



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, January 7, 2026
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. [25-13801](#)-A-11 **IN RE: US SIKH TRANSPORT
[CAE-1](#)**

STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
11-11-2025 [[1](#)]

ARASTO FARSAD/ATTY. FOR DBT.

NO RULING.

2. [22-12016](#)-A-11 **IN RE: FUTURE VALUE CONSTRUCTION, INC.
[CAE-1](#)**

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
11-28-2022 [[1](#)]

D. GARDNER/ATTY. FOR DBT.

NO RULING.

3. [24-11422](#)-A-12 **IN RE: IGNACIO/CASAMIRA SANCHEZ
[FW-20](#)**

MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION TO PAY
12-5-2025 [[215](#)]

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

TENTATIVE RULING: This matter will proceed as scheduled for higher and better offers.

DISPOSITION: Granted in part and continued in part.

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 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). Therefore, the defaults of the above-mentioned parties in interest are entered. This matter will proceed as scheduled for higher and better offers and continued with respect to the broker commission to be paid to the broker for the debtors.

Ignacio Sanchez and Casamira Ada Sanchez (together, "Debtors") move the court pursuant to 11 U.S.C. § 363 for an order authorizing the sale of 14.286 acres of farmland situated in Sultana, County of Tulare, California, including a packing house and cold storage facility (together, the "Property"), to Wifrido

Zamudio ("Buyer") for the purchase price of \$1,010,000.00, subject to higher and better bids at the hearing. Doc. #215. Debtors seek to sell the Property free and clear of any interests in the Property of Arriola Farm Labor, Inc. ("Arriola") pursuant to § 363(f)(4). Id. Arriola recorded a judgment lien in Fresno County against Debtors on April 24, 2024 ("Judgment Lien"). Ex. A, Doc. #219. The Judgment Lien was recorded less than 90 days before Debtors filed their chapter 12 bankruptcy case on May 27, 2024. Doc. #1. Thus, the Judgment Lien is subject to avoidance under 11 U.S.C. § 547 and is in bona fide dispute. Debtors also seek authorization to pay a total broker commission of 6% to be split evenly between Jim Merlo Real Estate ("Broker"), who represents Debtors, and MPM Real Estate, who represents Buyer. Doc. #215.

Selling Property of Estate under 11 U.S.C. §§ 363(b) and 1206 Permitted

Pursuant to 11 U.S.C. §§ 363(b)(1), 1203 and 1206, a chapter 12 debtor-in-possession, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). The debtor in possession proposing a sale under § 363(b) must demonstrate a valid business justification for the sale and that the sale is proposed in good faith. 240 N. Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 N. Brand Partners, Ltd.), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996). "Good faith encompasses fair value, and further speaks to the integrity of the transaction." Id. (quoting In re Wilde Horse Enters., Inc. 136 B.R. 830, 842 (Bankr. C.D. Cal. 1991)). To make such a determination, "the court and creditors must be provided with sufficient information to allow them to take a position on the proposed sale." Wilde Horse Enters., 136 B.R. at 842.

Debtors and Buyer have entered into a contract for the sale of the Property for \$1,010,000.00. Decl. of Casamira Ada Sanchez, Doc. #217; Decl. of Jace Merlo, Doc. #218. The terms of the current contract are as follows: (1) Buyer shall pay an initial deposit in the amount of \$5,000.00, which has been paid and placed in escrow; and (2) at closing, Buyer shall pay the remaining balance of \$1,005,00.00. Id. The contract is conditioned upon approval by the bankruptcy court and subject to better and higher offers at the hearing. Id.

Debtors believe that approval of the sale on the terms set forth in the motion is in the best interests of creditors and the estate. Doc. #215. The preliminary title report on the Property lists taxes currently owed or in default, which will be paid through escrow. Sanchez Decl., Doc. #217; Ex. A, Doc. #219. The Property is further encumbered by a deed of trust in favor of Jose R. Trevino and Raquel R. Trevino (together, "Creditor"). Sanchez Decl., Doc. #217. Debtors will pay Creditor's lien in full through escrow. Debtors also propose to pay a judgment lien in favor of Gar Bennett, LLC f/k/a GAR Tootelian, Inc. in full through escrow. Id.

It appears that the sale of the Property is in the best interests of the estate, the Property will be sold for a fair and reasonable price, and the sale is supported by a valid business judgment and proposed in good faith. It is anticipated that the proposed sale will pay secured claims on the Property in full and provide additional funds to pay other claims under Debtors' confirmed plan. Plan at ¶4.02, Doc. #153; Sanchez Decl., Doc. #217.

Accordingly, subject to overbid offers made at the hearing, the court will GRANT Debtors' motion and authorize the sale of the Property pursuant to 11 U.S.C. § 363(b)(1).

Selling Property of Estate under 11 U.S.C. § 363(f)(4) Permitted

The debtor in possession may sell property under § 363(b) free and clear of any interest of an entity other than the estate only if, among other things, the

interest is in bona fide dispute. 11 U.S.C. § 363(f)(4). If seeking to sell free and clear under § 363(f)(4), the debtor in possession has the burden of establishing the existence of a bona fide dispute, which can be accomplished if the debtor in possession believes that a dispute exists. Sherer v. Fed. Nat'l Mortg. Ass'n (In re Terrace Chalet Apartments), 159 B.R. 821, 828 (Bankr. N.D. Ill. 1993).

Debtors seek to sell the Property free and clear of any interest of Arriola on the ground that the recordation of the Judgment Lien is an avoidable transfer. The court finds the Property can be sold free and clear of the Judgment Lien because it does not appear that the Judgment Lien attached to the Property. Under California law, "[r]ecordation of an abstract of judgment creates a lien that attaches to all of the debtor's real property interests in the county, and to any after-acquired property, for the 'amount required to satisfy the money judgment.'" Imagine Fulfillment Servs., LLC v. DC Media Capital, LLC (In re Imagine Fulfillment Servs., LLC), 489 B.R. 136, 152 (Bankr. C.D. Cal. 2013), aff'd, 2014 Bankr. LEXIS 3369 (B.A.P. 9th Cir. Aug. 6, 2014) (citing Cal. Civ. Proc. Code §§ 697.340(a)-(b), 697.350(a); SBAM Partners, LLC v. Wang, 164 Cal. App. 4th 903, 907 (2008)). Here, the Judgment Lien was recorded in Fresno County, but the Property is located in Tulare County. Ex. A, Doc. #219. Thus, unless Arriola filed an abstract of judgment in Tulare County, Arriola does not have a judgment lien against the Property, and the Property can be sold free and clear of Arriola's interest pursuant to 11 U.S.C. § 363(f)(4).

If Arriola recorded an abstract of judgment in Tulare County, then the Judgment Lien is subject to avoidance pursuant to 11 U.S.C. § 547. An abstract of judgment recorded in Fresno County by Arriola within the 90 days prior to the filing of Debtors' bankruptcy case does not, with respect to the Property, enable Arriola to receive more in a hypothetical chapter 7 case had the transfer not occurred because the lien did not attach to real property located in another county. Thus, the Judgment Lien is avoidable as a preferential transfer under 11 U.S.C. § 547 only as to real property located in Fresno County. Imagine Fulfillment, 489 B.R. at 152.

Accordingly, the court will authorize the sale of the Property free and clear of the Judgment Lien pursuant to 11 U.S.C. § 363(f)(4).

Compensation to Broker

Debtors also seek authorization to pay Broker a 3% commission for the sale of the Property as well as a 3% commission to the broker for Buyer. Sanchez Decl., Doc. #217. Because the commission for the broker for Buyer did not need to be authorized by this court prior to this sale and no party has objected to paying a 3% commission to the broker for Buyer, the court approves a 3% commission to the broker for Buyer.

With respect to Broker, the court authorized Broker to be employed by Debtors pursuant to listing agreements that expired on December 31, 2024 at a pre-approved commission of 2%. Doc. #90. However, Broker now seeks a commission of 3% pursuant to a new listing agreement that was not previously authorized by the court. The court confirmed Debtors' chapter 12 plan on November 27, 2024. Doc. #153. A copy of the new listing agreement with Broker with respect to the Property has not been provided by the court, and Debtors have not stated what employment dates of Broker are covered by the new listing agreement.

Assuming the new listing agreement with respect to the Property is effective on or after November 27, 2024, the date Debtors' chapter 12 plan was confirmed, it is unclear to the court whether Debtors were required to obtain court approval of the new listing agreement. Compare In re Ball, 2004 Bankr. LEXIS 2501 (Bankr. D. Idaho July 8, 2024) (denying compensation to real estate broker

employed by chapter 12 debtor post-confirmation whose employment had not been previously approved by the bankruptcy court) with In re Mullendore, 517 B.R. 232 (Bankr. D. Mont. 2014) (determining prior court approval not required for real estate broker employed by chapter 11 debtor post-confirmation; however, commission could only be paid from property that was no longer property of the estate). Debtors have not briefed this issue for the court. Because the court requires Debtors to supplement the record before the court can grant the 3% broker commission to Broker requested by Debtors, the court will continue that portion of the motion and set up a supplemental briefing schedule at the hearing.

Conclusion

Accordingly, subject to overbid offers made at the hearing, the court will GRANT Debtors' motion and authorize the sale of the Property pursuant to 11 U.S.C. § 363(b)(1) and (f)(4) as to any interest in the Property asserted by Arriola. The court will approve a 3% commission to the broker for Buyer and defer a determination regarding the 3% commission to be paid to Broker.

4. [24-11422](#)-A-12 **IN RE: IGNACIO/CASAMIRA SANCHEZ** [FW-21](#)

MOTION TO SELL FREE AND CLEAR OF LIENS
12-16-2025 [[227](#)]

CASAMIRA SANCHEZ/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 shall submit a proposed order after the hearing.

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and 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.

Ignacio Sanchez and Casamira Ada Sanchez (together, "Debtors") move the court pursuant to 11 U.S.C. § 363 for an order authorizing the sale of 158.38 acres of farmland situated in Orosi, County of Tulare, California, including trees, vines and outbuildings (together, the "Property"), free and clear of any interests in the Property of Arriola Farm Labor, Inc. ("Creditor") pursuant to § 363(f)(4). Doc. #227.

On November 12, 2025, Debtors filed a motion to sell the Property to Call Cash Buyer, LLC or Nominee thereof ("Buyer") for \$1.3 million ("Sale Motion"). Doc. #198. The court granted the Sale Motion at a hearing held on December 10, 2025. Doc. #223. No order approving the Sale Motion has been entered.

After the Sale Motion was filed and prior to the hearing on the Sale Motion, Debtors learned that Creditor had recorded a judgment lien in Fresno County against Debtors on April 24, 2024 ("Judgment Lien"). Ex. A, Doc. #219; Decl. of Peter A. Sauer, Doc. #229. The Judgment Lien was recorded less than 90 days before Debtors filed their chapter 12 bankruptcy case on May 27, 2024. Doc. #1. Thus, the Judgment Lien is subject to avoidance under 11 U.S.C. § 547 and is in bona fide dispute.

The debtor in possession may sell property under § 363(b) free and clear of any interest of an entity other than the estate only if, among other things, the interest is in bona fide dispute. 11 U.S.C. § 363(f)(4). If seeking to sell free and clear under § 363(f)(4), the debtor in possession has the burden of establishing the existence of a bona fide dispute, which can be accomplished if the debtor in possession believes that a dispute exists. Sherer v. Fed. Nat'l Mortg. Ass'n (In re Terrace Chalet Apartments), 159 B.R. 821, 828 (Bankr. N.D. Ill. 1993).

The court finds the Property can be sold free and clear of the Judgment Lien because it does not appear that the Judgment Lien attached to the Property. Under California law, "[r]ecordation of an abstract of judgment creates a lien that attaches to all of the debtor's real property interests in the county, and to any after-acquired property, for the 'amount required to satisfy the money judgment.'" Imagine Fulfillment Servs., LLC v. DC Media Capital, LLC (In re Imagine Fulfillment Servs., LLC), 489 B.R. 136, 152 (Bankr. C.D. Cal. 2013), aff'd, 2014 Bankr. LEXIS 3369 (B.A.P. 9th Cir. Aug. 6, 2014) (citing Cal. Civ. Proc. Code §§ 697.340(a)-(b), 697.350(a); SBAM Partners, LLC v. Wang, 164 Cal. App. 4th 903, 907 (2008)). Here, the Judgment Lien was recorded in Fresno County, but the Property is located in Tulare County. Ex. A, Doc. #219; Decl. of Peter A. Sauer, Doc. #229. Thus, unless Creditor filed an abstract of judgment in Tulare County, Creditor does not have a judgment lien against the Property, and the Property can be sold free and clear of Creditor's interest pursuant to 11 U.S.C. § 363(f)(4).

If Creditor recorded an abstract of judgment in Tulare County, then the Judgment Lien is subject to avoidance pursuant to 11 U.S.C. § 547. An abstract of judgment recorded in Fresno County by Creditor within the 90 days prior to the filing of Debtors' bankruptcy case does not, with respect to the Property, enable Creditor to receive more in a hypothetical chapter 7 case had the transfer not occurred because the lien did not attach to real property located in another county. Thus, the Judgment Lien is avoidable as a preferential transfer under 11 U.S.C. § 547 only as to real property located in Fresno County. Imagine Fulfillment, 489 B.R. at 152.

Accordingly, subject to opposition being raised at the hearing, the court will GRANT Debtors' motion and authorize the sale of the Property free and clear of the Judgment Lien pursuant to 11 U.S.C. § 363(f)(4).

MOTION TO AMEND ORDER AUTHORIZING EMPLOYMENT OF REAL ESTATE BROKER
12-17-2025 [\[231\]](#)

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to permit the debtors to supplement the record.

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. Because the court requires the debtors to supplement the record before the court can grant the relief requested by the debtors, the court will continue the motion and set up a supplemental briefing schedule. The court is inclined to continue the deadline for opposition and permit opposition to be raised at the continued hearing. The court will issue an order with respect to the further hearing.

Ignacio Sanchez and Casamira Ada Sanchez (together, "Debtors") move the court to amend the order employing Jim Merlo Real Estate ("Broker") to provide for a 6% broker commission instead of a 4% commission with respect to the sale of (a) 158.38 acres of farmland situated in Orosi, County of Tulare, California, including trees, vines and outbuildings (together, "Meyerstein Ranch"), (b) 14.286 acres situated in Dinuba, County of Tulare, California, including a packing house and cold storage facility (together, "Packing House"), and (c) any other real property sold by Broker on behalf of Debtors. Doc. #231.

Debtors move under Federal Rule of Civil Procedure ("Rule") 60(b), incorporated to this proceeding by Federal Rule of Bankruptcy Procedure 9024, to vacate the dismissal of their bankruptcy case. Rule 60(b)(1) permits the court to grant relief from a final order for, *inter alia*, mistake, inadvertence, surprise, excusable neglect, or any other reason that justifies relief. Rule 60(b)(1); Doc. #231. A motion to reconsider an order is an "extraordinary remedy, to be used sparingly in the interests of finality and conservation of judicial resources." Kona Enters. v. Estate of Bishop, 299 F.3d 877, 890 (9th Cir. 2000); see also Berman v. Freedom Fin. Network, LLC, 30 F.4th 849 (9th Cir. 2022) (applying the standard to Rule 60(b)).

Debtors filed this chapter 12 bankruptcy case on May 27, 2024. Doc. #1. On August 30, 2024, Debtors filed an ex parte application to employ Broker to sell Meyerstein Ranch, Packing House and two other parcels of real property, one of which has been sold ("Application"). Doc. #73, 231. The Application provided, pursuant to four listing agreements that each terminated on December 31, 2024 (together, the "Agreements"), for a 2% commission to Broker as the sellers' broker and a 4% commission if Broker also brought in a successful buyer. Doc. #73; Ex. A, Doc. #74. The court approved the Application on September 9, 2024. Order, Doc. #90.

The court confirmed Debtors' chapter 12 plan on November 27, 2024. Doc. #153. No subsequent application to employ Broker was filed after the Agreements terminated on December 31, 2024 even though Debtors entered into new listing

agreements with Broker that provide for a 6% commission to Broker. Doc. #231. Copies of the new listing agreements have not been provided by the court, and Debtors have not stated what employment dates of Broker are covered by the new listing agreements.

Assuming that the new listing agreements are effective on or after November 27, 2024, the date Debtors' chapter 12 plan was confirmed, it is unclear to the court whether Debtors were required to obtain court approval of the new listing agreements. Compare In re Ball, 2004 Bankr. LEXIS 2501 (Bankr. D. Idaho July 8, 2024) (denying compensation to real estate broker employed by chapter 12 debtor post-confirmation whose employment had not been previously approved by the bankruptcy court) with In re Mullendore, 517 B.R. 232 (Bankr. D. Mont. 2014) (determining prior court approval not required for real estate broker employed by chapter 11 debtor post-confirmation; however, commission could only be paid from property that was no longer property of the estate). Debtors have not briefed this issue for the court.

Moreover, it is unclear to the court whether Broker was the broker for the buyer of Meyerstein Ranch ("Buyer") or if there was a separate broker representing Buyer. Compare Decl. of Casamira Ada Sanchez, Doc. #202 with Decl. of Jace Merlo, Doc. #233. To the extent Broker represented both Debtors and Buyer, then the order approving the employment of Broker may limit the amount of commission to be approved with respect to that sale, subject to the issue raised above. To the extent Broker is not the broker for Buyer, then the commission amount for Buyer's broker did not need to be authorized by this court prior to this sale. Because no party objected to paying a 3% commission to Buyer's broker, the court could approve a 3% commission to the Buyer's broker so long as Broker is not also Buyer's broker.

The court will continue the hearing on this motion to permit Debtors to supplement the motion because (i) Debtors have not provided the court with the new listing agreements or briefed the limitations on the court of permitting post-confirmation commissions for real estate brokers not previously approved by the court, and (ii) it is unclear whether Broker is also the broker for Buyer with respect to the sale of Meyerstein Ranch.

6. [25-26635](#)-A-9 **IN RE: DIABLO GRANDE COMMUNITY FACILITIES DISTRICT NO. 1**

STATUS CONFERENCE RE: CHAPTER 9 VOLUNTARY PETITION
11-25-2025 [\[1\]](#)

JOSEPH BUCHMAN/ATTY. FOR DBT.

NO RULING.

FURTHER HEARING RE: MOTION TO USE CASH COLLATERAL
5-30-2025 [\[4\]](#)

FRED RAU DAIRY, INC/MV
PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted on an interim basis through March 2, 2026.

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 initially set for final hearing on June 25, 2025 pursuant to the initial motion papers and an interim order authorizing use of cash collateral. Doc. #4, 13. The final hearing was continued to July 16, 2025 (Doc. #43), then to August 13, 2025 (Doc. #68), then to October 29, 2025 (Doc. #93), then to November 25, 2025 (Doc. #148), then to December 10, 2025 (Doc. #160), and subsequently to January 14, 2026 ("Interim Order"). Doc. #176. The continued hearing was set on at least 14 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 4001(b)(2) and Local Rule of Practice 9014-1(f)(2) and will proceed as scheduled. Because the request authorizing interim use of cash collateral through March 2, 2026 was set on less than 28 days' notice, opposition to the final use of cash collateral may be raised at the hearing. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant use of cash collateral on an interim basis through March 2, 2026. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper. The court will issue an order if a further hearing is necessary.

Fred Rau Dairy, Inc. ("DIP"), the chapter 11 debtor and debtor-in-possession, moves the court for an order authorizing DIP to use the cash collateral of: (i) AgWest Farm Credit ("AgWest"); (ii) Farm Credit Leasing Services; (iii) Stanislaus Farm Supply Co.; (iv) Nutrien Ag Solutions, Inc.; and (v) Associated Feed and Supply through March 2, 2026 subject to a weekly budget. Motion, Doc. #4; Am. Ex. B, Doc. #28; Order, Doc. #68; Order, Doc. #93; Interim Order, Doc. #176. DIP seeks court authorization to use cash collateral to pay expenses incurred by DIP in the normal course of its business. Motion, Doc. #4. DIP conducts both dairy farming and crop farming. Decl. of Michael Reid, Doc. #6. DIP has approximately 2,600 Holstein cows, springers, heifers and bulls as well as approximately 150 Angus steers and farms approximately 2,750 acres of farmland. Id.

On November 26, 2025, DIP filed an updated budget to support its request for use of cash collateral through March 2, 2026. Doc. #161. On July 31, 2025, AgWest and DIP entered into a stipulation for DIP's use of AgWest's cash collateral ("Stipulation"). Doc. #77. At a hearing held on December 10, 2025, the court granted continued use of cash collateral on an interim basis through January 18, 2026, and required DIP to file supplemental papers on or before December 24, 2025. Interim Order, Doc. #176. On December 24, 2025, DIP filed a status report with respect to its continued use of cash collateral. Doc. #191.

Pursuant to 11 U.S.C. § 363, a debtor in possession can use property of the estate that is cash collateral by obtaining either the consent of each entity

that has an interest in such cash collateral or court authorization after notice and a hearing. 11 U.S.C. § 363(c)(2). "The primary concern of the court in determining whether cash collateral may be used is whether the secured creditors are adequately protected." In re Plaza Family P'ship, 95 B.R. 166 (E.D. Cal. 1989) (citing 11 U.S.C. § 363(e)). Bankruptcy Code section 361(1) states that adequate protection may be provided by "requiring the [debtor in possession] to make a cash payment or periodic cash payments to such entity, to the extent that the stay under section 362 of this title, use, sale, or lease under section 363 of this title, or any grant of a lien under section 364 of this title results in a decrease in the value of such entity's interest in such property." 11 U.S.C. § 361(1). Pursuant to 11 U.S.C. § 363(p), DIP carries the burden of proof on the issue of adequate protection.

As adequate protection for DIP's use of cash collateral, DIP will grant replacement liens to Farm Credit Leasing Services, Stanislaus Farm Supply Co., Nutrien Ag Solutions, Inc. and Associated Feed and Supply (collectively, "Secured Creditors") to the extent Secured Creditors' cash collateral is used. Based on the budget filed on November 26, 2025, DIP's use of cash collateral will generate more income than the cash collateral to be used through March 2, 2026. Doc. #161.

Because AgWest has stipulated to the use of its cash collateral, the court only needs to authorize DIP's use of Secured Creditors' cash collateral. The court finds DIP has met its burden of showing that Secured Creditors are adequately protected for DIP's use of their cash collateral by the proposed replacement liens. Doc. #161. Moreover, DIP needs to use the cash collateral to continue its post-petition business operations. Reid Decl., Doc. #6.

Accordingly, pending opposition being raised at the hearing, the court will GRANT DIP's request to use cash collateral on an interim basis through March 2, 2026 on the terms set forth in the motion, as amended by interim orders and the Stipulation, and subject to the budget filed as Doc. #161. At the hearing, counsel for DIP should be prepared to set a new hearing date for the further use of cash collateral and a date to file and serve supplemental pleadings in case DIP has not confirmed a chapter 11 plan by March 2, 2026.

1. [25-13240](#)-A-7 **IN RE: CHERYL GENTZ**

PRO SE REAFFIRMATION AGREEMENT WITH 21ST MORTGAGE CORPORATION
12-5-2025 [[20](#)]

DAVID CHUNG/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

The debtor's counsel will inform the debtor that no appearance is necessary.

The court is not approving or denying approval of the reaffirmation agreement. The debtor was represented by counsel when she entered into the reaffirmation agreement. Pursuant to 11 U.S.C. §524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect. In re Minardi, 399 B.R. 841, 846 (Bankr. N.D. Okla. 2009). The reaffirmation agreement, in the absence of a declaration by the debtor's counsel, does not meet the requirements of 11 U.S.C. §524(c) and is not enforceable. The debtor shall have 14 days to refile a reaffirmation agreement properly signed and endorsed by the debtor's attorney.

2. [25-13064](#)-A-7 **IN RE: MIGUEL SOLORIO**

PRO SE REAFFIRMATION AGREEMENT WITH ALLY BANK
12-15-2025 [[15](#)]

NO RULING.

3. [25-13190](#)-A-7 **IN RE: EDDIE/DEENA CORONADO**

PRO SE REAFFIRMATION AGREEMENT WITH UNIFY FINANCIAL CREDIT UNION
12-10-2025 [[15](#)]

TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

The debtors' counsel will inform the debtors that no appearance is necessary.

The debtors were represented by counsel when they entered into the reaffirmation agreement. Pursuant to 11 U.S.C. §524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement

will have legal effect. In re Minardi, 399 B.R. 841, 846 (Bankr. N.D. Okla. 2009). In this case, the debtors' attorney affirmatively represented that he could not recommend the reaffirmation agreement. Therefore, the agreement does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable.

4. [25-13093](#)-A-7 **IN RE: DELBERT BILLUPS**

PRO SE REAFFIRMATION AGREEMENT WITH CAPITAL ONE AUTO FINANCE
12-19-2025 [[27](#)]

NO RULING.

1. [25-13019](#)-A-7 **IN RE: JULIAN ESTEPP AND ANGEL HERRERA**
[EAT-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-1-2025 [\[26\]](#)

CARRINGTON MORTGAGE SERVICES, LLC/MV
BENNY BARCO/ATTY. FOR DBT.
CASSANDRA RICHEY/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 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 movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The movant, Carrington Mortgage Services, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to real property located at 220 Bois D Arc Dr., Bullard, Texas 75757 ("Property"). Doc. #26.

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 according to the debtors' schedules, the debtors are on title but transferred the Property to investor prepetition. Doc. #1. According to the debtors' Statement of Intention, the Property will be surrendered. Id.

The court also finds that the debtors do not have any equity in the Property and the Property is not necessary to an effective reorganization because the

debtors are in chapter 7. The Property is valued at \$220,000.00 and the debtors owe \$252,296.04. Doc. #26.

Accordingly, the motion is 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.

2. [25-13524](#)-A-7 **IN RE: JUAN/DAISY MONTEON**

CONTINUED ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION
IN PACER
11-5-2025 [\[14\]](#)

CHIRNESE LIVERPOOL/ATTY. FOR DBT.

NO RULING.

3. [25-13234](#)-A-7 **IN RE: MARC SUSTAITA**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-2-2025 [\[17\]](#)

FIRST TECH FEDERAL CREDIT UNION/MV
BENNY BARCO/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, First Tech Federal Credit Union ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2020 Kia Sorento, VIN: 5XYPG4A5XLG612670 ("Vehicle"). Doc. #17.

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 five complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$2,757.50. Decl. of Brianne Young, Doc. #19. According to the debtor's Statement of Intention, the Vehicle will be surrendered. 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. The Vehicle is valued at \$14,975.00 and the debtor owes \$23,161.37. Young Decl., Doc. #19.

Accordingly, the motion is 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)(4) is ordered waived because the debtor has failed to make at least five pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

4. [25-13936](#)-A-7 **IN RE: MOHAMMED ALQUTAMI AND NIDA AL QATAMI**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION IN PACER
12-9-2025 [\[23\]](#)

NICHOLAS NASSIF/ATTY. FOR DBT.
RESPONSIVE PLEADING

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 incorrect contact information was updated by the debtors' counsel. Therefore, this order to show cause will be VACATED. No appearance is necessary.

MOTION FOR RELIEF FROM AUTOMATIC STAY
11-20-2025 [\[15\]](#)

CAPITAL ONE AUTO FINANCE/MV
BRETTE EVANS/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.
RESPONSIVE PLEADING
DISCHARGED 12/31/2025

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 pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtor filed a timely statement of non-opposition. Doc. #21. 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 non-responding 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 December 31, 2025. Doc. #23. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, Capital One Auto Finance, a division of Capital One, N.A. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2017 Chevrolet Cruze LT Sedan 4D, VIN: 1G1BE5SM9H7243793 ("Vehicle"). Doc. #15. The debtor does not oppose the motion. Doc. #21.

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 five complete pre-

and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$1,697.44. Decl. of Yvette Hutchison, Doc. #18. According to the debtor's Statement of Intention, the Vehicle will be surrendered. Doc. #1. The Vehicle was surrendered to Movant prepetition on September 3, 2025. Doc. #1; Hutchison Decl., Doc. #18.

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. The Vehicle is valued at \$3,611.00 and the debtor owes \$5,826.46. Hutchison Decl., Doc. #18.

Accordingly, the motion is 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)(4) is ordered waived because the debtor has failed to make at least five pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

6. [25-11462](#)-A-7 **IN RE: MAREBEL RANGEL**
[JCW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-4-2025 [\[59\]](#)

BRIGHTHOUSE LIFE INSURANCE COMPANY/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
KRISTIN SCHULER-HINTZ/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

The certificate of service filed in connection with this motion shows that the chapter 7 trustee was only served electronically pursuant to Federal Rule of Civil Procedure 5 and Federal Rules of Bankruptcy Procedure ("Rule") 7005 and 9036 Service. Doc. #65. However, Rules 4001(a)(1) and 9014(b) require service of a motion for relief from stay to be made pursuant to Rule 7004. Rule 9036(e) does not permit electronic service when any paper is required to be served in accordance with Rule 7004. Because the chapter 7 trustee was not served by mail as required by Rule 7004(b)(1), the motion was not served properly on the chapter 7 trustee.

MOTION TO COMPEL ABANDONMENT
12-24-2025 [\[12\]](#)

MISTY RICHARDSON/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 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 a further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

Misty Rae Richardson ("Debtor"), the chapter 7 debtor in this case, moves the court to compel the chapter 7 trustee to abandon the estate's interest in a 2018 Mercedes E300 ("Vehicle") as well as Debtor's braiding business, including equipment and assets used in that business consisting of braiding hair, hair gels, barber chair, ring light, tripod stand, sprays & mouses, and cell phone (collectively, the "Personal Property," and together with the Vehicle, the "Property"). Doc. #12. Debtor asserts there is minimal non-exempt equity in the Property, and the Property therefore has no value to the bankruptcy estate. Id.

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. #12. 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. Debtor's Vehicle is valued at \$12,000.00 and is encumbered by a lien for \$4,052.00. Schedule A/B, Doc. #1; Schedule D, Doc. #1. Debtor claims an exemption of \$7,948.00 in the Vehicle under California Civil Procedure Code § 704.140. Schedule C, Doc. #1; Decl. of Misty Rae Richardson, Doc. #14. Debtor values the Personal Property at \$2,940.00 and claims a \$2,940.00 exemption in the Personal Property under California Civil Procedure Code § 704.140. Id. Further, the only non-exempt asset is the goodwill of the business, which

Debtor believes has no value because Debtor has no employees, and Debtor's business is completed entirely by Debtor's manual labor. Doc. #12. The court finds that Debtor has met her 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.

8. [25-13865](#)-A-7 **IN RE: STACY KING**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION IN PACER
12-2-2025 [\[14\]](#)

DEDE AGRAVA/ATTY. FOR DBT.

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 incorrect contact information was updated by the debtor's counsel. Therefore, this order to show cause will be VACATED. No appearance is necessary.

9. [25-13368](#)-A-7 **IN RE: ROBERT FLUTY**
[JMV-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO APPEAR AT
SEC. 341(A) MEETING OF CREDITORS
11-10-2025 [\[19\]](#)

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue the order.

The chapter 7 trustee's motion to dismiss is CONDITIONALLY DENIED.

The debtor shall attend the meeting of creditors rescheduled for January 9, 2026 at 11:00 a.m. If the debtor fails to do so, the chapter 7 trustee may file a declaration with a proposed order and the case may be dismissed without a further hearing.

The time prescribed in Federal Rules of Bankruptcy Procedure 1017(e)(1) and 4004(a) for the chapter 7 trustee and the U.S. Trustee to object to the debtor's discharge or file motions for abuse, other than presumed abuse, under 11 U.S.C. § 707, is extended to 60 days after the conclusion of the meeting of creditors.

10. [25-13574](#)-A-7 **IN RE: ANGELICA CARRILLO**
[PFT-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO APPEAR AT
SEC. 341(A) MEETING OF CREDITORS
12-1-2025 [\[29\]](#)

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue the order.

The chapter 7 trustee's motion to dismiss is CONDITIONALLY DENIED.

The debtor shall attend the meeting of creditors rescheduled for January 28, 2026 at 3:00 p.m. If the debtor fails to do so, the chapter 7 trustee may file a declaration with a proposed order and the case may be dismissed without a further hearing.

The time prescribed in Federal Rules of Bankruptcy Procedure 1017(e)(1) and 4004(a) for the chapter 7 trustee and the U.S. Trustee to object to the debtor's discharge or file motions for abuse, other than presumed abuse, under 11 U.S.C. § 707, is extended to 60 days after the conclusion of the meeting of creditors.

11. [25-13675](#)-A-7 **IN RE: MARISOL DELGADILLO AGREDANO**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-5-2025 [\[16\]](#)

TOYOTA MOTOR CREDIT CORPORATION/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
KIRSTEN MARTINEZ/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 movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The movant, Toyota Motor Credit Corporation ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2024 Toyota Tundra, VIN: 5TFLA5DBRX175203 ("Vehicle"). Doc. #16.

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 three complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$3,539.76. Decl. of Debra Knight, Doc. #16. According to the debtor's Statement of Intention, the Vehicle will be surrendered. 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. Id. The Vehicle is valued at \$50,625.00 and the debtor owes \$62,236.85. Knight Decl., Doc. #16.

Accordingly, the motion is 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)(4) is ordered waived because the debtor has failed to make at least three pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

12. [25-12980](#)-A-7 **IN RE: MARCOS RODRIGUEZ AND JENNIFER GARCIA**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-5-2025 [\[22\]](#)

LAKEVIEW LOAN SERVICING, LLC/MV
DIXON KUMMER/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.
DISCHARGED 12/08/2025

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 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 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 debtors' interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtors' discharge was entered on December 8, 2025. Doc. #21. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, Lakeview Loan Servicing, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a piece of real property located at 18482 Shafter Ave., Shafter, California 93263 ("Property"). Doc. #22.

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 debtors do 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 debtors have been in default since October 1, 2025. Decl. of Chastity Wilson, Doc. #25.

While the court finds that the Property is not necessary to an effective reorganization because the debtors are in chapter 7, based on the evidence filed with the motion, the debtors have equity in the Property, so relief from stay pursuant to 11 U.S.C. § 362(d)(2) is not warranted. Movant has valued the Property at \$285,000.00 and the debtors owe Movant \$245,944.99. Wilson Decl., Doc. #24.

Accordingly, the motion is 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. The motion is denied pursuant to 11 U.S.C. § 362(d)(2). No other relief is awarded.

The order shall also provide that the bankruptcy proceeding has been finalized for purposes of California Civil Code § 2923.5.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) is ordered waived because the debtors are in default since October 1, 2025.

13. [25-13685](#)-A-7 **IN RE: GRACE PEARCE**
[JCW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
11-20-2025 [\[13\]](#)

ALLY BANK/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
JENNIFER WONG/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 movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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 2020 Ford Explorer ST Sport Utility 4D, VIN: 1FM5K8GC0LGD06718 ("Vehicle"). Doc. #13.

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 four complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$3,630.80 plus repossession charges in the amount of \$260.00 and late charges of \$90.78. Decl. of Paul Tangen, Doc. #15. Movant repossessed the Vehicle prepetition on October 16, 2025. Doc. #1; Tangen Decl., Doc. #15. According to the debtor's Statement of Intention, the Vehicle will be surrendered. 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. The Vehicle is valued at \$24,501.00 and the debtor owes \$37,648.86. Tangen Decl., Doc. #15.

Accordingly, the motion is 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)(4) is ordered waived because the debtor has failed to make at least four pre- and post-petition payments to Movant, the Vehicle is a depreciating asset, and the debtor has already surrendered the Vehicle to Movant.

14. [25-11790](#)-A-7 **IN RE: JORGE HERNANDEZ**
[LNH-2](#)

MOTION TO SELL AND/OR MOTION FOR COMPENSATION FOR WATSON REALTY, BROKER(S)
12-9-2025 [\[27\]](#)

JEFFREY VETTER/MV
NEIL SCHWARTZ/ATTY. FOR DBT.
LISA HOLDER/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled for higher and better offers.

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 set for hearing on at least 28 days' notice 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). Therefore, the defaults of the above-mentioned parties in interest are entered. This matter will proceed as scheduled for higher and better offers.

Jeffrey M. Vetter ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Jorge Ivan Hernandez ("Debtor"), moves the court pursuant to 11 U.S.C. § 363 for an order authorizing the sale of real property located at 5349 Weedpatch Highway, Bakersfield, California ("Property") to Silvia Torres Medina ("Buyer") for the purchase price of \$199,000.00, subject to higher and better bids at the hearing. Doc. #27. Trustee will pay liens or encumbrances secured by the Property. Doc. #27; Decl. of Trustee, Doc. #30. Trustee also seeks authorization to pay a commission for the sale to Watson Realty and agent Paula Vargas ("Broker"). Doc. #27.

Selling Property of Estate under 11 U.S.C. § 363(b)(1) Permitted

Pursuant to 11 U.S.C. § 363(b)(1), the trustee, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed

in good faith. In re Alaska Fishing Adventure, LLC, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) (citing 240 N. Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 N. Brand Partners, Ltd.), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996)). "In the context of sales of estate property under § 363, a bankruptcy court 'should determine only whether the trustee's judgment [is] reasonable and whether a sound business justification exists supporting the sale and its terms.'" Alaska Fishing Adventure, 594 B.R. at 889 (quoting 3 COLLIER ON BANKRUPTCY ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.)). "[T]he trustee's business judgment is to be given great judicial deference." Id. at 889-90 (quoting In re Psychometric Sys., Inc., 367 B.R. 670, 674 (Bankr. D. Colo. 2007)).

Trustee believes that approval of the sale on the terms set forth in the motion is in the best interests of creditors and the estate. Doc. #27. Debtor valued the Property at \$232,116.00 in his schedules. Schedule A/B, Doc. #1. Buyer tendered an offer of \$199,000.00, which Trustee has accepted conditioned upon the court's approval and better and higher offers at the hearing. Doc. #27; Decl. of Trustee, Doc. #30. Trustee believes this is the best offer for the Property that Trustee can obtain. Trustee Decl., Doc. #30. The sale is "as is, where is" with no warranties or representations of any nature and no disclosures. Doc. #27. Buyer has made an initial deposit of \$5,000.00. Id. The Property is encumbered by a mortgage held by Nationstar/Mr. Cooper in the principal amount of \$120,467.00, which will be paid in full at closing and out of escrow. Doc. #27; Decl. of Trustee, Doc. #30. Based upon the taxes on the Property being current, the sales contract and charges common in the industry, Trustee estimates a benefit to the estate of \$62,539.00. Trustee Decl., Doc. #30. Trustee expects to pay a \$11,940.00 commission to Broker and \$4,000.00 in costs of sale. Id.

The Property will be sold at a price greater than the aggregate value of all liens on the Property and it appears that the sale of the estate's interest in the Property is in the best interests of the estate, the Property will be sold for a fair and reasonable price, and the sale is supported by a valid business judgment and proposed in good faith.

Accordingly, subject to overbid offers made at the hearing, the court will GRANT Trustee's motion and authorize the sale of the Property pursuant to 11 U.S.C. § 363(b)(1). The motion does not specifically request, nor will the court authorize, the sale free and clear of any liens or interests. Trustee indicates that mortgage held by Nationstar/Mr. Cooper encumbering the Property will be paid in full at closing and out of escrow.

Compensation to Broker

Trustee also seeks authorization to pay Broker a commission for the sale of the Property. This court has determined that employment of Broker is in the best interests of the estate and has previously authorized a 6% percentage commission payment structure pursuant to 11 U.S.C. § 328. Decl. of Jeffrey M. Vetter, Doc. #17; Order, Doc. #19.

Trustee seeks to pay Broker a 6% commission on the sale of the Property as the real estate broker for the sale, with the commission to be shared with any participating buyer's agent pursuant to custom and any cooperating broker's agreement. Decl. of Trustee, Doc. #30. The 6% fee is the industry standard commission for sales of single family residences. Id. Trustee estimates that Broker's commission for the sale of the Property will equal \$11,940.00. Id. The court finds the compensation sought is reasonable, actual, and necessary.

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Conclusion

Accordingly, subject to overbid offers made at the hearing, the court will GRANT Trustee's motion and authorize the sale of the Property pursuant to 11 U.S.C. § 363(b)(1). Trustee is authorized to pay Broker for services as set forth in the motion.

15. [18-10398](#)-A-7 **IN RE: ALIPIO SANTIAGO**
[JES-2](#)

MOTION FOR COMPENSATION FOR JAMES E. SALVEN, CHAPTER 7 TRUSTEE(S)
11-25-2025 [\[119\]](#)

JAMES SALVEN/MV
ERIC ESCAMILLA/ATTY. FOR DBT.
PETER SAUER/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This motion is DENIED WITHOUT PREJUDICE for failure to comply with this court's local rules.

The motion (Doc. #119) does not comply with Local Rule of Practice 9004-1(c), which requires that all pleadings and non-evidentiary documents shall be signed by the individual attorney representing the party presenting, or by the party involved if that party is appearing in propria persona. Here, the motion is not signed by anyone. Doc. #119.