UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Wednesday, January 14, 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.

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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. 25-13413-B-13 **IN RE: KELLI GROVES**
LGT-1

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE
LILIAN G. TSANG
11-19-2025 [18]

MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

This objection was originally heard on December 10, 2025. Doc. #21.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objected to confirmation of the *Chapter 13 Plan* filed by Kelli Groves ("Debtor") on October 9, 2025, on the following grounds:

1. The 341 Meeting of Creditors has not been concluded. The continued meeting was set for December 2, 2025. Also, Debtor has failed to provide her 2024 tax returns (or a declaration stating she is not required to file) and proof or declaration of third-party contributions.
2. The Disclosure of Compensation of Attorney for Debtor does not use the official standardized form, lacks required language for questions #5 and #6 and is not signed by the attorney of record or an associate.
3. The Rights and Responsibilities of Chapter 13 Debtors and Their Attorneys form filed October 9, 2025, has not been signed by the attorney of record or an associate.

Debtor neither filed a written response nor a modified plan. Therefore, Trustee's objection will be SUSTAINED on the grounds stated in the objection.

2. 25-13114-B-13 **IN RE: MARK/TOBI MAIN**
LGT-1

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE
LILIAN G. TSANG
11-7-2025 [29]

LILIAN TSANG/MV
PETER BUNTING/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Sustained.

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

This matter was originally heard on December 4, 2025. Doc. #46.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Mark and Tobi Main ("Debtor") on September 24, 2025, on the following basis:

1. Debtors' Statement of Financial Affairs must be amended.
   a. The Debtors' transfer of a 1995 Ford F250 to their son in a vehicle swap was not disclosed.
   b. Debtors' 2024 federal income tax return indicates Joint Debtor received business income that was not disclosed.
2. The plan provides for NewRez Mortgage LLC ("NewRez") to be treated as a Class 4 claim. NewRez has filed an objection to confirmation alleging a prepetition arrearage of $4,246.28, which means NewRez must be treated as a Class 1 creditor to be paid through the plan.

Doc. #29. On November 20, 2025, Debtors filed a Response to the Trustee's Objection stating that they had filed an Amended Statement of Financial Affairs to resolve Trustee's Objection #1. Doc. #38; *see also Doc. #33 (Amended Statement of Financial Affairs).* As to Objection #2, Debtors assert that they are not delinquent on the NewRez mortgage and that NewRez has not come forth with any evidence showing that a delinquency exists. *Id.* The Response is accompanied by the Declaration of Tobi Main which asserts that Debtors made their mortgage payments pursuant to a "verbal agreement" whereby Debtors would be permitted to defer three missed payments until their loan matured. Doc. #38. Debtors concede that this agreement was never memorialized, but they aver that since the making of that verbal agreement, whenever they used NewRez's automated payment system, it consistently stated that the total amount due was only $1,629.03, their normal monthly payment, which Debtors paid dutifully each month. *Id.*

Also on November 20, 2025, NewRez filed a Proof of Claim in this case. POC #18. On December 1, 2025, Debtors filed an *Objection to Proof of Claim* as to POC #18, arguing therein that the arrearage claimed by NewRez should be reduced from $4,246.28 to $0.00. Doc. #41.

On this date, the court overruled Debtors' *Objection to Proof of Claim* without prejudice on procedural grounds. *See Item #3, below.* Accordingly, the court is tentatively inclined to SUSTAIN the Objection on the grounds given, though the court anticipates that the Trustee might be amenable to a continuance to allow Debtors time to refile a procedurally sound Objection to NewRez's claim.

3. 25-13114-B-13 **IN RE: MARK/TOBI MAIN**
PBB-3

OBJECTION TO CLAIM OF MILL CITY MORTGAGE LOAN TRUST 1017-2, WILMINGTON SAVINGS FUND SOCIETY, FSB, CLAIM NUMBER 18
12-1-2025 [40]

TOBI MAIN/MV
PETER BUNTING/ATTY. FOR DBT.

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

DISPOSITION: Overruled without prejudice.

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

Mark and Tobi Main ("Debtors") bring an Objection to the Proof of Claim ("POC") of Mill City Mortgage Loan Trust 2017-2, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as Trustee by servicing company NewRez, LLC ("Claimant"). Doc. #40 *et seq.*; *see* POC #18-1. Claimant, which is Debtors' mortgagee, asserts a claim against Debtors in the amount of $108,896.30, of which $4,246.28 is a prepetition arrearage. *Id.* Debtors ask that the pre-petition arrearage be reduced to $0.00. Doc. #40.

This motion will be OVERRULED WITHOUT PREJUDICE for failure to comply with the Federal Rules of Bankruptcy Procedure ("Rule") and the Local Rules ("LBR").

Rule 3007(a)(2)(A) requires an objection to a proof of claim and its corresponding notice to be served on the claimant by first-class mail to the person most recently designated on the claimant's proof of claim as the person to receive notices, *and* if the objection is to a claim of an insured depository institution as defined in section 3 of the Federal Deposit Insurance Act, in the manner provided in Rule 7004(h). Fed. R. Bankr. P. 3007(a)(2)(A).

Rule 7004(h) requires that service on an insured depository institution in a contested matter to be made by certified mail addressed to an officer of the institution unless certain exceptions are satisfied. Rule 7004(h)(1)-(3). There is no indication that any of those exceptions apply.

Here, Claimant is insured by the Federal Deposit Insurance Corporation ("FDIC"), so it is an insured depository institution under 11 U.S.C. § 101(35)(A) and 12 U.S.C. § 1813(c)(2) (an "insured depository institution" is any bank insured by the FDIC). *See* FDIC Cert. # 17838, (BankFind Suite, https://banks.data.fdic.gov/bankfind-suite/bankfind/details/17838 (visited January 6, 2026). The court may take judicial notice *sua sponte* of information published on government websites. Fed. R. Evid. 201(c)(1); *Daniels-Hall v. Nat'l Educ. Ass'n*, 629 F.3d 992, 998-99 (9th Cir. 2010).

However, the Certificate of Service indicates that the instant Objection was served on Claimant at the address listed on POC #18-1 and on Claimant at the address for Claimant's registered agent, Hill Wallack LLP, but not at the address listed on Schedule D. Docs. #10 (Schedule D), #44; POC #18-1. Also, it appears that Debtors did not serve Claimant via certified mail addressed to an officer. Doc. #44.

Finally, the court notes that this Objection was properly filed on 44-days' notice, and the Notice stated that any written responses must be served at least fourteen days before the hearing, the Notice inadvertently cites to LBR 3007-1(b)(2)[Objections to Proof of Claim filed on less than 44 but more than 30 days for which written responses are not required] rather than the correct LBR 3007-1(b)(1)[Objections to Proof of Claim filed on at least 44 for which written responses are required]. Doc. #41. The court might have overlooked the reference to LBR 3007-1(b)(2) as a scrivener's error in light of the fact that the filings otherwise comport with LBR 3007-1(b)(1) but for the other more serous procedural errors.

For the foregoing reasons, the court finds that service on this claimant fails to comply with the Federal Rules of Bankruptcy Procedure and the Local Rules, and this objection will be OVERRULED WITHOUT PREJUDICE.

4. 23-11116-B-13 **IN RE: HUMBERTO/NANCY VIDALES**
TCS-11

CONTINUED MOTION TO MODIFY PLAN
11-12-2025 [184]

NANCY VIDALES/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Denied as moot.

ORDER: The court will prepare the order.

On January 7, 2026, Humberto and Nancy Vidales ("Debtors") filed their *Sixth Modified Chapter 13 Plan.* Doc. #213. Accordingly, this *Motion to Modify* pertaining to their Fifth Modified Chapter 13 Plan dated November 12, 2025, will be DENIED AS MOOT.

5. 23-12765-B-13 **IN RE: CHRISTOPHER/ABRA MORALES**
SL-2

MOTION TO MODIFY PLAN
12-4-2025 [50]

ABRA MORALES/MV
SCOTT LYONS/ATTY. FOR DBT.
RESPONSIVE PLEADING

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.

Christopher and Abra Morales ("Debtors") move for an order confirming the *Second Modified Chapter 13 Plan* dated December 4, 2025. Docs. #50, #54. Debtor's current plan was confirmed on February 2, 2024. Doc. #23.

The motion requests that the confirmed plan be modified as follows:

1. Debtors shall pay an aggregate of $57,632.08 for months 1-23. Debtors shall pay $3,610.00 per month in months 24-60. This represents an increase over the monthly plan payment of $3,225.00 in the confirmed plan.
2. The dividend to general unsecured creditors will be reduced from $100% to 16%.

3. For the remaining life of the plan, PennyMac Loan Services, LLC ("PennyMac") will receive $1,595.27 in monthly mortgage payments, $390.00 in monthly prepetition arrearage payments, and $333.00 per month to cure a post-petition arrearage.
4. All payments made by the Chapter 13 Trustee to creditors, as well as administrative payments made pursuant to the original Chapter 13 plan are approved, confirmed, ratified, and affirmed.

Doc. #54.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of any party in interest, including but not limited to creditors, the U.S. Trustee, and the case Trustee, 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. 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).

No party in interest has objected except for the Trustee, and the defaults of all other non-objecting parties are entered.

On December 18, 2025, Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. Debtors have failed to file an Amended Schedule I & J evidencing the ability to pay the increased monthly plan payment.

Doc. #44. On January 5, 2026, Debtors filed an Amended Schedule I & J reflecting that Debtors' monthly net income is $3,661.17, which is sufficient to fund the Second Amended Plan. Doc. #60. Debtors also submitted a Response in opposition to the Trustee's Objection.

Other than the Trustee, no party in interest responded to the motion, and the defaults of all non-responding parties are entered. Unless the Trustee withdraws the objection, this matter will proceed as scheduled to determine whether Debtors' Amended Schedules I & J resolve the Trustee's Objection. If so, the court is inclined to GRANT the motion.

6. 24-10784-B-13 **IN RE: LORENA CARRASCO**
PJK-6

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR RELIEF FROM CO-DEBTOR STAY
12-17-2025 [32]

NEWREZ LLC/MV
SCOTT LYONS/ATTY. FOR DBT.
PATRICK KANE/ATTY. FOR MV.

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

DISPOSITION: Denied as moot.

ORDER: The court will issue the order.

NewRez LLC d/b/a Shellpoint Mortgage Servicing ("Movant") brings this *Motion for Relief from the Automatic Stay* against Lorena Carrasco ("Debtor") as to 1027 Goble Court, Tulare, California 93274-6180 ("the Property"). Doc. #32. The confirmed plan reflects that Movant is listed in Class 4. Doc. #4, Confirmed Doc. #24. Accordingly, the automatic stay is not in effect as to the Property and Movant is already free "to exercise its rights against its collateral and any non-debtor in the event of a default under applicable law or contract." Doc. #4 at 3.11.

LBR 9014-1(e)(2) requires a proof of service, in the form of a certificate of service, to be filed with the Clerk of the court concurrently with the pleadings or documents served, or not more than three days after the papers are filed. *See also* LBR 7005-1. Here, the Movant did not file a certificate of service.

Typically, this motion would be denied without prejudice for the above deficiency. However, Fed. R. Civ. P. 4(*l*)(3), *incorporated by* Fed. R. Bankr. P. 7004(a)(1), provides that failure to prove service does not affect the validity of service, and the court may permit the proof of service to be amended.

But as stated, the service issue is irrelevant now since the Plan has been confirmed and Movant is free to exercise its rights in the collateral. The declaration of Mr. Alexander filed in support of this motion notes lack of payment as the primary bases for "cause" for stay relief.

Since Movant already can exercise its rights, stay relief is now moot. The motion is DENIED.

7. 21-11297-B-13 **IN RE: KIMBERLY HATTON**
RSW-1

CONTINUED MOTION TO CONFIRM PLAN
10-9-2025 [32]

KIMBERLY HATTON/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied.

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

This matter was originally heard on December 3, 2025. Docs. #48, #50.

Kimberly Hatton ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated October 9, 2025. Doc. #32. Debtor's current plan was confirmed on July 2, 2021. Doc. #12. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. The plan has not been proposed in good faith. In the proposed plan, Debtor proposes to reduce the percentage repayment to general unsecured creditors from 100% to 50%. Debtor has also added in her Amended Schedules I and J new expenses in the form of monthly loan repayments of $961.94 for a vehicle loan and $472.00 for a personal loan, both of which were taken out post-petition and without court approval.
2. Debtor must submit additional documentation to support the expenses listed in Debtor's Amended Schedules I & J arising from the non-approved mortgage payment and the unapproved vehicle installment payment. Debtor's Amended Schedule J also claims an increase in expenses for electricity, heat, and natural gas, from $300.00 (as listed on the original Schedule J) to $1,400.00. Debtor requests documentation to verify this increase.

Doc. #42. On November 23, 2025, Debtor filed an Opposition to Trustee's Objection requesting additional time to provide a detailed response. Doc. #46.

The court continued this objection to January 14, 2026, at 9:30 a.m. Doc. #50. Debtor was directed to file and serve a written response to the objection not later than fourteen (14) days before the continued hearing date, or file a confirmable, modified plan in lieu of a response not later than seven (7) days before the continued hearing date, or the objection would be sustained on the grounds stated in the objection without further hearing. *Id.*

On December 29, 2025, Debtor timely filed a more complete response accompanied by her Declaration. Docs. #54-55. The Motion and Declaration present the following factual assertions (except where noted otherwise):

Debtor fell behind in plan payments beginning in March 2024 when a burst pipe in her home resulted in flooding and significant unexpected expenses. However, Debtor continued making payments and, as of December 2025, she was only behind by slightly more than one monthly payment. Debtor proposes to cure the deficiency by increasing the monthly payment from $2,300.00 to $3,000.00 beginning in January 2025. Debtor, through counsel, avers that the reason for the proposed reduction in the dividend to general unsecured creditors from 100% to 50% is because the total filed and allowed claims for unsecured creditors, both priority and general, was significantly higher than the confirmed plan anticipated by $41,360.33. Debtor's counsel candidly admits that this issue should have been addressed much earlier when the Trustee served the Notice of Filed Claims in December 2021, but it was not due to counsel's inadvertence.

It was not until late 2024 that Debtor's counsel determined that the current plan could not be completed with a 100% distribution in 60 months. At that time, an increase in plan payments was considered, but Debtor could not afford an increase due to having taken a new lower-paying job. Debtor has since returned to her prior employer, but due to the changes in employment and other factors, Debtor was unable to provide the documentation needed for a modification for nearly a year, with the instant motion and accompanying modified plan filed in October 2025.

According to the calculations of Debtor's counsel, Debtor will only be paying a total of $744.00 less under the proposed First Modified Plan than she would be paying if she continues in the confirmed plan to completion ($137,256.00 versus $138,000.00, over 60 months).

Further complicating matters, as Trustee notes, Debtor has taken out two post-petition loans without court approval (and without informing Debtor's counsel at the time): a vehicle loan with a monthly payment of $961.94 and a loan for house repairs with a monthly payment of $472.00. *See* Doc. #31 (Amended Schedule I, dated October 8, 2025). The latter of the two loans is listed on the Amended Schedule I on line 5, "Additional mortgage payments for your residence, such as home equity loans," but it is elsewhere described as a personal loan. *Compare* Docs. #31, #40 (Debtor's Declaration, DCN RSW-2). No documentary evidence regarding the loan terms, applicable interest rates, or secured/unsecured status has been provided to the court beyond the Debtor's Declaration. Indeed, Debtor has not even deigned to identify the counterparties to the two post-petition loans.

Either way, it is undisputed that Debtor took out these two loans without court approval. By way of explanation, Debtor declares that

she "had forgotten that provision in the Rights and Responsibilities document [she] had read and signed." Doc. #55. The two loans are the subject of a *Motion to Incur Debt* which is currently pending before the court. *See Item #7, below.* The court has tentatively denied that motion, though hearing on that matter will proceed.

The trustee has not filed a Reply to Debtor's Response. This matter will be called as scheduled so that the court may hear further arguments from the Trustee and the Debtor. The court is inclined to DENY this motion because the terms of the First Modified Plan presuppose court approval of the accompanying *Motion to Incur Debt nunc pro tunc*, which the court is not inclined to approve.

8. 21-11297-B-13 **IN RE: KIMBERLY HATTON**
RSW-2

CONTINUED MOTION TO INCUR DEBT
10-9-2025 [38]

KIMBERLY HATTON/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied.

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

Kimberly Hatton ("Debtor") asks the court to retroactively approve two loans which were extended to Debtor without prior court approval. Doc. #38 *et seq.* Specifically, she moves for "nunc pro tunc" approval of an auto loan for a 2022 Acadia in the approximate amount of $41,000.00 for sixty (60) months at 13.64% interest with payments of over $960.00 per month, and a personal unsecured loan for $20,750.00 for fifty-nine (59) months at 12.99% interest with payments of over $472.00 per month. Doc. #40 (Debtor's Declaration). Debtor did not receive court approval for these loans before they were made and admits she was extended these loans in derogation of § 364(c), the provisions of the confirmed plan, and the Local Rules. For multiple reasons, this motion will be DENIED.

1. The Notice Error.

As an initial matter, there are procedural grounds for denying the motion without prejudice for failure to comply with the Local Rules of Bankruptcy ("LBR"). This motion and its accompanying documents were filed on October 9, 2025, with the hearing originally set for December

3, 2025. Doc. #38. The court later continued the matter to January 14, 2026, upon request by Debtor's counsel. Docs. ##49-50.

The Notice accompanying the Motion states:

> Opposition, if any, to the granting of the motion may be presented at the hearing on the motion. If opposition is presented, or if there is other good cause, the Court may continue the hearing to permit the filing of evidence and briefs.

Doc. #39. While Debtor does not cite to any of the Local Rules in that Notice, this language tracks with LBR 9014-1(f)(2)(C), which requires the movant to notify respondents written opposition is not required and any opposition to the motion must be presented at the hearing. However, this Local Rule only applies to motions filed on less than 28 days' notice. LBR 9014-1(f)(2). October 9, 2025, is fifty-five (55) days before December 3, 2025. Therefore, this motion was set for hearing on 28 or more days of notice, and LBR 9014-1(f)(2)(C) does not apply. Instead, notice should have been given under LBR 9014-1(f)(1)(B), which requires the movant to notify respondents that any opposition to the motion must be in writing and filed with the court at least 14 days preceding the date of the hearing.

While this might have been grounds to deny the motion without prejudice prior to the December 3, 2025, hearing date, the docket reflects that the Trustee did file a written response that was timely under LBR 9014-1(f)(1)(B) despite the incorrect Notice language, and so the court will overlook the procedural error and address the motion on its merits.

2. The Request for Nunc Pro Tunc Relief.

The caption of the instant motion purports to seek authorization to incur new debt on a *nunc pro tunc* basis. Doc. #38. This is problematic because recently the Supreme Court has curtailed the authority of the federal courts to grant motions on a *nunc pro tunc* basis:

> Federal courts may issue nunc pro tunc orders, or "now for then" orders, to "reflect[ ] the reality" of what has already occurred. "Such a decree presupposes a decree allowed, or ordered, but not entered, through inadvertence of the court."
>
> Put colorfully, "[n]unc pro tunc orders are not some Orwellian vehicle for revisionist history—creating 'facts' that never occurred in fact." Put plainly, the court "cannot make the record what it is not."

Roman Catholic Archdiocese of San Juan, Puerto Rico v. Acevedo Feliciano ("Feliciano"), 589 U.S. 57, 65, 140 S. Ct. 696, 700-01 (2020)(citations

omitted). Several bankruptcy courts have since interpreted *Feliciano* to bar approval of *nunc pro tunc* motions for approval of post-petition loans. *See Zvoch v. Winnecour (In re Zvoch)*:

> In this case, it was the Debtor's failure to seek pre-approval of the Acura financing, not the Court's inadvertence, that prevented entry of such an order. As a result, retroactively approving the Acura financing would not reflect reality, but create a new one where the Debtor complied with all his obligation.... In sum, the Court "'cannot make the record what it is not.'" For this reason alone, the *Motion* must be denied.

618 B.R. 734, 741 (Bankr. W.D. Pa. 2020)(citations omitted). *See also In re Nilhan Developers, LLC*, 620 B.R. 385, 403 (Bankr. N.D. Ga. 2020)(noting that *Feliciano* casts "serious doubt on the Court's ability to grant nunc pro tunc approval for a transaction that was not initially authorized"); *In re Richardson*, 649 B.R. 708, 714 (Bankr. D.S.C. 2023)(finding the legal basis for the Debtor's request for the Court's retroactive authority to incur debt "legally questionable" in light of *Feliciano*).

Under this interpretation, a bankruptcy court cannot grant *nunc pro tunc* relief for a dilatory motion to incur new debt because doing so would "make the record what it is not" by overlooking Debtor's failure to comply with her obligations under Code and the confirmed plan. *Zvoch*, 618 B.R. at 741. This appears to be an issue of first impression in the Ninth Circuit.

But while the motion is captioned as seeking "*nunc pro tunc*" relief, the relief requested can also be interpreted as instead seeking "retroactive" relief, with any order approving the post-petition loans having effect as of the date the loans were undertaken. This might eliminate the *Feliciano* problem there having been no prior "decree allowed, or ordered, but not entered, through inadvertence of the court," and the court assumes even post-*Feliciano* that it retains at least some authority for retroactive relief, such as in the context of Chapter 11 motions to employ which are typically filed post-petition but allow for representations that began prior to the filing of the application.

The court might have been more open to granting this motion retroactively had it been filed on an emergency basis as soon as practicable after the Debtor suffered the flooding of her home and the breakdown of her vehicle (though the court notes that at no point in the moving papers does Debtor advise the court of when those events occurred nor even the identities of the lenders, and no copies of the loan agreements are presented as exhibits). It might even have been open to granting the tardy motion on a retroactive basis if the Debtor could show that she could complete all plan payments under her 100% plan while also making the loan payments. But here, the Debtor waited *well over a year* before moving for retroactive approval of her loans

and only ever did so when compelled by her need to file a modified plan that incorporated the two loans while cutting payments to general unsecured creditors in half.

But the court need not consider these what-ifs today, because even if the court retains the authority to grant this motion (whether *nunc pro tunc* or just retroactively), it would never have approved the loans under these facts for the reasons outlined below. Accordingly, the court will not decide today the question of whether motions to incur new debt filed only after-the-fact are completely barred by *Feliciano*, but that is a question that bankruptcy attorneys in this district should be mindful of in the future. Because if the answer is "yes, they are," then it seems likely that a Chapter 13 debtor's failure to obtain court approval before taking out a post-petition loan may inflict a mortal wound on their case.

3. The Harbin Factors.

Even after including both loans in her revised budget, Debtor avers she can continue to pay the Plan payments as called for by the proposed modified plan. She even agrees to slightly increase the payments to $3,000.00 per month. However, her compliance with the Plan requirements of a 100% dividend to unsecured creditors is not feasible now. Debtor has contemporaneously sought modification of the Plan to reduce the payments to unsecured creditors from 100% to 50%. *See item #7 above.*

The Chapter 13 Trustee objects to retroactive approval, arguing that Debtor violated the Plan terms and the local rules. Doc. #44. Trustee cites as controlling authority *Sherman v. Harbin (In re Harbin)*, 486 F. 3d 510, 523 (9th Cir. 2007) and argues the factors to be considered by the court do not support retroactive approval. *Id.* Debtor attempts to distinguish *Harbin* and argue the factors support the relief requested here. Doc. #56. The court is not moved by Debtor's arguments.

Under *Harbin* the court should examine (1) whether the loans benefitted the estate; (2) whether an adequate explanation has been made for the failure to obtain prior approval, and that the failure was in good faith; (3) whether the debtor is fully compliant with § 364 (c)(2); and (4) whether these are rare circumstances where retroactive authorization is appropriate. *Harbin*, 486 F.3d at 523.

a. Benefit to estate.

Debtor posits that the purchase of the Acadia permitted Debtor to travel to work which afforded her income to make Plan payments and that the "personal loan" enabled her to function on a daily basis after the flooding of her home, including boarding her pets. Doc. #40. Debtor also asserts that, since March 2022, all the payments under the Plan have been going to unsecured claimants. Doc. #56.

True enough, transportation may be critical to income generation, but taking out an unapproved loan was not the only alternative. Short term rental while approval was obtained was another option. The personal loan enabling the debtor to function is vague. Debtor has indicated that insurance paid for all but approximately $6,000.00 of the home repair, which raises the question of what didn't the insurance cover? Presumably, relocation lodging for Debtor and her pets may be part of the coverage. But even absent that, it is unclear just how the personal loan funds were used. The issue here is benefit to the estate, and, other than transportation (for which alternatives could have been explored), the proof here is lacking in focus and does not support retroactive relief.

b. Explanation and good faith.

Other than Debtor "forgot," there really is no explanation provided, and the court does not find that an acceptable or excusable reason to grant the motion. This Debtor has been in Chapter 13 for almost five years. She has made most of the payments though, according to the Trustee, she is currently in default. She admits to signing the "Rights and Responsibilities" form. She had competent counsel to consult with had she chosen to do so before seeking the loans. The terms of the confirmed Plan were available to her throughout her journey in Chapter 13. Based on her testimony in the Declarations filed in support of this and the Plan modification motions, the flooding of her home occurred in 2024 (almost two years ago) and the car loan was undertaken shortly thereafter. The court does not find this an adequate explanation in this case.

c. Compliance with § 364 (c)(2).

Debtor claims § 365(c)(2) does not apply because Debtor is not seeking to "prime" any existing loans. That is a narrow reading of § 364(c), which requires proof that unsecured credit as an administrative expense was unavailable. It most likely was not given these circumstances, though the personal loan is apparently unsecured. This factor is not very relevant other than establishing more lack of proof on the part of the Debtor.

d. Rare circumstance where retroactive relief is appropriate.

Debtor really does not develop this argument at all other than to contend that perhaps the new loan creditors could wait to be paid while the Plan completes in a few months. That may be the remedy the Debtor chooses.

But the real circumstance that drives the instant motion is the fact that Debtor's counsel was not made aware of the new post-petition loans until he consulted with Debtor about the need to modify the plan. *See Item #7, above.* This modification only became necessary to address Debtor's significant underestimation of the amount of unsecured claims to be paid in what was originally a 100% plan, *Id.,*

and but for the necessity of modifying the plan for unrelated reasons, Debtor might have completed plan payments without ever disclosing the post-petition loans. Debtor and her counsel acknowledge that the Trustee provided a list of filed claims in 2021, but they failed to act on the shortfall until 2024. *Id.* Then, there were delays due to workload of counsel and Debtor's own personal difficulties before either of these motions were finally filed.

These factors do not constitute a "rare circumstance," nor is "forgetting" Debtor's requirements under Chapter 13. It may be negligence, but it is not a rare circumstance.

On balance, there is no compelling reason for the unusual relief of retroactive approval of the two loans here. Cancellation or recission of the loans is impractical given the length of time since the loans were made and the fact the loan proceeds are now unavailable. This leaves the Debtor with unappealing choices. But the court is unconvinced retroactive approval is justified under the facts before it.

CONCLUSION

The Debtor seeks court approval in 2026 for loans already taken out in 2024 if not earlier. Even assuming that the court has the power to grant such *nunc pro tunc* relief at all in light of *Feliciano*, it is disinclined to grant it under the facts before it today.

This matter will proceed as scheduled. In the absence of further arguments that the court finds more persuasive, this motion will be DENIED.

9. 25-13398-B-13 **IN RE: LEE ROBERTSON**
LGT-1

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
11-18-2025 [16]

LILIAN TSANG/MV
ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

This objection was originally heard on December 10, 2025. Doc. #419

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Lee Robertson ("Debtor") on October 22, 2025, on the following basis:

1. Schedule I reflects financial assistance/support in the amount of $200.00. Trustee requests a declaration from the source of this income stating their ability and intention to continue with said support throughout the lifetime of the plan.
2. Section 3.10 of the Plan governs Class 4 claims, which include all secured claims that are not delinquent and mature after the completion of the plan to be paid directly by the Debtor or a third party. Debtor's Schedule D listed a 2016 Chevrolet Camaro financed with CarMax Auto Finance (Dkt.11.) Schedule D also indicates that the vehicle is driven and paid for by debtor's daughter. If the vehicle loan matures during the pendency of this case, then the vehicle must be listed as surrender or be paid through the plan. Trustee requests clarification and documentation verifying that this vehicle claim is appropriately classified in Class 4.

Doc. #16.

The court continued this objection to January 14, 2026. Docs. ##19-20. Debtor was directed to file and serve a written response to the objection not later than fourteen (14) days before the continued hearing date, or file a confirmable, modified plan in lieu of a response not later than seven (7) days before the continued hearing date, or the objection would be sustained on the grounds stated in the objection without further hearing. *Id.*

Debtor neither filed a written response nor a modified plan. Therefore, Trustee's objection will be SUSTAINED on the grounds stated in the objection.

10. 25-14279-B-13 **IN RE: FRANCISCO SALCEDO**
SLL-1

MOTION TO EXTEND AUTOMATIC STAY
12-30-2025 [8]

FRANCISCO SALCEDO/MV
STEPHEN LABIAK/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 court will prepare the order.

Francisco Salcedo ("Debtor") requests an order extending the automatic stay under 11 U.S.C. § 362(c)(3). Doc. #8 *et eq.*

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

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

Under 11 U.S.C. § 362(c)(3)(A), if the debtor has had a bankruptcy case pending within the preceding one-year period that was dismissed, then the automatic stay under subsection (a) shall terminate with respect to the debtor on the 30th day after the latter case is filed.

This Debtor's cases within the last year are as follows:

Docket	Filed	Dismissed	Reason for dismissal
25-11310	4/23/25	10/9/25	Failure to make plan payments
25-14279	12/26/25	Pending	n/a

The automatic stay in the current case will expire on Monday, January 26, 2026 (the 30th day after filing being a Sunday).

11 U.S.C. § 362(c)(3)(B) allows the court to extend the stay to any or all creditors, subject to any limitations the court may impose, after a notice and hearing where the debtor demonstrates that the filing of the latter case is in good faith as to the creditors to be stayed. Such request must be made within 30 days of the petition date.

A case is presumptively filed not in good faith as to all creditors if any of the conditions listed 11 U.S.C. § 362(c)(3)(C) exist:

I. more than 1 previous case under any of chapters 7, 11, and 13 in which the individual was a debtor was pending within the preceding 1-year period [§ 362(c)(3)(C)(i)(I)];
II. a previous case under any of chapters 7, 11, and 13 in which the individual was a debtor was dismissed within such 1-year period, after the debtor failed to:
    aa. file or amend the petition or other documents as required by this title or the court without substantial excuse (but mere inadvertence or negligence shall not be a substantial excuse unless the dismissal was caused by the negligence of the debtor's attorney) [§ 362(c)(3)(C)(i)(II)(aa)];
    bb. provide adequate protection as ordered by the court [§ 362(c)(3)(C)(i)(II)(bb)]; or
    cc. perform the terms of a plan confirmed by the court [§ 362(c)(3)(C)(i)(II)(cc)]; or
III. there has not been a substantial change in the financial or personal affairs of the debtor since the dismissal of the next most previous case under chapter 7, 11, or 13 or any other reason to conclude that the latter case will be concluded
    aa. if a case under chapter 7, with a discharge; or
    bb. a case under chapter 11 or 13, with a confirmed plan that will be fully performed[.]

§ 362(c)(3)(C)(i)(I)-(III). To restate these Code provisions more plainly, the rebuttable presumption arises that the latter case was filed not in good faith:

I. If a debtor has had *two or more* previous chapter 7, 11, or 13 cases pending within the year preceding the new case which were dismissed for *any reason*. [§ 362(c)(3)(C)(i)(I)];
II. If a debtor has had *one* such case had been pending within the previous year which was dismissed for (aa) failure to file or amend the petition or other required documents without substantial excuse, (bb) failure to provide adequate protection, or (cc) failure to perform the terms of a confirmed plan. [§ 362(c)(3)(C)(i)(II)(aa-cc)]; or
III. If a debtor has had *one* such case pending within the previous year which was dismissed for *any reason*, and debtor has failed to demonstrate a "substantial change" in the debtor's financial affairs since the prior dismissal such that the court may conclude that the new case will lead to either a chapter 7 discharge or a confirmable chapter 11 or chapter 13 plan.

In addition, the presumption arises as to *any specific creditor* which had commenced a stay relief action in the previous case that was still pending as of the date of dismissal or which had been resolved by terminating, conditioning, or limiting the stay as to the actions of that creditor. § 362(c)(3)(C)(ii).

The presumption of bad faith may be rebutted by clear and convincing evidence. § 362(c)(3)(C). Under the clear and convincing standard, the evidence presented by the movant must "place in the ultimate factfinder an abiding conviction that the truth of its factual contentions are 'highly probable.' Factual contentions are highly probable if the evidence offered in support of them 'instantly tilt[s] the evidentiary scales in the affirmative when weighed against the evidence offered in opposition.'" *Emmert v. Taggart (In re Taggart)*, 548 B.R. 275, 288, n.11 (B.A.P. 9th Cir. 2016) (citations omitted) (vacated and remanded on other grounds by *Taggart v. Lorenzen*, 139 S. Ct. 1785 (2019)). If the presumption does not arise, the debtor needs to establish good faith by a preponderance of the evidence.

In this case, the presumption of bad faith arises. The subsequently filed case is presumed to be filed in bad faith as to all creditors because debtor has had a prior case pending within the previous year which was dismissed for failure to perform the terms of a confirmed plan.

Debtor declares that the previous case was dismissed because of Debtor's failure to make plan payments. Doc. #10. To more accurately state the disposition of the previous case, Debtor voluntarily dismissed the previous case at a time when his payments were delinquent by more than $18,144.00 and a Trustee's motion to dismiss was pending. *See* Bankr. Case No. 25-11310 (docket generally). Debtor declares that he has experienced a significant change in financial circumstances because he is no longer providing financial support to his son, an aspiring film maker to whom Debtor paid approximately $150,000.00 over the last two years to help finance the son's then-ongoing film production. Doc. #10.

In the current case, the *Chapter 13 Plan* dated December 26, 2025, provides for 60 monthly payments of $10,100.00 with a 100% dividend to unsecured claims. Doc. #3. Debtor's *Schedules I* and *J* indicate that Debtor receives $18,709.00 in monthly net income, which is sufficient for Debtor to afford the proposed plan payment. Doc. #1 (Schedule J).

By comparison, in the previous case, Debtor's monthly net income was $15,231.77, so Debtor's financial condition has materially changed since the last case was filed. *See*, Bankr. Case No. 25-11310, Doc. #1 (Schedule J). The court notes that the financial support Debtor allegedly made to his son were not disclosed in the filings for either the previous or current cases. While the court finds it dubious that the "substantial change" threshold is met simply by Debtor's promise that, this time, he will make payments as required by the Plan instead of diverting his funds for voluntary contributions to his son, the

increase in Debtor's monthly net income of approximately $3,500.00 per month is sufficient to meet the threshold, especially since the current plan proposes a 100% distribution.

Based on the moving papers and the record, the presumption appears to have been rebutted by clear and convincing evidence because Debtor's financial condition and circumstances have materially changed. Debtor's petition appears to have been filed in good faith and the proposed plan does appear to be feasible.

This matter will be called and proceed as scheduled. In the absence of opposition at the hearing, this motion may be GRANTED. 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).

11:00 AM

1. 24-11813-B-7 **IN RE: MARIA MACHAIN AND MIGUEL NUNEZ HERNANDEZ**
24-1034

CONTINUED PRE-TRIAL CONFERENCE RE: COMPLAINT
9-18-2024 [1]

IBARRA V. MACHAIN ET AL
MARC VOISENAT/ATTY. FOR PL.

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

DISPOSITION: Continued to May 13, 2026, at 11:00 a.m.

ORDER: The court will prepare the order.

On January 5, 2026, Ramon Espino Ibarra, plaintiff in the above-styled adversary proceeding ("Plaintiff"}, filed a *Plaintiff's Status Conference Statement* advising that, after mediation, the parties have reached a conditional settlement agreement which the Debtor-Defendants have until April 2026 to perform. Doc. #47. Plaintiff requests that this matter be continued to May 13, 2026, to see if Debtor-Defendants perform under the terms of the settlement agreement. *Id.*

Accordingly, this matter will be CONTINUED to May 13, 2026, at 11:00 a.m. The parties are to submit joint or separate status reports at least seven (7) days prior to the continued hearing date unless the case is settled (with an order dismissing this adversary proceeding entered by the court) prior to then.

2. 24-11813-B-7 **IN RE: MARIA MACHAIN AND MIGUEL NUNEZ HERNANDEZ**
24-1034 CAE-1

CONTINUED STATUS CONFERENCE RE: COMPLAINT
9-18-2024 [1]

IBARRA V. MACHAIN ET AL
MARC VOISENAT/ATTY. FOR PL.

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

DISPOSITION: Continued to May 13, 2026, at 11:00 a.m.

ORDER: The court will prepare the order.

On January 5, 2026, Ramon Espino Ibarra, plaintiff in the above-styled adversary proceeding ("Plaintiff"}, filed a *Plaintiff's Status Conference Statement* advising that, after mediation, the parties have reached a conditional settlement agreement which the Debtor-Defendants have until April 2026 to perform. Doc. #47. Plaintiff requests that

this matter be continued to May 2026 to see if Debtor-Defendants are able to perform under the terms of the settlement agreement. *Id.*

Accordingly, this matter will be CONTINUED to May 13, 2026, at 11:00 a.m. The parties are to submit joint or separate status reports at least seven (7) days prior to the continued hearing date unless the case is settled (with an order dismissing this adversary proceeding entered by the court) prior to then.

3. 24-11813-B-7 **IN RE: MARIA MACHAIN AND MIGUEL NUNEZ HERNANDEZ**
24-1034 CAE-2

CONTINUED ORDER TO SHOW CAUSE
9-11-2025 [20]

IBARRA V. MACHAIN ET AL

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

DISPOSITION: Continued to May 13, 2026, at 11:00 a.m.

ORDER: The court will prepare the order.

On January 5, 2026, Ramon Espino Ibarra, plaintiff in the above-styled adversary proceeding ("Plaintiff"}, filed a *Plaintiff's Status Conference Statement* advising that, after mediation, the parties have reached a conditional settlement agreement which the Debtor-Defendants have until April 2026 to perform. Doc. #47. Plaintiff requests that this matter be continued to May 2026 to see if Debtor-Defendants are able to perform under the terms of the settlement agreement. *Id.* The court has granted that request. *See Items ##1-2, above.*

Accordingly, hearing on this order to show cause will also be CONTINUED to May 13, 2026, at 11:00 a.m. If the case is settled (with an order dismissing this adversary proceeding entered by the court) prior to then, the order to show cause will be vacated.

4. 24-13719-B-7 **IN RE: B & B AGRI SERVICES INC.**
GG-1

CONTINUED STATUS CONFERENCE RE: MOTION TO DISMISS CASE
7-28-2025 [33]

DINAH PARLAN/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
ANERIO ALTMAN/ATTY. FOR MV.

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

DISPOSITION: Continued to February 4, 2026, at 11:00 a.m.

ORDER: The court will prepare the order.

On January 5, 2026, the parties entered a Joint Status Report and Joint Stipulation advising that discovery was not yet complete and requesting that:

1. Defendant shall have until February 2, 2026, to file the first responding document.
2. This status conference will be continued to a date after February 4, 2026.
3. Defendant agrees that Plaintiff need not execute a further summons.

Doc. #75. The court approved the Joint Stipulation. This Status Conference is hereby CONTINUED to February 4, 2026, at 11:00 a.m. The parties shall file a joint or separate status report no later than seven (7) days before the continued hearing date.

5. 24-13719-B-7 **IN RE: B & B AGRI SERVICES INC.**
25-1032 CAE-1

CONTINUED STATUS CONFERENCE RE: COMPLAINT
7-22-2025 [1]

VETTER V. PARLAN
D. GARDNER/ATTY. FOR PL.

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

DISPOSITION: Continued to February 4, 2026, at 11:00 a.m.

ORDER: The court will prepare the order.

On January 7, 2026, the parties entered Joint Stipulation advising that discovery was not yet complete and requesting that:

1. Defendant shall have until February 2, 2026, to file the first responding document.
2. This status conference will be continued to a date after February 4, 2026.
3. Defendant agrees that Plaintiff need not execute a further summons.

Doc. #12. The court approves the Joint Stipulation. This Status Conference is hereby CONTINUED to February 4, 2026, at 11:00 a.m. The parties shall file a joint or separate status report no later than seven (7) days before the continued hearing date.

6. 24-13719-B-7 **IN RE: B & B AGRI SERVICES INC.**
25-1033 CAE-1

CONTINUED STATUS CONFERENCE RE: COMPLAINT
7-22-2025 [1]

VETTER V. PARLAN
D. GARDNER/ATTY. FOR PL.
CONT'D TO 2/4/26 PER ECF ORDER #13

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

DISPOSITION: Continued to February 4, 2026, at 11:00 a.m.

No order is required.

Pursuant to the court's order dated December 11, 2025 (Doc. #13), this matter is CONTINUED to February 4, 2026, at 11:00 a.m. The parties shall file a joint or separate status report no later than seven (7) days before the continued hearing date.

7. 18-11651-B-11 **IN RE: GREGORY TE VELDE**
19-1033 CAE-1

CONTINUED STATUS CONFERENCE RE: THIRD-PARTY COMPLAINT
2-24-2021 [163]

SUGARMAN V. IRZ CONSULTING, LLC ET AL
KYLE SCIUCHETTI/ATTY. FOR PL.

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

DISPOSITION: Continued to January 28, 2026, at 11:00 a.m.

ORDER: The court will prepare the order.

On January 8, 2026, the court approved the Joint Stipulation of the parties to extend the deadline to file objections to the court's

Report and Recommendations filed on December 17, 2025 (Doc. #935), from December 31, 2025, to January 21, 2026. Doc. #954.

Accordingly, this Status Conference is hereby CONTINUED to January 28, 2026, at 11:00 a.m. The parties shall prepare and file a joint or unilateral status report(s) no later than seven (7) days before the continued hearing date.

8. 18-11651-B-11 **IN RE: GREGORY TE VELDE**
19-1037 CAE-1

CONTINUED STATUS CONFERENCE RE: NOTICE OF REMOVAL
7-23-2018 [1]

IRZ CONSULTING LLC V. TEVELDE ET AL
HAGOP BEDOYAN/ATTY. FOR PL.

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

DISPOSITION: Continued to January 28, 2026, at 11:00 a.m.

ORDER: The court will prepare the order.

This matter will be continued to January 28, 2026, at 11:00 a.m. to be heard in conjunction with the Status Conference in Adversary Proceeding No. 19-1033. *See Item #7, above.*

9. 21-12473-B-7 **IN RE: BLAIN FARMING CO., INC.**
23-1040 CAE-1

STATUS CONFERENCE RE: COMPLAINT
10-3-2023 [1]

KING V. BLAIN

NO RULING.

10. 25-10088-B-11 **IN RE: AMY CORPUS**
25-1017 CAE-1

CONTINUED STATUS CONFERENCE RE: AMENDED COMPLAINT
10-16-2025 [37]

SLOVER ET AL V. CORPUS
JEFFREY HOGUE/ATTY. FOR PL.

NO RULING.