UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Tuesday, October 29, 2024

Unless otherwise ordered, all matters before the Honorable René Lastreto II, shall be simultaneously: (1) **In Person** at, Courtroom #13 (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 or their attorneys 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/attorney 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 and their attorneys who wish to appear remotely must contact the Courtroom Deputy for the Department holding the hearing.

Please also note the following:

- Parties in interest and/or their attorneys 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 who wish to attend by ZoomGov may only listen in to the hearing using the Zoom telephone number. Video participation or observing are not permitted.

- Members of the public and the press may not listen in to trials or evidentiary hearings, though they may attend in person unless otherwise ordered.

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.

Post-Publication Changes: 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 any possible updates.

9:30 AM

1. 20-10809-B-11 **IN RE: STEPHEN SLOAN**
WF-24

MOTION FOR COMPENSATION BY THE LAW OFFICE OF WILKE FLEURY LLP FOR DANIEL L. EGAN, OTHER PROFESSIONAL(S)
10-4-2024 [750]

TERRENCE LONG/MV
PETER FEAR/ATTY. FOR DBT.
DANIEL EGAN/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 will submit a proposed order after hearing.

Daniel Egan ("Egan") on behalf of Wilke Fleury LLP ("Applicant"), counsel for Chapter 11 Plan Administrator Terence J. Long ("Administrator") in the above-styled Chapter 11 case, comes before the court on Applicant's *Third Interim Application for Fees And Expenses Pursuant to 11 U.S.C. § 331*. Doc. #750. The Application requests attorney fees in the amount of **$71,191.00**, plus expenses in the amount of **$3,439.00**. *Id.*

This is the Third Interim Application brought by this Applicant, and it covers services rendered from June 1, 2024, through September 30, 2024. Doc. #754. Included with the Application is a Declaration signed by the Administrator evincing his consent to this fee application. Doc. #753.

Applicant's employment was approved by an order of the court dated October 21, 2022. Doc. #573. This court previously granted Applicant's first interim application on October 18, 2023, awarding Applicant $61,248.50 in fees and $7.05 in costs. Doc. #617. The court granted Applicant's second interim application on July 17, 2024, awarding applicant $70,083.50 in fees and $1,433.03 in costs. Doc. #714.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

This motion was filed and served 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.

The Application is accompanied by: (a) exhibits consisting of a copy of the order approving Applicant's employment, Applicant's invoice, and biographies of Applicant's counsel working on this case, (b) a statement of consent to the fees by the Plan Administrator, and (c) a Declaration from Egan. Docs. ##752-54.

In addition, the motion included a narrative summary of the services provided in this case and a summary of the work performed and the expenses incurred. Doc. #677. The moving papers indicate that Applicant incurred 138.40 hours of legal fees as follows:

Attorneys	**Hourly Rate**	**Hours**	**Total Fees**
Daniel Egan	$545.00	86.4	$47,088.00
Steven Williamson	$495.00	9.0	$4,455.00
Mena M. Arsalai	$445.00	8.8	$3,916.00
Jason G. Eldred	$395.00	32.4	$12,798.00
Sharon R. Brazell	$220.00	2.00	$440.00
Kimberly v. Martinez	$215.00	11.6	$2,494.00
	Total	**150.2**	**$71,191.00**

Docs. #752, #754. Applicant also incurred expenses as follows:

Attorney Services	$152.40
Photocopies 11/21/23 through 03/19/24	$700.10
Photocopies	$1,683.70
Postage	$556.23
Certified Copies	$100.50
Fedex	$25.67
Travel	$220.40
Total	**$3,439.00**

Id. The entry for "Photocopies 11/21/23 through 3/19/24" refers to costs for photocopies inadvertently omitted from the prior fee application. Doc. #750.

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." 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, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3).

The services provided by the Applicant described above and the expenses incurred were fully detailed in the exhibits accompanying the Application and have been reviewed by the court, which finds them to be reasonable, actual, and necessary. The legal work performed

included but was not limited to: asset disposition; administration of the case; fee/employment applications; and other contested matter. *Id.* The court finds these services were actual and necessary to the estate, and the fees are reasonable and consistent with § 326(a).

Accordingly, in the absence of opposition, this motion will be GRANTED. Applicant will be awarded **$71,191.00** in fees and **$3,439.00** in expenses on an interim basis. The Administrator is authorized to pay the allowed fees and expenses from property of the estate as such funds become available.

2. 20-10809-B-11 **IN RE: STEPHEN SLOAN**
WF-25

MOTION FOR COMPENSATION FOR TERENCE J. LONG, OTHER PROFESSIONAL(S)
10-4-2024 [756]

TERRENCE LONG/MV
PETER FEAR/ATTY. FOR DBT.
DANIEL EGAN/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 will submit a proposed order after hearing.

Chapter 11 Plan Administrator Terence J. Long ("Applicant") in the above-styled Chapter 11 case, comes before the court on Applicant's *Third Interim Application for Fees And Expenses Pursuant to 11 U.S.C. § 331*. Doc. #756. The Application requests fees in the amount of **$20,371.75**. *Id.* The Application also requests costs/expenses in the amount of **$59.74**, for a total award of **$20,431.49**. *Id.*

The court confirmed Applicant as the Plan Administrator in this case in an order dated February 2, 2022. Doc. #483. This court previously granted Applicant's first interim application on October 18, 2023, awarding Applicant $38,391.50 in fees and $0.00 in costs. Doc. #618. The court granted Applicant's second interim application on July 17, 2024, awarding Applicant $27,868.75 in fees and $20.77 in costs. Doc. #715.

This is the Third Interim Application brought by Applicant, and it covers services rendered from June 1, 2024, through September 30, 2024. Docs. #756, ##758-59. Included with the Application is a Declaration signed by the Administrator evincing his consent to this fee application. Doc. #758.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

This motion was filed and served 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.

The Application is accompanied by: (a) exhibits containing an invoice dated Jun 3, 2024, and a summary of fees by category and (b) a declaration from the Plan Administrator. Docs. ##758-59.

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by). . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." 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, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3).

The services provided by the Applicant described above and the expenses incurred were fully detailed in the exhibits accompanying the Application and have been reviewed by the court, which finds them to be reasonable, actual, and necessary. The work performed included but was not limited to: administration of the case; asset disposition; fee/employment applications; non-working travel; and claims administration. Doc. #759. The court finds these services were actual and necessary to the estate, and the fees are reasonable and consistent with § 326(a). The expense reimbursement requested is limited to $59.74 in mileage for travel. *Id.*

In the absence of opposition, this motion will be GRANTED. Applicant will be awarded **$20,371.75** in fees and **$59.74** in expenses on an interim basis. The Administrator is authorized to pay the allowed fees and expenses from property of the estate as such funds become available.

3. 24-11015-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
MJB-11

MOTION TO USE CASH COLLATERAL
10-1-2024 [254]

PINNACLE FOODS OF CALIFORNIA LLC/MV
MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

4. 24-11015-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
MJB-9

MOTION FOR COMPENSATION FOR MICHAEL J. BERGER,
DEBTOR'S ATTORNEY(S)
9-27-2024 [248]

MICHAEL BERGER/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.

Michael Jay Berger ("Applicant"), attorney for Pinnacle Foods of California ("Debtor" or "DIP"), requests interim compensation in the sum of **$70,563.22** under 11 U.S.C. §§ 330 and 331. Doc. #248. This amount consists of **$69,453.00** in fees and **$1,110.21** in expenses from April 23, 2024, through September 5, 2024. *Id.* After deduction of the remaining prepetition retainer in the amount of $5,763.50, Applicant seeks authorization for the DIP to pay the remaining balance in the amount of $5,763.50 for a final balance of **$64,799.71**. *Id.* This is Applicant's first fee application. *Id.*

Debtor, through its principal, Imran Damani, executed a statement of consent dated September 24, 2023, indicating that Debtor has read the fee application and approves the same. Doc. #251.

No party in interest timely filed written opposition. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors, the chapter 13 trustee, 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 amounts of damages). *Televideo Sys. Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has responded, and the defaults of all non-responding parties are entered.

On May 3, 2024, the DIP filed an Application to Employ Applicant as general counsel. Doc. #51. The court approved the employment by order dated June 6, 2024, effective April 22, 2024. Doc. #89. The order stated that compensation shall be at the lodestar rate applicable at the time the services are rendered in accordance with the Ninth Circuit decision in *In re Manoa Finance Co.*, 853 F.2d 687 (9th Cir. 1988), and no hourly rate will be approved unless unambiguously so stated in by court order. *Id.*

Applicant now requests fees for 124.20 billable hours of legal services at the following rates, totaling **$68,453.00** in fees:

Professional	Hours Billed	Rate	Fees
Michael Jay Berger	51.00	$645.00	$32,895.00
Sofya Davtyan	31.90	$595.00	$18,980.50
Robert Poteete	31.10	$475.00	$14,772.50
Karine Manvelian	1.00	$275.00	$275.00
Yathida Nipha	9.20	$275.00	$2,530.00
Total Fees	**124.20**		**$69,453.00**

Doc. #252 (*Exhib.1*). Applicant also incurred **$1,110.21** in expenses, mainly in the form of printing and postage costs. Doc. #252 (*Exhib. 2*). These combined fees and expenses total **$70,563.21.**

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." 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, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3). The previous interim compensation awards under 11 U.S.C. § 331 are subject to final review under § 330.

Applicant's services here included, without limitation: asset analysis and recovery; asset disposition; business operations; case administration; claims administration and objections; fee/employment applications; financing; litigation; meeting of creditors; plan and disclosure statement; and relief from stay proceedings. The court finds the services and expenses reasonable, actual, and necessary.

No party in interested has opposed the Application, and this motion will be GRANTED. Applicant will be awarded **$69,453.00** in fees and **$1,110.21** in expenses from April 23, 2024, through September 5, 2024. After deduction of the remaining prepetition retainer in the amount of $5,763.50, Debtor will be authorized to pay Applicant a total of

$64,799.00 on an interim basis pursuant to 11 U.S.C. §§ 330 and 331 for fees and expenses from April 23, 2024, through September 5, 2024.

5. 24-11016-B-11 **IN RE: TYCO GROUP LLC**
MJB-8

MOTION FOR COMPENSATION FOR MICHAEL JAY BERGER, DEBTOR'S ATTORNEY(S)
9-27-2024 [199]

MICHAEL BERGER/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.

Michael Jay Berger ("Applicant"), attorney for Tyco Group LLC ("Debtor" or "DIP"), requests interim compensation in the sum of **$21,201.71** under 11 U.S.C. §§ 330 and 331. Doc. #199. This amount consists of **$20,491.00** in fees and **$710.71** in expenses from April 23, 2024, through September 5, 2024. *Id.* After deduction of the remaining prepetition retainer in the amount of $16,179.00, Applicant seeks authorization for the DIP to pay the remaining balance of **$5,022.71**. *Id.* This is Applicant's first fee application. *Id.*

Debtor, through its principal, Imran Damani, executed a statement of consent dated September 24, 2023, indicating that Debtor has read the fee application and approves the same. Doc. #202.

No party in interest timely filed written opposition. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors, the chapter 13 trustee, 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 amounts of damages). *Televideo Sys. Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a

plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has responded, and the defaults of all non-responding parties are entered.

The court approved Applicant's employment by order dated June 6, 2024, effective April 22, 2024. Doc. #80. The order stated that compensation shall be at the lodestar rate applicable at the time the services are rendered in accordance with the Ninth Circuit decision in *In re Manoa Finance Co.*, 853 F.2d 687 (9th Cir. 1988), and no hourly rate will be approved unless unambiguously so stated in by court order. *Id.*

Applicant now requests fees for 124.20 billable hours of legal services at the following rates, totaling **$20,491.00** in fees:

Professional	Hours Billed	Rate	Fees
Michael Jay Berger	10.50	$645.00	$6,772.50
Sofya Davtyan	18.30	$595.00	$10,888.50
Robert Poteete	3.70	$475.00	$1,757.50
Yathida Nipha	3.90	$275.00	$1,072.50
Total Fees	**36.40**		**$20,491.00**

Doc. #252 (*Exhib.1*). Applicant also incurred **$710.71** in expenses, mainly in the form of printing and postage costs. Doc. #203 (*Exhib. 2*). These combined fees and expenses total **$21,201.71.** *Id.*

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." 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, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3). The previous interim compensation awards under 11 U.S.C. § 331 are subject to final review under § 330.

Applicant's services here included, without limitation: asset disposition; business operations; case administration; claims administration and objections; fee/employment applications; financing; litigation; meeting of creditors; plan and disclosure statement; and relief from stay proceedings. Docs. #199, #203. The court finds the services and expenses reasonable, actual, and necessary.

No party in interested has opposed the Application, and this motion will be GRANTED. Applicant will be awarded **$20,491.00** in fees and **$710.71** in expenses from April 23, 2024, through September 5, 2024. After deduction of the remaining prepetition retainer in the amount of $5,763.50, Debtor will be authorized to pay Applicant a total of

$21,201.71 on an interim basis pursuant to 11 U.S.C. §§ 330 and 331 for fees and expenses from April 23, 2024, through September 5, 2024.

6. 24-11016-B-11 **IN RE: TYCO GROUP LLC**
MJB-9

MOTION TO USE CASH COLLATERAL
10-1-2024 [205]

TYCO GROUP LLC/MV
MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

7. 24-11017-B-11 **IN RE: CALIFORNIA QSR MANAGEMENT, INC.**
MJB-10

MOTION TO USE CASH COLLATERAL
10-1-2024 [206]

CALIFORNIA QSR MANAGEMENT, INC./MV
MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

8. 24-11017-B-11 **IN RE: CALIFORNIA QSR MANAGEMENT, INC.**
MJB-9

MOTION FOR COMPENSATION FOR MICHAEL JAY BERGER, DEBTOR'S ATTORNEY(S)
9-27-2024 [200]

MICHAEL BERGER/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.

Michael Jay Berger ("Applicant"), attorney for Tyco Group LLC ("Debtor" or "DIP"), requests interim compensation in the sum of **$44,130.29** under 11 U.S.C. §§ 330 and 331. Doc. #199. This amount consists of **$40,016.00** in fees and **$4,114,29** in expenses from April 23, 2024, through September 5, 2024. *Id.* After deduction of the remaining prepetition retainer in the amount of $8,656.00, Applicant seeks authorization for the DIP to pay the remaining balance of **$35,474.29**. *Id.* This is Applicant's first fee application. *Id.*

Debtor, through its principal, Imran Damani, executed a statement of consent dated September 24, 2023, indicating that Debtor has read the fee application and approves the same. Doc. #203.

No party in interest timely filed written opposition. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors, the chapter 13 trustee, 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 amounts of damages). *Televideo Sys. Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has responded, and the defaults of all non-responding parties are entered.

The court approved Applicant's employment by order dated June 6, 2024, effective April 22, 2024. Doc. #96. The order stated that compensation shall be at the lodestar rate applicable at the time the services are rendered in accordance with the Ninth Circuit decision in *In re Manoa Finance Co.*, 853 F.2d 687 (9th Cir. 1988), and no hourly rate will be approved unless unambiguously so stated in by court order. *Id.*

Applicant now requests fees for **79.60** billable hours of legal services at the following rates, totaling **$40,016.00.00** in fees:

Professional	**Hours Billed**	**Rate**	**Fees**
Michael Jay Berger	23.70	$645.00	$15,286.50
Sofya Davtyan	22.60	$595.00	$13,447.00
Robert Poteete	14.30	$475.00	$6,792.50
Karine Manvelian	0.80	$275.00	$220.00
Yathida Nipha	8.40	$275.00	$2,310.00
Peter Garza	9.80	$200.00	$1,960.00
Total Fees	**79.60**		**$40,016.00**

Doc. #204 (*Exhib.1*). Applicant also incurred **$4,114.29** in expenses,

mainly in the form of printing and postage costs. Doc. #204 (*Exhib. 2*). These combined fees and expenses total **$44,130.29.** *Id.* After applying the remaining $8,656.00 retainer, the balance outstanding is **$35,474.29.**

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." 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, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3). The previous interim compensation awards under 11 U.S.C. § 331 are subject to final review under § 330.

Applicant's services here included, without limitation: asset analysis and recover; business operations; case administration; claims administration and objections; fee/employment applications; financing; litigation; meeting of creditors; plan and disclosure statement; and relief from stay proceedings. Docs. #200, #204. The court finds the services and expenses reasonable, actual, and necessary.

No party in interested has opposed the Application, and this motion will be GRANTED. Applicant will be awarded **$40,016.00** in fees and **$4,114.29** in expenses from April 23, 2024, through September 5, 2024. After deduction of the remaining prepetition retainer in the amount of $8,656.00, Debtor will be authorized to pay Applicant a total of **$35,474.29** on an interim basis pursuant to 11 U.S.C. §§ 330 and 331 for fees and expenses from April 23, 2024, through September 5, 2024.

9. 23-10224-B-11 **IN RE: WILLIAM MILLER**
JM-2

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-26-2024 [195]

DEERE & COMPANY/MV
PETER FEAR/ATTY. FOR DBT.
JAMES MACLEOD/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Deere & Company ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a JOHN DEERE 5085M Export Tractor, Product ID No. 1LV5085MEGG400225 (the "Equipment"). Doc. #195.

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR").

First, the notice did not contain the language required under Local Rule of Practice ("LBR") 9014-1(d)(3)(B)(i), which provides, "[t]he notice of hearing shall advise potential respondents whether and when written opposition must be filed, the deadline for filing and serving it, and the names and addresses of the persons who must be served with any opposition." Here, Movant failed to list the Sub Chapter V Trustee and the U.S. Trustee as parties to serve.

Second, the notice did not contain the language required under Local Rule of Practice ("LBR") 9014-1(d)(3)(B)(ii), which provides, "[i]f written opposition is required, the notice of hearing shall advise potential respondents that the failure to file timely written opposition may result in the motion being resolved without oral argument and the striking of untimely written opposition."

Therefore, the motion will be DENIED WITHOUT PREJUDICE.

10. 24-12751-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
FRB-1

MOTION TO RESTRICT THE USE OF CASH COLLATERAL, MOTION TO SEGREGATE CASH COLLATERAL, MOTION TO OBTAIN AN ACCOUNTING, MOTION/APPLICATION TO GRANT RELATED RELIEF
10-16-2024 [35]

AMERICAN AGCREDIT, PCA/MV
PETER FEAR/ATTY. FOR DBT.
MICHAEL GOMEZ/ATTY. FOR MV.

NO RULING.

11. 23-10457-B-11 **IN RE: MADERA COMMUNITY HOSPITAL**
FRB-1

CONTINUED MOTION FOR ADMINISTRATIVE EXPENSES
6-20-2024 [1890]

GLC-(CA) MADERA, LLC/MV
RILEY WALTER/ATTY. FOR DBT.
MICHAEL GOMEZ/ATTY. FOR MV.

NO RULING.

12. 23-10457-B-11 **IN RE: MADERA COMMUNITY HOSPITAL**
HRR-2

CONTINUED MOTION TO ASSUME LEASE OR EXECUTORY CONTRACT, AND/OR MOTION TO PAY, MOTION FOR RELATED RELIEF
5-2-2024 [1740]

AMERICAN ADVANCED MANAGEMENT, INC./MV
RILEY WALTER/ATTY. FOR DBT.
HAMID RAFATJOO/ATTY. FOR MV.

NO RULING.

On October 22, 2024, American Advanced Management, Inc. ("AAMI") and Madera Community Hospital ("MCH"), the debtor in this Chapter 11 case, jointly filed a Status Report with the court. Doc. #1065. Included with the Status Report was an appendix advising the court as to the status of the outstanding § 365 motions pending in this bankruptcy.

The parties advise that the following matters are resolved:

a. Siemens Financial Services, Inc.: Omnibus Motion (Doc. #1740, HRR-2); Motion to Reject (Doc. #218, WJH-21); Motion for Allowance and Payment of Administrative Claim (Doc. #1459, BPC-001). All cure payments have purportedly been made and the parties aver that a Stipulation resolving these matters is forthcoming.
b. De Lage Landen, successor by assignment to Flex Financial: Omnibus Motion (Doc. #1740, HRR-2); Motion to Reject (Doc. #343, WJH-45); Civil Minutes granting Motion to Reject (Doc. #739, WJH-45). Between the court's granting of the motion to reject by prior to entry of the order, the parties elected to resume the contract and a Stipulation to that effect was entered on August 7, 2024. Doc. #1977. The parties' position is that the Motion to Reject (Doc. #343) is moot as is effectively withdrawn.
c. GLC (CA) Madera: Motion for Allowance of Administration Claim (Doc. #1890, FRB-1). This matter was resolved by Stipulation (Doc. #1980, HRR-2), and the parties aver that the payment cure has been made, the contract assumed, and the Administrative Claim (Doc. #1890, FRB-1) withdrawn.
d. Beckman Coulter: Omnibus Motion (Doc. #1740, HRR-2); Motion to Reject (Doc. #301, WJH-40); Stipulation to Continue Proceedings and Order (Docs. #1777, #1780, HRR-2). A stipulation resolving these matters was entered on September 16, 2024 (Doc. #2042, HRR-2). All matters pertaining to Beckman Coulter have been continued while cure payments are being made, the last of which is due November 20, 2024.

The following matters are not yet resolved:

a. MEDITECH: Omnibus Motion (Doc. #1740, HRR-2); Stipulation to Continue Proceedings and Order (Docs. #1769, #1771, HRR-2). The parties aver that proposed stipulation resolving these matters is being circulated.
b. Cardinal Health: Omnibus Motion (Doc. #1740, HRR-2); Stipulation to Continue Proceedings and Order (Docs. #1781, #1783, HRR-2). This matter remains unresolved.
c. CareFusion Solutions, LLC: Motion to Reject (Doc. #334, WJH-42); Stipulation to Continue Proceedings and Order (Docs. #1775, #1779, HRR-2). This matter remains unresolved.

This hearing will proceed as scheduled. In light over the averments in the Status Report, it appears that most of the matters before the court are resolved and ripe for final disposition upon submission of appropriate stipulation to the court. Absent objection from the parties, the court is inclined to close the above-matters which have been resolved and remove them from the calendar.

The exceptions appear to be Beckman Coulter, MEDITECH, Cardinal Health, and CareFusion. The court will treat the hearing as a Status Conference as to those matters. If there are any other matters germane to the other contracts outlined above for the court's consideration, counsel for the parties may bring it to the court's attention at the hearing.

13. 23-10457-B-11 **IN RE: MADERA COMMUNITY HOSPITAL**
PSJ-52

OMNIBUS OBJECTION TO CLAIMS
9-13-2024 [2017]

NICHOLAS RUBIN/MV
RILEY WALTER/ATTY. FOR DBT.
PAUL JASPER/ATTY. FOR MV.

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

DISPOSITION: Sustained in part and overruled in part.

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

Nicholas Rubin ("Rubin" or "the Liquidating Trustee"), Liquidating Trustee of the Liquidating Trust in the above-styled Chapter 11 bankruptcy case (the Bankruptcy Case, pursuant to 11 U.S.C. 502, Fed. R. Bankr. Pro. 3007, and Local Bankruptcy Rule ("LBR") 3007-1, objects to the claims against debtor Madera Community Hospital ("Debtor" or "MCH") identified in the **Exhibit 1** attached to the objection. Doc. #2017. Exhibit 1 lists thirteen (13) creditors to whose claims the Liquidating Trustee objects on the grounds that the claims were filed too late and are time-barred. Doc. #2017 *et seq.*

This objection was set for hearing on 44 days' notice as required by Local Rule of Practice ("LBR") 3007-1(b)(1). The failure of the creditors, the debtor, 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 sustaining of the objection. *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 amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a prima facie showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has responded to the objection, and the defaults of all nonresponding parties are entered.

11 U.S.C. § 502(a) states that a claim or interest, evidenced by a proof filed under section 501, is deemed allowed, unless a party in interest objects.

Federal Rule of Bankruptcy Procedure 3001(f) states that a proof of claim executed and filed in accordance with these rules shall constitute *prima facie* evidence of the validity and amount of the claim. If a party objects to a proof of claim, the burden of proof is on the objecting party. *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (B.A.P. 9th Cir. 2000).

This Objection was brought pursuant to this court's August 29, 2024, *Order Approving (A) Procedures for Filing Omnibus Objections to Claims and (B) the Form and Manner of Notice of Omnibus Objection* ("the Omnibus Order"). Doc. #2002. By this Objection, the Liquidating Trustee seeks the disallowance and expungement of all late-filed claims in their entirety. Doc. #2017 *et seq.*

While untimeliness is generally a valid grounds for denying a claim, there is a relevant exception. Under 11 U.S.C. § 1111(a):

> A proof of claim or interest is deemed filed under section 501 of this title for any claim or interest that appears in the schedules filed under section 521(a)(1) or 1106(a)(2) of this title, except a claim or interest that is scheduled as disputed, contingent, or unliquidated.

11 U.S.C. § 1111(a). Accordingly, if a claim was scheduled by the Debtor and is not identified as disputed, contingent, or unliquidated, is allowed regardless of the timeliness of the

claim filing (or at least cannot be disallowed based solely on untimeliness). If the claim is filed for a different amount that what is scheduled, the new claim can be disallowed as untimely, but a claim as scheduled would still be allowed. To disallow such a claim completely, the debtor would have to amend the schedules to reclassify the claim as disputed, thereby stripping the claim of its § 1111(a) protection, with all the notice and hearing requirements such an amendment would entail. *Varela v. Dynamic Brokers, Inc. (In re Dynamic Brokers, Inc.)*, 293 B.R. 489, 497 (B.A.P. 9th Cir. 2003).

The Debtor scheduled claims in his original *Schedule E/F* and in two subsequent amendments. *See* Docs. #136, #282, and #544. There are thirteen (13) creditors identified by the Liquidating Trustee as having late-filed proofs of claim. Doc. #2019 (*Exhib 1*). All thirteen creditors are general unsecured creditors except for Maria C. Avila ("Avila") and National Benefit Services LLC ("NBS"), both of whom have both priority and general unsecured claims. *Id.*

On March 14, 2023, a *Notice of Chapter 11 Case* [Docket No. 49] (the "Notice of Bar Date") was filed and served, establishing July 17, 2023, as the deadline for all non-governmental units to file proofs of claim (the "Initial Bar Date") and September 6, 2023, as the deadline for all governmental units (as defined in section 101(27) of the Bankruptcy Code) to file proofs of claim (the "Government Bar Date"). Doc. #2017. *See also* Doc. #49.

The affected creditors subject to this Objection filed proofs of claim after the deadline and are subject to disallowance *unless* a claim was scheduled by the Debtor as disputed, contingent, or unliquidated and the creditor's late filed claim did not assert a different claim amount than what was scheduled. All the creditors identified by the omnibus objection filed claims after July 17, 2023, though the court notes that Avila was only one day late and NBS was only two days late. Doc. #2019 (*Exhib. 1*). With that in mind, the creditors subject to this objection are:

Name	Claim #	D/C/U Status	Scheduled Amount	POC Amount
Abigail Ramirez	313-1	**No (Doc. #136)**	$3,569.50	$3,599.46
Bill Walton	321-1	Not Scheduled	Not Scheduled	$1,794,443.00
California EMSA	334-1	Not Scheduled	Not Scheduled	$1,086,423.27
E3 Diagnostics	347-1	Not Scheduled	Not Scheduled	$769.68
Fedex	322-1	Not Scheduled	Not Scheduled	$1,467.85
Healthsource HR	346-1	Not Scheduled	Not Scheduled	$103,590.22
Hospice of Humbolt	311-1	Not Scheduled	Not Scheduled	$8,990.00
KCI USA	314-1	**No (Doc. #136)**	$3,921.02	$5,133.36
Maria Avila	308-1	**No (Doc. #136)**	$7,512.38	$7,792.40
NBS LLC	309-1	Not Scheduled	Not Scheduled	$$2,750.00

Pitney Bowes	323-1	**No (Doc. #136)**	$0.00	$5,318.57
Precheck, Inc.	351-1	**No (Doc. #136)**	$5,808.88	$6,626.00
United Rentals	333-1	**No (Doc. #136)**	$10,472.99	$10,472.99

Applying the law of *Varela* to these claims, the court finds as follows:

First, the claims of Abigail Ramirez, KCI USA, Maria Avila, Pitney Bowles, Precheck, Inc., and United Rentals were scheduled by Debtor as not being disputed, contingent, or unliquidated. All those entities later filed untimely proofs of claim for amounts purportedly owed which were higher than what Debtor scheduled except for United Rentals, which listed the same amount. Because the claims were originally deemed allowed by operation of § 1111(a), those claims will be allowed in the amounts originally scheduled by Debtor. The claims are disallowed to the extent that the untimely proofs of claim seek to recover more than should be allowed pursuant to the schedules.

Second, the remaining claims which were not scheduled at all will be disallowed completely, as it was the creditor's responsibility to timely file a proof of claim that would have otherwise taken precedence over the Debtor's tacit assertion that no debt was owed at all.

Based on the foregoing analysis, the court finds that this motion should be SUSTAINED in part and OVERRULED in part.

14. 23-10457-B-11 **IN RE: MADERA COMMUNITY HOSPITAL**
PSJ-53

OMNIBUS OBJECTION TO CLAIMS
9-13-2024 [2021]

NICHOLAS RUBIN/MV
RILEY WALTER/ATTY. FOR DBT.
PAUL JASPER/ATTY. FOR MV.

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

DISPOSITION: Sustained.

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

Nicholas Rubin ("Rubin" or "the Liquidating Trustee"), Liquidating Trustee of the Liquidating Trust in the above-styled Chapter 11 bankruptcy case (the Bankruptcy Case, pursuant to 11 U.S.C. 502, Fed. R. Bankr. Pro. 3007, and Local Bankruptcy Rule ("LBR") 3007-1, objects to the claims against debtor Madera Community Hospital ("Debtor" or "MCH") identified in the **Exhibit 1** attached to the objection. Doc.

#2017. Exhibit 1 lists eight (8) creditors to whose claims the Liquidating Trustee objects on the grounds that the claims are duplicative of earlier-filed claims. Doc. #2021 *et seq.*

This objection was set for hearing on 44 days' notice as required by Local Rule of Practice ("LBR") 3007-1(b)(1). The failure of the creditors, the debtor, 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 sustaining of the objection. *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 amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a prima facie showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has responded to the objection, and the defaults of all nonresponding parties are entered.

11 U.S.C. § 502(a) states that a claim or interest, evidenced by a proof filed under section 501, is deemed allowed, unless a party in interest objects.

Federal Rule of Bankruptcy Procedure 3001(f) states that a proof of claim executed and filed in accordance with these rules shall constitute *prima facie* evidence of the validity and amount of the claim. If a party objects to a proof of claim, the burden of proof is on the objecting party. *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (B.A.P. 9th Cir. 2000).

This Objection was brought pursuant to this court's August 29, 2024, *Order Approving (A) Procedures for Filing Omnibus Objections to Claims and (B) the Form and Manner of Notice of Omnibus Objection* ("the Omnibus Order"). Doc. #2002. By this Objection, the Liquidating Trustee seeks the disallowance and expungement of all duplicative claims in their entirety. Doc. #2021 *et seq.*

It is axiomatic that a creditor may file ***a*** proof of claim but cannot file multiple proofs of claim seeking recovery for the same debt. 11 U.S.C.S. § 501(a).

Here, Debtor has identified eight (8) creditors who have each filed two proofs of claim at separate times for the same amounts. Doc. #2023 (*Exhib. 2*). The court has reviewed the proofs of claim and, as to all creditors but one, it appears that the later-filed proof of claim is identical to the earlier one. *See* Claims Register, generally. The one

exception arises with the two proofs of claim filed by Christina Her. POC #27-1 and #130-1.

First, the original proof of claim erroneously says that the amount of Her's claim is $0.00, but elsewhere, it states that she asserts a priority claim for $1,777.60, while the $0.00 refers to her general unsecured claim. POC #27-1. The Debtor and the court both interpret POC #27-1 to raise a claim for $1,777.60.

Second, the two proofs of claim are not entirely duplicative, as Her's later filed proof of claim asserts a claim for $1,777.48, which is $0.12 less than the earlier claim. POC #130-1. As this is a nominal sum and sustaining the Objection as to Her's later-filed claim gives the benefit of the missing twelve cents to the creditor, the court will overlook the discrepancy.

It appears to the court that all eight (8) claims listed in Exhibit 1 accompanying the Objection represent duplicated claims. No party in interest has objected. This Objection will be SUSTAINED, and the following proofs of claim will be disallowed as duplicative:

1. Christina Her, POC #130-1.
2. Debra B. Miller, POC #211-1.
3. DVA Healthcare Renal Care, Inc., POC 261-1.
4. Erika Almanza, POC #193-1.
5. Jasmine L. Campos, POC #212-1.
6. Medical Information Technology, Inc., POC #229-1.
7. Nina Rios, POC #181-1.
8. Rebecca A. Clark, POC #106-1.

15. 23-10457-B-11 **IN RE: MADERA COMMUNITY HOSPITAL**
PSJ-54

OMNIBUS OBJECTION TO CLAIMS
9-13-2024 [2025]

NICHOLAS RUBIN/MV
RILEY WALTER/ATTY. FOR DBT.
PAUL JASPER/ATTY. FOR MV.

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

DISPOSITION: Sustained.

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

Nicholas Rubin ("Rubin" or "the Liquidating Trustee"), Liquidating Trustee of the Liquidating Trust in the above-styled Chapter 11 bankruptcy case (the Bankruptcy Case, pursuant to 11 U.S.C. 502, Fed. R. Bankr. Pro. 3007, and Local Bankruptcy Rule ("LBR") 3007-1, objects

to the claims against debtor Madera Community Hospital ("Debtor" or "MCH") identified in the **Exhibit 1** attached to the objection. Doc. #2025. Exhibit 1 lists twenty-five (25) creditors to whose claims the Liquidating Trustee objects on the grounds that the claims were subsequently amended by the relevant creditors and thus the earlier iteration(s) of those proofs of claim should be disallowed. Doc. #2025 *et seq.*

This objection was set for hearing on 44 days' notice as required by Local Rule of Practice ("LBR") 3007-1(b)(1). The failure of the creditors, the debtor, 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 sustaining of the objection. *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 amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a prima facie showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has responded to the objection, and the defaults of all nonresponding parties are entered.

11 U.S.C. § 502(a) states that a claim or interest, evidenced by a proof filed under section 501, is deemed allowed, unless a party in interest objects.

Federal Rule of Bankruptcy Procedure 3001(f) states that a proof of claim executed and filed in accordance with these rules shall constitute *prima facie* evidence of the validity and amount of the claim. If a party objects to a proof of claim, the burden of proof is on the objecting party. *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (B.A.P. 9th Cir. 2000).

This Objection was brought pursuant to this court's August 29, 2024, *Order Approving (A) Procedures for Filing Omnibus Objections to Claims and (B) the Form and Manner of Notice of Omnibus Objection* ("the Omnibus Order"). Doc. #2002. By this Objection, the Liquidating Trustee seeks the disallowance and expungement of all earlier iterations of claims that were subsequently amended by the relevant creditors. Doc. #2025 *et seq.*

It is axiomatic that a creditor may file ***a*** proof of claim but cannot file multiple proofs of claim seeking recovery for the same debt. 11 U.S.C.S. § 501(a). Rule 3007 governs objections to proofs of claim, and Rule 3007(d)(3) specifically contemplates objections in the

context of omnibus objections to claims that "have been amended by subsequently filed proofs of claim." Fed. R. Bankr. Pro. 3007(d)(3).

Here, Debtor has identified twenty-five (25) creditors who have each filed a proof of claim which was subsequently amended. Doc. #2027 (*Exhib. 1*). In the moving papers, Debtor indicates that there are only twenty-four affected creditors, but it appears that Debtor miscounted due to a labeling error arising from Creditor Jessie M. Garcia amending his claim by the filing of a new proof of claim. *Id.; Compare POC #185-1 with POC #310-1.*

No party in interest has objected. This Objection will be SUSTAINED, and the following proofs of claim will be disallowed on the grounds that they were amended by subsequently filed proofs of claim:

1. Beth A. Bennett, POC #214-1.
2. Beth A. Bennett, POC #214-2.
3. California Physicians Service, POC #43-1.
4. Christopher Hurst*, POC #315-1. Debtor notes that this Proof of Claim is also subject to a separate objection.
5. Comcast Cable Communications Management, LLC, POC #272-1.
6. CRG Financial LLC, POC #57-1.
7. CRG Financial LLC, POC #87-1.
8. CRG Financial LLC, POC #249-1.
9. De Lage Landen Financial Services, Inc., POC #10-1.
10. Department of Treasury – IRS, POC #33-1.
11. Hillary Hill Rudesil, POC #201-1.
12. Jaimi Kilcrease, POC #109-1.
13. Jaimi Kilcrease, POC #109-2.
14. Jessie M. Garcia, POC #185-1.
15. Justin Romeri, POC #97-1.
16. Kanwai Singh MD, POC #88-1.
17. Karen Grace Paolinelli, POC #268-1.
18. Karen Grace Paolinelli, POC #268-2.
19. Kyle Anthony Moore, POC #283-1.
20. Leasing Associates of Barrington, Inc., POC #210-1.
21. Mario Rodriguez, POC #190-1.
22. Nichole Chen, POC #111-1.
23. Olympia Corporation of the Americas, POC #20-1.
24. Siemens Financial Services, Inc., POC #297-1.
25. Veronica Ojedu-Rui, POC #115-1.

16. 23-10457-B-11 **IN RE: MADERA COMMUNITY HOSPITAL**
PSJ-55

OMNIBUS OBJECTION TO CLAIMS
9-13-2024 [2029]

NICHOLAS RUBIN/MV
RILEY WALTER/ATTY. FOR DBT.
PAUL JASPER/ATTY. FOR MV.

After posting the original pre-hearing dispositions, the court has supplemented its intended ruling on this matter.

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

DISPOSITION: Sustained.

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

Nicholas Rubin ("Rubin" or "the Liquidating Trustee"), Liquidating Trustee of the Liquidating Trust in the above-styled Chapter 11 bankruptcy case (the Bankruptcy Case, pursuant to 11 U.S.C. 502, Fed. R. Bankr. Pro. 3007, and Local Bankruptcy Rule ("LBR") 3007-1, objects to the claims against debtor Madera Community Hospital ("Debtor" or "MCH") identified in the **Exhibit 1** attached to the objection. Doc. #2017. Exhibit 1 lists four (4) creditors to whose claims the Liquidating Trustee objects on the grounds that the claims fail to establish liability on the part of Debtor. Doc. #2029 *et seq.* Specifically, these four Proofs of Claim fail to list any value for the claim at issue. Doc. #2031 (*Exhib. 1*).

This objection was set for hearing on 44 days' notice as required by Local Rule of Practice ("LBR") 3007-1(b)(1). The failure of the creditors, the debtor, 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 sustaining of the objection. *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 amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a prima facie showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has responded to the objection, and the defaults of all nonresponding parties are entered.

11 U.S.C. § 502(a) states that a claim or interest, evidenced by a proof filed under section 501, is deemed allowed, unless a party in interest objects.

Federal Rule of Bankruptcy Procedure 3001(f) states that a proof of claim executed and filed in accordance with these rules shall constitute *prima facie* evidence of the validity and amount of the claim. If a party objects to a proof of claim, the burden of proof is on the objecting party. *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (B.A.P. 9th Cir. 2000).

This Objection was brought pursuant to this court's August 29, 2024, *Order Approving (A) Procedures for Filing Omnibus Objections to Claims and (B) the Form and Manner of Notice of Omnibus Objection* ("the Omnibus Order"). Doc. #2002. By this Objection, the Liquidating Trustee seeks the disallowance and expungement of all duplicative claims in their entirety. Doc. #2021 *et seq.*

Fed. R. Bankr. Pro. 3001(a) identifies a proof of claim as "a written statement setting forth a creditor's claim." Here, Debtor has identified four (4) creditors who have each filed proofs of which fail to state the value of that claim by responding to Question 7 "How much is the claim?" either with an entry of $0.00 or, in one case, with an entry of "Unknown." Doc. #2031 (*Exhib. 1*). *See POC #179-1, #315-1, #103-1, and #273-1.* Christopher Hurst, who entered "Unknown" as the value of his claim, subsequently amended his claim to include a value of $100,000.00, and POC #315-1 is also the subject of an Objection on the grounds that it was a later-amended claim.

It appears to the court that all four (4) claims listed in Exhibit 1 accompanying the Objection represent claims which fail to state any value and thus fail to state any basis for liability against Debtor. No party in interest has objected. This Objection will be SUSTAINED, and the following proofs of claim will be disallowed for the reasons given:

1. Alisia Diaz, POC #179-1.
2. Christopher Hurst, POC #315-1.
3. Nakimsan Sin, POC #103-1.
4. Safety National Casualty Corporation, POC #273-1.

Except for the claim of Christopher Hurst, the other claimants are listed by the Debtor in the schedules as having claims that are undisputed, non-contingent, and liquidated. The order only will affect the filed claims listed in the objection and is not to be construed to disallow claims listed as undisputed, non-contingent, and liquidated in the Debtor's schedules or amended claims superseding those noted in the objection.

17. 23-10457-B-11 **IN RE: MADERA COMMUNITY HOSPITAL**
WJH-40

CONTINUED MOTION TO REJECT LEASE OR EXECUTORY CONTRACT
4-26-2023 [301]

MADERA COMMUNITY HOSPITAL/MV
RILEY WALTER/ATTY. FOR DBT.

NO RULING.

18. 23-10457-B-11 **IN RE: MADERA COMMUNITY HOSPITAL**
WJH-42

CONTINUED MOTION TO REJECT LEASE OR EXECUTORY CONTRACT
5-2-2023 [334]

MADERA COMMUNITY HOSPITAL/MV
RILEY WALTER/ATTY. FOR DBT.

NO RULING.

19. 24-12751-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
FW-5

MOTION TO BORROW
10-18-2024 [49]

HARSIMRAN SANDHU/MV
PETER FEAR/ATTY. FOR DBT.
OST 10/18/24

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied.

ORDER: The minutes of the hearing will be the court's findings and conclusions. Preparation of the order will be determined at the hearing.

Bikram Singh and Harsimran Kaur ("Debtors") move for authorization to incur new debt as an administrative expense for payment of personal expenses. Docs. #49, #51. Debtors aver that they anticipate their almond farm activities will be placed under a state court receivership, but until then, Debtors have no income to pay personal expenses. *Id.* Debtors aver that they have received intermittent gifts from friends and family totaling approximately $5,000.00 since the filing of the petition. *Id.*

Debtors now request authorization to borrow up to $10,000.00 per month from unidentified "family and/or friends" to pay for "living expenses" until such time as they can work out an acceptable compensation arrangement with the receiver once one is appointed. *Id.* The motion is silent as to the terms of the loan or the identities of the proposed lenders. *Id.* Debtors also seek a one-time loan of $25,000.00, again from unspecified friends and/or family, and, again, the motion is silent as to the terms of the loan or the identities of any proposed lenders. *Id.*

This motion was filed and served 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 deny 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.

This motion was filed with an order shortening time ("OST") to reduce the period of notice to permit the hearing to take place on October 29, 2024, at 9:30 a.m. Doc. #58. Debtor was required to give notice (a) to all parties in interest by first class U.S. mail and (b) by CM/ECF as described in Fed. R. Bankr. Pro. 9036(c) by October 18, 2024. *Id.* Debtor appears to have complied with the OST by serving notice on all requisite parties on October 18, 2024. Doc. #59.

LBR 3015-1(h)(1) which deals with Chapter 13 cases provides guidance for debtors seeking court approval to incur new debts during the pendency of a bankruptcy case. Where the new debt is to be incurred for purposes other than those enumerated in LBR 3015-1(h), such as to purchase a new vehicle, to purchase or refinance a home, or to sell personal property, the acquisition of such new debt is governed by LBR 3015-1(h)(1)(E):

> [I]f the debtor wishes to incur new debt or transfer property on terms and conditions not authorized by those Subparagraphs, the debtor shall file the appropriate motion, serve it on the trustee, those creditors who are entitled to notice, and all persons requesting notice, and set the hearing on the Court's calendar with the notice required by Fed. R. Bankr. P. 2002 and LBR 9014-1.

LBR 3015-1(h)(1)(E). However, the court finds that the motion to borrow is fatally deficient for reasons included but not limited to the following:

The motion as presented does not identify any potential lenders. The motion does not state when the loan(s) mature, whether upon confirmation or on demand from the lenders. The motion does not state any loan terms and, in fact, is unclear on whether whatever terms the loans have will apply equally to all the putative lenders if a motion to borrow is to be granted. If the terms vis a vis any lenders differ,

then each different loan agreement will need to be noticed and approved. The motion does not state whether there are any borrowing limits to be imposed by the putative lenders. The motion does not identify any conditions of the loans other than requesting administrative status. Finally, other than a request for a one-time $25,000.00 loan and an undetermined number of $10,000.00 monthly payments, the motion is unclear as to whether there is an outside limit to the size of the new debt to be incurred or whether Debtors seek "a blank check" (which the court will not authorize).

Unless further evidence or information is adduced at the hearing, the court is inclined to DENY this motion.

1:30 PM

1. 24-12203-B-7 **IN RE: MELONIE LLAMAS**
CLB-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-27-2024 [18]

BANK OF AMERICA, N.A./MV
MARK ZIMMERMAN/ATTY. FOR DBT.
CHAD BUTLER/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Bank of America, N.A. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 2021 Crossroads 3961MB; (VIN No.: 4YDF39623M9310480). Doc. #18.

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR").

LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR 9014. LBR 9014, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the notice of the motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice only directed that written opposition should be served upon Movant's counsel. *See Doc. #19.* However, as the motion to lift stay implicates assets of the estate, the Chapter 7 Trustee and the U.S. Trustee are included among "the persons who must be served with such opposition." Though the Trustee has filed a "Notice of No Distribution," the Property has not been abandoned from the estate.

Accordingly, the Notice is deficient, and this motion must be DENIED WITHOUT PREJUDICE.

2. 24-11722-B-7 **IN RE: MARCO VALDIVIA AND MARIA MANRIQUEZ VAZQUEZ**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
10-7-2024 [22]

MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the $34.00 filing fee was paid on October 16, 2024. Accordingly, this order to show cause will be VACATED.

3. 24-12735-B-7 **IN RE: ESTEBAN MONTES AND ANDREA AGUILAR**
BRL-1

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR
MOTION FOR ADEQUATE PROTECTION
10-9-2024 [20]

WILLIAM FRIDL/MV
BENJAMIN LEVINSON/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 hearing.

William Fridl ("Movant"), seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) to terminate or vacate the automatic stay for all purposes as it pertains to Movant's interest in the real property located at 29026 Hillview Street, Hayward, California ("the Property"), including all steps necessary to start, continue, and complete a non-judicial foreclosure and to evict Esteban Montes and/or Andrea Aguilar ("Esteban" and "Andrea," or collectively "Debtors"). Doc. #20. Movant also seeks an order finding that Debtors' conduct which gave rise to this motion is part of a part of a scheme to delay, hinder, or defraud creditors and that Movant is entitled to relief under 11 U.S.C. § 362(d)(4) relief. Finally, Movant requests waiver of the 14-day stay of Federal Rule of Bankruptcy Procedure ("Rule") 4001(a)(3). *Id.*

Written opposition was not required and may be presented at the hearing.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless further opposition is presented at the hearing, the court is inclined to GRANT the motion. At the hearing, the court will consider the opposition already raised by Debtor and any further opposition raised before determining whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

Debtors filed this *pro se* Chapter 7 case on September 20, 2024. Doc. #1. The instant motion arises from Estaban's acquisition of the Property via a grant deed ("the Transfer Deed") transferring the Property from the prior owners, Lucia S. Martin and her husband Antonio G. Martin, Jr. ("Lucia" and "Antonio," or collectively "the Martins") to Esteban, Lucia, and Antonio as joint tenants. Doc. #22 (*Exhib. C – Grant Deed*). Andrea's name is not on the deed, which was executed on September 20, 2024. *Id.*

Lucia is currently an individual debtor in a Chapter 13 bankruptcy (Case No. 23-41605-WJL) which was filed in the Oakland Division of the Northern District of California)("Lucia's Case") on December 7, 2023, on the eve of a trustee's sale which had been scheduled for December 12, 2023. Doc. #23. Movant avers that during the pendency of Lucia's case she failed to make required payments, and Movant filed a motion to lift stay in Lucia's Case. *Id.* Eventually, the stay was lifted pursuant to the terms of an Adequate Protection Stipulation with which Lucia failed to comply, and the Property was set for another trustee's sale. *Id.* It was on the eve of that sale that the Martins executed the Transfer Deed conveying the Property to themselves and Esteban as joint tenants. *Id.*

According to the declaration of Movant's counsel, Lucia never sought or obtained permission from the court overseeing Lucia's Case to convey the Property, and the Property is still listed as an asset of Lucia's estate. Doc. #25.

According to Debtors' filings in the instant case, Esteban resides at 986 North Broadway Street, Fresno, California. Doc. #1. The Schedules filed along with the petition are completely blank. *Id.* On September 23, 2024, Debtors filed an Amended Schedule A/B which states that some combination of Debtors and other individuals own three properties, one of which is the Property and none of which is the listed residence of either debtor. Doc. #9. To date, Debtors have not filed amendments to schedules C, D, E/F, G, H, I and J, nor have Debtors filed a completed Form 122-C or any of the other documents required to be filed along with a petition. *See Docket generally.*

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case-by-case basis." *In re Mac Donald*, 755 F.2d 715, 717 (9th Cir. 1985).

11 U.S.C. § 362(d)(2) allows the court to grant relief from the stay if the debtor does not have an equity in such property and such property is not necessary to an effective reorganization.

An order entered under § 362(d)(4) is binding in any other bankruptcy case purporting to affect such real property filed not later than two years after the date of entry of the order.

To obtain relief under § 362(d)(4), Movant must show and the court must affirmatively find the following three elements: (1) the debtor's' bankruptcy filing must have been part of a scheme; (2) the object of the scheme must have been to delay, hinder, or defraud creditors, and (3) the scheme must have involved either the transfer of some interest in the real property without the secured creditor's consent or court approval, or multiple bankruptcy filings affecting the property. *First Yorkshire Holdings, Inc. v. Pacifica L 22, LLC (In re First Yorkshire Holdings, Inc.)*, 470 B.R. 864, 870 (B.A.P. 9th Cir. 2012).

A scheme is an intentional construct - it does not happen by misadventure or negligence. *In re Duncan & Forbes Dev., Inc.*, 368 B.R. 27, 32 (Bankr. C.D. Cal. 2007). A § 362(d)(4)(A) scheme is an "intentional artful plot or plan to delay, hinder or defraud creditors." *Id.* It is not common to have direct evidence of an artful plot or plan to deceive others - the court must infer the existence and contents of a scheme from circumstantial evidence. *Id.* Movant must present evidence sufficient for the trier of fact to infer the existence and content of the scheme. *Id.*

After review of the included evidence, the court finds that "cause" exists to lift the stay pursuant to § 362(d)(1) because Debtors' bankruptcy filings to date have been fatally deficient to the point that the court cannot even say whether Debtors are qualified to be Chapter 7 Debtors. However, the incredibly sparse and incomplete filings, along with the) suspicious timing of the property transfer followed almost immediately by a bankruptcy filing raise serious red flags about whether this case was filed in good faith. The court finds these deficiencies to represent cause to lift the stay.

The court will not address the question of whether Debtors have any equity in the Property simply because the court cannot definitely say that Debtors even own a portion of the Property as the conveyance was apparently without approval of the court overseeing Lucia's Case and is thus likely voidable if not void. Consequently, the court has no way of determining what, if any, equity Debtors have in the Property, let alone whether it is of any value to the estate.

Finally, the timing of the several bankruptcies affecting the Property and also of the conveyance of the Property without court approval and on the eve of foreclosure clearly seems to demonstrate a scheme to delay, hinder, or defraud Movant and frustrate his efforts to

foreclose on the Property. This scheme also involves the transfer of some interest in the Property without the secured creditor's consent. The court finds that § 362(d)(4) applies.

Accordingly, in the absence of opposition at the hearing, the Court is inclined to render findings of fact and conclusions of law pursuant to Federal Rule of Civil Procedure 52, as incorporated by Federal Rule of Bankruptcy Procedure 7052:

IT IS ORDERED that the automatic stay of 11 U.S.C. § 362(a) is vacated concerning real property located at 29026 Hillview Street, Hayward, California.

IT IS FURTHER ORDERED, pursuant to 11 U.S.C. § 362(d)(4), that the filing of the petition was part of a scheme to delay, hinder, or defraud creditors that involved either transfer of all or part ownership of, or other interest in, the aforesaid real property without the consent of the secured creditor or court approval; or multiple bankruptcy filing affecting such real property. The order shall be binding in any other case under Title 11 of the United States Code purporting to affect the real property described in the motion not later than two years after the date of entry of the order. A debtor in a subsequent case under Title 11 may move for relief from this order based on changed circumstances or for good cause shown after notice and a hearing.

4. 24-12836-B-7 **IN RE: MANUEL CRUZ AND KAITLYN TURNER**
KTS-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
10-16-2024 [24]

ARNEL MANAGEMENT COMPANY/MV
CALVIN CLEMENTS/ATTY. FOR MV.
ARNEL MANAGEMENT COMPANY VS.

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

An order dismissing this case was entered on October 21, 2024. Doc. #31. The motion will be DENIED AS MOOT.

5. 24-10146-B-7 **IN RE: C.S. & S. BAKERY, LLC**
KMC-1

MOTION FOR ADMINISTRATIVE EXPENSES
9-30-2024 [47]

SLO PROMENADE DE, LLC/MV
LEONARD WELSH/ATTY. FOR DBT.
KATHRYN CATHERWOOD/ATTY. FOR MV.

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.

SLO Promenade DE, LLC ("Landlord") brings this Application for Allowance of and Immediate Payment of Administrative Expenses ("the Application") related to the use and occupancy of the space located at 481 Madonna Road, Unit D, San Luis Obispo, CA ("the Premises") by Jeffrey M. Vetter ("Trustee") during his oversight of the debtor C.S. & S. Bakery, LLC ("the Bakery"). Doc. #47.

This Application and one nearly identical to it (*compare Item #5 and Item #9*) have been filed in two closely related cases: *In re C.S. & S. Bakery LLC*, 24-10146 (this case) and *In re In re SLO Dough, LLC*, Case No. 23-12767 ("the SLO Dough case"). Julie Carven ("Carven") is the principal for both the Bakery and the other debtor-corporation, SLO Dough, LLC ("SLO Dough"). The Trustee has previously indicated that there has been some commingling of funds and assets of the two debtor-corporations.

The Bakery operated at 550 Woollomes Ave., Suite 105, Delano, California, while SLO Dough operated at the Premises. It appears that the Bakery and Carvin executed a lease agreement with Landlord to lease the Premises so that SLO Dough could occupy it. Both businesses filed for Chapter 7 roughly simultaneously, and since the filing of the two cases, there has been much confusion as to the obligations of the two debtor-corporations due to a commingling of funds and assets between the two.

In this motion and the companion motion from *Item #9*, Landlord seeks payment of its administrative claim for rent which accrued on the Premises from the petition date until the date upon which the Trustee turned over the Premises to Landlord. Landlord has brought substantially identical motions in both cases because of the confusion arising from the fact that the Bakery signed the lease, but SLO Dough occupied the Premises.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the

creditors, the debtor, 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 amounts of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED.

11 U.S.C. § 503 allows an entity to file a request for payment of administrative expenses. After notice and a hearing, payment of certain administrative expenses shall be allowed, other than those specified in § 502(f), including "the actual, necessary costs and expenses of preserving the estate. 11 U.S.C. § 503(b)(1)(A). 11 U.S.C. § 507 places administrative claims allowed under § 503(b) as second in priority (behind domestic support obligations which are not relevant to this business bankruptcy). 11 U.S.C. § 507(a)(2).

According to the moving papers, Debtor and Landlord entered into a lease agreement prepetition. Doc. #47 *et seq.* Debtor filed for Chapter 7 relief on January 23, 2024, and Trustee continued to occupy the Premises post-petition while he sought to sell Debtor's business and/or assets which were located at the Premises. *Id.*

Trustee later eventually sold Debtor's assets from both the Premises and Debtor's other store in Delano for $95,000.00 each. *Id.* Thereafter, Trustee advised Landlord through counsel that Landlord could take possession of the Premises, which Landlord did. *Id.* Landlord's counsel declares that he contacted Trustee's counsel regarding a stipulation for allowance and payment of administrative rent. *Id.* The moving papers aver that Trustee's counsel did not object to Landlord seek relief through a noticed motion rather than stipulation. *Id.* Landlord also avers that Trustee's counsel confirmed the case's administrative insolvency. *Id.* The Trustee did not respond to this motion.

> Under the bankruptcy code, an administrative expense claim allowed under section 503 6 has priority over other unsecured claims. The burden of proving an administrative expense claim is on the claimant. The claimant must show that the debt asserted to be an administrative expense (1)

> arose from a transaction with the debtor-in-possession as opposed to the preceding entity (or, alternatively, that the claimant gave consideration to the debtor-in-possession); and (2) directly and substantially benefitted the estate. In order to keep administrative costs to the estate at a minimum, "the actual, necessary costs and expenses of preserving the estate" are construed narrowly.

Gill v. Tishman Constr. Corp. (In re Santa Monica Beach Hotel), 209 B.R. 722, 725 (B.A.P. 9th Cir. 1997)(citations omitted).

Here, it is uncontroverted that SLO Dough, while under the control of the Trustee, continued to occupy and enjoy the continued benefit of the Premises during the period between the filing of the petition and Trustee's notification that the Landlord could retake possession. During that time, Trustee successfully marketed the business and/or assets located at Premises for sale.

While occupying the San Luis Obispo Premises, Trustee determined that the equipment housed there may have been owned by the Bakery instead of SLO Dough. Because of this ambiguity, the court understands why movant here filed an identical motion in the SLO Dough case. But movant has clearly indicated it is not seeking double recovery and any authorization for the allowance and payment of the administrative expense only authorizes one payment for an administrative expense, not one from each estate.

It appears to the court that both elements of the *Gill* test are satisfied. The debt asserted arose from rent that accrued between the petition date and the date upon which Trustee vacated the Premises. Furthermore, allowing estate assets to remain on the Premises while Trustee sought to market the business and/or assets directly and substantially benefitted the estate.

This motion was fully noticed and no party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Trustee shall pay $60,655.10 to satisfy Landlord's administrative claim for rent that accrued under the lease between the petition date and the date Landlord took possession of the Premises. In light of the confusion as to which of the two debtors owned the assets which were sold to generate the proceeds which can be used to pay the administrative expenses, the court leaves the question of which debtor shall actually pay the $60,655.10 to the Trustee's discretion.

The 14-day stay under Rule 6004(h) shall be waived because Debtor is administratively solvent, and Trustee has sufficient funds from the sale proceeds to satisfy this administrative claim which takes priority over unsecured claims.

6. 22-10760-B-7 **IN RE: MATTHEW CRIPPEN**
FW-5

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL, P.C. FOR GABRIEL J. WADDELL, TRUSTEES ATTORNEY(S)
9-24-2024 [153]

TIMOTHY SPRINGER/ATTY. FOR DBT.
GABRIEL WADDELL/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order that conforms with the opinion below.

Fear Waddell, P.C. ("Applicant") seeks approval of a final allowance of compensation under 11 U.S.C. § 330 of the Bankruptcy Code for professional services rendered and reimbursement for expenses incurred as general counsel for James Salven, Trustee in the above-styled case ("Trustee') for the period from October 24, 2023, through May 14, 2024. Doc. #153.

Applicant was employed to perform services under § 327 of the Code pursuant to an order of this court dated February 23, 2024. Doc. #126. This is Applicant's first and final request for compensation.

Applicant seeks **$9,632.00** in fees based on **28.80** billable hours as follows:

NAME	HOURLY RATE	HOURS	FEES
Gabriel Waddell	$380.00	18.00	$6,840.00
Katie Waddell	$280.00	9.20	$2,576.00
Laurel Guenther	$135.00	1.60	$216.00
TOTAL		**28.8**	**$9,632.00**

Docs. #153, #157. Applicant also seeks reimbursement for expenses as follows:

Copying	$141.80
Court fees	$55.00
Postage	$87.63
TOTAL	**$284.43**

Id.

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." 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, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3). Previous interim compensation awards under 11 U.S.C. § 331, if any, are subject to final review under § 330.

Applicant's services here included, without limitation: asset disposition and work on fee/employment applications. Doc. #157 (*Exhib. C*. The court finds the services and expenses reasonable, actual, and necessary. The Trustee has reviewed the Application and finds the requested fees and expenses to be reasonable. Doc. #155.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. *See Boone v. Burk (In re Eliapo*), 468 F.3d 592 (9th Cir. 2006).

No party in interest has responded, and the defaults of all such parties are entered.

This Application is GRANTED. The court will approve on a final basis under 11 U.S.C. § 330 compensation in the amount of **$9,362.00** in fees and **$284.43** in expenses. The court grants the Application for a total award **$9,646.43** as an administrative expense of the estate and an order authorizing and directing the Trustee to pay such to Applicant from the first available estate funds. Applicant acknowledges that this estate is administratively insolvent, and that the estate has insufficient funds to pay the full amount requested. Accordingly, the compensation award shall be paid pro rata with any other administrative claims.

7. 23-11663-B-7 **IN RE: LAURA MENDIOLA**
AP-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-23-2024 [35]

CAPITAL ONE AUTO FINANCE/MV
WENDY LOCKE/ATTY. FOR MV.
DISCHARGED 7/23/24

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Capital One Auto Finance ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 2019 Honda Civic (VIN No. 2HGFC2F88KH562822). Doc. #35.

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR").

LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR 9014. LBR 9014, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the notice of the motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice only directed that written opposition should be served upon Movant's counsel. *See Doc. #36.* However, as the motion to lift stay implicates assets of the estate, the Chapter 7 Trustee and the U.S. Trustee are included among "the persons who must be served with such opposition."

Accordingly, the Notice is deficient, and this motion must be DENIED WITHOUT PREJUDICE.

8. 24-11966-B-7 **IN RE: LUIS/OSIRIS VILLEDA**
KMM-1

MOTION TO APPROVE LOAN MODIFICATION
9-25-2024 [15]

SERVBANK, SB/MV
D. GARDNER/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied without prejudice.

ORDER: The court will prepare the order.

Servbank, SB ("Movant") moves for an order authorizing Luis Fernando Villeda ("Mr. Villeda") and Osiris Vanessa Villeda ("Mrs. Villeda")(collectively "Debtors") to enter into a loan modification affecting real property located at 10501 Topiary Drive, Bakersfield, CA ("the Property"}. Doc. #15.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, 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 amounts of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has responded. Nevertheless, this matter will proceed as scheduled. This motion will be DENIED without prejudice to the Debtors' rights under the law to enter into post-petition agreements.

According to the Debtors' Schedules, the Property has an estimated value of $466,900.00. Debtors claimed a homestead exemption of $351,000.00 pursuant to C.C.P. § 704.730. Movant is a secured creditor listed on Schedule D as holding a $276,694.67 claim arising from the Deed of Trust on the Property. On Schedule A/B, both Debtors claimed an ownership interest and indicated that the Property was community

property. On Schedule D, Debtors indicated that they jointly owned the debt owed to Movant. *See generally* Doc. #1 (*Sched. A/B, C, and D*).

In light of the foregoing, it seems clear that the Property is community property in which both Debtors have an interest. However, only Mr. Villeda is a signatory to the new Promissory Note for which Movant seeks court approval. Doc. #17 (*Exhib. D*). The court cannot approve a modification where the Debtors claim the property is community property but the documents supporting the Motion have only Mr. Villeda's signature as an unmarried man. *Id.*

Furthermore, the court has issues with the motion itself which is styled as a motion for approval of a loan modification, but which can more accurately be described, in the court's view as a request for comfort order (which it is not this court's practice to grant). *See Doc. #15, generally.* The motion states outright:

> The purpose of Movant's Motion is to obtain an Order confirming the parties' authority to negotiate and enter into the loan modification and provide that such activity does not violate the automatic stay provision of 11 U.S.C. § 362 or any other provision of the bankruptcy Code or law. Movant is not requesting that the Court approve nor disapprove any specific terms of the agreement or any incorporated documents. It is merely out of an abundance of caution that Movant proceed in this manner.

Id. The Movant asserts that this court has the power and authority to grant this motion under § 105, but the court does not have such authority. Between the amount owed under the Deed of Trust and the Debtors' claimed exemption, there is no equity in the Property which is an asset of the estate. Thus, the court has no jurisdiction over this loan agreement to either grant or deny the instant motion.

Finally, it appears the Debtors are now eligible for entry of a discharge which will terminate the automatic stay as to the debtors.

The motion will be DENIED WITHOUT PREJUDICE.

9. 23-12767-B-7 **IN RE: SLO DOUGH, LLC**
KMC-1

MOTION FOR ADMINISTRATIVE EXPENSES AND/OR MOTION FOR IMMEDIATE PAYMENT OF ADMINISTRATIVE EXPENSES
9-27-2024 [49]

SLO PROMENADE DE, L.L.C./MV
LEONARD WELSH/ATTY. FOR DBT.
KATHRYN CATHERWOOD/ATTY. FOR MV.

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.

SLP Promenade DE, LLC ("Landlord") brings this Application for Allowance of and Immediate Payment of Administrative Expenses ("the Application") related to the use and occupancy of the space located at 481 Madonna Road, Unit D, San Luis Obispo, CA ("the Premises") by Jeffrey M. Vetter ("Trustee") during his oversight of the debtor-corporation SLO Dough LLC ("SLO Dough"). Doc. #49.

This Application and one nearly identical to it (*compare Item #5 and Item #9*) have been filed in two closely related cases: *In re C.S. & S. Bakery LLC*, 24-10146 ("the Bakery Case") and *In re In re SLO Dough, LLC*, Case No. 23-12767 ("the SLO Dough case"). Julie Carven ("Carven") is the principal for both SLO-Dough and the other debtor, C.S. & S. Bakery LLC ("Bakery"). The Trustee has previously indicated that there has been some commingling of funds and assets of the two debtor-corporations.

The Bakery operated at 550 Woollomes Ave., Suite 105, Delano, California, while SLO Dough operated at the Premises. It appears that the Bakery and Carvin executed a lease agreement with Landlord to lease the Premises so that SLO Dough could occupy it. Both businesses filed for Chapter 7 roughly simultaneously, and since the filing of the two cases, there has been much confusion as to the obligations of the two debtor-corporations due to a commingling of funds and assets between the two.

In this motion and the companion motion from *Item #5*, Landlord seeks payment of its administrative claim for rent which accrued on the Premises from the petition date until the date upon which the Trustee turned over the Premises to Landlord. Landlord has brought substantially identical motions in both cases because of the confusion arising from the fact that the Bakery signed the lease, but SLO Dough occupied the Premises.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, 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 amounts of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED.

11 U.S.C. § 503 allows an entity to file a request for payment of administrative expenses. After notice and a hearing, payment of certain administrative expenses shall be allowed, other than those specified in § 502(f), including "the actual, necessary costs and expenses of preserving the estate. 11 U.S.C. § 503(b)(1)(A). 11 U.S.C. § 507 places administrative claims allowed under § 503(b) as second in priority (behind domestic support obligations which are not relevant to this business bankruptcy). 11 U.S.C. § 507(a)(2).

According to the moving papers, Bakery and Landlord entered into a lease agreement prepetition. Doc. #49 *et seq.* SLO Dough filed for Chapter 7 relief on December 14, 2023, and Trustee continued to occupy the Premises post-petition while he sought to sell Debtor's business and/or assets which were located at the Premises. *Id.*

Trustee later eventually sold Debtor's assets from both the Premises and Debtor's other store in Delano for $95,000.00 each. *Id.* Thereafter, Trustee advised Landlord through counsel that Landlord could take possession of the Premises, which Landlord did. *Id.* Landlord's counsel declares that he contacted Trustee's counsel regarding a stipulation for allowance and payment of administrative rent. *Id.* The moving papers aver that Trustee's counsel did not object to Landlord seek relief through a notice motion rather than stipulation. *Id.* Landlord also avers that Trustee's counsel confirmed the case's administrative insolvency. *Id.* The Trustee did not respond to this motion.

> Under the bankruptcy code, an administrative expense claim allowed under section 503 6 has priority over other unsecured claims. The burden of proving an administrative

> expense claim is on the claimant. The claimant must show that the debt asserted to be an administrative expense (1) arose from a transaction with the debtor-in-possession as opposed to the preceding entity (or, alternatively, that the claimant gave consideration to the debtor-in-possession); and (2) directly and substantially benefitted the estate. In order to keep administrative costs to the estate at a minimum, "the actual, necessary costs and expenses of preserving the estate" are construed narrowly.

Gill v. Tishman Constr. Corp. (In re Santa Monica Beach Hotel), 209 B.R. 722, 725 (B.A.P. 9th Cir. 1997)(citations omitted).

Here, it is uncontroverted that SLO Dough, while under the control of the Trustee, continued to occupy and enjoy the continued benefit of the Premises during the period between the filing of the petition and Trustee's notification that the Landlord could retake possession. During that time, Trustee successfully marketed the business and/or assets located at Premises for sale.

While occupying the San Luis Obispo Premises, Trustee determined that the equipment housed there may have been owned by the Bakery instead of SLO Dough. Because of this ambiguity, the court understands why movant here filed an identical motion in the Bakery case. But movant has clearly indicated it is not seeking double recovery and any authorization for the allowance and payment of the administrative expense only authorizes one payment for an administrative expense, not one from each estate.

It appears to the court that both elements of the *Gill* test are satisfied. The debt asserted arose from rent that accrued between the petition date and the date upon which Trustee vacated the Premises. Furthermore, allowing estate assets to remain on the Premises while Trustee sought to market the business and/or assets directly and substantially benefitted the estate.

This motion was fully noticed and no party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Trustee shall pay $60,655.10 to satisfy Landlord's administrative claim for rent that accrued under the lease between the petition date and the date Landlord took possession of the Premises. In light of the confusion as to which of the two debtors owned the assets which were sold to generate the proceeds which can be used to pay the administrative expenses, the court leaves the question of which debtor shall actually pay the $60,655.10 to the Trustee's discretion.

The 14-day stay under Rule 6004(h) shall be waived because Debtor is administratively solvent, and Trustee has sufficient funds from the sale proceeds to satisfy this administrative claim which takes priority over unsecured claims.

10. 24-11474-B-7 **IN RE: JIMMY RELINGO**

AMENDED ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
10-8-2024 [33]

MARK ZIMMERMAN/ATTY. FOR DBT.
$34.00 FILING FEE PAID 10/8/24

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the $34.00 filing fee was paid on October 8, 2024. Accordingly, this order to show cause will be VACATED.

11. 23-12477-B-7 **IN RE: CHRISTINE COREA**
AMS-2

MOTION BY ADELE M. SCHNEIDEREIT TO WITHDRAW AS ATTORNEY
10-11-2024 [92]

ADELE SCHNEIDEREIT/ATTY. FOR DBT.

NO RULING.

Adele M. Schneidereit ("Movant") seeks permission from the court to withdraw as attorney for Christine Corea ("Debtor"). Doc. #92. Movant declares that the basis for the motion is Debtor's failure to pay outstanding bills for attorney's fees. *Id.* However, the Attorney Fee Disclosure Statement which accompanied the petition indicates that Movant took this case for a flat fee of $1,800.00, all of which was paid prepetition. Doc. #1.

This matter will be called as scheduled, so that Movant can address the court's concerns.

12. 23-12477-B-7 **IN RE: CHRISTINE COREA**
AP-1

MOTION TO COMPEL ABANDONMENT
9-26-2024 [80]

WELLS FARGO BANK, N.A./MV
ADELE SCHNEIDEREIT/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.

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.

Wells Fargo Bank ("Wells Fargo") moves for an order compelling chapter 7 trustee James E. Salven ("Trustee") to abandon the estate's interest in the real property located at 38777 Road 600, Raymond, CA 93653 ("the Property"). Doc. #80.

The debtor in this case is Christine Louise Corea ("Debtor"), who filed a petition for Chapter 7 relief on November 3, 2023, and received a discharge on February 28, 2024. Docs. #1, #20. During the pendency of the bankruptcy, Trustee objected to Debtor's exemptions, and the court later sustained the objection, limiting Debtor's homestead exemption to $416,000. Docs. #15, #37. The Property is otherwise encumbered by liens held by Wells Fargo ($84,490.00) and Matador Community Credit Union ("Matador")($46,794.00). Doc. #1 (*Sched. D*).

Subsequently, the Trustee filed a motion to sell the non-exempt equity in the Property to Debtor for $50,000.00, and, after notice and a hearing conducted on June 13, 2024, the court approved the sale. Docs. #39, #58. Wells Fargo, which holds the Deed of Trust on the Property, subsequently filed this motion. Doc. #80.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary

when an unopposed movant has made a prima facie case for the requested relief. *See Boone v. Burk (In re Eliapo*), 468 F.3d 592 (9th Cir. 2006).

No party in interest timely filed written opposition, and the defaults of all nonresponding parties are entered. This motion will be GRANTED.

11 U.S.C. § 554(b) provides that "on request of a party in interest and after notice and a hearing, the court may order the trustee to abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate."

To grant a motion to abandon property, the bankruptcy court must find either that: (1) the property is burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. *In re Vu*, 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). As one court noted, "an order compelling abandonment 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." *In re K.C. Mach. & Tool Co.*, 816 F.2d 238, 246 (6th Cir. 1987). In evaluating a proposal to abandon property, it is the interests of the estate and the creditors that have primary consideration, not the interests of the debtor. *In re Johnson*, 49 F.3d 538, 541 (9th Cir. 1995) (noting that the debtor is not mentioned in § 554). *In re Galloway*, No. AZ-13-1085-PaKiTa, 2014 Bankr. LEXIS 3626, at *16-17 (B.A.P. 9th Cir. 2014).

Wells Fargo contends that the Property is of inconsequential value and benefit to the bankruptcy estate and therefore should be abandoned pursuant to 11 U.S.C. § 554(b). Wells Fargo's analysis of the value of the Property is as follows:

Property Value (as per Sch. A/B	$580,400.00
Wells Fargo's 1st lien	($85,481.04)
Matador's 2nd lien	($46,794.00)
Debtor's exemption	($416,000.00)
Sale of non-exempt equity to Debtor	($50,000.00)
Total	**($17,875.04)**

Wells Fargo inaccurately states that Debtor's exemption was $430,000.00 but that error does not affect the outcome, which reflects that there is no remaining equity which can be used for the benefit of the estate.

This motion was fully noticed and no party in interest timely filed written opposition. The Property was accurately scheduled (subject to the court's determination of the proper exemption value) and, with the sale of the non-exempt equity to Debtor, the Property is otherwise

encumbered or exempted in its entirety. Therefore, this motion will be GRANTED.

The order shall specifically include the property to be abandoned.

13. 24-12297-B-7 **IN RE: STEVEN WILCOX**
RDW-1

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR
MOTION FOR ADEQUATE PROTECTION
10-15-2024 [22]

STRIKE ACCEPTANCE, INC./MV
REILLY WILKINSON/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: The court intends to grant the motion for relief on the grounds stated in the motion.

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

Strike Acceptance ("Movant"), seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2020 Mitsubishi Eclipse Cross, (VIN No. JA4AT3AA4LZ036207) ("Vehicle"). Doc. #22. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(3). *Id.*

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

This motion was filed and served 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.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case-by-case basis." *In re Mac Donald*, 755 F.2d 715, 717 (9th Cir. 1985).

11 U.S.C. § 362(d)(2) allows the court to grant relief from the stay if the debtor does not have an equity in such property and such property is not necessary to an effective reorganization.

After review of the included evidence, the court finds that "cause" exists to lift the stay because Steven Wilcox (Debtor") has failed to make two pre-petition payments and two post-petition payments. The Movant has produced evidence that Debtor is delinquent at least $2,835.36. Docs. #24, #26.

The court also finds that the Debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtor is in chapter 7. The Vehicle is valued at $11,139.00 and Debtor owes $19,460.48. Doc. #26.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) to permit the Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded. According to the Debtor's Statement of Intention, the Vehicle will be surrendered.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because Debtor has failed to make at least two pre-petition payments and two post-petition payments to Movant, and the Vehicle is a depreciating asset.