



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

**Hearing Date: Thursday, January 8, 2026**

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

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

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

Please also note the following:

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

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

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

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

## **INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS**

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

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

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

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

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

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

9:30 AM

1. 24-12751-B-11     **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**  
FRB-7

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR  
ADEQUATE PROTECTION  
12-19-2025    [344]

AMERICAN AGCREDIT, PCA/MV  
PETER FEAR/ATTY. FOR DBT.  
MICHAEL GOMEZ/ATTY. FOR MV.

NO RULING.

2. 25-13979-B-11     **IN RE: SAVI CONSTRUCTION LLC**  
YW-2

MOTION TO REJECT LEASE OR EXECUTORY CONTRACT  
12-5-2025    [22]

SAVI CONSTRUCTION LLC/MV  
LEONARD WELSH/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. Order preparation determined at the hearing.

Savi Construction LLC ("Savi" or "DIP"), Debtor-in-possession in the above-styled Chapter 11, Subchapter V proceeding, moves for an order authorizing DIP to reject an executory contract with Kelly-Harrison, Inc. dba KHI Construction ("KHI"). Doc. #22.

The motion is accompanied by:

1. the Declaration of Jenny Ramirez, a Member of the debtor LLC ("Ramirez" and "the Ramirez Declaration");
2. a Declaration by DIP's counsel; and
3. Exhibits consisting of
  - a. A copy of the agreement between Savi and KHI, and
  - b. An excerpt from DIP's Schedule G (Executory Contracts and Unexpired Leases) filed by DIP on November 26, 2025.

Docs. ##24-26. DIP complied with Fed. R. Bankr. P. 7004(b)(3) by serving KHI's President, Kevin Kelly, via first class mail on December 4, 2025. Doc. #27.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a *prima facie* case for the requested relief. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED, but the hearing will proceed as scheduled for the reasons outlined below.

Savi filed for bankruptcy on November 26, 2025. Doc. #1. Scott Sackett is the Subchapter V Trustee ("Sackett" or "Trustee"), and no other trustee has been sought or appointed. Doc. #11.

The Ramirez Declaration avers that DIP owns and operates a construction business and that DIP entered into a "Standard Agreement between Constructor and Subcontractor" ("the Subcontract") with KHI. Doc. #25.

11 U.S.C. § 1107 gives a chapter 11 debtor in possession all rights and powers of a trustee, other than the right to compensation under § 330, and requires the debtor in possession to perform all the functions and duties of a trustee, except those specified in § 1106(a)(2), (3), and (4).

11 U.S.C. § 365(a) allows a trustee [or debtor in possession] to assume or reject an executory contract or unexpired lease of the debtor.

While the Code does not define "executory contract," the Ninth Circuit has adopted the "Countryman test" for determining whether a contract is executory: "[A] contract is executory if 'the obligations of both parties are so unperformed that the failure of either party to complete performance would constitute a material breach and thus excuse the performance of the other.'" *Countryman, Executory Contracts in Bankruptcy*, 57 Minn. L. 439, 446 (1973); *Svenhard's Swedish Bakery v. United States Bakery (In re Svenhard's Swedish Bakery)*, 653 B.R. 471, 477 (B.A.P. 9th Cir. 2023) (noting Ninth Circuit's adoption of Countryman test), aff'd *Svenhard's Swedish Bakery v. United States*

*Bakery (In re Svenhard's Swedish Bakery)*, 154 F.4th 1100, 1102 (9th Cir. 2025)

Ramirez further declares that DIP has not completed all the work required by the Subcontract and that KHI has not paid all the money owed to Savi under the contract. *Id.* Thus, the contract is executory within the meaning of 11 U.S.C. § 365(a) and the Countryman test.

In evaluating a decision to reject an executory contract or unexpired lease in the Ninth Circuit, "the bankruptcy court should presume that the debtor-in-possession acted prudently on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate." *Agarwal v. Pomona Valley Med. Group, Inc. (In re Pomona Valley Med. Group, Inc.)*, 476 F.3d 665, 670 (9th Cir. 2007) (citations omitted).

Here, rejection of the Agreements appears to be a reasonable exercise of Debtor's business judgment. Ramirez declares that assuming the Subcontract will be prejudicial to DIP's business and reorganization and that DIP's profitability will improve if the Subcontract is rejected. Doc. #24. This is true, Ramirez avers, because Savi cannot complete the work required by the Subcontract in a cost-effective way and will lose money if required to complete the subcontract. *Id.*

No party in interest opposed this motion which will be GRANTED. Nevertheless, a hearing in this matter will proceed as scheduled. Absent from the motion is any request to set a proposed bar date for claims arising from rejection of the Subcontract. The court will inquire about the proposed claims bar date for claims based on this motion at the hearing. Regardless of which date is selected, DIP shall file a certificate of service for notice to the other contracting parties that conspicuously sets forth the bar date within seven (7) days of entry of the order granting this motion.

11:00 AM

1. 25-12434-B-7    **IN RE: ELIJAH SERRANO**

REAFFIRMATION AGREEMENT WITH JPMORGAN CHASE BANK, N.A.  
11-20-2025    [19]

ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION:    Denied.

ORDER:    The court will issue an order.

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

A Reaffirmation Agreement between Elijah Daniel Serrano ("Debtor") and JPMorgan Chase for a 2022 Ram - 3500 ("Vehicle") was filed on November 20, 2025. Doc. #19.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

The documents submitted in support of the reaffirmation agreement include information that the Debtor is a co-signer on the contract. This means another party may be liable for this obligation.

Accordingly, approval of the Reaffirmation Agreement between Debtor and JPMorgan Chase will be DENIED.

2. 25-13336-B-7    **IN RE: DAVID MENDOZA SALAZAR AND MARIA URENO-GAMBOA**

REAFFIRMATION AGREEMENT WITH VALLEY STRONG CREDIT UNION  
12-2-2025    [23]

RAYMOND PEREZ/ATTY. FOR DBT.

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

DISPOSITION:    Denied.

ORDER:    The court will issue an order.

Debtors' counsel will inform debtors that no appearance is necessary.

A Reaffirmation Agreement between David Mendoza Salzar ("Debtor") and Valley Strong Credit Union ("Creditor") for a 2018 Honda Accord ("Vehicle") was filed on December 2, 2025. Doc. #23.

This reaffirmation agreement avers that the monthly payment for the Vehicle is \$435.97. Debtors' Schedule J item 17a lists "Car payments for Vehicle 1" in the amount of \$995.00. The court can only conclude that this entry combines the payments of the two vehicles listed on Debtors' Schedule D. Each vehicle payment should be listed separately.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

Here, with the remaining term, current value, and age of the Vehicle, reaffirmation of this debt is not in the Debtor's best interest. Nothing prevents the Debtor from continuing to make payments to the Creditor nor the Creditor from accepting those payments. Approval of the reaffirmation agreement is DENIED.

3. 25-13484-B-7     **IN RE: TERRY/SYLVIA RODRIQUEZ**

REAFFIRMATION AGREEMENT WITH GOLDEN 1 CREDIT UNION  
11-6-2025    [14]

SCOTT LYONS/ATTY. FOR DBT.

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

DISPOSITION:    Denied.

ORDER:           The court will issue an order.

Debtors' counsel will inform debtors that no appearance is necessary.

A Reaffirmation Agreement between Sylvia Ann Rodriguez ("Debtor") and Golden 1 Credit Union for a 2023 Nissan Kick ("Vehicle") was filed on November 6, 2025. Doc. #14.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

The documents submitted in support of the reaffirmation agreement include information that the Debtor is a co-signer on the contract. This means another party may be liable for this obligation.

Accordingly, approval of the Reaffirmation Agreement between Debtor and Golden 1 Credit Union will be DENIED.

4. 25-13198-B-7    **IN RE: MARIA MARTINEZ**

AMENDED REAFFIRMATION AGREEMENT WITH TOYOTA MOTOR CREDIT CORPORATION  
11-16-2025    [15]

ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION:    Denied.

ORDER:    The court will issue an order.

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

A Reaffirmation Agreement between Maria Trinidad Martinez ("Debtor") and Toyota Motor Credit Corporation for a 2020 Toyota Camry ("Vehicle") was filed on November 16, 2025. Doc. #15.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

The documents submitted in support of the reaffirmation agreement include information that the Debtor is a co-signer on the contract. This means another party may be liable for this obligation.

Accordingly, approval of the Reaffirmation Agreement between Debtor and Toyota Motor Credit Corporation will be DENIED.

1:30 PM

1. 25-13500-B-7    **IN RE: DANIEL/ERICA DE LA CERDA**  
EAT-1

MOTION FOR RELIEF FROM AUTOMATIC STAY  
11-19-2025    [19]

WELLS FARGO BANK, N.A./MV  
CASSANDRA RICHEY/ATTY. FOR MV.

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

DISPOSITION:    Denied without prejudice.

ORDER:    The court will enter the order.

Wells Fargo Bank N.A. ("Movant") seeks an order lifting the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) in the above-captioned matter so that Movant may enforce its remedies against the property in accordance with applicable non-bankruptcy law on the real property commonly known as 42036 Tollhouse Road, Shaver Lake, California (the "Property"). Doc. #19.

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

LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR 9014. LBR 9014, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the Notice of the motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice only directed that written opposition should be served upon Movant's counsel. See Docs. #20, #25. However, as the motion to lift stay implicates assets of the estate, the Chapter 7 Trustee and the U.S. Trustee are included among "the persons who must be served with such opposition."

Accordingly, the Notice is deficient, and this motion must be DENIED WITHOUT PREJUDICE.

2. 25-13103-B-7     **IN RE: ADRIENNE CARNERO**  
KMT-2

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS  
12-2-2025    [20]

IRMA EDMONDS/MV  
NICHOLAS WAJDA/ATTY. FOR DBT.  
GABRIEL HERRERA/ATTY. FOR MV.

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

**DISPOSITION:**    Sustained.

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

Chapter 7 trustee Irma Edmonds ("Trustee") objects to Adrienne Carnero's ("Debtor") claimed homestead exemption in real property located at 13890 Highway Ave., Armona, CA, 93202 ("Subject Property") on the grounds that Debtor is not entitled to said homestead exemption on the Subject Property because she actually resides at 3721 East Platt Ave., Fresno, CA ("Fresno Property") as confirmed by various documentary exhibits relied upon by Trustee. Doc. #20.

This objection was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the 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 sustaining of the objection. *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 except Debtor are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the objecting party has done here.

Neither Debtor nor any other party in interest opposed the Objection. This Objection will be SUSTAINED.

Debtor filed this Chapter 7 case on September 12, 2005. Doc. #1. Debtor's petition states that she resides at the Subject Property. *Id.* Also, Debtor's Schedules A/B, C, and D all list the Subject Property as Debtor's residence. *Id.* Debtor's Statement of Financial Affairs states that she has not resided anywhere other than the Subject Property within the last three years. *Id.*

However, in response to Trustee's request, Debtor submitted a number of documents, including: Debtor's 2024 Tax Return; monthly deposit account statements for Cash App, JPMorgan Chase, and US Bank; Debtor's car registration; a recent electricity bill; Debtor's W-2; Debtor's driver's license; Debtor's most recent property tax bill; and Debtor's voter registration. See Doc. #22 (Exhibits). All of these documents are addressed to the Fresno Property except for the electricity bill, which is addressed to the Subject Property, but which lists Edward E. Reinertsen as the addressee rather than Debtor. *Id.*

California Code Civil Procedure ("CCCP") section 704.710(c) defines a homestead "the principal dwelling (1) in which the judgment debtor or the judgment debtor's spouse resided on the date the judgment creditor's lien attached to the dwelling, and (2) in which the judgment debtor or the judgment debtor's spouse resided continuously thereafter until the date of the court determination that the dwelling is a homestead." C.C.C.P. § 704.710(c). "[T]he filing of a petition serves as both a hypothetical levy and as the operative date of the exemption." *Diaz v. Kosmala (In re Diaz)*, 547 B.R. 329, 335 (B.A.P. 9th Cir. 2016).

Under California law, the burden of proof for determining whether an exemption applies lies with the party asserting the exemption (Debtor, in this instance). C.C.C.P. § 703.580.

Generally, a debtor's claimed exemption is presumptively valid, and the party objecting to a debtor's exemption has the burden of proving that the exemption is improper.

*Carter v. Anderson (In re Carter)*, 182 F.3d 1027, 1029 n.3 (9th Cir. 1999); Rule 4003(c). If the objecting party can produce evidence sufficient to rebut the presumption of validity, then the burden of production shifts to the debtor to provide unequivocal evidence to demonstrate that the exemption is proper. *Carter*, 182 F.3d at 1029 n.3. The burden of persuasion always remains with the objecting party who must provide sufficient proof to meet the preponderance of the evidence standard. *Id.*

*Diaz v. Kosmala (In re Diaz)*, 547 B.R. 329, 336 (B.A.P. 9th Cir. 2016).

Here, Trustee has set forth evidence that tends to show that Debtor's residence was the Fresno Property and not the Subject Property. Debtor did not file opposition to this objection and Debtor's default is entered. Debtor has not established entitlement to a homestead exception in the Subject Property because she has failed to prove that it is her residence. Trustee's objection will be SUSTAINED as to this exemption.

3. 25-11912-B-7     **IN RE: WAYNE ARENTS**  
SD-1

MOTION FOR RELIEF FROM AUTOMATIC STAY  
12-10-2025    [76]

NEWREZ LLC/MV  
DAVID BOONE/ATTY. FOR DBT.  
SHANNON DOYLE/ATTY. FOR MV.

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

**DISPOSITION:**    Denied as moot.

**ORDER:**            The court will issue an order.

An order dismissing this case was already entered on January 5, 2026. Doc. #84. The motion will be DENIED AS MOOT.

As an informative matter, Movant's Relief from Stay Summary Sheet (Doc. #80) incorrectly states the debtor's equity as \$421,203.27 which should be the "Total All Liens" amount.

If the case had not been dismissed, this motion would have been denied for the following reasons:

LBR 9004-2(a)(6), (b)(5), (b)(6), (e)(3), LBR 9014-1(c), and (e)(3) are the rules about Docket Control Numbers ("DCN"). These rules require a DCN to be in the caption page on all documents filed in every matter with the court and each new motion requires a new DCN. Here, the Certificate of Service does not include the DCN. Doc. #81.

LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR 9014. LBR 9014, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the Notice of the motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice only directed that written opposition should be served upon Movant's counsel. See Doc. #77. However, as the motion to lift stay implicates assets of the estate, the Chapter 7 Trustee and the U.S. Trustee are included among "the persons who must be served with such opposition."

4. 25-13014-B-7     **IN RE: JENNIFER ENRIQUEZ**  
PFT-1

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO  
APPEAR AT SEC. 341(A) MEETING OF CREDITORS  
11-26-2025    [\[23\]](#)

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

**DISPOSITION:**    Conditionally denied.

**ORDER:**    The court will issue the order.

Chapter 7 trustee Peter L. Fear ("Trustee") seeks dismissal of this case for the debtor's failure to appear and testify at the § 341(a) meeting of creditors held on November 25, 2025. Doc. #23.

Jennifer Enriquez ("Debtor") timely opposed. Doc. #26. Debtor had a family emergency and notified the Trustee that she needed to continue her meeting of creditors. Debtor will be present for the continued meeting of creditors.

This motion to dismiss will be CONDITIONALLY DENIED.

Debtor shall attend the meeting of creditors rescheduled for January 28, 2026, at 3:00 p.m. See, Doc. #24. If Debtor fails to appear and testify at the rescheduled meeting, Trustee may file a declaration with a proposed order and the case may be dismissed without a further hearing.

The times prescribed in Fed. R. Bankr. P. 1017(e)(1) and 4004(a) for the Chapter 7 Trustee and U.S. Trustee to object to Debtor's discharge or file motions for abuse, other than presumed abuse under § 707, are extended to 60 days after the conclusion of the meeting of creditors.

5. 25-13216-B-7     **IN RE: ANTONIO MALDONADO**  
ABA-1

MOTION FOR RELIEF FROM AUTOMATIC STAY  
12-9-2025    [29]

MATADORS COMMUNITY CREDIT UNION/MV  
GEORGE BURKE/ATTY. FOR DBT.  
ALANA ANAYA/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 will be DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR") and Federal Rules of Bankruptcy Procedure ("Rule").

The language required under Local Rule of Practice ("LBR") 9014-1(d) (3) (B) (i) provides "[t]he notice of hearing shall advise potential respondents whether and when written opposition must be filed, the deadline for filing and serving it, and the names and addresses of the persons who must be served with any opposition." Here, the notice did not provide the names and addresses of the persons to be served with any opposition. Doc. #29.

The notice did not contain the language required under LBR 9014-1(d) (3) (B) (iii), which requires movants to notify respondents that they can determine whether the matter has been resolved without oral argument or if the court has issued a tentative ruling by checking the Court's website at [www.caeb.uscourts.gov](http://www.caeb.uscourts.gov) after 4:00 p.m. the day before the hearing. Doc. #29.

Rules 4001(a) (1) and 9014(b) require a motion for relief from the automatic stay to be served pursuant to Rule 7004, which was done here. Doc. #33. But in Section 6 of Movant's certificate of service, the declarant should have checked the appropriate boxes for first class mail under Rule 7004. *Id.* It appears that Movant did comply with Rule 7004 but failed to check the correct boxes evidencing the same.

LBR 9004-2(c) (1) requires that motions, notices, *inter alia*, to be filed as separate documents. Here, the motion and notice were combined into one document and not filed separately. Doc. #29.

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

A Motion for Relief from Stay of Matadors Community Credit Union was previously filed on November 4, 2025, (Doc. #13) and denied without prejudice on December 5, 2025. Doc. #28. The DCN for that motion was ABA-1. This motion also has a DCN of ABA-1 and therefore does not comply with the local rules. Each separate matter filed with the court must have a different DCN.

Accordingly, this motion will be DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice and Federal Rules of Bankruptcy Procedure. Counsel is advised to review the local rules and ensure procedure compliance in subsequent matters.

6. 24-13719-B-7     **IN RE: B & B AGRI SERVICES INC.**  
SKI-1

MOTION FOR RELIEF FROM AUTOMATIC STAY  
11-19-2025    [64]

SANTANDER CONSUMER USA INC./MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
SHERYL ITH/ATTY. FOR MV.  
RESPONSIVE PLEADING

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.

Santander Consumer USA Inc. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2023 Ram 5500 (VIN: 3C7WRNAL8PG523880) ("Vehicle"). Doc. #64. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

On December 4, 2025, Jeffrey M. Vetter ("Trustee") filed a non-opposition. Doc. #73. B & B Agri Services Inc. ("Debtor") nor any other party in interest filed an opposition. Debtor's Schedules indicate that the Vehicle would be or has been surrendered. Doc. #1, *Schedule D*. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual

hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

Except for the Trustee, who filed a Notice of Non-Opposition, no party in interest has responded, and the defaults of all non-responding parties are entered. Accordingly, this matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make at least three (3) complete pre-petition payments and eleven (11) complete post-petition payments. The Movant has produced evidence that Debtor is delinquent at least \$26,372.27. Docs. ##68-69.

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 Debtor is in chapter 7. The Vehicle is valued at \$58,113.00 and Debtor owes \$71,505.49. Docs. ##68-69.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) to permit the 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. According to the Debtor's Schedules, the Vehicle will be or has been surrendered.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtor has failed to make at least six post-petition payments to Movant, failed to maintain insurance coverage, and the Vehicle is a depreciating asset.

7. 23-12426-B-7     IN RE: RAUL FERNANDEZ-MARTINEZ  
FW-5

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL,  
P.S. TRUSTEES ATTORNEY(S)  
12-9-2025    [84]

TIMOTHY SPRINGER/ATTY. FOR DBT.  
GABRIEL WADDELL/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.

Fear Waddell, P.C. ("Applicant") seeks approval of a first and final  
allowance of compensation under 11 U.S.C. §§ 330 of the Bankruptcy  
Code for professional services rendered and reimbursement for expenses  
incurred as attorney for Peter L. Fear, Trustee in the above-styled  
case ("Trustee"). Doc. #84 *et seq.*

Applicant was employed to perform services under § 327 of the Code  
pursuant to an order of this court dated December 29, 2023. Doc. #19.  
This is Applicant's first and final request for compensation, covering  
the period from December 7, 2023, through December 4, 2025. Doc. #84.

Applicant provided **85.60** billable hours and incurred fees totaling  
**\$31,443.50** at the following rates:

Professional	Hourly Rate	Hours this person	Fees this person
Gabriel J. Waddell (2023)	\$360.00	0.50	\$180.00
Gabriel J. Waddell (2024)	\$380.00	36.90	\$14,022.00
Gabriel J. Waddell (2025)	\$395.00	35.90	\$14,180.50
Peter A. Sauer (2024)	\$300.00	2.40	\$720.00
Katie Waddell (2023)	\$260.00	1.00	\$260.00
Katie Waddell (2024)	\$280.00	0.70	\$196.00
Katie Waddell (2025)	\$295.00	4.80	\$1,416.00
Laurel Guenther (2023)	\$115.00	0.40	\$46.00
Laurel Guenther (2024)	\$135.00	1.80	\$243.00
Laurel Guenther (2025)	\$150.00	1.20	\$180.00
<b>TOTAL</b>		<b>85.60</b>	<b>\$31,443.50</b>

Docs. #84, #88. Applicant also incurred **\$1,510.83** in expenses for  
copies (\$333.24), postage (\$166.09), and "official fees" (\$1,011.50).  
*Id.* These combined fees and expenses total **\$32,954.33**. *Id.*

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable  
compensation for actual, necessary services rendered by . . . [a]

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

Applicant's services here included, without limitation: asset disposition; fee/employment applications; work on turn-over action brought against Raul Fernandez-Martinez, Jr.; and work on a preferential transfer avoidance action brought against PAPE Truck Leasing, Inc. Doc. #88. The court finds the services and expenses reasonable, actual, and necessary. The Trustee has reviewed the Application and finds the requested fees and expenses to be reasonable. Doc. #87.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a *prima facie* case for the requested relief. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

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

This Application is GRANTED. The court will approve on a final basis under 11 U.S.C. § 330 compensation in the amount of **\$31,443.50** in fees and **\$1,510.83** in expenses. The court grants the Application for a total award of **\$32,954.33** as an administrative expense of the estate and an order authorizing and directing the Trustee to pay such to Applicant from the first available estate funds.

8. 25-13232-B-7      **IN RE: JOSE VARGAS NAMBO AND  
KMM-1      ELIZABETH VARGAS GARCIA**

MOTION FOR RELIEF FROM AUTOMATIC STAY  
11-24-2025    [14]

JPMORGAN CHASE BANK, N.A./MV  
NEIL SCHWARTZ/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.

JP Morgan Chase Bank N.A. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2024 Land Rover Range Rover Evoque, (V.I.N. SALZL2FX4RH237595) ("Vehicle"). Doc. #14.

Jose Martin Vargas Nambo and Elizabeth Diana Vargas Garcia ("Debtors") did not file an opposition, and Movant took possession of the Vehicle on October 10, 2025. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have missed three (3) pre-petition payments totaling \$2,794.20 and two (2) post-petition payments totaling \$1,862.80. Docs. #16, #18. Additionally, Movant recovered possession of the Vehicle pre-petition on October 10, 2025. *Id.* Since the Vehicle has been recovered, the only issue is disposition of the collateral.

The court also finds that the Debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtor is in chapter 7. The Vehicle is valued at \$48,700.00 and Debtors owe \$52,253.34. Docs. #16, #18.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d) (1) and (d) (2) to permit the 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) will be ordered waived because Debtors have failed to make at least five pre- and post-petition payments to Movant, and the Vehicle is a depreciating asset.

9. 25-13539-B-7      **IN RE: JAMES/VICTORIA LUJAN**  
JCW-1

MOTION FOR RELIEF FROM AUTOMATIC STAY  
11-20-2025    [13]

ALLY BANK/MV  
RABIN POURNAZARIAN/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.

Ally Bank ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d) (1) and (d) (2) with respect to a 2016 BMW 5 Series 535i Sedan 4D (VIN: WBA5B1C58GG551868) ("Vehicle"). Doc. #13. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a) (4). *Id.*

James Lujan and Victoria Lujan ("Debtors") did not file opposition and no other party in interest timely filed written opposition. Debtors'

Statement of Intention indicated that the Vehicle would be surrendered. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have failed to make at least five (5) pre-petition payments. The Movant has produced evidence that Debtors are delinquent at least \$2,078.25. Docs. ##15-16.

The court also finds that the Debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtors are in chapter 7. The Vehicle is valued at \$10,839.00 and Debtors owe \$18,073.87. Docs. ##15-16.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) to permit the 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. According to the Debtors' Statement of Intention, the Vehicle will be surrendered.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtors have failed to make at least five (5) pre-petition payments to Movant, and the Vehicle is a depreciating asset. Also, the schedules state the vehicle will be surrendered.

10. 25-12941-B-7     IN RE: JEWELL/RHONDA THOMAS  
JCW-1

MOTION FOR RELIEF FROM AUTOMATIC STAY  
12-2-2025    [12]

M&T BANK/MV  
JOEL WINTER/ATTY. FOR DBT.  
JENNIFER WONG/ATTY. FOR MV.  
DISCHARGED 12/8/25; RESPONSIVE PLEADING

TENTATIVE RULING:     This matter will be called as scheduled.

DISPOSITION:     Default against debtors.

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

The movant, M & T Bank ("Movant"), seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 4109 Woodland Street, Santa Maria, California ("Property"). Doc. #12. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

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

On December 23, 2025, Peter Fear, the chapter 7 Trustee ("Trustee"), filed opposition. Doc. #26. The Trustee opposes this motion because there is equity in the property and is currently working on a deal to sell the Property that should be beneficial to creditors of the estate. The Trustee requests sufficient time to allow him time to finalize the sale and seek bankruptcy court approval of the same.

The court will call this matter as scheduled. The court is inclined to enter the default of the Debtors only.

11. 25-13842-B-7     **IN RE: BRENDA WILLIAMS**

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

R. PRUYN/ATTY. FOR DBT.

TENTATIVE RULING:     This matter will proceed as scheduled.

DISPOSITION:     The minutes of the hearing will be the court's findings and conclusions.

ORDER:     The court will issue an order.

There is a discrepancy between the email address for debtor's counsel in PACER and on the petition and debtor's counsel has failed to correct this discrepancy. Local Bankruptcy Rule 5005.5-1(e) provides that each registered user shall maintain a complete and accurate PACER registration.

12. 25-13761-B-7     **IN RE: CRAIG/JOSE SOLIZ-STROHL**

MOTION FOR WAIVER OF THE CHAPTER 7 FILING FEE OR OTHER FEE  
11-7-2025    [6]

JOSE SOLIZ-STROHL/MV

NO RULING.

13. 25-13562-B-7    **IN RE: JENNIFER MCCRAW**  
PFT-1

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO  
APPEAR AT SEC. 341(A) MEETING OF CREDITORS  
12-1-2025    [18]

TIMOTHY SPRINGER/ATTY. FOR DBT.

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

**DISPOSITION:**    Conditionally denied.

**ORDER:**    The court will issue the order.

Chapter 7 trustee Peter L. Fear ("Trustee") seeks dismissal of this case for the debtor's failure to appear and testify at the § 341(a) meeting of creditors held on December 1, 2025. Doc. #18.

Jennifer McCraw ("Debtor") timely opposed. Doc. #21. Debtor avers that she was in the hospital due to an asthmatic attack. Debtor will be present for the continued meeting of creditors.

This motion to dismiss will be CONDITIONALLY DENIED.

Debtor shall attend the meeting of creditors rescheduled for January 28, 2026, at 3:00 p.m. See, Doc. #19. If Debtor fails to appear and testify at the rescheduled meeting, Trustee may file a declaration with a proposed order and the case may be dismissed without a further hearing.

The times prescribed in Fed. R. Bankr. P. 1017(e)(1) and 4004(a) for the Chapter 7 Trustee and U.S. Trustee to object to Debtor's discharge or file motions for abuse, other than presumed abuse under § 707, are extended to 60 days after the conclusion of the meeting of creditors.

SKI-1

MOTION FOR RELIEF FROM AUTOMATIC STAY  
12-3-2025 [11]

AMERICREDIT FINANCIAL SERVICES, INC./MV  
MARK ZIMMERMAN/ATTY. FOR DBT.  
SHERYL ITH/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.

AmeriCredit Financial Services, Inc. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2019 GMC Sierra 1500 (VIN: 3GTP8DED7KG304497) ("Vehicle"). Doc. #11. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Susana Salas Ibarra ("Debtor") did not file opposition and no other party in interest timely filed written opposition. This motion will be GRANTED.

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

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). Movant avers here

that the Debtor has failed to maintain insurance coverage on the vehicle which constitutes "cause" for relief. Doc. #14.

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor became delinquent under financing agreement pre-petition in the amount of \$48,381.22, and as a result, the account was charged-off on April 29, 2025. Doc. #14; *Ex. C*, Doc. #16. Under the agreement's acceleration clause, Debtor is in default for the entire balance of \$48,381.22. *Ex. A, Id.*

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 Debtor is in chapter 7. The Vehicle is valued at \$32,950.00 and Debtor owes \$48,381.22. Doc. #17.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) to permit the 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) will be ordered waived because Debtor has failed to make any pre- or post-petition payments to Movant, failed to maintain insurance coverage, and the Vehicle is a depreciating asset.

15. 25-13265-B-7     **IN RE: MARIA CAMARENA**  
JCW-1

MOTION FOR RELIEF FROM AUTOMATIC STAY  
11-20-2025    [15]

ALLY BANK/MV  
MARK ZIMMERMAN/ATTY. FOR DBT.  
JENNIFER WONG/ATTY. FOR MV.

**After posting the original pre-hearing dispositions, the court has modified its intended ruling on this matter.**

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.

Ally Bank ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2021 Nissan Altima

Sedan (VIN: 1N4BL4DV3MN338133) ("Vehicle"). Doc. #15. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Maria Camarena ("Debtor") did not file opposition and no other party in interest timely filed written opposition. According to the Debtor's Statement of Intention (Doc. #1), the Vehicle will be surrendered. This motion will be GRANTED IN PART AND DENIED IN PART.

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

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The Debtor's discharge was entered on January 6, 2026. Doc. #27. Therefore, the automatic stay terminated with respect to the Debtor on January 6, 2026. This motion will be DENIED AS MOOT IN PART as to the Debtor's interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make at least four (4) pre-petition payments in the amount of 2,333.64 and one (1) post-petition payment of 583.41. The Movant has produced evidence that Debtor is delinquent at least \$2,917.05. Docs. #17, #19.

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 Debtor is in chapter 7. The Vehicle is valued at \$18,792.00 and Debtor owes \$25,239.08. Docs. #17, #19.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the Vehicle is a depreciating asset.

16. 25-13874-B-7     **IN RE: CHAD LEONARD**  
BSH-1

MOTION TO AVOID LIEN OF STATE FARM GEN. INS. CO.  
11-20-2025    [9]

CHAD LEONARD/MV  
BRIAN HADDIX/ATTY. FOR DBT.

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

DISPOSITION:    Granted.

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

Chad Leonard ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of State Farm Gen. Ins. Co. ("Creditor") in the sum of \$289,965.00 and encumbering residential real property located at 984 Granada Circle, Los Banos, CA 93635 ("Property"). Doc. #9.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process and the Creditor's attorney as listed on the 2014 and 2024 abstracts of judgment via first class mail on November 20, 2025. Doc. #13.

No party in interest timely filed written opposition. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 trustee, 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 amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Here, a judgment was entered against Debtor in favor of Creditor in the amount of \$123,398.34 on April 2, 2014. Doc. #12. The abstract of judgment was issued on August 21, 2014, and was recorded in Merced County on October 21, 2014. *Id.* The judgment was renewed in the amount of \$243,224.25 on December 21, 2023, and the renewed abstract issued on July 8, 2024. *Id.* The renewed judgment was recorded on August 22, 2024. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #11.

In the motion, Debtor estimates that the current amount owed on account of this lien is \$289,965.00. Doc. #9. This is at odds with both the renewed abstract and the entry for this claim on Debtor's Schedule D, both of which reflect a judgment in the amount of \$243,224.25. Doc. #12; Doc. #1 (Schedule D). For purposes of this opinion, the court will assume that \$243,224.25 is the correct amount.

As of the petition date, Property had an approximate value of \$380,000.00. Doc. #1 (Schedule A/B). Debtor claimed a \$406,200.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #14 (Amended Schedule C).

Property is encumbered by a first deed of trust in favor Marlene M. Freitas, Trustee of the Marlene M. Freitas 2018 Trust, dated October 12, 2018 ("the Trust") in the outstanding amount of \$185,444.61. Doc. #1 (Schedule D).

Creditor	Amount	Recorded	Status
1. The Trust	\$185,444.61	n/a	Unavoidable
2. Creditor	\$243,224.25	8/22/24	Avoidable

When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B). Here, there is only one lien to be avoided.

"Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided 'in full' was if the debtor's gross equity were equal to or less than the amount of the exemption." *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 596 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999), citing *In re Brantz*, 106 B.R. 62, 68 (Bankr. E.D. Pa. 1989) ("Avoidance of all judicial liens results unless (3) [the result of deducting the debtor's allowable exemptions and the sum of all liens not avoided from the value of the property] is a positive figure."), citing *In re Magosin*, 75 B.R. 545, 547 (Bankr. E.D. Pa. 1987) (judicial lien was avoidable in its entirety where equity is less than exemption). Ordinarily, liens already avoided are excluded from the exemption impairment calculation. § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien to be avoided are grouped with the unavoidable liens for purposes of this analysis.

This lien is the most junior lien subject to avoidance and there is not any equity to support the lien. Strict application of the § 522(f)(2) formula with respect to Creditor's junior lien is illustrated as follows:

Amount of judgment lien		\$243,224.25
Total amount of unavoidable liens (incl. liens not yet avoided)	+	\$185,444.51
Debtor's claimed exemption in Property	+	\$406,200.00
Sum	=	\$834,868.76
Debtor's claimed value of interest absent liens	-	\$380,000.00
Extent lien impairs exemption	=	\$454,868.76

*All Points Capital Corp. v. Meyer (In re Meyer)*, 373 B.R. 84, 91 (B.A.P. 9th Cir. 2007); accord. *Hanger* 217 B.R. at 596, *Higgins v. Household Fin. Corp. (In re Higgins)*, 201 B.R. 965, 967 (B.A.P. 9th Cir. 1996); *cf. Brantz*, 106 B.R. at 68, *Magosin*, 75 B.R. at 549-50, *In re Piersol*, 244 B.R. 309, 311 (Bankr. E.D. Pa. 2000). Since there is no equity for liens to attach and this case does not involve fractional interests or co-owned property with non-debtor third parties, the § 522(f)(2) formula can be re-illustrated using the *Brantz* formula with the same result:

Fair market value of Property		\$380,000.00
Total amount of unavoidable liens	-	\$185,444.51
Homestead exemption	-	\$406,200.00
Remaining equity for judicial liens	=	(\$211,644.51)
Creditor's judicial lien	-	\$243,224.25
Extent Debtor's exemption impaired	=	(\$454,868.76)

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is insufficient equity to support any judicial liens. Therefore, the fixing of Creditor's judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided.

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

17. 25-13683-B-7    **IN RE: ARTEM/ANNA PETROSYAN**  
PBB-1

MOTION TO AVOID LIEN OF CROWN ASSET MANAGEMENT, LLC  
11-19-2025    [13]

ANNA PETROSYAN/MV  
PETER BUNTING/ATTY. FOR DBT.

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

DISPOSITION:    Granted.

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

Artem and Anna Petrosyan ("Debtors") move pursuant to 11 U.S.C. § 522(f) for an order avoiding a judicial lien encumbering Debtors' residence located at 727 East San Carlos Avenue, Fresno, CA 93710 ("the Property") in favor of Crown Asset Management, LLC ("Crown"). Doc. #13 *et seq.*

This motion is one of two motions to avoid judicial liens filed roughly contemporaneously by Debtor and presently pending before the court. See *Items* #17-8. These motions address outstanding judicial lienholders as follows, in descending order of priority:

1. **DCN PBB-2** (Item #18, Docs. #18-22). **California Employment Development Department** ("CEDD"), judgment lien in the amount of \$2,119.04, recorded December 1, 2023.

2. **DCN PBB-1** (Item #17 [this matter], Docs. ##13-17). **Crown Asset Management, LLC** ("Crown"), judgment lien in the amount of \$5,694.23, recorded May 12, 2025.

(collectively "the Two Liens"). See docket generally.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail on November 19, 2025. Doc. #17.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 trustee, 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 amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest timely filed written opposition. This motion will be GRANTED.

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Regarding this Creditor, a judgment was entered against Debtor in favor of Crown in the amount of \$5,272.79 on December 31, 2024. Doc. #16 (Exhib. D). The abstract of judgment was issued On April 16, 2025, and was recorded in Fresno County on May 12, 2025. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #15. Debtor estimates that the current amount owed on account of this lien is \$5,694.23. Doc. #15.

The Property is listed on Debtors' most recent Schedule A/B on line 1.3 with a values as of the petition date of \$435,100.00. Doc. #1

(Schedule A/B). Debtors claimed a combined \$400,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #16 (Sched. E).

In addition to the Two Liens, the Property is encumbered by a Deed of Trust in the amount of \$83,342.00 in favor of Select Portfolio Servicing ("SPS"), recorded October 31, 2006. Doc. #1 (Schedule D); Doc. 15.

When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Ordinarily, liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien to be avoided are grouped with the unavoidable liens.

Here, the most senior of the Two Liens is that of CEDD, which holds a judgment lien in the amount of \$2,119.04. If there is insufficient equity with which to pay anything towards the CEDD lien, then it follows there is no equity to pay either of the two Liens. That appears to be the case, as the sum of the amount owed under the SPS deed of trust and the exemption to which Debtors are entitled greatly exceeds the value of the Property.

Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. SPS Deed of Trust	\$83,342.00	10/31/06	Unavoidable
2. CEDD	\$2,119.04	12/1/23	Avoidable
3. Crown	\$5,694.23	5/12/25	Avoidable

"Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided 'in full' was if the debtor's gross equity were equal to or less than the amount of the exemption." *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 596 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999), citing *In re Brantz*, 106 B.R. 62, 68 (Bankr. E.D. Pa. 1989) ("Avoidance of all judicial liens results unless (3) [the result of deducting the debtor's allowable exemptions and the sum of all liens not avoided from the value of the property] is a positive figure."), citing *In re Magosin*, 75 B.R. 545, 547 (Bankr. E.D. Pa. 1987) (judicial lien was avoidable in its entirety where equity is less than exemption).

The total of SPS's Deed of Trust and Debtors' statutory exemption is \$483,342.00, while the fair market value of the Property is only \$435,000.00. Even if the junior-most lien was avoided, leaving only the CEDD lien, there would be insufficient equity to pay anything

towards that lien. Strict application of the § 522(f)(2) formula with respect to the CEDD lien is illustrated as follows:

Amount of the CEDD lien		\$2,119.04
Total amount of unavoidable liens	+	\$83,342.00
Debtor's claimed exemption in Property	+	\$400,000.00
Sum	=	\$485,461.04
Debtor's claimed value of interest absent liens	-	\$435,000.00
Extent CEDD lien impairs exemption	=	\$50,461.04

*All Points Capital Corp. v. Meyer (In re Meyer)*, 373 B.R. 84, 91 (B.A.P. 9th Cir. 2007); accord. *Hanger* 217 B.R. at 596, *Higgins v. Household Fin. Corp. (In re Higgins)*, 201 B.R. 965, 967 (B.A.P. 9th Cir. 1996); cf. *Brantz*, 106 B.R. at 68, *Magosin*, 75 B.R. at 549-50, *In re Piersol*, 244 B.R. 309, 311 (Bankr. E.D. Pa. 2000). Since there is no equity for either of the Two Liens to attach and this case does not involve fractional interests or co-owned property with non-debtor third parties, the § 522(f)(2) formula can be re-illustrated using the *Brantz* formula with the same result:

Fair market value of Property		\$435,000.00
Total amount of unavoidable liens	-	\$83,342.00
Homestead exemption	-	400,000.00
Remaining equity for judicial liens	=	(\$48,342.00)
CEDD's judicial lien	-	\$2,119.04
Extent Debtor's exemption impaired	=	(\$50,461.04)

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is insufficient equity to support either of the liens which Debtor presently seeks to avoid. Therefore, the fixing of this Creditor's judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided.

Debtor has established the four elements necessary to avoid a lien under § 522(f)(1). Accordingly, this motion will be GRANTED. The proposed order shall state that the lien of the **Crown Asset Management** recorded on May 12, 2025, is avoided from the subject Property only and include a copy of the abstract of judgment as an exhibit.

18. 25-13683-B-7    **IN RE: ARTEM/ANNA PETROSYAN**  
PBB-2

MOTION TO AVOID LIEN OF STATE OF CALIFORNIA, EMPLOYMENT  
DEVELOPMENT DEPARTMENT  
11-19-2025    [18]

ANNA PETROSYAN/MV  
PETER BUNTING/ATTY. FOR DBT.

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

**DISPOSITION:**    Granted.

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

Artem and Anna Petrosyan ("Debtors") move pursuant to 11 U.S.C. § 522(f) for an order avoiding a judicial lien encumbering Debtors' residence located at 727 East San Carlos Avenue, Fresno, CA 93710 ("the Property") in favor of California Employment Development Department ("CEDD"). Doc. #18 *et seq.*

This motion is one of two motions to avoid judicial liens filed roughly contemporaneously by Debtor and presently pending before the court. See *Items* ##17-18. These motions address outstanding judicial lienholders as follows, in descending order of priority:

1. **DCN PBB-2** (Item #18 [this matter], Docs. ##18-22). **California Employment Development Department ("CEDD")**, judgment lien in the amount of \$2,119.04, recorded December 1, 2023.
2. **DCN PBB-1** (Item #17, Docs. ##13-17). **Crown Asset Management, LLC ("Crown")**, judgment lien in the amount of \$5,694.23, recorded May 12, 2025.

(collectively "the Two Liens"). *See docket generally.*

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail on November 19, 2025. Doc. #17.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 trustee, 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 amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest timely filed written opposition. This motion will be GRANTED.

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Regarding this Creditor, a judgment was entered against Debtor in favor of CEDD in the amount of \$1,716.43 on November 30, 2023. Doc. #21 (Exhib. D). The abstract of judgment was issued On November 30, 2023, and was recorded in Fresno County on December 1, 2023. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #15. Debtor estimates that the current amount owed on account of this lien is \$2,119.04. Doc. #20.

The Property is listed on Debtors' most recent Schedule A/B on line 1.3 with a values as of the petition date of \$435,100.00. Doc. #1 (Schedule A/B). Debtors claimed a combined \$400,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #16 (Sched. E).

In addition to the Two Liens, the Property is encumbered by a Deed of Trust in the amount of \$83,342.00 in favor of Select Portfolio Servicing ("SPS"), recorded October 31, 2006. Doc. #1 (Schedule D); Doc. 15.

When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Ordinarily, liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien to be avoided are grouped with the unavoidable liens.

Here, the most senior of the Two Liens is that of CEDD, which holds a judgment lien in the amount of \$2,119.04. If there is insufficient

equity with which to pay anything towards the CEDD lien, then it follows there is no equity to pay either of the two Liens. That appears to be the case, as the sum of the amount owed under the SPS deed of trust and the exemption to which Debtors are entitled greatly exceeds the value of the Property.

Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. SPS Deed of Trust	\$83,342.00	10/31/06	Unavoidable
2. CEDD	\$2,119.04	12/1/23	Avoidable
3. Crown	\$5,694.23	5/12/25	Avoidable

"Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided 'in full' was if the debtor's gross equity were equal to or less than the amount of the exemption." *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 596 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999), citing *In re Brantz*, 106 B.R. 62, 68 (Bankr. E.D. Pa. 1989) ("Avoidance of all judicial liens results unless (3) [the result of deducting the debtor's allowable exemptions and the sum of all liens not avoided from the value of the property] is a positive figure."), citing *In re Magosin*, 75 B.R. 545, 547 (Bankr. E.D. Pa. 1987) (judicial lien was avoidable in its entirety where equity is less than exemption).

The total of SPS's Deed of Trust and Debtors' statutory exemption is \$483,342.00, while the fair market value of the Property is only \$435,000.00. Even if the junior-most liens was avoided, leaving only the CEDD lien, there would be insufficient equity to pay anything towards that lien. Strict application of the § 522(f)(2) formula with respect to the CEDD lien is illustrated as follows:

Amount of the CEDD judgment lien		\$2,119.04
Total amount of unavoidable liens	+	\$83,342.00
Debtor's claimed exemption in Property	+	\$400,000.00
<i>Sum</i>	=	\$485,461.04
Debtor's claimed value of interest absent liens	-	\$435,000.00
Extent CEDD lien impairs exemption	=	\$50,461.04

*All Points Capital Corp. v. Meyer (In re Meyer)*, 373 B.R. 84, 91 (B.A.P. 9th Cir. 2007); *accord. Hanger* 217 B.R. at 596, *Higgins v. Household Fin. Corp. (In re Higgins)*, 201 B.R. 965, 967 (B.A.P. 9th Cir. 1996); *cf. Brantz*, 106 B.R. at 68, *Magosin*, 75 B.R. at 549-50, *In re Piersol*, 244 B.R. 309, 311 (Bankr. E.D. Pa. 2000). Since there is no equity for either of the Two Liens to attach and this case does not involve fractional interests or co-owned property with non-debtor third parties, the § 522(f)(2) formula can be re-illustrated using the *Brantz* formula with the same result:

Fair market value of Property		\$435,000.00
Total amount of unavoidable liens	-	\$83,342.00
Homestead exemption	-	400,000.00
Remaining equity for judicial liens	=	( <b>\$48,342.00</b> )
CEDD's judicial lien	-	\$2,119.04
Extent Debtor's exemption impaired	=	( <b>\$50,461.04</b> )

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is insufficient equity to support either of the liens which Debtor presently seeks to avoid. Therefore, the fixing of this Creditor's judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided.

Debtor has established the four elements necessary to avoid a lien under § 522(f)(1). Accordingly, this motion will be GRANTED. The proposed order shall state that the lien of the **California Employment Development Department** recorded on December 1, 2023, is avoided from the subject Property only and include a copy of the abstract of judgment as an exhibit.

19. 22-11587-B-7    **IN RE: CARY SHAKESPEARE**  
DMG-7

MOTION FOR ADMINISTRATIVE EXPENSES  
12-10-2025    [134]

JEFFREY VETTER/MV  
LEONARD WELSH/ATTY. FOR DBT.  
D. GARDNER/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.

Chapter 7 trustee Jeffrey M. Vetter ("Trustee") seeks authority to pay administrative tax claims in the amount of \$59,302.00 owed to the Internal Revenue Service ("IRS") and \$33,101.00 to the California Franchise Tax Board ("CFTB") for the tax year ending September 30, 2025. Docs. #134 *et seq.* Trustee also requests to be authorized to pay up to \$1,500.00 for any nominal accrued and assessed interest and fees without further court approval.

No party in interest timely filed written opposition. This motion will be GRANTED.

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

11 U.S.C. § 503 allows an entity to file a request for payment of administrative expenses. After notice and a hearing, payment of certain administrative expenses shall be allowed, other than those specified in § 502(f), including:

- (B) any tax—
  - (i) incurred by the estate, whether secured or unsecured, including property taxes for which liability is in rem, in personam, or both, except a tax of a kind specified in section 507(a)(8) of this title; or
  - (ii) attributable to an excessive allowance of a tentative carryback adjustment that the estate received, whether the taxable year to which such adjustment relates ended before or after commencement of the case;
- (C) any fine, penalty, or reduction in credit relating to a tax of a kind specified in subparagraph (B) of this paragraph; and
- (D) notwithstanding the requirements of subsection (a), a governmental unit shall not be required to file a request for the payment of an expense described in subparagraph (B) or (C), as a condition of its being an allowed administrative expense[.]

11 U.S.C. § 503(b)(1)(B-D). Under 28 U.S.C. § 960(b), trustees are required to pay estate taxes on or before the date they become due even if the respective tax agency does not file a request for administrative expenses. *Dreyfuss v. Cory (In re Cloobeck)*, 788 F.3d 1243, 1246 (9th Cir. 2015).

Cary Scott Shakespeare ("Debtor") filed chapter 7 bankruptcy on September 13, 2022. Doc. #1. Trustee was appointed as interim trustee on that same date and became permanent trustee at the first § 341(a)

meeting of creditors on October 21, 2012. Doc. #5. Trustee moved to employ Ratzlaff, Tamperi & Wong Accountancy Corporation ("Accountant") to provide accounting services to the estate, and the court approved that employment on September 19, 2024. Doc. #115.

Trustee declares (presumably based on Accountant's analysis, though the moving papers do not expressly say so) that the estate has balances outstanding owed to the IRS and the CFTB as outlined above. Doc. #136.

Trustee also requests authority to pay up to \$1,500.00 for "any unexpected future tax liabilities" without further order of the court. *Id.*

This motion was fully noticed and no party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Trustee will be authorized to pay, in Trustee's discretion, (1) \$59,302.00 to the IRS representing income taxes owed for the year ending on September 30, 2025, and (2) \$33,101.00 to the CFTB representing franchise taxes owed for the year ending on September 30, 2025. Further, Trustee will be authorized to pay an additional amount not to exceed \$1,500.00 for any unexpected tax liabilities without further court approval.

20. 25-12992-B-7    **IN RE: ASHLEY COBBS AND JASON ENGLEBRIGHT**  
KMM-1

MOTION FOR RELIEF FROM AUTOMATIC STAY  
11-18-2025    [37]

FIFTH THIRD BANK/MV  
ERIC ESCAMILLA/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.

Fifth Third Bank ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2022 HEARTLAND FUEL 362, (V.I.N. 5SFCG4428NE477830) ("Property"). Doc. #37.

Ashley Louise Cobbs and Jason Englebright ("Debtors") did not file opposition and no other party in interest timely filed written opposition. According to the Debtors' Statement of Intention (Doc. #17), the Property will be surrendered. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make at least sixteen (16) pre-petition payments in the amount of \$12,380.68 and two (2) post-petition payments in the amount of \$1,582.20. The Movant has produced evidence that Debtor is delinquent at least \$13,962.88. Docs. ##40-41.

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 Debtors are in chapter 7. The Property is valued at \$48,750.00 and Debtors owe \$88,011.13. Docs. ##40-41.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) to permit the 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. According to the Debtors' Statement of Intention, the Property will be surrendered.