

FEB 01 2011

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U.S. BKCY. APP. PANEL

NOT FOR PUBLICATION

UNITED STATES BANKRUPTCY APPELLATE PANEL
OF THE NINTH CIRCUIT

5	In re:)	BAP No. CC-10-1235-PaDKi
6	HATEM YEHIA YOUSSEF,)	Bk. No. 09-22595-TA
7	Debtor.)	
8	_____)	
9	HATEM YEHIA YOUSSEF,)	
10	Appellant,)	
11	v.)	M E M O R A N D U M ¹
12	UNION ADJUSTMENT CO., INC.,)	
13	Appellee.)	
	_____)	

Argued and Submitted on January 21, 2011
at Pasadena, California

Filed - February 1, 2011

Appeal from the United States Bankruptcy Court
for the Central District of California

Honorable Theodor C. Albert, Bankruptcy Judge, Presiding

Appearances: Sean A. O'Keefe argued for appellant.
Lloyd Douglas Dix argued for appellee.

Before: PAPPAS, DUNN and KIRSCHER, Bankruptcy Judges.

¹ This disposition is not appropriate for publication. Although it may be cited for whatever persuasive value it may have (see Fed. R. App. P. 32.1), it has no precedential value. See 9th Cir. BAP Rule 8013-1.

1 Chapter 7² debtor Hatem Yehia Youssef ("Youssef") appeals the
2 bankruptcy court's denial of his request for an award of punitive
3 damages, and the amount awarded to him for attorney's fees,
4 resulting from the willful violation of the automatic stay
5 committed by creditor Union Adjustment Co., Inc. ("UAC"). We
6 AFFIRM the decision to deny punitive damages, but we VACATE the
7 attorney's fee award and REMAND that issue to the bankruptcy court
8 for a determination of the reasonableness of the attorney's fees
9 requested.

10 **FACTS**

11 In May 2007, UAC obtained a judgment against Youssef in
12 Orange County Superior Court for \$5,826.00. UAC obtained a wage
13 withholding order, and began to garnish Youssef's wages, in the
14 amount of \$50 per pay period.

15 On November 13, 2009, Youssef filed a chapter 7 petition
16 along with supporting schedules. Both UAC and its state court
17 attorney were properly listed on Schedule F, in which Youssef
18 acknowledged he owed an undisputed debt to UAC of \$5,826.00. To
19 stop the garnishment, on November 17, Youssef's bankruptcy counsel
20 faxed a document entitled "Notice of Stay of Proceedings and
21 Notice of Bankruptcy Filing" to UAC; an electronic confirmation
22 stamp appearing on the document shows it was received by UAC at
23 6:58 p.m. that same day. The sworn declaration of Debbie
24 Rubenfield ("Rubenfield Declaration"), the legal/administrative

25
26 ² Unless otherwise indicated, all chapter, section and rule
27 references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532, and
28 to the Federal Rules of Bankruptcy Procedure, Rules 1001-9037.
The Federal Rules of Civil Procedure are referred to as Civil
Rules.

1 manager of UAC, states that UAC received the Notice of Stay "on or
2 about 18 November 2009." In addition, on November 18, 2009, the
3 bankruptcy court mailed a notice of the Youssef bankruptcy filing
4 to UAC. An additional notice concerning the bankruptcy case was
5 filed with the state court by Youssef's attorney on November 23,
6 2009, and a copy was served on the attorney for UAC.

7 The Rubenfield Declaration states that "on or about"
8 November 18, 2009, she prepared a Notice of Bankruptcy Filing
9 which she sent to the Orange County Sheriff directing him to halt
10 the garnishment, along with a copy of the Stay of Proceedings she
11 received from Youssef's attorney (the "Garnishment Termination
12 Notice").

13 Despite its knowledge of the bankruptcy case, on December 22,
14 2009, UAC cashed a \$40 garnishment check it received from the
15 Orange County Trust Revolving Fund. The check shows UAC's
16 internal reference number for Youssef's account on its face. UAC
17 cashed additional Youssef garnishment checks on December 28, 2009,
18 January 15 and 17, and February 9 and 22, 2010. The total
19 withheld from Youssef's paychecks for these six garnishments was
20 \$300.00.

21 On January 15, 2010, Youssef filed a Motion for Order
22 Enforcing Automatic Stay and Awarding Actual and Punitive Damages
23 Pursuant to 11 U.S.C. § 362(k) (the "Enforcement Motion") in the
24 bankruptcy court. In the motion, Youssef alleged that, in
25 repeatedly garnishing his wages, UAC had knowledge of the
26 bankruptcy filing, had deliberately violated the automatic stay,
27 and had refused to desist from the violation, even after receiving
28 multiple notices about the bankruptcy filing. Youssef sought

1 awards of actual damages in the sum of \$ 200,³ punitive damages,
2 and attorney's fees. A copy of the Enforcement Motion was served
3 on UAC and its attorney on January 15, 2010.

4 On January 22, 2010, Youssef's attorney's office contacted
5 the Orange County Sheriff's office and was advised that UAC's
6 garnishment of Youssef's wages was still active, and that the
7 Sheriff's office had not received any documents from UAC
8 terminating the garnishment. Youssef's attorney contacted the
9 Orange County Sheriff again on January 27 and January 29, 2010,
10 and was advised that the garnishment had not been withdrawn.

11 Youssef's counsel contacted UAC on January 27, 2010,
12 informing its representative that the Sheriff's office was
13 continuing to garnish Youssef's pay. In response, a UAC employee
14 informed him that it had sent the Garnishment Termination Notice
15 to the Sheriff on November 20, 2009.

16 The bankruptcy court conducted its first hearing on the
17 Enforcement Motion on February 23, 2010. In its tentative ruling
18 issued prior to the hearing, the court wrote: "Award actual
19 damages of \$200. Continue [hearing] to evaluate wilfulness and
20 whether imposition of punitive damages is also appropriate." UAC
21 did not appear at this hearing; Youssef was represented by
22 counsel. The bankruptcy court continued the hearing to April 6 to
23 allow UAC to appear, to consider increasing the actual damages to
24 \$300 to compensate for the latest garnishments, and to consider
25 whether attorney's fees and punitive damages were appropriate.

26 At the continued hearing on April 6, 2010, UAC and Youssef

27 ³ Recall, there were two additional garnishments of \$50 each
28 after the filing of the Enforcement Motion.

1 were represented by counsel. The bankruptcy court ordered UAC to
2 pay \$300 in actual damages to Youssef within 72 hours of entry of
3 its order. The hearing was continued yet again to May 11 to
4 consider the request for attorney's fees and punitive damages.

5 One focus of the April 6th hearing was Youssef's argument
6 that the Rubenfield Declaration contained false statements. The
7 copy of the Notice of Stay allegedly sent by UAC to the Sheriff on
8 November 20, 2009, and provided to Youssef's counsel on January
9 27, 2010, contained an evidence stamp that was placed on the
10 documents on January 5, 2010, and thus, Youssef pointed out, could
11 not have been sent to the Sheriff in November. Counsel for UAC
12 represented to the bankruptcy court that he had prepared the
13 January 27, 2010 communication to Youssef's counsel, and that he
14 prepared and printed the Notice of Stay on his office's computer,
15 but that his software program only saves the release, not the
16 attachments. Counsel for UAC represented that he copied the
17 Notice of Stay with the evidence notation from Youssef's
18 Enforcement Motion filed on January 15, 2010, which had the
19 notation, and sent it with the Notice of Filing to Youssef on
20 January 27, 2010.

21 The final hearing concerning the Enforcement Motion occurred
22 on May 6, 2010. Youssef and UAC were represented by counsel. The
23 bankruptcy court's tentative ruling for this hearing stated:
24 "[UAC] should revise its procedures so as to more promptly respond
25 to bankruptcy proceedings. Actual damages have apparently been
26 paid, so the issue is whether fees or punitive damages are
27 appropriate. Award \$200 in attorney's fees payable to debtor's
28 counsel."

1 After considering the arguments of counsel, the bankruptcy
2 court adopted its tentative ruling awarding \$200 in attorney's
3 fees to Youssef, and denying punitive damages. The court
4 explained,

5 It is incumbent on the creditor to do whatever is
6 necessary [to cure violations of the automatic stay].
7 However, I am willing to accept that this was not
8 deliberate. This was inadvertent. Therefore –
9 inadvertent is not the right word. I would say the
10 degree of willfulness is not egregious.

11 Therefore, I don't think I need to make an example
12 out of Union in this case. I agree that \$200 is not a
13 sufficient compensation for all the time you had spent.
14 I have to find a balance. Since the principal amount
15 [actual damages] is only \$300, an attorney's fee of two-
16 thirds of that amount is at least significant. However,
17 I will tell you this that if this comes up again where
18 Union is the respondent, I won't forget it.

19 Hr'g Tr. 10:9-16 (May 6, 2010) (emphasis added).

20 The bankruptcy court entered an order consistent with its
21 ruling on June 9, 2010. Youssef filed a timely notice of appeal
22 on June 22, 2010.

23 JURISDICTION

24 The bankruptcy court had jurisdiction under 28 U.S.C. §§ 1334
25 and 157(b)(2)(A). We have jurisdiction under 28 U.S.C. § 158.

26 ISSUE

27 Whether the bankruptcy court abused its discretion in denying
28 punitive damages and in awarding only \$200 in attorney's fees.

STANDARD OF REVIEW

A bankruptcy court's assessment of damages under § 362(k)(1)
is reviewed for an abuse of discretion. Ozenne v. Bendon (In re

1 Ozenne), 337 B.R. 214, 218 (9th Cir. BAP 2006). In applying an
2 abuse of discretion test, we first "determine de novo whether the
3 [bankruptcy] court identified the correct legal rule to apply to
4 the relief requested." United States v. Hinkson, 585 F.3d 1247,
5 1262 (9th Cir. 2009). If the bankruptcy court identified the
6 correct legal rule, we then determine whether its "application of
7 the correct legal standard [to the facts] was (1) illogical,
8 (2)implausible, or (3) without support in inferences that may be
9 drawn from the facts in the record." Id. (internal quotation
10 marks omitted). If the bankruptcy court did not identify the
11 correct legal rule, or its application of the correct legal
12 standard to the facts was illogical, implausible, or without
13 support in inferences that may be drawn from the facts in the
14 record, then the bankruptcy court has abused its discretion. Id.

16 DISCUSSION

17 I.

18 The bankruptcy court applied an incorrect 19 rule of law in awarding attorney's fees.

20 Under § 362(a), the filing of a bankruptcy petition operates
21 to automatically stay all creditor collection actions against the
22 debtor. In this fashion, the statute seeks to ensure the orderly
23 administration of the debtor's bankruptcy estate to protect the
24 creditors' right to equality of distribution, to provide a
25 breathing spell from collection activity for the debtor, and to
26 maintain the status quo. Zotow v. Johnson (In re Zotow), 432 B.R.
27 252, 261 (9th Cir. BAP 2007).

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1 The automatic stay has teeth. Section 362(k)(1)⁴ provides,
2 with exceptions not relevant here, that "an individual injured by
3 any willful violation of a stay provided by this section shall
4 recover actual damages, including costs and attorneys' fees, and,
5 in appropriate circumstances, may recover punitive damages." If a
6 bankruptcy court finds that a willful violation of the automatic
7 stay has occurred, an award of actual damages to an individual
8 debtor, including attorney's fees, is mandatory. Simbas v. Taylor
9 (In re Taylor), 884 F.2d 478, 483 (9th Cir. 1989); Ramirez v.
10 Fuselier (In re Ramirez), 183 B.R. 583, 589 (9th Cir. BAP 1995);
11 Stainton v. Lee (In re Stainton), 139 B.R. 232, 235 (9th Cir. BAP
12 1992).

13 UAC disagrees with the bankruptcy court's finding that it
14 committed a willful (or as it characterizes the statute, an
15 intentional) violation of the automatic stay. According to UAC,
16 in November 2009, upon receiving notice of the bankruptcy filing,
17 UAC immediately sent a release of the garnishment to the Orange
18 County Sheriff. Later, when it was informed that the Sheriff did
19 not have the release, UAC prepared and sent a second release, and
20 the record evidences that the Sheriff thereafter stopped the
21 garnishment. In UAC's view, it "acted reasonably and that there
22 was no intentional violation of the automatic stay." UAC Br.
23 at 8.

24 The adequacy of UAC's actions in notifying the Sheriff to
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26 ⁴ The protections provided by § 362(k)(1) previously were
27 found at § 362(h). That section was renumbered under the
28 Bankruptcy Abuse Prevention and Consumer Protection Act of 2005,
Pub. L. 109-8, 119 Stat. 23. Mwangi v. Wells Fargo Bank, N.A.
(In re Mwangi), 432 B.R. 812, 822 (9th Cir. BAP 2010).

1 stop the garnishment has been hotly contested in the bankruptcy
2 court, and again in this appeal. Of course, the bankruptcy court
3 decided that a willful stay violation did occur and, while it
4 protests in its brief on appeal, UAC has not cross-appealed that
5 aspect of the court's decision. We therefore accept that ruling.
6 In re Roberts 175 B.R. at 343-44 (garnishments are stay violations
7 and the garnishor has an affirmative duty to stop continuing
8 garnishments).

9 Moreover, on this record, whether UAC failed to timely notify
10 the Sheriff to cease collection actions is of no moment in
11 determining whether it committed a willful violation of the stay
12 adequate to support an award of damages under § 362(k)(1). That
13 is because, even assuming that UAC did promptly notify the Sheriff
14 to stop the garnishment, a willful violation nonetheless occurred
15 when it continued to deposit the garnishment checks it was
16 receiving from the county. "[T]he willfulness test for automatic
17 stay violations merely requires that: (1) the creditor know of the
18 automatic stay; and (2) the actions that violate the stay be
19 intentional." Morris v. Peralta, 317 B.R. 381, 389 (9th Cir. BAP
20 2004) (citing Eskanos v. Adler, P.C. v Leetien (In re Leetien),
21 309 F.3d 1210, 1215 (9th Cir. 2002)); Assoc. Credit Servs., Inc.
22 v. Champion (In re Champion), 294 B.R. 313, 316 (9th Cir. BAP 2003).
23 UAC has conceded that it was aware of Youssef's bankruptcy filing
24 no later than November 20, 2009. Once a creditor has knowledge of
25 the bankruptcy, it is deemed to have knowledge of the automatic
26 stay. In re Ramirez, 183 B.R. at 589. In this case, despite
27 UAC's knowledge that Youssef had filed for bankruptcy, it received

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1 and deposited to its account no less than six different
2 garnishment checks. In doing so, and in failing to return those
3 funds to Youssef until it was ordered to do so by the bankruptcy
4 court, it willfully violated the automatic stay.

5 UAC argues that in cashing the garnishment checks, it did not
6 intend to violate the automatic stay. It argues that it routinely
7 receives checks on many debtor accounts over long periods of time,
8 and therefore as a practical matter, it cannot determine if the
9 deposit of particular checks may violate a bankruptcy stay. But
10 again, UAC's argument is legally irrelevant for purposes of
11 § 362(k)(1). "Once a creditor knows that the automatic stay
12 exists, the creditor bears the risk of all intentional acts that
13 violate the automatic stay regardless of whether [or not] the
14 creditor means to violate the automatic stay." Assoc. Credit
15 Servs. v. Champion (In re Champion), 294 B.R. 313, 318 (9th Cir. BAP
16 2003). Garnishing a debtor's pay for prepetition debts is an
17 intentional act, and a garnishing creditor has an affirmative duty
18 to stop garnishment when notified of the automatic stay. In re
19 Roberts, 175 B.R. at 344. That it tried to do so, but was for
20 some internal, administrative reason unsuccessful, in no way
21 insulates UAC's actions in accepting the garnishment checks
22 thereafter.

23 Finally, in another contention missing the point, UAC argues
24 that Youssef could have avoided his predicament by notifying the
25 Sheriff about the automatic stay when he discovered that the
26 garnishments had not stopped. Of course, the record shows that
27 Youssef's attorney did contact the Sheriff no less than three
28 times in late January. But even if he had not done so, the

1 Bankruptcy Code imposes no such burden on a debtor. The duty to
2 cure violations of the automatic stay rests, squarely and solely,
3 on the creditor violating the stay, not the debtor. Cal. Empl't
4 Dev. Dep't v. Taxel (In re Del Mission Ltd.), 98 F.3d 1147,
5 1151-52 (9th Cir. 1996). The bankruptcy court correctly ruled
6 that UAC's ongoing deposits of the garnishment checks constituted
7 a willful violation of the automatic stay, subjecting UAC to an
8 award of actual damages, including attorney's fees.

9 The bankruptcy court correctly ordered UAC to pay Youssef the
10 \$300 in post-bankruptcy garnished wages as "actual damages"
11 resulting from UAC's stay violation. However, we are compelled to
12 disagree with the bankruptcy court's analysis and conclusion
13 concerning Youssef's request for attorney's fees. In awarding
14 Youssef what we consider under the circumstances to be a token
15 amount, the bankruptcy court explained to his attorney: "I agree
16 that \$200 is not a sufficient compensation for all the time you
17 had spent. I have to find a balance. Since the principal amount
18 is only \$300, an attorney's fee of two-thirds of that amount is at
19 least significant." In our view, in taking this approach, the
20 bankruptcy court applied an incorrect legal standard, and thereby
21 abused its discretion, in calculating Youssef's attorney's fees
22 award.

23 Section 362(k)(1) provides little guidance as to the proper
24 standard a bankruptcy court should apply in awarding attorney's
25 fees as part of actual damages for a willful stay violation.
26 Eskanos & Adler, P.C. v. Roman (In re Roman), 283 B.R. 1, 11 (9th
27 Cir. BAP 2002). However, this Panel has endorsed a reasonableness
28 analysis based upon our conclusion that § 362(k)(1) "requires that

1 the injured party be awarded the entire amount of actual damages
2 reasonably incurred as a result of a violation of the automatic
3 stay." Stinson v. Bi-Rite Rest. Supply Inc. (In re Stinson),
4 295 B.R. 109, 118 (9th Cir. BAP 2005) (emphasis added) (quoting
5 In re Stainton, 139 B.R. at 235), aff'd in relevant part Stinson
6 v. Cook Perkiss & Lew (In re Stinson), 128 Fed. Appx. 30, 32
7 (9th Cir. 2005); In re Roman, 283 B.R. at 11 (same); Beard v.
8 Walsh (In re Walsh), 219 B.R. 873, 878 (9th Cir BAP 1998) (same);
9 accord United States v. Fingers (In re Fingers), 170 B.R. 419, 432
10 (S.D. Cal. 1994) (citing to In re Stainton for the same
11 proposition); Sciarrino v. Mendoza, 201 B.R. 541, 547 (E.D. Cal
12 1996) ("If a willful violation of the automatic stay occurs, the
13 injured individual debtor must be awarded damages of attorneys'
14 fees and costs reasonably incurred as a result of the violation of
15 the stay."). In deciding what is "reasonable," the Panel has
16 employed the factors established in § 330(a) for awarding
17 compensation to estate professionals as a guide for awarding
18 attorney's fees. In re Roman, 283 B.R. at 11.

19 As near as we can tell, there is no support in the case law
20 for the bankruptcy court's approach in setting the amount of
21 Youssef's attorney's fees based on whether it is a "significant"
22 portion of the actual damage award, as opposed to consulting the
23 extent, nature and value of the attorney services rendered. Here,
24 the bankruptcy court did not undertake any determination of
25 whether the amount requested by Youssef for attorney's fees was
26 reasonable in light of the services performed by his attorney in
27 successfully, and necessarily, prosecuting the Enforcement Motion.
28 Indeed, the bankruptcy court's observation that "\$200 is not a

1 sufficient compensation for all the time you had spent," on its
2 face, suggests that its award is not a reasonable one. In our
3 view, this method clashes with the precedents requiring the
4 bankruptcy court to examine the requested attorney's fees for
5 reasonableness in amount, and since the bankruptcy court applied
6 an incorrect rule of law in determining the amount of the
7 mandatory award of attorney's fees to be awarded to Youssef, it
8 abused its discretion.

9 Accordingly, we VACATE the bankruptcy court's award of
10 attorney's fees and REMAND this matter for a reasonableness
11 determination of the fees requested by Youssef in the bankruptcy
12 court.⁵

13 II.

14 The bankruptcy court did not abuse its discretion
15 in denying an award of punitive damages.

16 Unlike an award of actual damages, including attorney's fees,
17 which is mandatory for willful violations of the automatic stay,
18 an award of punitive damages can only be made "in appropriate
19 circumstances." § 362(k)(1). The standard for imposition of

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21 ⁵ The attorney's fees requested by Youssef all relate to
22 enforcing the automatic stay and remedying the stay violation, and
23 thus fall within the guidelines established by the court of
24 appeals in Sternberg v. Johnston, 582 F.3d 1114 (9th Cir. 2009),
25 cert. denied, 131 S.Ct. 102, 131 S.Ct. 180 (2010). The court of
26 appeals also instructs that the first step in determining an award
27 of fees is calculating the lodestar. Jordan v. Multnomah County,
28 815 F.2d 1258, 1262 (9th Cir. 1987). Of course, the bankruptcy
court is free on remand to consider all appropriate factors in
determining whether any or all of those fees are reasonable. One
of those factors may be the inconsistency of the representations
made to the bankruptcy court and to this Panel by Youssef's
lawyers. On appeal, Youssef has requested \$5,055 in attorney's
fees; in the bankruptcy court, the court asked Youssef's attorney,
"What do you think is a reasonable amount?" Counsel replied:
"\$2,000, your Honor." Hr'g Tr. 8:6-7.

1 punitive damages for violation of the automatic stay is whether
2 the violator engaged in "egregious, intentional misconduct."
3 McHenry v. Key Bank (In re McHenry), 179 B.R. 165, 168 (9th Cir.
4 BAP 1995). The McHenry panel referred to the Eighth Circuit's
5 opinion in Knaus v. Concordia Lumber Co. (In re Knaus), 889 F.2d
6 773, 776 (8th Cir. 1989), for an example of egregious misconduct
7 justifying an award of punitive damages. In Knaus, the creditor's
8 controlling officer attempted to have the debtor excommunicated
9 from his church. The egregious misconduct, therefore, was the
10 effort to punish the debtor outside bankruptcy for the debtor's
11 pursuit of his rights under the Bankruptcy Code.

12 We are also guided by the Ninth Circuit's decision approving
13 imposition of punitive damages in Goichman v. Bloom (In re Bloom),
14 875 F.2d 224 (9th Cir. 1989). In that decision, the court
15 observed that it has "traditionally been reluctant to grant
16 punitive damages absent some showing of reckless or callous
17 disregard for the law or rights of others." Id. at 228. In
18 approving an award of punitive damages, the Bloom court noted that
19 the creditor had taken several steps in pending litigation after
20 receiving formal notice that it was violating the stay and
21 "blatantly attempted to circumvent the jurisdiction of the
22 bankruptcy court by filing an [unjustified] motion to withdraw the
23 reference." Id. One fair reading of the "reckless or careless
24 disregard" standard in Bloom, therefore, apparently refers to a
25 creditor's abuse of the legal process, not to the general
26 negligence or failure in business record-keeping that the
27 bankruptcy court determined was at the root of UAC's faults in
28 this case.

1 In this case, the bankruptcy court expressly found that UAC's
2 conduct in the bankruptcy case was not egregious.

3 However, I am willing to accept that this was not
4 deliberate. This was inadvertent. Therefore -
5 inadvertent is not the right word. I would say the
6 degree of willfulness is not egregious. Therefore, I
7 don't think I need to make an example of [UAC] out of
8 this case. . . . However, I will tell you this that if
9 this comes up again where [UAC] is the respondent, I
10 won't forget it. I'll conclude at that point in time
11 that my suggestion that adjustments be made [in UAC's
12 business practices] was not heard.

13 Hr'g Tr. 10:4-7 (emphasis added). Instead, throughout this
14 contest, the bankruptcy judge focused his concern on deficiencies
15 in the management procedures of UAC. For example, in its
16 tentative ruling for the hearing on May 11, 2010, the bankruptcy
17 court made explicit that: "[UAC] should revise its management
18 procedures so as to more promptly respond to bankruptcy
19 proceedings." Fairly construing the record, it appears the
20 bankruptcy judge concluded that UAC's conduct stemmed from
21 administrative mistakes, and did not, in this case, constitute an
22 abuse of the legal process.

23 It is unclear from the record whether, in garnishing
24 Youssef's wages after bankruptcy, UAC acted maliciously, or merely
25 negligently. While it is perhaps a close call, and there is some
26 evidence in the record to suggest that UAC was more than merely
27 inattentive to correcting its mistakes, we decline to conclude
28 that the bankruptcy court abused its discretion in denying
punitive damages.

CONCLUSION

We AFFIRM the bankruptcy court's denial of punitive damages.
However, because the bankruptcy court applied an incorrect legal

1 standard for calculating the mandatory award of attorney's fees
2 resulting from UAC's willful violations of the automatic stay, we
3 VACATE that award and REMAND this matter to the bankruptcy court
4 for further proceedings consistent with this decision.

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