



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B - Courtroom #13
Fresno, California**

Hearing Date: Tuesday, December 17, 2024

Unless otherwise ordered, all matters before the Honorable René Lastreto II, shall be simultaneously: (1) **In Person** at, Courtroom #13 (Fresno hearings only), (2) via **ZoomGov Video**, (3) via **ZoomGov Telephone**, and (4) via **CourtCall**. You may choose any of these options unless otherwise ordered or stated below.

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

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

Please also note the following:

- Parties in interest and/or their attorneys may connect to the video or audio feed free of charge and should select which method they will use to appear when signing up.
- Members of the public and the press who wish to attend by ZoomGov may only listen in to the hearing using the Zoom telephone number. Video participation or observing are not permitted.
- Members of the public and the press may not listen in to trials or evidentiary hearings, though they may attend in person unless otherwise ordered.

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

1. Review the [Pre-Hearing Dispositions](#) prior to appearing at the hearing.
2. Parties appearing via CourtCall are encouraged to review the [CourtCall Appearance Information](#). If you are appearing by ZoomGov phone or video, please join at least 10 minutes prior to the start of the calendar and wait with your microphone muted until the matter is called.

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

Post-Publication Changes: The court endeavors to publish its rulings as soon as possible. However, calendar preparation is ongoing, and these rulings may be revised or updated at any time prior to 4:00 p.m. the day before the scheduled hearings. Please check at that time for any possible updates.

9:30 AM

1. [24-11015](#)-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
[KCO-5](#)

MOTION TO RECONSIDER
10-24-2024 [[294](#)]

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

NO RULING.

2. [24-11015](#)-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
[MJB-12](#)

MOTION TO EXTEND TIME
11-18-2024 [[323](#)]

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied.

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

Pinnacle Foods of California, LLC ("Pinnacle"), Debtor and Debtor-in-Possession ("DIP") in the above-styled case, moves for an extension of the deadline to assume certain lease agreements for ninety (90) additional days. Doc. #323. The leases are for the following properties and involve the following landlords:

1. 3004 Blackstone Avenue, Fresno, CA. The landlord is 3004 Blackstone, LLC.
2. 5227 East Kings Canyon Road, Fresno, CA. The landlord is 3004 Blackstone, LLC.
3. 775 North Golden State Blvd., Turlock, CA. The landlord is Shiv Shakti Industries, Inc.
4. 5135 N. Cedar Avenue, Fresno, CA. The landlord is RC Gray Family Ltd. Partnership.
5. 4416 W. Shaw Avenue, Fresno, CA. The landlord is West Shaw partners, LP.
6. 3110 E. McKinley Avenue, Fresno, CA. The landlord is Andy Mau Ahn.

Doc. #326 (Declaration of Robert Poteete) ("the Poteete Declaration"). Written opposition was not required and may be presented at the hearing.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. If no opposition is presented at the hearing, the court will enter the respondents' defaults. 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. However, even in the absence of opposition, the court is inclined to DENY the motion for the reasons outlined below.

A motion to extend the time to assume or reject a lease is governed by 11 U.S.C. § 365(d)(4), which states:

(A) Subject to subparagraph (B), an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not assume or reject the unexpired lease by the earlier of—

- (i) the date that is 120 days after the date of the order for relief; or
- (ii) the date of the entry of an order confirming a plan.

(B)

- (i) The court may extend the period determined under subparagraph (A), prior to the expiration of the 120-day period, for 90 days on the motion of the trustee or lessor for cause.
- (ii) If the court grants an extension under clause (i), the court may grant a subsequent extension only upon prior written consent of the lessor in each instance.**

11 U.S.C. § 365(d)(4) (emphasis added).

Here, the petition date was April 22, 2024, and so the 120-day deadline was set for August 20, 2024. Doc. #1. On August 6, 2024, Pinnacle filed a motion to assume the six leases. Doc. #182. On August 13, 2024, the court entered an order stating that, for the reasons stated on and by stipulation on the record, the motion to assume was deemed to be a motion to extend the deadline to assume or reject the unexpired leases. Doc. #212. The court granted the motion on that basis and extended the deadline by 90 days to November 18, 2024. *Id.* On November 18, 2024, Pinnacle filed this motion to extend the deadline for an additional 90 days.

Having previously granted Pinnacle an additional 90 days, the court, consistent with § 365(d)(4)(ii), may only grant a further extension

"upon prior written consent of the lessor in each instance." However, no written consent from any lessor has been submitted as an exhibit to the motion. Instead, the motion is accompanied by a Declaration from Robert Poteete, an associate with the law firm representing Pinnacle, in which Poteete avers that he has contacted the five landlords by email. Doc. #326. Poteete avers that two have indicated consent to an extension:

1. Galen Gentry, representative for 3004 Blackstone LLC, landlord for the properties at 3004 Blackstone Avenue and 5227 E. Kings Canyon Road, called Poteete by phone to say that the lessor would consent to the extension if Pinnacle is current with its obligations under the lease agreement.
2. Michael Titus, representative for RC Gray Family Ltd. Partnership, landlord for the 5135 N. Cedar Avenue property, responded with an email to Poteete indicating his consent to the extension. The email exchange is not included as an exhibit to the motion.

Id. Poteete says he will supplement the declaration and detail which of the landlords will consent to the extension prior to the December 17, 2024, hearing date.

The plain language of § 365(d)(4)(ii) requires that any further extension to the deadline for assuming or rejecting an unexpired lease requires *written* consent from the affected lessors. No such written consent has been provided thus far. Moreover, Pinnacle provides no authority for the proposition that the court can grant this extension in the absence of such written consent. This matter will be called as scheduled. Unless Pinnacle supplements its filings with exhibits, properly authenticated and relevant, which contain written consent from the affected lessors, the court is inclined to DENY this motion.

3. [24-11016](#)-B-11 **IN RE: TYCO GROUP LLC**
[MJB-11](#)

MOTION TO EXTEND TIME
11-18-2024 [\[247\]](#)

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied.

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

Tyco Group, LLC ("Tyco"), Debtor and Debtor-in-Possession ("DIP") in the above-styled case, moves for an extension of the deadline to assume a lease agreement for ninety (90) additional days. Doc. #247. The lease is for a rental property located at 3295 Palm Avenue, San Diego, CA. The landlord is the Barlow Rev. Trust.

Doc. #250 (Declaration of Robert Poteete).

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

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. If no opposition is presented at the hearing, the court will enter the respondents' defaults. 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. However, even in the absence of opposition, the court is inclined to DENY the motion for the reasons outlined below.

A motion to extend the time to assume or reject a lease is governed by 11 U.S.C. § 365(d)(4), which states:

(A) Subject to subparagraph (B), an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not assume or reject the unexpired lease by the earlier of-

- (i) the date that is 120 days after the date of the order for relief; or
- (ii) the date of the entry of an order confirming a plan.

(B)

(i) The court may extend the period determined under subparagraph (A), prior to the expiration of the 120-day period, for 90 days on the motion of the trustee or lessor for cause.

(ii) If the court grants an extension under clause (i), the court may grant a subsequent extension only upon prior written consent of the lessor in each instance.

11 U.S.C. § 365(d) (4) (emphasis added).

Here, the petition date was April 22, 2024, and so the 120-day deadline was set for August 20, 2024. Doc. #1. On August 6, 2024, Tyco filed a motion to assume the lease. Doc. #152. On August 13, 2024, the court entered an order stating that, for the reasons stated on and by stipulation on the record, the motion to assume was deemed to be a motion to extend the deadline to assume or reject the unexpired leases. Doc. #174. The court granted the motion on that basis and extended the deadline by 90 days to November 18, 2024. *Id.* On November 18, 2024, Tyco filed this motion to extend the deadline for an additional 90 days.

Having previously granted Tyco an additional 90 days, the court, consistent with § 365(d) (4) (ii), may only grant a further extension "upon prior written consent of the lessor in each instance." However, no written consent from any lessor has been submitted as an exhibit to the motion. Instead, the motion is accompanied by a Declaration from Robert Poteete, an associate with the law firm representing Tyco, in which Poteete avers that he contacted the landlord by email on November 15, 2024, but he received no response. Doc. #250. Poteete says he will supplement the declaration and detail which of the landlords will consent to the extension prior to the December 17, 2024, hearing date. *Id.*

The plain language of § 365(d) (4) (ii) requires that any further extension to the deadline for assuming or rejecting an unexpired lease requires *written* consent from the affected lessors. No such written consent has been provided thus far. Moreover, Tyco provides no authority for the proposition that the court can grant this extension in the absence of such written consent. This matter will be called as scheduled. Unless Tyco supplements its filings with exhibits, properly authenticated and relevant, which contain written consent from the affected lessors, the court is inclined to DENY this motion.

4. [24-12751](#)-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
[FW-7](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH BAUGHER RANCH ORGANICS
11-26-2024 [\[99\]](#)

HARSIMRAN SANDHU/MV
PETER FEAR/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 will submit a proposed order after hearing.

Bikram Singh and Harsimran Kaur ("Debtors") move for approval of a settlement agreement and release of claims both by and against Baugher Ranch Organics ("Baugher"). Doc. #99. The proposed settlement would resolve two separate adversary proceedings currently pending before the court: (1) *Baugher Ranch Organics, Inc. v. Arjun Farms, Inc. et al*, Adv. Pro. 24-01036, a breach of contract case originally brought in Butte County Superior Court and removed to this court ("the Removed Case"), and (2) *Singh et al v. Baugher Ranch Organics, Inc.*, Adv. Pro. 24-01037, which alleged violations of the automatic stay by Baugher ("the Stay Violation Case"). *Id.* Under the terms of the proposed settlement, Debtors agree to dismiss the Stay Violation Case against Baugher, and the parties agree to dismiss the Removed Case. Doc. #101-102. The parties will release all claims against each other relative to both the Removed Case and the Stay Violation Case, with each to bear their own fees and costs. *Id.* Both parties agree to a waiver of the provisions of California Civil Code § 1542. *Id.*

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

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

On a motion by the Debtor-in-Possession ("DIP") and after notice and a hearing, the court may approve a compromise or settlement. FRBP 9019. Approval of a compromise must be based upon considerations of fairness and equity. *In re A & C Properties*, 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: 1) the probability of success in the litigation; 2) the difficulties, if any,

to be encountered in the matter of collection; 3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and 4) the paramount interest of the creditors with a proper deference to their reasonable views. *In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988).

1. Probability of success in litigation: While Debtors express confidence that they will prevail in the Stay Violation case, they note that litigation is inherently uncertain. Moreover, the court has already entered a preliminary injunction which Debtors say resolves the dispute over possession of the 2024 almond crop that lies at the heart of this dispute. Any further litigation would be solely to determine the damages, if any, for the stay violation. This prong favors approval of the settlement.
2. Collection: This factor is neutral as both parties are releasing all the claims by and between each other and agreeing to dismiss all pending litigation.
3. Complexity of litigation: This remaining legal issues are fairly straightforward: whether the Debtors suffered damages as a result of Baugher's actions in violation of the automatic stay in the Stay Violation Case, and whether Arjun Farms, Inc., and Livingston Farmers Association breached Baugher's Contract in the Removed Case. However, as Debtors note, most of the issues are resolved already, and eliminating the need for any further litigation tips the balance in favor of approving the agreement.
4. Paramount interests of creditors: Dismissal of the two cases will limit attorneys' fees and costs expended by Debtors. Also, the agreement will eliminate the risk of additional claims on the estate by not increasing the claims pool. This factor favors settlement.

The *A & C Props.* and *Woodson* factors appear to weigh in favor of approving the settlement. Therefore, the settlement appears to be a fair, equitable, and reasonable exercise of DIP's business judgment. 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 and not litigation for its own sake. *Id.*

Accordingly, in the absence of opposition at the hearing, this motion will be GRANTED. The settlement between the parties as to the Stay Violation Case and the Removed Case will be approved. This ruling is not authorizing the payment of any fees or costs associated with the litigation.

5. [24-12751](#)-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
[24-1036](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: NOTICE OF REMOVAL
9-27-2024 [[1](#)]

BAUGHER RANCH ORGANICS, INC.
V. ARJUN FARMS, INC. ET AL
UNKNOWN TIME OF FILING/ATTY. FOR PL.

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

DISPOSITION: Concluded and dropped from the Calendar

ORDER: The court will prepare the order.

In *Item #4, above*, the court approved the settlement between the parties which resolves this adversary proceeding. Accordingly, this Status Conference is CONCLUDED and will be DROPPED from the calendar.

6. [24-12751](#)-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
[24-1037](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
10-2-2024 [[1](#)]

SINGH ET AL V. BAUGHER RANCH ORGANICS, INC.
PETER SAUER/ATTY. FOR PL.

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

DISPOSITION: Concluded and dropped from the Calendar

ORDER: The court will prepare the order.

In *Item #4, above*, the court approved the settlement between the parties which resolves this adversary proceeding. Accordingly, this Status Conference is CONCLUDED and will be DROPPED from the calendar.

11:00 AM

1. [24-13231](#)-B-7 IN RE: CHRISTOPHER ASHER

PRO SE REAFFIRMATION AGREEMENT WITH SISKIYOU CREDIT UNION
11-26-2024 [[34](#)]

NO RULING.

1:30 PM

1. [24-11547](#)-B-7 **IN RE: EMILY BRADY**
[AP-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
11-15-2024 [[29](#)]

ALLY BANK/MV
R. BELL/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.
DISCHARGED 9/30/24

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.

The movant, Ally Bank ("Movant"), seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2024 Toyota Camry (VIN: 4T1S31AK7RU061188) ("Vehicle"). Doc. #29. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(3).
Id.

Emily Brady ("Debtor") did not file an opposition. No other party in interest timely filed written opposition. This motion will be GRANTED IN PART AND DENIED IN PART.

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 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 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.

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The debtors'

discharge was entered on September 30, 2024. Doc. #18. Therefore, the automatic stay terminated with respect to the debtors on September 30, 2024. This motion will be DENIED AS MOOT IN PART as to the debtors' interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay with respect to the chapter 7 trustee because Debtor has failed to make two pre-petition payment of \$2,302.69 and four post-petition payments totaling \$3,483.72. Movant has produced evidence that Debtor owes \$5,786.41 to Movant. Docs. #31; ##33-34.

The Vehicle is not necessary to an effective reorganization because this is a chapter 7 case. Movant values the Vehicle at \$31,940.00 and Debtor owes \$42,644.33, which leaves Movant under secured. Docs. #31; ##33-34.

Accordingly, the motion will be GRANTED IN PART as to the trustee's interest pursuant to § 362(d)(1) and (d)(2) and DENIED AS MOOT IN PART as to the debtor's interest under § 362(c)(2)(C).

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the Vehicle is a depreciating asset.

2. [23-11663](#)-B-7 **IN RE: LAURA MENDIOLA**
[AP-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
11-13-2024 [\[45\]](#)

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

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

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

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

The movant, TD Auto Finance LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2019 Honda Civic 2.0L, (VIN: 2HGFC2F88KH562822) ("Vehicle"). Doc. #45. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(3). Id. Laura Mendiola ("Debtor") did not oppose.

No other party in interest timely filed written opposition. This motion will be GRANTED IN PART AND DENIED IN PART.

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 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 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.

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The debtors' discharge was entered on July 23, 2024. Doc. #25. Therefore, the automatic stay terminated with respect to the Debtor on July 23, 2024. This motion will be DENIED AS MOOT IN PART as to the debtors' interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay with respect to the chapter 7 trustee because Debtor has failed to make seven post-petition payments totaling \$4,091.92. Movant has produced evidence that Debtor owes \$26,927.98 to Movant. Docs. #47; #50.

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 this is a chapter 7 case. Movant values the Vehicle at \$17,523.00 and Debtor owes \$26,927.98, which leaves Movant under secured.

Accordingly, the motion will be GRANTED IN PART as to the trustee's interest pursuant to § 362(d) (1) and (d) (2) and DENIED AS MOOT IN PART as to the Debtor's interest under § 362(c) (2) (C).

The 14-day stay of Fed. R. Bankr. P. 4001(a) (3) will be ordered waived because the Vehicle is a depreciating asset.

3. [18-12189](#)-B-7 **IN RE: DEE DINKEL**
[FW-4](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL,
P.C. FOR PETER A. SAUER, TRUSTEES ATTORNEY(S)
11-19-2024 [[69](#)]

PETER SAUER/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

Peter A. Sauer and Fear Waddell, P.C. ("Applicant") seeks approval of a final allowance of compensation under 11 U.S.C. § 330 of the Bankruptcy Code for professional services rendered and reimbursement for expenses incurred as general counsel for James Salven, Chapter 7 Trustee in the above-styled case ("Trustee"). Doc. #69 *et seq.*

Applicant was employed to perform services under § 327 of the Code pursuant to an order of this court dated November 17, 2023. Doc. #38. This is Applicant's first and final request for compensation.

Applicant seeks **\$7,060.50** in fees based on **25.20** billable hours from October 16, 2023, through November 11, 2024, 2024, as follows:

Professional	Rate	Billed	Total
Peter A. Sauer (2024)	\$300.00	12.40	\$3,720.00
Peter A. Sauer (2023)	\$280.00	8.50	\$2,380.00
Katie Waddell (2024)	\$280.00	2.30	\$644.00
Katie Waddell (2023)	\$260.00	0.50	\$130.00
Laurel Guenther (2024)	\$135.00	0.70	\$94.50
Laurel Guenther (2023)	\$115.00	0.80	\$92.00
Total		25.2	\$7,060.50

Docs. #69, #71. Applicant also incurred **\$129.60** in expenses consisting of copying and postage. *Id.*

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

Applicant's services here included, without limitation: case administration; asset disposition (specifically a previously undisclosed mass tort litigation claim); and fee/employment applications. *Id.* The court finds the services and expenses reasonable, actual, and necessary. The Trustee has reviewed the Application and finds the requested fees and expenses to be reasonable. Doc. #73.

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

amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

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

This Application is GRANTED. The court will approve on a final basis under 11 U.S.C. § 330 compensation in the amount of **\$7,060.50** in fees and **\$129.60** in expenses. The court grants the Application for a total award **\$7,190.10** as an administrative expense of the estate and an order authorizing and directing the Trustee to pay such to Applicant from the first available estate funds.