



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, October 9, 2024
Department A - Courtroom #11
Fresno, California

Unless otherwise ordered, all matters before the Honorable Jennifer E. Niemann shall be simultaneously: (1) **In Person** at, Courtroom #11 (Fresno hearings only), (2) via **ZoomGov Video**, (3) via **ZoomGov Telephone**, and (4) via **CourtCall**. You may choose any of these options unless otherwise ordered or stated below.

All parties who wish to appear at a hearing remotely must sign up by 4:00 p.m. **one business day** prior to the hearing. Information regarding how to sign up can be found on the **Remote Appearances** page of our website at <https://www.caeb.uscourts.gov/Calendar/CourtAppearances>. Each party who has signed up will receive a Zoom link or phone number, meeting I.D., and password via e-mail.

If the deadline to sign up has passed, parties who wish to appear remotely must contact the Courtroom Deputy for the Department holding the hearing.

Please also note the following:

- Parties in interest may connect to the video or audio feed free of charge and should select which method they will use to appear when signing up.
- Members of the public and the press appearing by ZoomGov may only listen in to the hearing using the zoom telephone number. Video appearances are not permitted.
- Members of the public and the press may not listen in to trials or evidentiary hearings, though they may appear in person in most instances.

To appear remotely for law and motion or status conference proceedings, you must comply with the following guidelines and procedures:

1. Review the [Pre-Hearing Dispositions](#) prior to appearing at the hearing.
2. Parties appearing via CourtCall are encouraged to review the [CourtCall Appearance Information](#).

If you are appearing by ZoomGov phone or video, please join at least 10 minutes prior to the start of the calendar and wait with your microphone muted until the matter is called.

Unauthorized Recording is Prohibited: Any recording of a court proceeding held by video or teleconference, including "screen shots" or other audio or visual copying of a hearing is prohibited. Violation may result in sanctions, including removal of court-issued media credentials, denial of entry to future hearings, or any other sanctions deemed necessary by the court. For more information on photographing, recording, or broadcasting Judicial Proceedings, please refer to Local Rule 173(a) of the United States District Court for the Eastern District of California.

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

No Ruling: All parties will need to appear at the hearing unless otherwise ordered.

Tentative Ruling: **If a matter has been designated as a tentative ruling it will be called, and all parties will need to appear at the hearing unless otherwise ordered.** The court may continue the hearing on the matter, set a briefing schedule, or enter other orders appropriate for efficient and proper resolution of the matter. The original moving or objecting party shall give notice of the continued hearing date and the deadlines. The minutes of the hearing will be the court's findings and conclusions.

Final Ruling: Unless otherwise ordered, there will be no hearing on these matters. The final disposition of the matter is set forth in the ruling and it will appear in the minutes. The final ruling may or may not finally adjudicate the matter. If it is finally adjudicated, the minutes constitute the court's findings and conclusions.

Orders: Unless the court specifies in the tentative or final ruling that it will issue an order, the prevailing party shall lodge an order within 14 days of the final hearing on the matter.

THE COURT ENDEAVORS TO PUBLISH ITS RULINGS AS SOON AS POSSIBLE. HOWEVER, CALENDAR PREPARATION IS ONGOING AND THESE RULINGS MAY BE REVISED OR UPDATED AT ANY TIME PRIOR TO 4:00 P.M. THE DAY BEFORE THE SCHEDULED HEARINGS. PLEASE CHECK AT THAT TIME FOR POSSIBLE UPDATES.

1. [24-11422](#)-A-12 **IN RE: IGNACIO/CASAMIRA SANCHEZ**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 12 VOLUNTARY PETITION
5-27-2024 [[1](#)]

PETER FEAR/ATTY. FOR DBT.

NO RULING.

2. [24-11422](#)-A-12 **IN RE: IGNACIO/CASAMIRA SANCHEZ**
[FW-10](#)

MOTION TO CONFIRM CHAPTER 12 PLAN
9-4-2024 [[81](#)]

CASAMIRA SANCHEZ/MV
PETER FEAR/ATTY. FOR DBT.
RESPONSIVE PLEADING; STIPULATION

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if the debtors adequately address the court's concerns at the hearing.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The Moving Party shall submit a proposed order after the hearing.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1), and with notice of the date for filing objections to confirmation at least 21 days prior to the deadline as required by Federal Rule of Bankruptcy Procedure 2002(a)(8). Secured creditor Mad Benj Farms, LLC ("Mad Benj") timely filed written opposition on September 13, 2024. Doc. #108. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

Ignacio Sanchez and Casamira Ada Sanchez (together, "Debtors"), the debtors in this chapter 12 case, move the court for an order confirming the Amended Chapter 12 Plan Dated August 20, 2024 (the "Plan"). Doc. #83. Mad Benj filed an objection to confirmation of the Plan on September 13, 2024 based on the Plan failing to provide adequate protection for Mad Benj's secured claim. Doc. #108. However, a stipulation between Debtors and Mad Benj was filed on September 20, 2024 to make changes to the Plan that resolve Mad Benj's objection. Doc. #112. In addition, a stipulation agreement was filed on September 26, 2024 between Debtors and secured creditor Arnold H. Meyerstein, Trustee, Meyerstein Trust Dated June 10, 1993 ("Meyerstein"). Doc. #116. While no objection to the Plan was filed by Meyerstein, Meyerstein indicated he intended to object to the Plan and the stipulation was filed to resolve any potential objection. Id. Finally, a stipulation agreement was filed on October 6, 2024 between Debtors, secured

creditors Alan and Lori Asdoorian ("Asdoorians") and Lilian S. Tsang, chapter 12 trustee ("Trustee"). Doc. #119. While no objection to the Plan was filed by either Asdoorians or Trustee, the stipulated changes to the Plan resolve potential objections. Id.

The requirements for confirmation of a chapter 12 plan are outlined in 11 U.S.C. § 1225(a)-(b). The six requirements of § 1225(a) apply to all plans. The requirements of § 1225(b) only apply when the chapter 12 trustee or the holder of an allowed unsecured claims objects to confirmation. Because the chapter 12 trustee did not object to the Plan and because Mad Benj, Meyerstein and Asdoorians are all secured creditors, § 1225(b) does not apply to this Plan. Therefore, only the § 1225(a) requirements need to be considered to confirm the Plan.

With respect to § 1225(a)(1), the Plan complies with the applicable provisions of chapter 12 and meets the mandatory provisions of 11 U.S.C. § 1222(a). The Plan:

- (1) provides for the submission of all future earning or other future income of Debtors to the supervision and control of Trustee as is necessary for the execution of the Plan as required by § 1222(a)(1);
- (2) provides for the full payment, in deferred cash payments, of all claims entitled to priority under § 507, unless the holder of a particular claim agrees to a different treatment of that claim as required by § 1222(a)(2); and
- (3) provides the same treatment for each claim or interest within a particular class unless the holder of a particular claim or interest agrees to less favorable treatment as required by § 1222(a)(3).

Doc. #81; Decl. of Ignacio Sanchez, Doc. #85. The provisions of § 1222(a)(4) do not apply in this case. With respect to § 1222(a)(5), unsecured claims pursuant to 11 U.S.C. § 1232 are provided for in Class 13 and are treated in the same manner as general unsecured creditors.

With respect to § 1225(a)(2), the requirements have been met pursuant to the Plan. Debtors owed no fees under Chapter 123 of Title 28 of the United States Code and the Plan requires no fees to be paid prior to confirmation. Plan, Doc. #83; Sanchez Decl., Doc. #85.

With respect to § 1225(a)(3), the Plan has been proposed in good faith and has not been proposed by any means forbidden by law. Sanchez Decl., Doc. #85.

With respect to § 1225(a)(4), Debtors assert in their motion to confirm the Plan that the liquidation analysis shows that "general unsecured claims are likely to be paid a greater dividend in this Chapter 12 case than the dividend they would receive in a Chapter 7 liquidation." Motion at 3:8-10, Doc. #81. However, based on the proofs of claims filed in this bankruptcy case and the priority claims projected by Debtors, it appears that priority and unsecured claims will receive less under the Plan than such claims would be paid if Debtors' estate was liquidated under chapter 7 of the Bankruptcy Code as of the effective date of the Plan because neither priority nor general unsecured claims will receive interest under the Plan. See Plan at ¶¶2.12, 2.13, Doc. #83. Because Debtors already have obtained authority to sell one of their real properties and the Plan contemplates the liquidation of other real properties of Debtors, the court recognizes that Class 13 claims may increase by the unsecured claims of a governmental unit against Debtors or the bankruptcy estate as a result of such sales pursuant to 11 U.S.C. § 1232. However, there is no evidence provided by Debtors estimating the amount of such

potential claims, so the court estimates such claims at \$-0- for purposes of the analysis under 11 U.S.C. § 1225(a)(4).

Debtors' liquidation analysis shows there would be \$3,836,026.86 available to pay unsecured claims upon liquidation of Debtors' estate in chapter 7. Ex. A, Doc. #84. Debtors assert that priority claims are likely to be between \$1.5 million and \$2 million instead of the \$542,530.22 as set forth on the liquidation analysis. Sanchez Decl., Doc. #85. If that is the case, then there would be approximately \$2,378,557.08 available to pay allowed unsecured claims if Debtors' estate was liquidated under chapter 7 of the Bankruptcy Code as of the effective date of the Plan.

Neither the Plan nor the pleadings in support of confirmation provide an estimation of the general unsecured claims to be paid in Class 13 of the Plan, so the court has done its own analysis. The deadline to file proofs of claims for non-government entities in Debtors' bankruptcy case was August 5, 2024. Doc. #6. The court has calculated that the amount claimed in the claims filed as general unsecured claims as follows:

Proof of Claim #	Amount per filed Proof of Claim
1	\$15,255.50
2	\$49,054.06
4	\$11,043.00
5	\$6,667.24
7	\$9,903.00
8	\$4,941.75
9 ¹	\$34,467.84
13	\$1,882.61
14	\$4,042.03
15	\$3,504.79
16	\$2,711.70
17	\$3,006.78
18	\$21,875.56
19	\$16,815.32
20	\$234,505.44
21	\$39.78
22	\$1,083.42
Total:	\$420,799.82

Assuming allowed unsecured claims total \$420,799.82 and there would be approximately \$2,378,557.08 available according to Debtors' liquidation analysis, it appears that priority and unsecured claims in Debtors' bankruptcy case would receive interest pursuant to 11 U.S.C. § 726(a)(5) if Debtors' estate was liquidated under chapter 7 of the Bankruptcy Code as of the effective date of the Plan. However, the Plan does not provide for interest on priority claims in Class 12 or allowed unsecured claims in Class 13. Plan at ¶2.13, Doc. #83. Thus, based on the court's analysis, it does not appear that the Plan complies with 11 U.S.C. § 1225(a)(4).

With respect to § 1225(a)(5), the Plan complies with the requirements for treatment of Debtors' secured creditors because: (a) the Plan does not modify

¹ Claim 9 was filed as a priority claim but appears to be a general unsecured claim.

the claims of Classes 10 and 11; (b) for Classes 2, 3, 4, 5, 6, 8 and 9, the Plan provides the holder of a secured claim retains the lien securing the amount of the claim and the value of property to be distributed under the Plan on account of each secured claim is not less than the allowed amount of the respective secured claim as of the effective date of the Plan; and (c) the Plan, as modified by the stipulation with Mad Benj, provides that the collateral will be surrendered to the Class 7 creditor.

With respect to § 1225(a)(6), in order to make the payments to creditors as provided under the Plan, Debtors propose to make monthly plan payments in the amount of \$7,293.22 for the first 11 months of the Plan and \$10,960.33 for the remaining 49 months of the Plan in addition to selling real property and personal property as outlined in Section IV of the Plan. Ex. B, Doc. #84; Sanchez Decl., Doc. #85. However, the court has a few issues regarding feasibility that Debtors should address at the hearing:

- (1) The stipulation entered between Debtors and Mad Benj grants Mad Benj immediate relief from the automatic stay to allow Mad Benj immediate possession of the Kelsey Ranch property, APN 321-070-004 ("Kelsey Ranch") and proceed to exercise Mad Benj's remedies under state law. Doc. #112. However, the Plan provides that Kelsey Ranch will be one of the properties sold with in the first twelve months of the Plan to pay creditors. Plan at ¶4.02, Doc. #83.
 - (a) The claim of the Class 11 creditor, Eastern Tule GSA, is fully secured by Kelsey Ranch. Plan at ¶2.11.1, Doc. #83. While the Plan does not modify the Class 11 claim, the Plan does not indicate whether Eastern Tule GSA's secured claim is senior or junior to the secured claim held by Mad Benj against Kelsey Ranch, and Debtors have not explained how a foreclosure of Kelsey Ranch instead of a sale of Kelsey Ranch impacts the ability of Debtors to pay the Class 11 claim.
 - (b) Debtors have not explained how a foreclosure instead of a sale of Kelsey Ranch impacts the projected sale proceeds that will be available to pay creditors.
- (2) While the Plan provides that Debtors will pay directly any real property taxes for properties that are not sold under the Plan, the expenses in the Plan projections do not include a line item for real property taxes. Ex. B, Doc. #84. It is unclear to the court whether this expense has been adequately provided for in Debtors' Plan projections.

Before the court the court finds that the Plan meets the requirements of 11 U.S.C. § 1225(a)(6), the court requires Debtors to address the issues raised above.

With respect to § 1225(a)(7), there is no evidence as to whether the provisions of § 1225(a)(7) apply in this case. At the hearing, Debtors should be prepared to supplement the record to address whether or not § 1225(a)(7) applies in this case and, if it does, whether the requirements have been met.

Accordingly, subject to Debtors adequately addressing the court's concerns at the hearing with respect to this motion, the court is inclined to confirm the chapter 12 plan as amended by the various stipulations and, if needed, to address the court's concerns.

3. [24-11422](#)-A-12 **IN RE: IGNACIO/CASAMIRA SANCHEZ**
[FW-11](#)

MOTION FOR COMPENSATION FOR IMPOSSIBLE SERVICES GROUP, INC., CONSULTANT(S)
9-11-2024 [\[98\]](#)

IMPOSSIBLE SERVICES GROUP, INC./MV
PETER FEAR/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Impossible Services Group, Inc. dba Chambers Business Solutions ("Movant"), financial consultant for Ignacio Sanchez and Casamira Ada Sanchez (together "Debtors"), requests allowance of interim compensation and reimbursement for expenses for services rendered from June 11, 2024 through July 31, 2024. Doc. #98. Movant provided legal services valued at \$11,919.00, and requests compensation for that amount. Id. Movant incurred expenses in the amount of \$268.00 and requests reimbursement for that amount. Id. Debtors reviewed the application and have no objection. Doc. #102.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 12 case. 11 U.S.C. § 330(a)(1), (4)(B). In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) preparing and filing employment and fee applications; (2) reviewing, analyzing and auditing Debtors' accounting records; (3) preparing and filing monthly operating report; (4) preparing cash collateral budgets; (5) consulting with Debtors regarding accounting processes; (6) addressing various issues regarding Debtors' federal tax obligations and reviewing proof of claim filed by Internal Revenue Service; and (7) general case administration. Exs. A & B, Doc. #100; Decl. of Aaron G. Chambers, Doc. #101. The court finds the compensation and reimbursement sought by Movant to be reasonable, actual, and necessary.

This motion is GRANTED. The court allows interim compensation in the amount of \$11,919.00 and reimbursement for expenses in the amount of \$268.00, for a total combined payment of \$12,187.00 to be paid in a manner consistent with the terms of the confirmed plan. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may draw on any retainer held.

4. [24-11545](#)-A-11 **IN RE: RIDGELINE CAPITAL INVESTMENTS, LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
6-4-2024 [[1](#)]

MICHAEL BERGER/ATTY. FOR DBT.

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

DISPOSITION: Continued to October 16, 2024 at 9:30 a.m.

ORDER: The court will issue an order.

This chapter 11 status conference will be continued to October 16, 2024 at 9:30 a.m. to be heard in connection with the debtor's motion to approve its disclosure statement. Doc. ##98-102, 105-106.

5. [24-11545](#)-A-11 **IN RE: RIDGELINE CAPITAL INVESTMENTS, LLC**
[MJB-4](#)

CONTINUED MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION FOR
COMPENSATION FOR ALLISON JAMES ESTATES AND HOMES, BROKER(S)
7-30-2024 [[49](#)]

RIDGELINE CAPITAL INVESTMENTS, LLC/MV
MICHAEL BERGER/ATTY. FOR DBT.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the motion on September 12, 2024. Doc. #109.

MOTION FOR COMPENSATION FOR ASHBY & GEDDES P.A, DEBTORS ATTORNEY(S)
9-18-2024 [[257](#)]

GREGORY TAYLOR/ATTY. FOR DBT.
PETER SAUER/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The Moving Party shall submit a proposed order after the hearing.

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

Ashby & Geddes P.A. ("Movant"), Delaware bankruptcy counsel for debtor in possession La Hacienda Mobile Estates, LLC ("DIP"), requests allowance of final compensation in the amount of \$26,730.00 and reimbursement for expenses in the amount of \$1,000.31 for services rendered from May 9, 2024 through June 30, 2024. Doc. #257. This is Movant's first and final fee application in this case. DIP has no objection to the fees and expenses requested by Movant. Doc. #262.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) preparing and filing pleadings to initiate DIP's case, including pleadings for first day motions; (2) preparing for and attending hearing on first day motions; (3) preparing and filing employment applications for Movant as well as for lead bankruptcy counsel; (4) preparing documents for and attending Initial Debtor Interview with the United States Trustee; and (5) general case administration. Decl. of Gregory A. Taylor, Doc. #259; Exs. A & B, Doc. #260. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED. The court will allow on a final basis compensation in the amount of \$26,730.00 and reimbursement for expenses in the amount of \$1,000.31, for a total combined payment of \$27,730.31. Movant may draw on any retainer held.

11:00 AM

1. [24-11792](#)-A-7 **IN RE: GUADALUPE CASTELLANOS**

REAFFIRMATION AGREEMENT WITH BALBOA THRIFT & LOAN
9-5-2024 [[14](#)]

JEFFREY ROWE/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

The debtor's counsel will inform the debtor that no appearance is necessary.

Both the reaffirmation agreement and the bankruptcy schedules show that reaffirmation of this debt creates a presumption of undue hardship which has not been rebutted in the reaffirmation agreement. Although the debtor's attorney executed the agreement, no evidence has been presented to the court to indicate how the debtor can afford to make the payment. The debtor claims the monthly payment is included in monthly expenses, but has not provided the court with an amended Schedule J. Therefore, the reaffirmation agreement with Balboa Thrift & Loan is DENIED.

1. [24-12424](#)-A-7 **IN RE: JAIME AGUINIGA**
[ABA-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-12-2024 [[13](#)]

NUVISION FEDERAL CREDIT UNION/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
ALANA ANAYA/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

Notice by mail of this motion was sent September 12, 2024, with a hearing date set for October 9, 2024. The motion was set for hearing on less than 28 days' notice and is governed by Local Rule of Practice ("LBR") 9014-1(f)(2). Pursuant to LBR 9014-1(f)(2), written opposition was not required, and any opposition may be raised at the hearing. However, the notice of hearing filed with the motion (Doc. #14) stated that opposition must be filed and served no later than fourteen days before the hearing and that failure to file written response may result in the court granting the motion prior to the hearing. The notice of hearing does not comply with LBR 9014-1(f)(2).

As a procedural matter, the notice of hearing does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice include the names and addresses of persons who must be served with any opposition.

As a further procedural matter, the notice of hearing also does not comply with LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing.

This is at least the second time that the court has informed counsel for the moving party of these procedural deficiencies in its notice of hearing. See Case No. 24-10637, Doc. #21. The court encourages counsel for the moving party to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRules.aspx>.

2. [24-10543](#)-A-7 **IN RE: MICHAEL RAZO AND ANA APOLONG**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
9-10-2024 [[39](#)]

STEPHEN LABIAK/ATTY. FOR DBT.
\$53.00 FEE PAID 9/12/24

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the nonsufficient funds fee has been paid. The case shall remain pending.

3. [24-12568](#)-A-7 **IN RE: PAUL STANFORD**
[BDB-1](#)

MOTION TO COMPEL ABANDONMENT
9-25-2024 [[14](#)]

PAUL STANFORD/MV
BENNY BARCO/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The Moving Party shall submit a proposed order after the hearing.

This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

Paul Stanford ("Debtor"), the chapter 7 debtor in this case, moves the court to compel the chapter 7 trustee to abandon the business assets, specifically, a laptop, cell phone, two physical dexterity tests and router (collectively, the "Property"), that Debtor uses in his sole proprietorship consulting business. Doc. #14. Debtor asserts that Debtor has no non-exempt equity in the Property and the Property therefore has no value to the bankruptcy estate. Decl. of Paul Stanford, Doc. #16.

11 U.S.C. § 554(b) permits the court, on request of a party in interest and after notice and a hearing, to order the trustee to abandon property that is burdensome to the estate or of inconsequential value and benefit to the estate. Vu v. Kendall (In re Vu), 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). To grant a motion to abandon property, the bankruptcy court must find either that the property is (1) burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. Id. (citing Morgan v. K.C. Mach. & Tool

Co. (In re K.C. Mach. & Tool Co.), 816 F.2d 238, 245 (6th Cir. 1987)). However, "an order compelling abandonment [under § 554(b)] is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset. . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." Id. (quoting K.C. Mach. & Tool Co., 816 F.2d at 246).

Here, Debtor does not allege that the Property is burdensome to the estate. Motion, Doc. #14. Therefore, Debtor must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. The Property is valued at \$1,150.00 and is not encumbered by any lien. Schedule A/B, Doc. #1; Schedule D, Doc. #1. Under California Civil Procedure Code § 704.140, Debtor claims a \$1,150.00 exemption in the Property. Schedule C, Doc. #1; Stanford Decl., Doc. #16. The court finds that Debtor has met his burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED. The order shall specifically identify the property abandoned.

4. [24-12391](#)-A-7 **IN RE: CARLOS GAVIRIA**

MOTION FOR WAIVER OF THE CHAPTER 7 FILING FEE
8-19-2024 [[6](#)]

CARLOS GAVIRIA/MV

NO RULING.