is resolved without oral argument. This motion was noticed under LBR 9014-1(f)(2). However, the debtor received her discharge on July 24, 2013 and, as a result, the stay is no longer in effect as to the debtor (see 11 U.S.C. § 362(c)(3)). Accordingly, the motion will be denied as to the debtor as moot. The court finds a hearing is not necessary as to the trustee because the trustee has filed a Report of No Assets and will grant relief from stay as to the trustee and the estate by minute order. There will be no further relief afforded. No appearance is necessary.

18. 11-46032-D-11 CROSS CHECK SERVICES, CONTINUED MOTION TO MODIFY
JGD-11 LLC CHAPTER 11 PLAN
6-18-13 [197]

Tentative ruling:

This is the hearing on the motion to convert or dismiss this chapter 11 case filed by creditor, Timberline Air Services, Inc. ("Timberline"). Timberline requests that the court convert or dismiss the case because there has been a material default by the debtor under the confirmed chapter 11 plan. The debtor opposes the motion, arguing that, due to "unanticipated business issues," it needs to make payments to general, unsecured creditors according to a modified payment schedule. In that regard, the debtor has filed a motion to modify chapter 11 plan, which is item 1 on the 1:00 p.m. calendar. Alternatively, the debtor asks for dismissal if the court grants the motion to convert or dismiss. As detailed below, the debtor's motion to modify the chapter 11 plan will be denied and the court will convert or dismiss the case because there has been a material default under the confirmed plan.

Motion to Modify

This chapter 11 case was filed on November 1, 2011. A plan was confirmed on September 13, 2012. Timberline has received two payments from the debtor since the plan was confirmed: the first on November 6, 2012 (\$19,434.57) and the second on December 27, 2012 (\$10,067.00). See Decl. James Crawford, Dckt. 187, at ¶ 1. The plan did not contemplate any transfer of the debtor's property other than the vesting of property of the estate to the debtor on the effective date of the plan. Moreover, the debtor immediately assumed the business and management of all of the property dealt with by the plan. As there is no disputing that distribution of payments commenced shortly after the plan was confirmed, the court concludes that there has been "substantial consummation" of the plan. See 11 U.S.C. § 1101(2) (defining "substantial consummation").

That the plan has been substantially consummated renders the debtor's motion to modify the chapter 11 plan procedurally defective under 11 U.S.C. § 1127(b). "[T]he reorganized debtor may modify such plan at any time after confirmation of such plan and before substantial consummation of such plan" 11 U.S.C. § 1127(b) (emphasis added). Here, because the court has determined that there has been substantial consummation of the confirmed plan, the debtor is barred from modifying the plan. Cf. 11 U.S.C. § 1127(e) (authorizing modification of a plan before payments have been completed in the case of an individual chapter 11 debtor). Moreover, the debtor has not attempted to comply with the disclosure requirements of 11 U.S.C. § 1125 as required by 11 U.S.C. § 1127(c). These requirements were made clear in paragraph 11 of the plan ("Modification of Plan"), which states that "modification of the Plan shall be in accordance with § 1127 of the Code." Accordingly, the debtor's motion to amend chapter 11 plan is not properly before the court and is denied.

Motion to Convert or Dismiss

"[O]n request of a party in interest, and after notice and a hearing, the court shall convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter, whichever is in the best interests of creditors and the estate, for cause unless the court determines that the appointment under section 1104(a) of a trustee or an examiner is in the best interests of creditors and the estate." 11 U.S.C. § 1112(b)(1). If, however, (1) the court finds and specifically identifies unusual circumstances establishing that converting or dismissing the case is not in the best interests of creditors and the estate; and (2) the debtor establishes that (A) there is a reasonable likelihood a plan will be confirmed within a reasonable time; and (B) there exists a reasonable justification for the debtor's omissions, which will be cured within a reasonable period of time fixed by the court. 11 U.S.C. § 1112(b)(2).

Timberline's basis for this motion is that there has been a material default under the confirmed plan. The debtor concedes that there has in fact been a material default. For purposes of a motion to convert or dismiss, "cause" includes a "material default by the debtor with respect to a confirmed plan." 11 U.S.C. § 1112(b)(4)(N). Here, the confirmed plan expressly defines "material default" as follows:

If Debtor fails to make any payment required under the Plan or to perform any other obligation required under the Plan, the affected creditor may serve upon the Debtor and the Debtor's attorney a written notice of the default. The Debtor is in Material Default under the Plan if the Debtor fails within 21 days of the service of such a notice of default either: (1) to cure the default; or (2) obtain from the Court an extension of

time to cure the default or a determination that no default occurred.

Plan, ¶ 2(I) ("Definition"). The evidence shows and the debtor concedes that there has been a material default under the plan. With respect to Timberline, the debtor made only two payments, and even after Timberline served upon the debtor and its counsel a written notice of default, the debtor did not cure the default or obtain an extension of time to cure the default within the period contemplated under the plan. Accordingly, the court finds cause to convert or dismiss the case.

For the reasons stated, the court will deny the debtor's motion to modify the chapter 11 plan and will grant Timberline's motion to dismiss or convert the case. The court will use the hearing to evaluate the preference, to the extent expressed, of the creditors in this case.

The court will hear the matter.

19.	11-46032-D-11	CROSS CHECK SERVICES,	CONTINUED MOTION FOR OBJECTION
	JGD-13	LLC	TO ENTRY OF ORDER CLOSING CASE
			7-10-13 [210]

Tentative ruling:

As the court finds cause to convert or dismiss the case, this motion for objection to entry of an order closing the case is rendered moot. The parties should refer to the tentative ruling for item 10 on this calendar.

20.	11-46032-D-11	CROSS CHECK SERVICES,	CONTINUED MOTION TO CONVERT
	LR-1	LLC	CASE FROM CHAPTER 11 TO CHAPTER
			7 OR MOTION TO DISMISS CASE
			6-4-13 [185]

Tentative ruling:

This is the hearing on the motion to convert or dismiss this chapter 11 case filed by creditor, Timberline Air Services, Inc. ("Timberline"). Timberline requests that the court convert or dismiss the case because there has been a material default by the debtor under the confirmed chapter 11 plan. The debtor opposes the motion, arguing that, due to "unanticipated business issues," it needs to make payments to general, unsecured creditors according to a modified payment schedule. In that regard, the debtor has filed a motion to modify chapter 11 plan, which is item 1 on the 1:00 p.m. calendar. Alternatively, the debtor asks for dismissal if the court grants the motion to convert or dismiss. As detailed below, the debtor's motion to modify the chapter 11 plan will be denied and the court will convert or dismiss the case because there has been a material default under the confirmed plan.

Motion to Modify

This chapter 11 case was filed on November 1, 2011. A plan was confirmed on September 13, 2012. Timberline has received two payments from the debtor since the plan was confirmed: the first on November 6, 2012 (\$19,434.57) and the second on December 27, 2012 (\$10,067.00). See Decl. James Crawford, Dckt. 187, at ¶ 1. The plan did not contemplate any transfer of the debtor's property other than the vesting of property of the estate to the debtor on the effective date of the plan. Moreover, the debtor immediately assumed the business and management of all of the property dealt with by the plan. As there is no disputing that distribution of payments commenced shortly after the plan was confirmed, the court concludes that there has been "substantial consummation" of the plan. See 11 U.S.C. § 1101(2) (defining "substantial consummation").

That the plan has been substantially consummated renders the debtor's motion to modify the chapter 11 plan procedurally defective under 11 U.S.C. § 1127(b). "[T]he reorganized debtor may modify such plan at any time after confirmation of such plan and before substantial consummation of such plan" 11 U.S.C. § 1127(b) (emphasis added). Here, because the court has determined that there has been substantial consummation of the confirmed plan, the debtor is barred from modifying the plan. Cf. 11 U.S.C. § 1127(e) (authorizing modification of a plan before payments have been completed in the case of an individual chapter 11 debtor). Moreover, the debtor has not attempted to comply with the disclosure requirements of 11 U.S.C. § 1125 as required by 11 U.S.C. § 1127(c). These requirements were made clear in paragraph 11 of the plan ("Modification of Plan"), which states that "modification of the Plan shall be in accordance with § 1127 of the Code." Accordingly, the debtor's motion to amend chapter 11 plan is not properly before the court and is denied.

Motion to Convert or Dismiss

"[O]n request of a party in interest, and after notice and a hearing, the court shall convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter, whichever is in the best interests of creditors and the estate, for cause unless the court determines that the appointment under section 1104(a) of a trustee or an examiner is in the best interests of creditors and the estate." 11 U.S.C. § 1112(b)(1). If, however, (1) the court finds and specifically identifies unusual circumstances establishing that converting or dismissing the case is not in the best interests of creditors and the estate; and (2) the debtor establishes that (A) there is a reasonable likelihood a plan will be confirmed within a reasonable time; and (B) there exists a reasonable justification for the debtor's omissions, which will be cured within a reasonable period of time fixed by the court. 11 U.S.C. § 1112(b)(2).

Timberline's basis for this motion is that there has been a material default under the confirmed plan. The debtor concedes that there has in fact been a material default. For purposes of a motion to convert or dismiss, "cause" includes a "material default by the debtor with respect to a confirmed plan." 11 U.S.C. § 1112(b)(4)(N). Here, the confirmed plan expressly defines "material default" as follows:

If Debtor fails to make any payment required under the Plan or to perform any other obligation required under the Plan, the affected creditor may serve upon the Debtor and the Debtor's attorney a written notice of the default. The Debtor is in Material Default under the Plan if the Debtor fails within 21 days of the service of such a notice of default either: (1) to cure the default; or (2) obtain from the Court an extension of

time to cure the default or a determination that no default occurred.

Plan, ¶ 2(I) ("Definition"). The evidence shows and the debtor concedes that there has been a material default under the plan. With respect to Timberline, the debtor made only two payments, and even after Timberline served upon the debtor and its counsel a written notice of default, the debtor did not cure the default or obtain an extension of time to cure the default within the period contemplated under the plan. Accordingly, the court finds cause to convert or dismiss the case.

For the reasons stated, the court will deny the debtor's motion to modify the chapter 11 plan and will grant Timberline's motion to dismiss or convert the case. The court will use the hearing to evaluate the preference, to the extent expressed, of the creditors in this case.

The court will hear the matter.

21. 09-29162-D-11 SK FOODS, L.P.
SH-213

CONTINUED MOTION TO COMPROMISE
CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH NAGELY, MEREDITH
AND MILLER, INC.
6-26-13 [4309]

Final ruling:

The matter is resolved without oral argument. There is no timely opposition to the trustee's motion to approve compromise of controversy, and the trustee has demonstrated the compromise is in the best interest of the creditors and the estate. Specifically, the motion demonstrates that when the compromise is put up against the factors enumerated in In re Woodson, 839 F.2d 610 (9th Cir. 1988), the likelihood of success on the merits, the complexity of the litigation, the difficulty in collectability, and the paramount interests of creditors, the compromise should be approved. Accordingly, the motion is granted and the compromise approved. The moving party is to submit an appropriate order. No appearance is necessary.

22. 12-36672-D-7 ROBYNN MCCANN

ORDER TO SHOW CAUSE - FAILURE
TO PAY FEES
7-17-13 [75]

Final ruling:

The deficiency has been corrected. As a result the court will issue a minute order discharging the order to show cause and the case will remain open. No appearance is necessary.

23. 10-50398-D-7 CHARLENE YARRIGLE
11-2133
HARRELD ET AL V. YARRIGLE ET
AL

CONTINUED ORDER TO SHOW CAUSE
RE FAILURE TO PROSECUTE
6-6-13 [44]

Final ruling:

The deficiency has been corrected. As a result the court will issue a minute order discharging the order to show cause and the case will remain open. No appearance is necessary.

24. 13-26199-D-7 ANDREW LOPEZ
MBW-1

FIRST FINANCIAL CREDIT UNION
VS.

MOTION FOR RELIEF FROM
AUTOMATIC STAY
7-18-13 [37]