

UNITED STATES BANKRUPTCY COURT  
Eastern District of California  
Honorable René Lastreto II  
Hearing Date: Tuesday, December 8, 2020  
Place: Department B - Courtroom #13  
Fresno, California

**ALL APPEARANCES MUST BE TELEPHONIC**  
**(Please see the court's website for instructions.)**

*Pursuant to District Court General Order 618, no persons are permitted to appear in court unless authorized by order of the court until further notice. All appearances of parties and attorneys shall be telephonic through CourtCall. The contact information for CourtCall to arrange for a phone appearance is: (866) 582-6878.*

**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. 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. [20-11612](#)-B-11 IN RE: BENTON ENTERPRISES, LLC

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY  
PETITION NON-INDIVIDUAL FILED. (FEE PAID \$1717.00)  
(EFILINGID: 6758669)  
5-5-2020 [[1](#)]

PETER FEAR/ATTY. FOR DBT.

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

DISPOSITION: Continued to January 12, 2021 at 9:30 a.m.

ORDER: The court will issue an order.

Debtor-in-possession Benton Enterprises, LLC, filed a chapter 11 plan and disclosure statement set to be heard on January 12, 2021. See FW-5. Accordingly, this status conference will be continued to January 12, 2021 at 9:30 a.m. to be heard in connection with the motion to approve the disclosure statement.

11:00 AM

1. [20-12641](#)-B-7      IN RE: RUBI BERNAL

PRO SE REAFFIRMATION AGREEMENT WITH WELLS FARGO BANK N.A.  
11-12-2020    [[19](#)]

NO RULING.

1:30 PM

1. [20-11400](#)-B-7      **IN RE: MAJHAIL JASPAL**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES  
11-20-2020    [\[27\]](#)

PETER BUNTING/ATTY. FOR DBT.  
FILING FEE PAID 11/23/2020 \$181.00

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

DISPOSITION:      The OSC will be vacated.

ORDER:              The court will issue an order.

The record shows that the fee for the Motion to Compel was paid on November 23, 2020. Therefore, the Order to Show Cause will be vacated.

2. [20-11400](#)-B-7      **IN RE: MAJHAIL JASPAL**  
[PBB-1](#)

MOTION TO COMPEL ABANDONMENT  
11-6-2020    [\[20\]](#)

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

Majhail Singh Jaspal ("Debtor") asks this court to compel the chapter 7 trustee to abandon the estate's interest in Debtor's residential real property located at 6909 West Gibson Avenue, Fresno, CA 93723 ("Property"). Doc. #21. Chapter 7 trustee David M. Souza ("Trustee") did not oppose.

Debtor filed bankruptcy on April 13, 2020 and received an order of discharge on July 14, 2020. Doc. #1; #16. Debtor's Schedule A/B listed Property with a value of \$300,000.00 on the date of the petition. Doc. #14; #23, Ex. A. Debtor filed a declaration stating that he believes Property was worth \$300,000.00 on the petition date and that its value "has remained the same since the filing of [his] case." Doc. #22 at ¶ 4. In addition, Debtor states that Property is his residence, and he has resided there with his non-filing spouse for more than five years. *Id.* at ¶ 6. In the absence of contrary evidence, Debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

Additionally, Property is encumbered by a first deed of trust in favor of Flagstar Bank in the amount of \$194,637.97. Doc. #1; #23, Ex. B. Debtor exempted \$100,000.00 equity in Property under California Code of Civil Procedure ("C.C.P.") § 704.730. Doc. #14; #23, Ex. C. Debtor contends that if Trustee were to sell Property, after paying the first deed of trust, Debtor's exemption, and closing costs, there would be not be any remaining proceeds available for Trustee to disburse to creditors, and therefore the Property has no value to the bankruptcy estate. Doc. #20.

For example, using a conservative 6% estimate for costs of sale in relation to sale price, a hypothetical sale of Property can be illustrated as follows:

Property's value on petition date		\$300,000.00
First deed of trust	-	\$194,637.97
Costs of sale (6% estimate)	-	\$18,000.00
Remaining sale proceeds	=	<b>\$87,362.03</b>
Debtor's C.C.P. § 704.730 exemption	-	\$100,000.00
Debtor's unused remaining exemption	=	<b>(\$12,637.97)</b>

Doc. #23. It is likely that costs of sale will exceed 6%. If sold, no proceeds remain for Trustee to distribute to creditors after Debtor's homestead exemption. Doc. #22, at ¶ 7. Total closing costs would have to be less than 1.787% (\$5,362.03) before any proceeds would be available to pay to creditors, and brokerage fees alone will almost certainly exceed this percentage.

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

must find either that: (1) the property is burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. *In re Vu*, 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). As one court noted, "an order compelling abandonment is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." *In re K.C. Mach. & Tool Co.*, 816 F.2d 238, 246 (6th Cir. 1987). In evaluating a proposal to abandon property, it is the interests of the estate and the creditors that have primary consideration, not the interests of the debtor. *In re Johnson*, 49 F.3d 538, 541 (9th Cir. 1995) (noting that the debtor is not mentioned in § 554). *In re Galloway*, No. AZ-13-1085-PaKiTa, 2014 Bankr. LEXIS 3626, at \*16-17 (B.A.P. 9th Cir. 2014).

The court finds that Property is of inconsequential value and benefit to the estate. Property was accurately scheduled and exempted. See Doc. #1, Schedules C and D; #14; #23. Therefore, this motion will be GRANTED.

The order shall specifically include the property abandoned.

3. [20-12404](#)-B-7      **IN RE: WILLIAM LOPEZ**

MOTION FOR RELIEF FROM AUTOMATIC STAY  
11-3-2020    [[19](#)]

MIKEIAH HARGRETT/MV  
ERIC ESCAMILLA/ATTY. FOR DBT.  
IGOR FRADKIN/ATTY. FOR MV.  
DISCHARGED 10/22/2020

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

DISPOSITION:      Denied without prejudice.

ORDER:              No appearance is necessary. The court will issue the order.

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

First, LBR 9004-2(a)(6), (b)(5), (b)(6), & (e) and LBR 9014-1(c) & (e)(3) are the rules about Docket Control Numbers ("DCN"). These rules require the DCN to be in the caption page on all documents filed in every matter with the court and each new motion requires a new DCN.

Here, the motion, notice, declaration, exhibits, proof of service, and information sheet did not contain a DCN. Doc. #19-21. Therefore, this motion does not comply with the local rules. Each separate matter filed with the court must have a unique DCN linking together all relevant motion documents.

Second, LBR 9004-2(c)(1) requires that motions, notices, *inter alia*, to be filed as separate documents. The notice, declaration, exhibits, and proof of service were combined into one document and not filed separately. Doc. #19. The movant may not combine different documents into one exhibit. All of these documents must be filed separately and linked together using a DCN.

Third, the notice did not contain the language required under LBR 9014-1(d)(3)(B)(iii). LBR 9014-1(d)(3)(B), which is about noticing requirements, requires movants to notify respondents that they can determine whether the matter has been resolved without oral argument or if the court has issued a tentative ruling by checking the Court's website at [www.caeb.uscourts.gov](http://www.caeb.uscourts.gov) after 4:00 p.m. the day before the hearing.

Fourth, the exhibits submitted as part of the notice (Doc. #19, 6-22) did not contain a properly formatted exhibit index or consecutively numbered pages as required by LBR 9004-2(d)(2) & (3). LBR 9004-2(d)(2) requires exhibits to include an exhibit index at the start of the document listing and identifying each exhibit document with an exhibit number or letter and shall state the page number at which each exhibit is located within the document. LBR 9004-2(d)(3) requires that the exhibit document pages, including the exhibit page, and any separator, cover, or divider sheets, to be consecutively numbered.

In this case, Exhibit A did not contain an exhibit index. Doc. #19. Exhibit A is also not consecutively numbered. The individual documents within Exhibit A were individually numbered in their original form (ranging from one to three pages and frequently restarting at page one), but Exhibit A contains seventeen pages including its cover page and is not numbered consecutively from one to seventeen as required by LBR 9004-2(d)(3).

For the foregoing reasons, this motion will be DENIED WITHOUT PREJUDICE.

4. [20-13125](#)-B-7      **IN RE: ISRAEL CORTEZ**  
[VVF-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
11-19-2020    [\[11\]](#)

HONDA LEASE TRUST/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
VINCENT FROUNJIAN/ATTY. FOR MV.

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                Denied as moot.

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

This motion relates to an executory contract or lease of personal property. The case was filed on September 27, 2020 and the lease was not assumed by the chapter 7 trustee within the time prescribed in 11 U.S.C. § 365(d)(1). Pursuant to § 365 (p)(1), the leased property is no longer property of the estate and the automatic stay under § 362(a) has already terminated by operation of law.

Movant may submit an order denying the motion and confirming that the automatic stay has already terminated on the grounds set forth above. No other relief is granted.

5. [20-12036](#)-B-7     **IN RE: SANDRA SANCHEZ**  
[JES-1](#)

MOTION TO COMPEL  
10-28-2020    [[19](#)]

JAMES SALVEN/MV  
MARK HANNON/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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

DISPOSITION:     Dropped from calendar.

NO ORDER REQUIRED.

The chapter 7 trustee withdrew this motion on November 30, 2020. Doc. #27. Accordingly, the motion is dismissed, and this matter will be dropped from calendar.



6. [16-11959](#)-B-7      **IN RE: CYNTHIA IRVINE**  
[BLF-3](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT  
AGREEMENT WITH CYNTHIA MARIE IRVINE  
11-9-2020    [[36](#)]

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

This motion will be GRANTED.

Chapter 7 Trustee Irma C. Edmonds ("Trustee") filed this motion to compromise the estate interest in a multi-district product liability lawsuit in the United States District Court in the Northern District of Florida, Pensacola Division ("Lawsuit"). Doc. #36.

Cynthia Marie Irvine ("Debtor") filed chapter 7 bankruptcy on October 3, 2016. Doc. #1. Among the assets included in her amended schedules, Debtor lists the Lawsuit as a claim against third parties in the amount of \$82,352.30 on the basis of being "party to a class action lawsuit based upon taking a medication that had side effects." Doc. #23, Schedule A/B at ¶ 33. Debtor exempted the Lawsuit on Schedule C under California Code of Civil Procedure ("C.C.P.") §§ 703.140(b)(5) and (b)(11)(D) in the amounts of \$29,275.00 and \$13,825.00, respectively, for a total of \$43,100.00. *Id.*, Schedule C at ¶ 2.

Debtor received a discharge on October 3, 2016. Doc. #12. Randell Parker was originally appointed as the chapter 7 trustee but was

relieved by the Court when the case was closed on October 7, 2016. Doc. #2; #14.

On May 11, 2018, Debtor retained The Mounsour Law Firm ("Special Counsel") located in Longview, Texas to represent her in a claim for personal injuries and medical expenses she incurred relating to the prescription drug Abilify. Doc. #39, ¶ 2. Plaintiffs in a multi-district lawsuit filed a Master Long Form Complaint and Jury Demand to set forth claims individual plaintiffs may assert against defendants and Special Counsel filed a Short Form Complaint on behalf of Debtor individually on June 14, 2018 and asserted the following causes of action: (1) Strict Liability; (2) Breach of Express Warranty; (3) Breach of Implied Warranty; (4) Negligence; (5) Negligence Per Se; (6) Negligent Misrepresentation; (7) Violation of Consumer Protection Laws; (8) Fraudulent Concealment; and (9) Punitive Damages. *Id.* at ¶¶ 3-4.

Debtor did not list the claims or the Lawsuit on her original schedules and on March 6, 2020, the case was reopened to allow for administration of the proceeds from the Lawsuit to benefit creditors and Ms. Edmonds was appointed as chapter 7 trustee. Doc. #1; # 17; #19. On May 1, 2020, Debtor amended her schedules to include and exempt the Lawsuit. Doc. #23. The details of the amendment are discussed above.

Special Counsel agreed to represent the bankruptcy estate with the same terms that it is representing Debtor: if there is a recovery, Special Counsel will receive 40% of all amounts collected from the Lawsuit and reimbursement of costs; if there is no recovery, Special Counsel will receive nothing. Doc. #39 at ¶ 5.

On September 3, 2020, this court authorized employment of Special Counsel to continue litigating the lawsuit. See BLF-2. After substantial litigation, Special Counsel negotiated a compromise as part of an aggregate settlement of multiple lawsuits involving this same claim in the amount of \$147,954.51. Doc. #39 at ¶ 6. The settlement distribution can be illustrated as follows:

Gross Settlement Amount		\$147,954.51
Professional Fees (40%)	-	\$59,181.04
Court Ordered Common Benefit Costs to All Claimants (2.6% of gross settlement)	-	\$3,846.17
Case Costs	-	\$456.50
Extraordinary Injury Claim Filing Fee	-	\$2,000.00
Lien Resolution Fee	-	\$25.00
Net Settlement Before Exemptions	=	<b>\$82,445.80</b>
Total of Debtor's Exemptions for Lawsuit	-	\$43,100.00
Net to Estate	=	<b>\$39,345.80</b>

See also Doc. #40, Ex. A. Special Counsel's declaration estimates that it would cost \$300,000.00 to \$700,000.00 to litigate the Lawsuit through trial and he is aware of less than 20 cases involving similar claims that have been tried to verdict. Doc. #39

at ¶ 9. Special Counsel further states that cases that receive judgment are often appealed by manufactures. *Ibid.* Meanwhile, thousands of cases have remained pending for several years. *Ibid.*

Trustee requests approval of this settlement agreement between the estate and various defendants in a multi-district pharmaceutical litigation. As discussed above the claims were precipitated by the ingestion of a medication of Debtor, from which she developed medical issues. Under the terms of the settlement, the defendants will pay \$147,954.41 to the estate in full satisfaction of the claim. After payment of certain fees associated with the litigation, Trustee expects the estate to receive approximately \$144,108.34, \$59,181.04 from which will be kept separate and held by Trustee without prejudice to any future application by Special Counsel for fees and costs. The court notes that Special Counsel has a fee application pending, which it intends to grant in matter #7 below. See BLF-4. After payment of all fees and costs, and after accounting for Debtor's claimed exemptions totaling \$43,100.00 under C.C.P. §§ 703.730(b)(5) and (b)(11)(D), by this court's calculation, \$39,345.80 should be remaining to disburse to creditors.

On a motion by the Trustee and after notice and a hearing, the court may approve a compromise or settlement. Fed. R. Bankr. P. 9019. Approval of a compromise must be based upon considerations of fairness and equity. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors:

(a) the probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (d) the paramount interest of the creditors with a proper deference to their reasonable views in the premises.

*In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988) quoting *In re A & C Props.*, 784 F.2d at 1381 (citation omitted). It appears from the moving papers that Trustee has considered the *Woodson* factors. Accordingly, the compromise is a reasonable exercise of Trustee's business judgment under Fed. R. Bankr. P. 9019.

The court concludes that the *Woodson* factors balance in favor of approving the compromise. That is: (a) the probability of success is far from assured as the defendants have vigorously disclaimed all liability for Debtor's damages, thousands of cases are pending, and Special Counsel knows of less than 20 cases involving similar issues tried to verdict; (b) collection will be very easy as the defendants are large corporations which gross billions of dollars annually and the settlement funds will likely be held by a third-party administrator until they transferred to Trustee; (c) the litigation is incredibly complex and will require expert testimony and defendants likely would appeal, causing the net amount to the estate to decrease due to the legal fees; and (d) the creditors will greatly benefit from the net to the estate because funds will immediately become available to disburse to creditors. Thus, the settlement is equitable and fair.

Therefore, the court concludes the compromise to be in the best interests of the creditors and the estate. The court may give weight to the opinions of the trustee, the parties, and their attorneys. *In re Blair*, 538 F.2d 849, 851 (9th Cir. 1976). Furthermore, the law favors compromise over litigation for its own sake. *Id.* Accordingly, the motion will be granted.

The order should be limited to the claims compromised as described in the motion.

This ruling is not authorizing the payment of any fees or costs associated with the litigation. See matter #7 below.

7. [16-11959](#)-B-7      **IN RE: CYNTHIA IRVINE**  
[BLF-4](#)

MOTION FOR COMPENSATION FOR THE MONSOUR LAW FIRM, SPECIAL  
COUNSEL(S)  
11-9-2020    [[42](#)]

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

The motion will be GRANTED.

Chapter 7 Trustee Irma C. Edmond's ("Trustee") special counsel, The Mounsour Law Firm ("Movant"), requests fees of \$59,181.04 and costs of \$2,575.00 for a total of \$61,756.04 for services rendered in connection with a multi-district product liability lawsuit in the United States District Court for the Northern District of Florida,

Pensacola Division ("Lawsuit"). Doc. #42. Trustee filed a declaration stating that she has reviewed the fee application approves of the amount of compensation requested. Doc. #45. Approval of the settlement agreement warranting this fee application is discussed in matter #6 above. See BLF-3.

Trustee filed a motion to employ Movant on August 25, 2020. Doc. #30; see also BLF-2. This court granted the motion on September 3, 2020 pursuant to 11 U.S.C. §§ 327 and 328. Doc. #35. The order stated that no compensation is permitted except upon court order following an application under 11 U.S.C. § 330 for services rendered after August 25, 2020. *Id.* Compensation was to be at the "lodestar rate" applicable at the time services are rendered in accordance with the Ninth Circuit decision in *In re Manoa Fin. Co.*, 853 F.2d 687 (9th Cir. 1988). *Id.* at ¶ 2.

As discussed in matter #6, on May 11, 2018, Cynthia Marie Irvine ("Debtor") retained Movant to represent her in a claim for personal injuries and medical expenses she incurred relating to the prescription drug Abilify. Doc. #44 at ¶ 2. Plaintiffs in a multi-district lawsuit filed a Master Long Form Complaint and Jury Demand to set forth claims individual plaintiffs may assert against defendants and Movant filed a Short Form Complaint on behalf of Debtor individually on June 14, 2018 and asserted the following causes of action: (1) Strict Liability; (2) Breach of Express Warranty; (3) Breach of Implied Warranty; (4) Negligence; (5) Negligence Per Se; (6) Negligent Misrepresentation; (7) Violation of Consumer Protection Laws; (8) Fraudulent Concealment; and (9) Punitive Damages. *Id.* at ¶¶ 3-4. Movant agreed to represent the bankruptcy estate with the same terms that it is representing Debtor: if there is a recovery, Movant will receive 40% of all amounts collected from the Lawsuit and reimbursement of costs; if there is no recovery, Movant will receive nothing. *Id.* at ¶ 5. As noted above, this court approved Movant's employment on September 3, 2020. Doc. #35.

After substantial litigation, Movant negotiated a compromise as part of an aggregate settlement of multiple lawsuits involving this same claim in the amount of \$147,954.51. Doc. #44 at ¶ 6. The settlement distribution can be illustrated as follows:

Gross Settlement Amount		\$147,954.51
Movant's Professional Fees (40%)	-	\$59,181.04
Court Ordered Common Benefit Costs to All Claimants (2.6% of gross settlement)	-	\$3,846.17
Case Costs	-	\$456.50
Extraordinary Injury Claim Filing Fee	-	\$2,000.00
Lien Resolution Fee	-	\$25.00
Net Settlement before Debtor's exemptions	=	<b>\$82,445.80</b>

See also Doc. #46, Ex. A. Movant's declaration estimates that it would cost \$300,000.00 to \$700,000.00 to litigate the Lawsuit through trial. Doc. #44 at ¶ 8. Additionally, Movant requests costs in the amount of \$2,418.50, which consists of \$456.50 in case costs,

the \$2,000.00 Extraordinary Injury Claim Filing Fee, and the \$25.00 Lien Resolution Fee. The Court Ordered Common Benefit Costs to All Claimants fee representing 2.6% of the gross settlement was withheld prior to disbursement to Trustee.

11 U.S.C. § 330(a)(1)(A) & (B) permits approval of "reasonable compensation for actual necessary services rendered by . . .[a] professional person" and "reimbursement for actual, necessary expenses." Movant's services in the Lawsuit and all related suits included, without limitation: (1) reviewing and analyzing over 100,000 pages of documents; (2) deposing key fact witnesses including treating physicians and Defendant's executives; (3) hiring experts necessary to establish negligence and causation and preparing them for depositions; (4) deposing Defendant's expert witnesses; (5) defending evidentiary motions and motions for summary judgments; and (6) negotiating a settlement agreement resulting in payment to Debtor and the estate in exchange for resolving the Lawsuit. Doc. #44 at ¶ 8. Although these tasks were performed in connection with multiple cases, they ultimately led to the settlement of the Lawsuit with a gross settlement of \$147,954.51. *Ibid.* The court finds the services reasonable and necessary and the expenses requested actual and necessary.

Movant shall be awarded \$59,181.04 in fees and \$2,418.50 in costs.