



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, October 30, 2024
Department A – Courtroom #11
Fresno, California

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

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

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

Please also note the following:

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

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [24-12709](#)-A-11 **IN RE: KEWEL MUNGER**
[WJH-2](#)

MOTION TO EMPLOY CARL R. REFUERZO AS SPECIAL COUNSEL
10-11-2024 [\[35\]](#)

KEWEL MUNGER/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied without prejudice.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The court will issue an order after the hearing.

This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Due to issues with the motion, the court intends to deny the motion without prejudice.

Debtor in possession Kewel K. Munger dba Munger Investments ("Debtor" or "DIP") moves pursuant to 11 U.S.C. § 327(a) for authorization to employ Whitney, Thompson & Jeffcoach, LLP ("Special Counsel") to serve as special counsel during the pendency of the Chapter 11 case. Doc. #35.

Section 1107 of the Bankruptcy Code gives DIP all the rights and powers of a trustee and requires DIP perform all the functions and duties of a trustee, subject to certain exceptions not applicable here. 11 U.S.C. § 1107. Section 327(a) of the Bankruptcy Code permits DIP to employ, with court approval, professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" DIP in carrying out DIP's duties under the Bankruptcy Code. 11 U.S.C. § 327(a). However, Special Counsel holds a pre-petition unsecured claim against DIP that Special Counsel has not waived. Decl. of Carl R. Refuerzo, Doc. #37. Therefore, Special Counsel does not qualify for employment pursuant to 11 U.S.C. § 327(a). In re Running Horse, LLC, 371 B.R. 446 (Bankr. E.D. Cal. 2007). Special Counsel may qualify for employment pursuant to 11 U.S.C. § 327(e), but that is not the relief Debtor has requested in the motion. Doc. #35.

In addition, the motion does not include a declaration of Debtor testifying as to the need for Debtor to employ Special Counsel. Ideally, the motion would include a declaration of Debtor testifying as to the need for the estate to employ Special Counsel in addition to the declaration of Special Counsel.

Because Special Counsel may not be employed pursuant to 11 U.S.C. § 327(a) but may qualify for employment pursuant to 11 U.S.C. § 327(e), this motion is denied without prejudice to Debtor seeking to employ Special Counsel pursuant to 11 U.S.C. § 327(e).

2. [24-12709](#)-A-11 **IN RE: KEWEL MUNGER**
[WJH-4](#)

MOTION TO ASSUME LEASE OR EXECUTORY CONTRACT
10-15-2024 [\[42\]](#)

KEWEL MUNGER/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if the other party to the executory contract to be assumed consents to improper service of 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 the hearing.

This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and Federal Rule of Bankruptcy Procedure ("Rule") 6006. However, Rules 6006 and 9014 require service of a motion to assume an executory contract to be made on the other party to the contract pursuant to Rule 7004. Here, the other party to the contract, Texas Municipal Plans Consortium, L.L.C. ("Texas Municipal"), is a limited liability company. For a domestic or foreign corporation or other unincorporated association, service under Rule 7004(b)(3) may be made by mailing, first class prepaid, "a copy of the summons and complaint to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process." Rule 7004(b)(3). Here, the motion was served only on counsel for Texas Municipal. There is no indication that proper service to an officer or agent as required by Rule 7004(b)(3) was made on Texas Municipal.

Unless Texas Municipal consents to improper service of the motion, this motion will be denied without prejudice. If Texas Municipal consents to the improper service, the court will proceed with the hearing on the motion. If the hearing proceeds as scheduled, 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.

As an informative matter, the movant incorrectly completed Section 6 of the court's mandatory Certificate of Service form. In Section 6, the declarant marked that service was effectuated by Rule 5 and Rules 7005, 9036 Service. Doc. #47. However, because Rules 6006 and 9014 require service of a motion to assume, reject or assign an executory contract to be made pursuant to Rule 7004 on the other party to the contract, the declarant should have checked the appropriate box under Section 6A as well as in Section 6B.

Kewel K. Munger dba Munger Investments ("Debtor" or "DIP"), the debtor and debtor in possession in this chapter 11 case, moves the court for authorization to assume an indemnity agreement with Texas Municipal entered into pre-petition (the "Executory Contract"). Doc. #42; Ex. A, Doc. #46.

On or about March 28, 2002, Debtor and Debtor's wife sold certain real property in Tulare County to Texas Municipal's predecessor in interest, Farmland Management Services, a California corporation ("Buyer"). Decl. of Kewel K. Munger, Doc. #45; Ex. A, Doc. #46. In connection with that sale, Buyer agreed to split off a certain portion of the real property on which a labor apartment building stood. Munger Decl., Doc. #45. Debtor worked with Buyer to obtain approval of the parcel split and, in 2020, two separate APNs were created from the single APN of real property sold to Buyer in 2002. Id. One parcel, consisting of approximately 1.19 acres, contains the labor apartment building (the "Road 192 Parcel"). Id. Debtor and his wife have enjoyed the use of Road 192 Parcel since 2002. Id.

On or about August 7, 2024, Debtor and Texas Municipal entered into the Executory Contract. Munger Decl., Doc. #45. The Executory Contract provides for:

- (1) Texas Municipal will quitclaim Road 192 Parcel to Debtor and Debtor's wife "as-is";
- (2) Debtor will pay Texas Municipal \$3,464.91 for real property taxes paid by Buyer with respect to the Road 192 Parcel;
- (3) Debtor will be responsible for costs and property taxes on the Road 192 Parcel;
- (4) Debtor will indemnify Texas Municipal as to (a) the quitclaim deed, (b) the parcel split, (c) tax proceedings affecting the Executory Contract, and (d) claims related to Debtor's use of Road 192 Parcel.

Id.; Ex. A, Doc. #46. On September 10, 2024, Texas Municipal executed a quitclaim deed in substantially the same form as that attached to the Executory Contract. Munger Decl., Doc. #45.

Section 365(a) of the Bankruptcy Code provides that, subject to court approval, the debtor-in-possession may assume an executory contract of the debtor. In evaluating a decision under § 365(a) to assume an executory contract or unexpired lease in the Ninth Circuit, "the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate." Agarwal v. Pomona Valley Med. Grp., Inc. (In re Pomona Valley Med. Grp., Inc.), 476 F.3d 665, 670 (9th Cir. 2007) (citations omitted). The bankruptcy court should approve the assumption under § 365(a) unless the debtor in possession's conclusion is based on bad faith, whim, or caprice. Id.

Here, DIP states that assumption of the Executory Contract is in the best interests of the estate, Debtor and creditors. Munger Decl., Doc. #45. DIP believes the benefits of obtaining title to Road 192 Parcel clearly outweigh the obligations to pay future property taxes and indemnify Texas Municipal. Id. The court finds that DIP's decisions are based on sound business judgment.

Assuming Texas Municipal consents to improper service of the motion and, pending opposition being raised at the hearing, the motion will be granted. DIP will be authorized to assume the Executory Contract, as defined here, in conformance with DIP's motion. Doc. #42; Ex. A, Doc. #46.

3. [24-12709](#)-A-11 **IN RE: KEWEL MUNGER**
[WJH-7](#)

MOTION TO EMPLOY AFFILIATED APPRAISERS AS APPRAISER(S)
10-15-2024 [\[52\]](#)

KEWEL MUNGER/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

Debtor in possession Kewel K. Munger dba Munger Investments ("Debtor" or "DIP") moves pursuant to 11 U.S.C. § 328 for authorization to employ Gary Crabtree dba Affiliated Appraisers ("Appraiser") to serve as an appraiser in connection with the appraisal and eventual sale of certain residential real property located at 10509 Finchley Drive, Bakersfield, California 93311 and 2200 Weybridge Drive, Bakersfield, California 93311 (collectively, the "Properties"). Doc. #52.

Section 1107 of the Bankruptcy Code gives DIP all the rights and powers of a trustee and requires DIP perform all the functions and duties of a trustee, subject to certain exceptions not applicable here. 11 U.S.C. § 1107. Section 327(a) of the Bankruptcy Code provides, in relevant part, "the trustee, with the court's approval, may employ . . . appraisers . . . that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). DIP may, with the court's approval, employ an appraiser on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis. 11 U.S.C. § 328(a). An application to employ a professional on terms and conditions to be pre-approved by the court must unambiguously request approval under § 328. See Circle K. Corp. v. Houlihan, Lokey, Howard & Zukin, Inc., 279 F.3d 669, 671 (9th Cir. 2002).

DIP has selected Appraiser for employment because of Appraiser's experience and knowledge in appraising residential real properties, especially high-end properties, which these Properties are. Doc. #52. DIP needs to employ Appraiser because DIP seeks to sell the Properties to generate revenue to pay claims. Id. DIP and Appraiser have entered into an employment agreement for appraisal services dated October 15, 2024 (the "Agreement"), which establish, *inter alia*, Appraiser's engagement for approximately 3 weeks for completion of services after acceptance. Ex. A, Doc. #55. DIP proposes to pay Appraiser a flat fee in the

amount of \$1,500.00 for the appraisal of the Properties with a retainer in the amount of \$750.00 paid upon acceptance and an additional \$400.00 for each hour or fraction thereof in the event Appraiser is called upon to testify in court of deposition. Id.

Appraiser has verified that he has no connection with DIP, DIP's creditors, attorneys, accountants, any other party in interest, or the United States Trustee. Ex. B, Doc. #55; Decl. of Gary Crabtree, Doc. #54. Appraiser believes he is a disinterested person as defined in 11 U.S.C. § 101(14). Crabtree Decl., Doc. #54. The motion does not include a declaration of Debtor testifying as to the need for Debtor to employ Appraiser. Ideally, the motion would include a declaration of Debtor testifying as to the need for the estate to employ Appraiser in addition to the declaration of Appraiser.

After review of the evidence, the court finds that Appraiser does not represent or hold an adverse interest to DIP or to the estate with respect to the matter on which Appraiser is to be employed. DIP requests pre-approval of payment to Appraiser pursuant to § 328. Doc. #52.

Accordingly, pending opposition being raised at the hearing, the court is inclined to GRANT DIP's motion to employ Appraiser in connection with appraisal services. The order authorizing employment of Appraiser shall specifically state that employment of Appraiser has been approved pursuant to 11 U.S.C. § 328.

4. [24-11422](#)-A-12 **IN RE: IGNACIO/CASAMIRA SANCHEZ**
[CAE-1](#)

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

PETER FEAR/ATTY. FOR DBT.

NO RULING.

5. [24-11422](#)-A-12 **IN RE: IGNACIO/CASAMIRA SANCHEZ**
[FW-10](#)

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

CASAMIRA SANCHEZ/MV
PETER FEAR/ATTY. FOR DBT.

NO RULING.

MOTION FOR COMPENSATION FOR MICHAEL JAY BERGER, DEBTORS ATTORNEY(S)
10-2-2024 [[120](#)]

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.

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

The Law Offices of Michael Jay Berger ("Movant"), counsel for the debtor and debtor in possession Ridgeline Capital Investments, LLC ("DIP"), requests allowance of interim compensation in the amount of \$35,055.00 and reimbursement for expenses in the amount of \$1,120.79 for services rendered from June 5, 2024 through September 24, 2024. Doc. #120. No prior fee application has been filed in this case.

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

Movant's services included, without limitation: (1) drafting a motion to sell real property and reply to opposition; (2) preparing bankruptcy schedules and amended schedules; (3) preparing and filing motions for order authorizing employment of general bankruptcy counsel and real estate broker; (4) preparing and appearing at the initial meeting of creditors and continued meeting of creditors; (5) preparing a disclosure statement, liquidating plan, supporting declaration and exhibits; (6) providing general case administration; (7) corresponding with various parties by email; and (8) preparing and filing fee application. Decl. of Michael Jay Berger, Doc. #123; Ex. 1 & 2, Doc. #122. The

court finds the compensation and reimbursement sought by Movant to be reasonable, actual, and necessary.

This motion is GRANTED. The court allows interim compensation in the amount of \$35,055.00 and reimbursement of expenses in the amount of \$1,120.79. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may draw on any retainer held. DIP is authorized to pay the fees allowed by this order from available funds only if the estate is administratively solvent and such payment will be consistent with the priorities of the Bankruptcy Code.

7. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[24-1020](#) [OHS-2](#)

CONTINUED MOTION FOR REMAND
8-28-2024 [[25](#)]

HACIENDA HOMEOWNERS FOR JUSTICE ET AL V. LA HACIENDA
MARC LEVINSON/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to October 31, 2024 at 11:00 a.m.

ORDER: The court will issue an order.

On September 19, 2024, the court issued an order continuing the hearing on the motion or remand to October 30, 2024 at 9:30 a.m. Doc. #37. However, that hearing date is a chapter 11 calendar and not an adversary proceeding calendar. The court granted the stipulation of the parties based on the court's understanding that the parties did not intend to proceed with a substantive hearing on the motion for remand.

On October 16, 2024, Trails End United for Change filed a reply to the opposition to the motion for remand. Doc. #42. Because it appears that the parties seek to have this court hold a substantive hearing on the motion for remand rather than have the motion to remand trail a decision on the debtor's motion to approve its disclosure statement, the hearing on the motion to remand is continued to October 31, 2024 at 11:00 a.m. for a substantive hearing on the motion.

8. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**

MOTION TO USE CASH COLLATERAL
5-9-2024 [[13](#)]

LA HACIENDA MOBILE ESTATES, LLC/MV
GREGORY TAYLOR/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

Notice of this hearing was sent by mail on October 11, 2024, with a hearing date set for October 30, 2024. The relief requested was set for hearing on less than 28 days' notice and is governed by Local Rule of Practice ("LBR") 9014-1(f)(2). Pursuant to LBR 9014-1(f)(2), written opposition was not required, and any opposition may be raised at the hearing. However, the notice of hearing states both that opposition may be raised at the hearing and that opposition must be filed and served no later than fourteen days before the hearing and that failure to file written response may result in the court not considering opposition at the hearing. Because the notice of hearing does not comply with LBR 9014-1(f)(2), this matter is denied without prejudice for improper notice.

9. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
NON-INDIVIDUAL
5-9-2024 [[1](#)]

GREGORY TAYLOR/ATTY. FOR DBT.

NO RULING.

10. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[FW-6](#)

MOTION FOR ORDER AUTHORIZING ESTIMATION OF CLAIMS
10-2-2024 [[277](#)]

LA HACIENDA MOBILE ESTATES, LLC/MV
GREGORY TAYLOR/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

11. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[MHW-3](#)

CHAPTER 11 DISCLOSURE STATEMENT FILED BY DEBTOR LA HACIENDA MOBILE
ESTATES, LLC
9-6-2024 [[243](#)]

GREGORY TAYLOR/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

12. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[MHW-4](#)

MOTION TO EXTEND EXCLUSIVITY PERIOD FOR FILING A CHAPTER 11 PLAN AND
MOTION/APPLICATION TO EXTEND EXCLUSIVITY PERIOD FOR FILING A CHAPTER 11
PLAN AND DISCLOSURE STATEMENT FILED BY DEBTOR LA HACIENDA MOBILE
ESTATES, LLC
10-16-2024 [[294](#)]

LA HACIENDA MOBILE ESTATES, LLC/MV
GREGORY TAYLOR/ATTY. FOR DBT.

NO RULING.

13. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[OHS-3](#)

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
8-30-2024 [[224](#)]

TRAILS END UNITED FOR CHANGE/MV
GREGORY TAYLOR/ATTY. FOR DBT.
MARC LEVINSON/ATTY. FOR MV.

NO RULING.

14. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[OHS-4](#)

MOTION TO DISMISS CASE AND/OR MOTION TO TERMINATE EXCLUSIVITY
10-1-2024 [\[266\]](#)

TRAILS END UNITED FOR CHANGE/MV
GREGORY TAYLOR/ATTY. FOR DBT.
MARC LEVINSON/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

15. [24-12873](#)-A-11 **IN RE: GRIFFIN RESOURCES, LLC**
[WJH-1](#)

MOTION TO EMPLOY RILEY C. WALTER AS ATTORNEY(S)
10-8-2024 [\[22\]](#)

GRIFFIN RESOURCES, LLC/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

Debtor in possession Griffin Resources, LLC ("Debtor" or "DIP") moves pursuant to 11 U.S.C. § 327(a) for authorization to employ Wanger Jones Helsley ("General Counsel") to serve as general counsel during the pendency of the chapter 11 case. Doc. #22.

Section 1107 of the Bankruptcy Code gives DIP all the rights and powers of a trustee and requires DIP perform all the functions and duties of a trustee, subject to certain exceptions not applicable here. 11 U.S.C. § 1107. Section 327(a) of the Bankruptcy Code permits DIP to employ, with court approval, professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" DIP in carrying out DIP's duties under the Bankruptcy Code. 11 U.S.C. § 327(a).

DIP believes employing General Counsel is necessary and essential because of the extensive legal services required to prosecute this chapter 11 bankruptcy case.

Doc. #22. DIP requires General Counsel's services to advise and represent DIP in the bankruptcy case, such as: (1) preparing necessary applications, motions, answers, orders, briefs, reports and other papers in connection with the administration of the estate; (2) developing, negotiating, and promulgating a plan; and (3) general case administration. Id. DIP seeks to pay General Counsel for services rendered from the assets of the estate on an hourly basis at the respective hourly rates of General Counsel as other billable professionals. Doc. #22; Decl. of Riley C. Walter, Doc. #24.

General Counsel has verified there is no connection with DIP and no connection with DIP's creditors, accountants, any other party in interest, or the United States Trustee, as set forth in the motion. Ex. A, Doc. #25, Walter Decl., Doc. #24. General Counsel believes it is a disinterested person as defined in 11 U.S.C. § 101(14). Decl., Doc. #24.

After review of the evidence, the court finds that General Counsel does not represent or hold an adverse interest to DIP or to the estate with respect to the matter on which General Counsel is to be employed.

General Counsel also requests that this court entertain monthly applications for interim compensation pursuant to 11 U.S.C. § 331 if the combined fees and expenses sought exceed \$5,000.00. Doc. #22. Section 331 provides, in relevant part, "any professional person employed under section 327 or 1103 of this title may apply to the court not more than once every 120 days after an order for relief in a case under this title, or more often if the court permits, for such compensation for services rendered before the date of such an application or reimbursement for expenses incurred before such date as is provided under section 330 of this title." 11 U.S.C. § 331. The court will permit monthly applications for interim fees under the limitations requested by General Counsel.

Accordingly, pending opposition being raised at the hearing, the court is inclined to GRANT DIP's motion to employ General Counsel as general counsel in this bankruptcy matter. DIP will be authorized to employ General Counsel. Pursuant to LBR 2014-1(b)(1), the effective date of such employment shall be October 2, 2024. The order authorizing employment of General Counsel shall specify that any compensation or reimbursement from the estate is subject to the court's approval pursuant to 11 U.S.C. § 330(a).

16. [24-12873](#)-A-11 **IN RE: GRIFFIN RESOURCES, LLC**
[WJH-2](#)

MOTION TO EMPLOY DONALD C. OLDAKER AS SPECIAL COUNSEL
10-9-2024 [\[29\]](#)

GRIFFIN RESOURCES, LLC/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

Debtor in possession Griffin Resources, LLC ("Debtor" or "DIP") moves pursuant to 11 U.S.C. § 327(a) for authorization to employ Clifford & Brown ("Special Counsel") to serve as special counsel with respect to oil and gas matters during the pendency of the chapter 11 case. Doc. #29.

Section 1107 of the Bankruptcy Code gives DIP all the rights and powers of a trustee and requires DIP perform all the functions and duties of a trustee, subject to certain exceptions not applicable here. 11 U.S.C. § 1107. Section 327(a) of the Bankruptcy Code permits DIP to employ, with court approval, professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" DIP in carrying out DIP's duties under the Bankruptcy Code. 11 U.S.C. § 327(a).

Special Counsel has represented DIP since May 2022. Ex. A, Doc. #32. DIP requires Special Counsel's services to advise and represent DIP with respect to non-bankruptcy legal services such as: (1) representing DIP in ongoing administrative actions and appeals affecting the DIP and the oil and gas assets of the estate; (2) representing DIP in a pending appeal from an order following judicial review of a previous administrative order issued by the California Geologic Energy Management Division; (3) representing DIP in ongoing civil litigation by and against DIP related to the oil and gas assets of the Estate; (4) assisting DIP with ongoing regulatory issues regarding DIP's business operations and assets; and (5) representing DIP in ongoing derivative action. Doc. #29; Decl. of Donald C. Oldaker, Doc. #31.

Special Counsel has verified there is no connection with DIP and no connection with DIP's creditors, accountants, any other party in interest, or the United States Trustee, as set forth in the motion. Ex. A, Doc. #32; Oldaker Decl., Doc. #31. Special Counsel believes it is a disinterested person as defined in 11 U.S.C. § 101(14). Decl., Doc. #31. The motion does not include a declaration of Debtor testifying as to the need for Debtor to employ Special Counsel. Ideally, the motion would include a declaration of Debtor testifying as to the need for the estate to employ Special Counsel in addition to the declaration of Special Counsel.

After review of the evidence, the court finds that Special Counsel does not represent or hold an adverse interest to DIP or to the estate with respect to the matter on which Special Counsel is to be employed.

Special Counsel also requests that this court entertain monthly applications for interim compensation pursuant to 11 U.S.C. § 331 if the combined fees and expenses sought exceed \$5,000.00. Doc. #29. Section 331 provides, in relevant part, "any professional person employed under section 327 or 1103 of this title may apply to the court not more than once every 120 days after an order for relief in a case under this title, or more often if the court permits, for such compensation for services rendered before the date of such an application or reimbursement for expenses incurred before such date as is provided under

section 330 of this title." 11 U.S.C. § 331. The court will permit monthly applications for interim fees under the limitations requested by Special Counsel.

Accordingly, pending opposition being raised at the hearing, the court is inclined to GRANT DIP's motion to employ Special Counsel as special counsel with respect to the in this bankruptcy matter. Pursuant to LBR 2014-1(b)(1), the effective date of such employment shall be October 2, 2024. The order authorizing employment of Special Counsel shall specify that any compensation or reimbursement from the estate is subject to the court's approval pursuant to 11 U.S.C. § 330(a).

17. [24-12873](#)-A-11 **IN RE: GRIFFIN RESOURCES, LLC**
[WJH-3](#)

MOTION TO EMPLOY IMPOSSIBLE SERVICES GROUP, INC. AS CONSULTANT(S)
10-11-2024 [\[35\]](#)

GRIFFIN RESOURCES, LLC/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

Debtor in possession Griffin Resources, LLC ("Debtor" or "DIP") moves pursuant to 11 U.S.C. § 327(a) for authorization to employ Impossible Services Group, Inc. ("Consultant") to serve as a business consultant during the pendency of the chapter 11 case. Doc. #35; Decl. of Stephen J. Griffin, Doc. #37.

Section 1107 of the Bankruptcy Code gives DIP all the rights and powers of a trustee and requires DIP perform all the functions and duties of a trustee, subject to certain exceptions not applicable here. 11 U.S.C. § 1107. Section 327(a) of the Bankruptcy Code permits DIP to employ, with court approval, professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" DIP in carrying out DIP's duties under the Bankruptcy Code. 11 U.S.C. § 327(a).

DIP believes employing Consultant is necessary and essential because of the extensive nature of DIP's business operations. Doc. #35. DIP requires Consultant's services to advise DIP as a business consultant, such as:
(1) assisting DIP in the administrative and reporting aspects of this chapter 11 case; (2) assisting DIP in communications with the Subchapter V Trustee and

secured creditors; (3) evaluating claims, litigation support and preparing reports for regulators; and (4) other consulting and litigation services as needed. Doc. #35; Decl. of Aaron G. Chambers, Doc. #38.

Consultant has verified there is no connection with DIP and no connection with DIP's creditors, accountants, any other party in interest, or the United States Trustee, as set forth in the motion. Ex. A, Doc. #39; Chambers Decl., Doc. #38. Consultant believes it is a disinterested person as defined in 11 U.S.C. § 101(14). Chambers Decl., Doc. #38.

After review of the evidence, the court finds that Consultant does not represent or hold an adverse interest to DIP or to the estate with respect to the matter on which Consultant is to be employed.

Consultant also requests that this court entertain monthly applications for interim compensation pursuant to 11 U.S.C. § 331 if the combined fees and expenses sought exceed \$5,000.00. Doc. #35. Section 331 provides, in relevant part, "any professional person employed under section 327 or 1103 of this title may apply to the court not more than once every 120 days after an order for relief in a case under this title, or more often if the court permits, for such compensation for services rendered before the date of such an application or reimbursement for expenses incurred before such date as is provided under section 330 of this title." 11 U.S.C. § 331. The court will permit monthly applications for interim fees under the limitations requested by Consultant.

Accordingly, pending opposition being raised at the hearing, the court is inclined to GRANT DIP's motion to employ Consultant as consultant in this bankruptcy matter. DIP will be authorized to employ Consultant. Pursuant to LBR 2014-1(b)(1), the effective date of such employment shall be October 2, 2024. The order authorizing employment of Consultant shall specify that any compensation or reimbursement from the estate is subject to the court's approval pursuant to 11 U.S.C. § 330(a).

18. [23-12784](#)-A-11 **IN RE: KODIAK TRUCKING INC.**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
12-15-2023 [\[1\]](#)

PETER FEAR/ATTY. FOR DBT.

NO RULING.

19. [23-12784](#)-A-11 **IN RE: KODIAK TRUCKING INC.**
[FW-9](#)

CONTINUED CONFIRMATION HEARING RE: CHAPTER 11 SMALL BUSINESS PLAN
3-14-2024 [[191](#)]

PETER FEAR/ATTY. FOR DBT.
RESPONSIVE PLEADING
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the Subchapter V Plan Dated March 14, 2024 on October 16, 2024.
Doc. #362.

20. [24-12295](#)-A-11 **IN RE: BURT ELECTRIC & COMMUNICATIONS, INC.**
[YW-3](#)

CONTINUED MOTION TO VALUE COLLATERAL OF KAPITUS, LLC
8-14-2024 [[31](#)]

BURT ELECTRIC & COMMUNICATIONS, INC./MV
LEONARD WELSH/ATTY. FOR DBT.
CONT'D TO 11/20/24 PER ECF ORDER #85

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

DISPOSITION: Continued to November 20, 2024 at 9:30 a.m.

NO ORDER REQUIRED.

On October 9, 2024, the court issued an order on stipulation continuing the
motion to value collateral to November 20, 2024 at 9:30 a.m. Doc. #85

11:00 AM

1. [24-12392](#)-A-7 **IN RE: RAFAEL/MARIA SAMANO**

PRO SE REAFFIRMATION AGREEMENT WITH TOYOTA MOTOR CREDIT CORPORATION
10-7-2024 [[14](#)]

NO RULING.

1:30 PM

1. [24-12209](#)-A-7 **IN RE: LUCIO/CORINA LOPEZ**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
10-7-2024 [[19](#)]

MARK ZIMMERMAN/ATTY. FOR DBT.
\$34.00 FILING FEE PAID 10/16/24

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the filing fees now due have been paid.

2. [24-12111](#)-A-7 **IN RE: ARMANDO SANCHEZ**
[TCS-2](#)

MOTION TO AVOID LIEN OF CREDIT CONSULTING SERVICES, INC.
10-2-2024 [[21](#)]

ARMANDO SANCHEZ/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice include the names and addresses of persons who must be served with any opposition. The notice of hearing also does not comply with LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing. The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules.

Armando Sanchez ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Credit Consulting Services, Inc. ("Creditor") on the residential real property commonly referred to as 6686 E. Woodward Avenue, Fresno, California 93727 (the "Property"). Doc. #21; Schedule C & D, Doc. #1.

In order to avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). 11 U.S.C. § 522(f)(1); Goswami v. MTC Distrib. (In re Goswami), 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting In re Mohring, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992)).

Debtor filed the bankruptcy petition on July 25, 2024. Doc. #1. A judgment was entered against Armando Sanchez in the amount of \$15,594.23 in favor of Creditor on November 7, 2013, and renewed on December 6, 2022. Ex. B, Doc. #23. The abstract of judgment was recorded pre-petition in Fresno County on March 10, 2023, as document number 2023-0021774. Ex. B, Doc. #23. The lien attached to Debtor's interest in the Property located in Fresno County. Doc. #21. The Property also is encumbered by a lien in favor of Mrc/united Wholesale M in the amount of \$343,411.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$180,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtor asserts a market value for the Property as of the petition date at \$496,000.00. Schedule A/B, Doc. #1.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$15,594.23
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$343,411.00
Amount of Debtor's claim of exemption in the Property	+	\$180,000.00
		\$539,005.23
Value of Debtor's interest in the Property absent liens	-	\$496,000.00
Amount Creditor's lien impairs Debtor's exemption		\$43,005.23

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided.

Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1). Accordingly, this motion is GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

3. [24-11112](#)-A-7 **IN RE: JOSHUA O'BANNON**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-20-2024 [\[28\]](#)

JPMORGAN CHASE BANK, N.A./MV
HAGOP BEDOYAN/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.
DISCHARGED 08/05/2024

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

DISPOSITION: Granted in part and denied as moot in part.

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

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

As a procedural matter, the attachment to the certificate of service filed with the motion (Doc. #34) shows the debtor was served at a P.O. Box. Federal Rules of Bankruptcy Procedure ("Rule") 4001(a)(1) and 9014(b) require service of a motion for relief from the automatic stay to be made pursuant to Rule 7004.

Rule 7004(b)(1) provides that service upon an individual be made "by mailing a copy of the summons and complaint to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession." Because the moving party did not serve debtor at his dwelling house with this motion by first class mail as required by Rule 7004(b)(1), the motion was not served properly on the debtor. However, because the debtor's discharge has already been entered in this case rendering relief from stay as to the debtor moot, the court will not deny the motion for improper service on the debtor.

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtor's interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtor's discharge was entered on August 5, 2024. Doc. #20. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, JPMorgan Chase Bank, N.A. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2021 GMC Sierra 1500, VIN: 1GTP9EEL9MZ452146 ("Vehicle"). Doc. #28.

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).

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least seven complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$7,634.80. Decl. of Vanessa Ruesga, Doc. #32.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit 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.

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

4. [20-11218](#)-A-7 **IN RE: KRISTINE ALLISON**
[ICE-2](#)

MOTION TO AMEND ORDER ON MOTION/APPLICATION TO COMPROMISE
CONTROVERSY/APPROVE SETTLEMENT AGREEMENT
9-23-2024 [[30](#)]

IRMA EDMONDS/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.

NO RULING.

MOTION FOR COMPENSATION FOR SOUSA AND COMPANY, LLP, ACCOUNTANT(S)
10-2-2024 [[479](#)]

JACOB EATON/ATTY. FOR DBT.
SHANON SLACK/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.

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

Sousa and Company LLP ("Movant"), accountants for chapter 7 trustee David M. Sousa ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from December 1, 2021 through July 20, 2024. Doc. #479. Movant provided accounting services valued at \$20,929.40, and requests compensation for that amount. Doc. #479. Movant requests no reimbursement for expenses. Three prior interim fee applications have been submitted and granted by the court in the aggregate amount of \$127,165.88. Order, Doc. #263; Order, Doc. #323; Order, Doc. #426. This is Movant's fourth and final fee application.

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

Movant's services included, without limitation: (1) adjusting books and records from accrual basis to cash basis for taxation purposes; (2) preparing and reviewing income tax returns and partnership tax returns; (3) reviewing and comparing certain transactions covering a six-year period relevant to the bankruptcy related litigation; (4) communicating and consulting with Trustee; and (5) providing general bookkeeping and accounting services. Ex. 1, Doc. ##481,

482; Decl. of David M. Sousa, Doc. #483. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

Movant also requests the court conduct a final review pursuant to 11 U.S.C. § 330 of all fees and expenses previously allowed pursuant to 11 U.S.C. § 331 on an interim basis. Specifically, Movant seeks final allowance of fees and expenses previously awarded in three interim applications in the aggregate amount of \$127,165.88. The court approves on a final basis all fees and expenses of Movant previously allowed on an interim basis.

This motion is GRANTED. The court allows on a final basis compensation in the amount of \$20,929.40 and no reimbursement for expenses. Trustee is authorized to make a payment of \$20,929.40, representing compensation, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code. The court also allows on a final basis all fees and expenses previously allowed to Movant on an interim basis, in the aggregate amount of \$127,165.88.

6. [18-14920-A-7](#) **IN RE: SOUTH LAKES DAIRY FARM, A CALIFORNIA GENERAL PARTNERSHIP**
[SJS-11](#)

MOTION FOR COMPENSATION FOR R. CLIFFORD & ASSOCIATES, SPECIAL COUNSEL(S)
10-2-2024 [[485](#)]

JACOB EATON/ATTY. FOR DBT.
SHANON SLACK/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.

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

R. Clifford & Associates ("Movant"), special counsel for chapter 7 trustee David M. Sousa ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from August 13, 2021 through

January 30, 2022. Doc. #485. Movant provided legal services valued at \$58,471.50, and requests compensation for that amount. Doc. #485. Movant requests reimbursement for expenses in the amount of \$159.70. Doc. #485. One prior interim fee application has been submitted and granted by the court totaling \$92,955.78. Order, Doc. #390. This is Movant's second and final fee application.

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

Movant's services included, without limitation: (1) drafting and reviewing motion for summary judgment; (2) researching and preparing for cross-motion for summary judgment; (3) drafting evidentiary objections to various declarations; (4) preparing responses to statement of undisputed facts; (5) drafting and finalizing evidentiary objections; (6) communicating with Trustee regarding status of litigation; (7) communicating with opposing counsel regarding litigation and discovery; and (8) preparing and filing fee and employment applications. Exs. 1-3, Doc. ##488-491; Decl. of Shanon J. Slack, Doc. #487. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

Movant also requests the court conduct a final review pursuant to 11 U.S.C. § 330 of all fees and expenses previously allowed pursuant to 11 U.S.C. § 331 on an interim basis. Specifically, Movant seeks final allowance of fees and expenses previously awarded in one interim applications in the aggregate amount of \$92,955.78. The court approves on a final basis all fees and expenses of Movant previously allowed on an interim basis.

This motion is GRANTED. The court allows on a final basis compensation in the amount of \$58,471.50 and reimbursement for expenses in the amount of \$159.70. Trustee is authorized to make a combined payment of \$58,631.20, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code. The court also allows on a final basis all fees and expenses previously allowed to Movant on an interim basis, in the aggregate amount of \$92,955.78.

MOTION FOR COMPENSATION FOR BLAKELEY LLP, SPECIAL COUNSEL(S)
10-2-2024 [\[493\]](#)

JACOB EATON/ATTY. FOR DBT.
SHANON SLACK/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.

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

Slack Law Group APC on behalf of Blakeley LLP ("Movant"), former special counsel for chapter 7 trustee David M. Sousa, requests the court conduct a final review pursuant to 11 U.S.C. § 330 of all fees and expenses previously allowed pursuant to 11 U.S.C. § 331 on an interim basis. Doc. #493. Specifically, Movant seeks final allowance of the following compensation and reimbursement for expenses previously awarded to Movant:

Date of Hearing	Fees and Costs Allowed	Doc. #
July 24, 2019	\$9,484.30	180
February 5, 2020	\$94,868.81	264
July 22, 2020	\$22,991.05	321
Total	\$127,344.16	

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

This motion is GRANTED. The court finds all fees and expenses of Movant previously allowed on an interim basis are reasonable and necessary. The court

allows on a final basis all fees and expenses previously allowed to Movant on an interim basis, as set forth in the above chart.

8. [18-14920](#)-A-7 **IN RE: SOUTH LAKES DAIRY FARM, A CALIFORNIA GENERAL PARTNERSHIP**
[SJS-13](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF BAKER MANOCK & JENSEN, PC
TRUSTEES ATTORNEY(S)
10-2-2024 [[496](#)]

JACOB EATON/ATTY. FOR DBT.
SHANON SLACK/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.

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

Slack Law Group APC on behalf of Baker Manock & Jensen, PC ("Movant"), former general counsel for chapter 7 trustee David M. Sousa, requests the court conduct a final review pursuant to 11 U.S.C. § 330 of all fees and expenses previously allowed pursuant to 11 U.S.C. § 331 on an interim basis. Doc. #493. Specifically, Movant seeks final allowance of the following compensation and reimbursement for expenses previously awarded to Movant:

Date of Hearing	Fees and Costs Allowed	Doc. #
July 29, 2019	\$13,582.55	178
July 22, 2020	\$30,583.69	322
July 14, 2021	\$21,709.00	374
Total	\$65,875.24	

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 11 case. 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a professional

person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

This motion is GRANTED. The court finds all fees and expenses of Movant previously allowed on an interim basis are reasonable and necessary. The court allows on a final basis all fees and expenses previously allowed to Movant on an interim basis, as set forth in the above chart.

9. [18-14920](#)-A-7 **IN RE: SOUTH LAKES DAIRY FARM, A CALIFORNIA GENERAL PARTNERSHIP**
[SJS-15](#)

MOTION FOR COMPENSATION FOR DAVID M. SOUSA, CHAPTER 7 TRUSTEE(S)
10-2-2024 [[499](#)]

DAVID SOUSA/MV
JACOB EATON/ATTY. FOR DBT.
SHANON SLACK/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.

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

David M. Sousa ("Trustee"), the chapter 7 trustee, requests allowance of final compensation and reimbursement for expenses for services rendered as trustee in this case. Doc. #499. Movant provided trustee services valued at \$107,008.97, and requests compensation for that amount. Id. Movant requests no reimbursement for expenses. Since being appointed to this case on January 27, 2022, Trustee administered the estate, employed counsel and accountants, disposed of estate property, reviewed and reconciled financial records, and prepared final filings. Order, Doc. #403; Ex. 1, Doc. #501, 502.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a chapter 7 trustee. 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded a chapter 7 trustee, the court

shall treat such compensation as a commission, based on § 326 of the Bankruptcy Code. 11 U.S.C. § 330(a)(7). Here, Trustee demonstrates reasonable compensation in accordance with the statutory framework of § 326. Ex. 1, Doc. #501. Further, the court finds Trustee's services and requested expenses were actual and necessary to the administration of this estate.

This motion is GRANTED. The court allows statutory compensation in the amount of \$107,008.97 and no reimbursement for expenses.

10. [18-14920](#)-A-7 **IN RE: SOUTH LAKES DAIRY FARM, A CALIFORNIA GENERAL PARTNERSHIP**
[SJS-9](#)

MOTION FOR COMPENSATION FOR SHANON J. SLACK, TRUSTEES ATTORNEY(S)
10-2-2024 [\[470\]](#)

JACOB EATON/ATTY. FOR DBT.
SHANON SLACK/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.

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

Slack Law Group APC ("Movant"), general counsel for chapter 7 trustee David M. Sousa ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from July 14, 2022 through September 25, 2024. Doc. #470. Movant provided legal services valued at \$121,637.88, and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of \$714.20. Id. One prior fee application has been approved authorizing interim compensation in the amount of \$113,009.50 and reimbursement of expenses in the amount of \$1,795.00. Order, Doc. #450. This is Movant's second and final fee application.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). In determining the

amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) reviewing all interim application packages for previous professionals awarded fees on an interim basis; (2) drafting final fee application packages for all professionals and Trustee; (3) preparing and filing employment application for Movant as general counsel; (4) corresponding by phone and email with various parties; (5) reviewing settlement offers; (6) researching and drafting injunction against the disbursement of proceeds of a non-bankruptcy and non-protected asset to debtors; (7) preparing for and attending settlement conference; (8) drafting and preparing pre-trial briefs; (9) reviewing discovery and prior filings in preparation for trial; and (10) general case administration. Doc. #470; Exs. 1-3, Doc. ##474-477. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

Movant also requests the court conduct a final review pursuant to 11 U.S.C. § 330 of all fees and expenses previously allowed pursuant to 11 U.S.C. § 331 on an interim basis. Specifically, Movant seeks final allowance of fees and expenses previously awarded in one interim applications in the aggregate amount of \$114,805.50. The court approves on a final basis all fees and expenses of Movant previously allowed on an interim basis.

This motion is GRANTED. The court allows on a final basis compensation in the amount of \$121,637.88 and reimbursement for expenses in the amount of \$714.20. Trustee is authorized to make a combined payment of \$122,352.08, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code. The court also allows on a final basis all fees and expenses previously allowed to Movant on an interim basis, in the aggregate amount of \$114,805.50.

11. [24-12623](#)-A-7 **IN RE: BRENDA HERRERA DE MORALES AND JAVIER MORALES**
[EAT-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-30-2024 [\[24\]](#)

DEUTSCHE BANK TRUST COMPANY AMERICAS/MV
CASSANDRA RICHEY/ATTY. FOR MV.
DISMISSED 10/8/24

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

DISPOSITION: Granted as to relief under 11 U.S.C. § 362(d)(4); denied as moot as to relief under 11 U.S.C. § 362(d)(1).

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of

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

The movant, Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-through Certificates, Series 2007-Q01 ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(4) with respect to real property located at 7237 Anatola Avenue, Van Nuys, California 91406 (the "Property"). Doc. #24. Movant requests relief from the automatic stay to proceed under applicable non-bankruptcy law to exercise its rights and remedies to foreclose upon and obtain possession of the Property. Id. Movant contends that Brenda Griselda Herrera De Morales ("Debtor") is the recipient of an unauthorized transfer of an interest in the Property. Id. Multiple bankruptcy cases have been filed and unauthorized transfers have occurred to prevent the foreclosure of the Property. Id.

Debtor and Javier Morales ("Co-Debtor", and together with Debtor, "Debtors") filed this chapter 7 bankruptcy case in pro per on September 9, 2024. Doc. #1. This bankruptcy case was dismissed on October 9, 2024 for Debtors' incomplete filing of their petition and failure to timely file all required documents. Order, Doc. #34. Therefore, the request for relief pursuant to 11 U.S.C. § 362(d)(1) is moot pursuant to 11 U.S.C. § 362(c)(2)(B). In the dismissal order, however, the court retained jurisdiction to rule on and enter an order with respect to Movant's request for relief from stay pursuant to 11 U.S.C. § 362(d)(4). Order, Doc. #34.

Section 362(d)(4) of the Bankruptcy Code allows the court to grant relief from the stay with respect to real property

if the court finds that the filing of the [bankruptcy] petition was part of a scheme to delay, hinder, or defraud creditors that involved either [] a transfer of all or part ownership of, or other interest in such real property without the consent of the secured creditor or court approval; or [] multiple bankruptcy filings affecting such real property.

11 U.S.C. § 362(d)(4). To obtain relief under § 362(d)(4), the court must affirmatively find: (1) the debtor's bankruptcy filing is part of a scheme; (2) the object of the scheme is to delay, hinder, or defraud creditors; and (3) the scheme involves either (i) the transfer of some interest in real property without the secured creditor's consent or court approval or (ii) multiple bankruptcy filings affecting the property. First Yorkshire Holdings, Inc. v. Pacifica L 22 (In re First Yorkshire Holdings, Inc.), 470 B.R. 864, 870-71 (B.A.P. 9th Cir. 2011).

"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). Because direct evidence of a scheme is uncommon, "the court must infer the existence and contents of a scheme from circumstantial evidence. The party claiming such a scheme must present evidence sufficient for the trier of fact to infer the existence and content of the scheme." Id.; see Jimenez v. ARCPE 1, LLP (In re Jimenez), 613 B.R. 537, 545 (B.A.P. 9th Cir. 2020).

Movant holds a first-priority security interest in the Property pursuant to a pre-petition loan ("Loan") made originally by Homefield Financial, Inc. to Erlinda Reyes ("Borrower") and later assigned to Movant. Ex. 2, Doc. #27. Borrower defaulted on the Loan by not making paying all payments due under the Loan since October 1, 2019. Decl. of Mary Garcia, Doc. #26. Pre-petition, Movant initiated non-judicial foreclosure proceedings of the Property on August 7, 2023 by recording a notice of default. Id. A notice of trustee's sale was recorded on July 5, 2024, scheduling an initial foreclosure's sale of the Property for August 8, 2024, and subsequently scheduled for September 19, 2024. Id.

Foreclosure of the Property was stayed multiple times based on the following:

- (1) On July 31, 2024, debtors Calvin Patton and Elena Simmons filed a chapter 7 bankruptcy petition ("Simmons Case"). Case. No. 24-23368 (Bankr. E.D. Cal.), Doc. #1. Without Movant's knowledge or consent, Elena Simmons purportedly acquired an interest in the Property by way of a grant deed recorded post-petition, on or about August 8, 2024. Garcia Decl., Doc. #26. Due to the notification of the filing of the Simmons Case, Movant postponed the foreclosure sale scheduled for August 8, 2024. Id. An order dismissing the Simmons Case for failure to timely file documents was entered on August 29, 2024. Case. No. 24-23368, Doc. #33.
- (2) On September 9, 2024, Debtors filed this chapter 7 bankruptcy petition. Doc. #1. Without Movant's knowledge or consent, Debtor purportedly acquired an interest in the Property by way of a grant deed recorded post-petition, on or about September 19, 2024. Garcia Decl., Doc. #26. Due to the notification of the filing of Debtors' bankruptcy case, Movant postponed the foreclosure sale scheduled for September 19, 2024. Id.

The court finds that Movant has made the requisite showing for relief under § 362(d)(4). Specifically, the court finds that Debtors' bankruptcy case was part of a scheme, and the objective of that scheme was to delay and hinder Movant's ability to foreclose on the Property. In addition, the scheme involved both the unauthorized transfer of some interest in the Property without Movant's consent as well as multiple bankruptcy filings affecting the Property. Based on the evidence before the court, Borrower transferred an interest in the Property without Movant's consent at least two separate times, including the most recent transfer to Debtor, resulting in the Property being subject to a pending bankruptcy case at least twice before Movant's scheduled foreclosure sale of the Property. Garcia Decl., Doc. #26. An interest in the Property was transferred after each of the prior bankruptcy cases were filed. Id.; Doc. #1; Case. No. 24-23368 (Bankr. E.D. Cal.), Doc. #1.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(4) and the order shall be binding in any other case under Title 11 of the United States Code purporting to affect the Property for two years after the date of the entry of the order.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the actions of Debtors were part of a scheme to hinder and delay Movant's foreclosure sale.

12. [15-14425](#)-A-7 **IN RE: DAVID/DEBBIE GUTIERREZ**
[DMG-4](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT, MOTION
FOR COMPENSATION BY THE LAW OFFICE OF DONAHOO & ASSOCIATES, P.C. FOR
RICHARD DONAHOO, SPECIAL COUNSEL(S)
9-24-2024 [\[57\]](#)

JEFFREY VETTER/MV
R. BELL/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the motion on September 25, 2024. Doc. #64.

13. [24-10132](#)-A-7 **IN RE: SANDRA SAELEAW**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-23-2024 [\[39\]](#)

CAPITAL ONE AUTO FINANCE/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.
DISCHARGED 04/29/2024

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

DISPOSITION: Granted in part and denied as moot in part.

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

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

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtor's interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtor's discharge was entered on April 29, 2024. Doc. #39. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, 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 a 2020 Toyota Camry, VIN: 4T1C11AK6LU317046 ("Vehicle"). Doc. #39.

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 any 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 the debtor has failed to make at least seven complete post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$3,961.09. Decl. of Yvette Hutchinson, Doc. #41. The debtor's statement of intention indicates that the debtor intends to surrender the Vehicle. Doc. #1.

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 the debtor is in chapter 7. Movant values the Vehicle at \$19,328.00 and the amount owed to Movant is \$26,129.11. Hutchinson Decl., Doc. #41.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit 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.

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

14. [24-11853](#)-A-7 **IN RE: KEY ELECTRIC, INC.**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-18-2024 [\[54\]](#)

ALLY BANK/MV
LEONARD WELSH/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Federal Rules of Bankruptcy Procedure ("Rule") 4001(a)(1) and 9014(b) require service of a motion for relief from the automatic stay to be made pursuant to Rule 7004. Service of the motion on Key Electric, Inc. ("Debtor") does not satisfy Rule 7004. Rule 7004(b)(3) provides that service upon a domestic corporation be mailed "to the attention of an officer, managing or general agent, or to any other agent authorized by appointment or law to receive service of process[.]" Fed. R. Bankr. P. 7004(b)(3). The certificate of service filed in connection with this motion does not show that Debtor, which is a corporation, was served to the attention of anyone.

Accordingly, this motion is DENIED WITHOUT PREJUDICE for improper service.

15. [24-11853](#)-A-7 **IN RE: KEY ELECTRIC, INC.**
[AP-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-18-2024 [\[61\]](#)

ALLY BANK/MV
LEONARD WELSH/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Federal Rules of Bankruptcy Procedure ("Rule") 4001(a)(1) and 9014(b) require service of a motion for relief from the automatic stay to be made pursuant to Rule 7004. Service of the motion on Key Electric, Inc. ("Debtor") does not satisfy Rule 7004. Rule 7004(b)(3) provides that service upon a domestic corporation be mailed "to the attention of an officer, managing or general agent, or to any other agent authorized by appointment or law to receive service of process[.]" Fed. R. Bankr. P. 7004(b)(3). The certificate of service filed in connection with this motion does not show that Debtor, which is a corporation, was served to the attention of anyone.

Accordingly, this motion is DENIED WITHOUT PREJUDICE for improper service.

16. [24-11853](#)-A-7 **IN RE: KEY ELECTRIC, INC.**
[AP-3](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-18-2024 [\[68\]](#)

ALLY BANK/MV
LEONARD WELSH/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Federal Rules of Bankruptcy Procedure ("Rule") 4001(a)(1) and 9014(b) require service of a motion for relief from the automatic stay to be made pursuant to Rule 7004. Service of the motion on Key Electric, Inc. ("Debtor") does not satisfy Rule 7004. Rule 7004(b)(3) provides that service upon a domestic corporation be mailed "to the attention of an officer, managing or general agent, or to any other agent authorized by appointment or law to receive service of process[.]" Fed. R. Bankr. P. 7004(b)(3). The certificate of service filed in connection with this motion does not show that Debtor, which is a corporation, was served to the attention of anyone.

Accordingly, this motion is DENIED WITHOUT PREJUDICE for improper service.

17. [24-12656](#)-A-7 **IN RE: JOAO/KERIE AZEVEDO**
[DJP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
10-16-2024 [\[22\]](#)

FAGUNDES, FAGUNDES, FAGUNDES, A CALIFORNIA GENERAL
T. O'TOOLE/ATTY. FOR DBT.
DON POOL/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if the debtors consent to improper service of 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.

This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2). However, the attachment to the certificate of service filed with the motion (Doc. #28) shows

debtors Joao Vitor Azevedo and Kerie Marie Azevedo (together, "Debtors") were served at a P.O. Box and not at Debtors' residence. Federal Rules of Bankruptcy Procedure ("Rules") 4001(a)(1) and 9014(b) require service of a motion for relief from the automatic stay to be made pursuant to Rule 7004. Rule 7004(b)(1) provides that service upon an individual be made "by mailing a copy of the summons and complaint to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession." Service of a motion on a P.O. Box does not satisfy Rule 7004(b)(1). See Berry v. United States Tr. (In re Sustaita), 438 B.R. 198, 208-209 (B.A.P. 9th Cir. 2010). Because the moving party did not serve Debtors with this motion by first class mail at their dwelling house as required by Rule 7004(b)(1), the motion was not served properly on Debtors.

Unless Debtors consent to improper service of the motion, this motion will be denied without prejudice. If Debtors consent to the improper service, the court will proceed with the hearing on the motion. If the hearing proceeds as scheduled, 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 movant, Fagundes, Fagundes, Fagundes, a California general partnership ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to real property located at 5725 Ehrlich Road, Turlock, California (the "Property"). Doc. #22. Debtors filed this chapter 7 bankruptcy case on September 12, 2024. Doc. #1. Movant is the lessor on an unexpired lease of the Property and requests relief from the automatic stay to permit Movant to exercise its state law rights to obtain possession of the Property and its abandoned trade fixtures and personal property located thereon. Doc. #22; Decl. of Philip Fagundes, Doc. #25.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause. "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).

The court finds that cause exists to lift the stay to permit Movant to pursue its state law rights to recover possession of the Property and its abandoned trade fixtures and personal property located thereon. Movant is a creditor by virtue of a dairy lease with Debtors on the Property. Fagundes Decl., Doc. #25. In September 2019, Movant and Debtors entered into an agreement to lease the Property and dairy-related trade fixtures and equipment on the Property on the terms and conditions set forth in the written lease ("Lease Agreement"). Fagundes Decl., Doc. #25; Ex. A, Doc. #26. In the Lease Agreement, Debtors agreed to make monthly rent payments of \$18,575.00 for a five-year term ending September 30, 2024. Id. On March 5, 2024, the Lease Agreement was amended, with Movant and Debtors agreeing to modify the monthly rent from \$18,575.00 to \$21,000.00 and extend the lease term from September 30, 2024 to March 31, 2029. Fagundes Decl., Doc. #25; Ex. B, Doc. #26.

Post-petition, as of October 1, 2024, Debtors are in default for their rent payment in the amount of \$21,000.00. Fagundes Decl., Doc. #25. Additionally, on September 4, 2024 to September 6, 2024, Overland Stock Yards auctioned off all of Debtors' heifers and dairy cows on the Property, and Debtors have since removed their personal property and vacated the Property. Id. Currently, the Property is unoccupied, and Movant's remaining dairy fixtures and milking equipment are

unprotected. *Id.* Further, because of Debtors' failure to make the monthly payments due and because Debtors abandoned the Property, Movant recovering possession of the Property will not prejudice the interests of other creditors. Finally, the interests of judicial economy favor granting relief from the automatic stay so Movant can recover possession of the abandoned property and its abandoned trade fixtures.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to proceed under applicable nonbankruptcy law to pursue its state law rights to recover possession of the Property and its abandoned trade fixtures and personal property located thereon from Debtors. No other relief is awarded.

Because Debtors' lease of the Property has expired, the 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived to permit Movant to proceed under applicable nonbankruptcy law to pursue its state law rights to recover possession of the Property and its abandoned trade fixtures and personal property located thereon from Debtors.

18. [24-12656](#)-A-7 **IN RE: JOAO/KERIE AZEVEDO**
[DJP-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
10-16-2024 [\[29\]](#)

FOREBAY FARMS, LLC, A CALIFORNIA LIMITED LIABILITY
T. O'TOOLE/ATTY. FOR DBT.
DON POOL/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if the debtors consent to improper service of 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.

This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2). However, the attachment to the certificate of service filed with the motion (Doc. #35) shows debtors Joao Vitor Azevedo and Kerie Marie Azevedo (together, "Debtors") were served at a P.O. Box and not at Debtors' residence. Federal Rules of Bankruptcy Procedure ("Rules") 4001(a)(1) and 9014(b) require service of a motion for relief from the automatic stay to be made pursuant to Rule 7004. Rule 7004(b)(1) provides that service upon an individual be made "by mailing a copy of the summons and complaint to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession." Service of a motion on a P.O. Box does not satisfy Rule 7004(b)(1). See Berry v. United States Tr. (In re Sustaita), 438 B.R. 198, 208-209 (B.A.P. 9th Cir. 2010). Because the moving party did not serve Debtors with this motion by first class mail at their dwelling house as required by Rule 7004(b)(1), the motion was not served properly on Debtors.

Unless Debtors consent to improper service of the motion, this motion will be denied without prejudice. If Debtors consent to the improper service, the court will proceed with the hearing on the motion. If the hearing proceeds as scheduled, 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 movant, Forebay Farms, LLC, a California limited liability company ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to real property located at 18128 American Avenue, Hilmar, California (the "Property"). Doc. #29. Debtors filed this chapter 7 bankruptcy case on September 12, 2024. Doc. #1. Movant is the lessor on an unexpired lease of the Property and requests relief from the automatic stay to permit Movant to exercise its state law rights to obtain possession of the Property and its abandoned trade fixtures and personal property located thereon. Doc. #29; Decl. of Philip Fagundes, Doc. #32.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause. "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).

The court finds that cause exists to lift the stay to permit Movant to pursue its state law rights to recover possession of the Property and its abandoned trade fixtures and personal property located thereon. Movant is a creditor by virtue of a dairy lease and farm ground agreement with Debtors on the Property. Fagundes Decl., Doc. #32. On March 15, 2024, Movant and Debtors entered into an agreement to lease the Property and all dairy and farming-related trade fixtures and equipment on the Property on the terms and conditions set forth in the written lease ("Lease Agreement"). Fagundes Decl., Doc. #32; Ex. A, Doc. #33. In the Lease Agreement, Debtors agreed to make monthly rent payments of \$28,000.00 for a five-year term ending March 31, 2019. Id.

Post-petition, as of October 1, 2024, Debtors are in default for their rent payment in the amount of \$28,000.00. Fagundes Decl., Doc. #32. Additionally, on September 4, 2024 to September 6, 2024, Overland Stock Yards auctioned off all of Debtors' heifers and dairy cows on the Property, and Debtors have since removed their personal property and vacated the Property. Id. Currently, the Property is unoccupied, and Movant's remaining dairy fixtures and milking equipment are unprotected. Id. Further, because of Debtors' failure to make the monthly payments due and because Debtors abandoned the Property, Movant recovering possession of the Property will not prejudice the interests of other creditors. Finally, the interests of judicial economy favor granting relief from the automatic stay so Movant can recover possession of the abandoned property and its abandoned trade fixtures.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to proceed under applicable nonbankruptcy law to pursue its state law rights to recover possession of the Property and its abandoned trade fixtures and personal property located thereon from Debtors. No other relief is awarded.

Because Debtors' lease of the Property has expired, the 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived to permit Movant to proceed under applicable nonbankruptcy law to pursue its state law rights to recover possession

of the Property and its abandoned trade fixtures and personal property located thereon from Debtors.

19. [24-12857](#)-A-7 **IN RE: CARLOS MIRANDA**
[BDB-1](#)

MOTION TO COMPEL ABANDONMENT
10-16-2024 [\[13\]](#)

CARLOS MIRANDA/MV
BENNY BARCO/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

Carlos Hernandez Miranda ("Debtor"), the chapter 7 debtor in this case, moves the court to compel the chapter 7 trustee to abandon business assets, specifically, 2 hair clippers, hair trimmer, shaver, overhead light, hair dryer, and scissors (collectively, the "Property"), that Debtor uses in his sole proprietorship barber business. Doc. #14. Debtor asserts that Debtor has no non-exempt equity in the Property and the Property therefore has no value to the bankruptcy estate. Decl. of Carlos Hernandez Miranda, Doc. #15.

11 U.S.C. § 554(b) permits the court, on request of a party in interest and after notice and a hearing, to order the trustee to abandon property that is burdensome to the estate or of inconsequential value and benefit to the estate. Vu v. Kendall (In re Vu), 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). To grant a motion to abandon property, the bankruptcy court must find either that the property is (1) burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. Id. (citing Morgan v. K.C. Mach. & Tool Co. (In re K.C. Mach. & Tool Co.), 816 F.2d 238, 245 (6th Cir. 1987)). However, "an order compelling abandonment [under § 554(b)] is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset. . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." Id. (quoting K.C. Mach. & Tool Co., 816 F.2d at 246).

Here, Debtor does not allege that the Property is burdensome to the estate. Motion, Doc. #13. Therefore, Debtor must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R.

at 647. The Property is valued at \$1,000.00 and is not encumbered by any lien. Schedule A/B, Doc. #1; Schedule D, Doc. #1. Under California Civil Procedure Code § 703.140, Debtor claims a \$1,000.00 exemption in the Property. Schedule C, Doc. #1; Miranda Decl., Doc. #15. The court finds that Debtor has met his burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

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

20. [24-12959](#)-A-7 **IN RE: FRANCISCO/CARMEN ROMERO**
[PBB-1](#)

MOTION TO COMPEL ABANDONMENT
10-15-2024 [\[8\]](#)

CARMEN ROMERO/MV
PETER BUNTING/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

Francisco Javier Romero and Carmen Romero (together, "Debtors"), the chapter 7 debtors in this case, move the court to compel the chapter 7 trustee to abandon business assets, specifically, a business cellular phone, real estate broker license, sales commission, laptop, copy machine and office desk (collectively, the "Property") and a 2018 Toyota Highlander ("Vehicle"), that debtor Carmen Romero uses in her real estate business. Doc. #8. Debtors assert that Debtors have no non-exempt equity in either the Property or the Vehicle, and the Property and Vehicle therefore have no value to the bankruptcy estate. Decl. of Carmen Romero, Doc. #10.

11 U.S.C. § 554(b) permits the court, on request of a party in interest and after notice and a hearing, to order the trustee to abandon property that is burdensome to the estate or of inconsequential value and benefit to the estate. Vu v. Kendall (In re Vu), 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). To grant a motion to abandon property, the bankruptcy court must find either that the property is (1) burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. Id. (citing Morgan v. K.C. Mach. & Tool Co. (In re K.C. Mach. & Tool Co.), 816 F.2d 238, 245 (6th Cir. 1987)). However, "an order compelling abandonment [under § 554(b)] is the exception, not the rule.

Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset. . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered.” Id. (quoting K.C. Mach. & Tool Co., 816 F.2d at 246).

Here, Debtors do not allege that either the Property or the Vehicle is burdensome to the estate. Motion, Doc. #8. Therefore, Debtors must establish that the Property and the Vehicle are of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. The Property is valued at \$2,700.00, the Vehicle is valued at \$16,802.00, and neither are encumbered by any lien. Schedule A/B, Doc. #1; Schedule D, Doc. #1. Under California Civil Procedure Code § 703.140, Debtors claim a \$21,550.00 exemption in the Property and the Vehicle. Schedule C, Doc. #7; Romero Decl., Doc. #10. The court finds that Debtors have met their burden of establishing by a preponderance of the evidence that the Property and the Vehicle are of inconsequential value and benefit to the estate.

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

21. [24-11785](#)-A-7 **IN RE: MARIA LEYVA**
[MJ-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-13-2024 [\[31\]](#)

ACAR LEASING LTD/MV
MEHRDAUD JAFARNIA/ATTY. FOR MV.
DISCHARGED 10/15/24

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

DISPOSITION: Continued to November 13, 2024 at 1:30 p.m.

ORDER: The court will issue an order.

On September 25, 2024, the movant filed an amended notice of hearing continuing the hearing on the motion for relief from the automatic stay from October 30, 2024 at 1:30 p.m. to November 13, 2024 at 1:30 p.m. Doc. #39. However, Local Rule of Practice (“LBR”) 9014-1(j) requires court approval for the continuance of a hearing. The movant did not seek court approval for continuing the hearing on this motion. The court will permit the continuance of this motion this one time notwithstanding the movant’s failure to comply with LBR 9014-1(j).

The court encourages counsel for the movant to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court’s website at <https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders>.