



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

**Hearing Date: Tuesday, January 27, 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. [20-10809](#)-B-11     **IN RE: STEPHEN SLOAN**  
[WF-38](#)

AMENDED MOTION TO SELL  
1-8-2026    [\[887\]](#)

TERRENCE LONG/MV  
PETER FEAR/ATTY. FOR DBT.  
DANIEL EGAN/ATTY. FOR MV.

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                  Granted.

ORDER:                          The minutes of the hearing will be the court's findings and conclusions. The Moving Party will submit a proposed order after hearing.

Terence J. Long, Plan Administrator in the above-styled Chapter 11 case ("Plan Administrator" or "Long") moves for an order, pursuant to 11 U.S.C. § 363 and Federal Rule of Bankruptcy Procedure 6004, authorizing the sale of real property known as Merced Falls Ranch, Los Banos, CA, APN 078-140-005 and APN 078-140-017 ("the Ranch") to the Morning Star Packing Company ("Prospective Buyer") for \$2.7 million subject to higher and better bids. Doc. #887 *et seq.* Long also seeks an order allowing him to pay broker commissions from the sale proceeds, as well as customary closing costs and property taxes. *Id.*

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

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

Stephen William Sloan ("Debtor") filed Chapter 11 bankruptcy on March 2, 2020. Doc. #1. On February 2, 2022, the plan of reorganization ("the Plan") was confirmed which, *inter alia*, appointed Long as Plan Administrator. Doc. #483. Pursuant to provisions of the Plan, Long has authority to liquidate Debtor's assets and distribute proceeds in accordance with other plan provisions regarding liquidation and distribution. *Id.*

According to Long's Declaration, the Ranch consists of the following Assessor's Parcel Numbers ("APN"):

1. APN 078-140-005, and
2. 078-140-017.

Doc. #885. It appears that neither the acreage nor the physical description of the Ranch parcels is included in the moving papers, except that the listing agreement attached as an exhibit to the Trustee's motion to employ the realtor in this case identifies it as "964 ac Merced Falls Ranch." Doc. #828, pg. 6.

According to Schedules A/B, the Ranch has an "Unknown" value, but Debtor states "Assets are difficult to value, but may be worth as much as \$90M. No Debt." Doc. #19 (Schedule A/B, Line 19.4).

On or about April 22, 2024, the court approved the motion to retain Pearson Realty to market the Ranch. Doc. #843. The listing agreement ran from February 13, 2025, through December 31, 2025. Doc. #828, pg. 6. Long declares that he received an offer from Prospective Buyer to purchase the Ranch to Prospective Buyer, which he has accepted subject to court approval. Doc. #885.

#### DISCUSSION

##### Sale of Property

11 U.S.C. § 363(b)(1) allows the trustee (or, in this instance, the Plan Administrator) to "sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under 11 U.S.C. § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. *In re Alaska Fishing Adventure, LLC*, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) citing *240 N. Brand Partners v. Colony GFP Partners, Ltd. P'ship (In re 240 N. Brand Partners)*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996); *In re Wilde Horse Enters., Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the trustee's judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." *Alaska Fishing*, 594 B.R. at 889, quoting 3 Collier on Bankruptcy ¶ 363.02[4] (Richard Levin & Henry J. Sommer, 16th ed.). "[T]he trustee's business judgment is to be given 'great judicial deference.'" *Id.*, citing *In re Psychometric Sys., Inc.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007); *In re Bakalis*, 220 B.R. 525, 531-32 (Bankr. E.D.N.Y. 1998).

Sales to an insider are subject to heightened scrutiny. *Alaska Fishing Adventure, LLC*, 594 B.R. at 887 citing *Mission Product Holdings, Inc. v. Old Cold, LLC (In re Old Cold LLC)*, 558 B.R. 500, 516 (B.A.P. 1st Cir. 2016). There is nothing in the record suggesting that Buyer is an

insider with respect to Debtor. Buyer is neither listed in the schedules nor the master address list. Docs. #1; #2; #16; #19.

Debtor did not exempt the Ranch in *Schedule C*. Doc. #19.

The Plan Administrator has entered into a contract ("Purchase Agreement") with Buyer to sell the Ranch for \$2.7 million with a deposit of \$100,000.00 (or 3.70% of the purchase price) and a close of escrow 30 days after Acceptance. Doc. #884, pg. 4. Buyer has executed an agreement to remove all buyer contingencies. *Id.* (Exh. B). The Exhibits include an Estimated Closing Statement indicating that, after closing costs, the sale will generate approximately \$2,284,884.05 for the estate if there are no successful overbids. *Id.* (Ex. B).

According to the Estimated Closing Statement, there are outstanding property taxes owed on the Ranch in the amount of \$3,262.62. *Id.* However, there is no indication that the Ranch is encumbered.

The sale under these circumstances should maximize potential recovery for the estate. The sale of the Property appears to be in the best interests of the estate because it will provide liquidity that can be distributed for the benefit of unsecured claims. The sale appears to be supported by a valid business judgment and proposed in good faith. Therefore, this sale is an appropriate exercise of Trustee's business judgment and, assuming no opposition is presented at the hearing, will be given deference.

#### Real Estate Brokers' Compensation

This motion affects the proposed disposition of estate assets and the Broker. Under Fed. R. Civ. P. ("Civ. Rule") 21 (Rule 7021 incorporated in contested matters under Rule 9014(c)), the court will exercise its discretion to add Broker as a party.

LBR 9014-1(d)(5)(B)(ii) permits joinder of claims for authorization for the sale of real property and allowance of fees and expenses for such professional under 11 U.S.C. §§ 327, 328, 330, 363, and Rule 6004.

On or about April 25, 2025, the court approved the motion to retain Pearson Realty to market the Ranch. Doc. #843. Pursuant to the employment order, the Plan Administrator requests to compensate Pearson Realty with a commission of 2.5%, plus an additional commission of up to 2.5% going to the eventual buyer's real estate broker, if any. Doc. #882. Buyer's realtor is PMZ Real Estate. Doc. #882.

#### Overbid Procedure

Any party wishing to overbid shall, prior to the hearing, comply with the overbid procedures as outlined in the motion beginning on page 3 and as subsequently modified by the *Amendment* to the motion dated

January 8, 2026. See Docs. #882 and #887. That Amendment increases the amount of any initial minimum overbid from \$10,000.00 to \$50,000.00 above the initial price and increases the increments of subsequent bids from \$10,000.00 minimum to \$25,000.00 minimum. *Id.*

#### Waiver of 14-day Stay

The Plan Administrator does not request waiver of the 14-day stay of Rule 6004(h), and no such relief will be granted.

#### Conclusion

Written opposition to this motion was not required. If no such opposition is presented at the hearing, this motion will be GRANTED. The Plan Administrator will be authorized: (1) to sell the Property to the prevailing bidder at the hearing, as determined at the hearing; (2) to execute all documents necessary to effectuate the sale of the Property; (3) to pay broker commission in the amount of 2.5% of the total sale price to seller's broker and 2.5% to the buyer's broker, if any, as determined at the hearing; and (4) to pay all costs, commissions, and real property taxes directly from escrow.

2. [25-12231](#)-B-11     **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**  
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION  
7-1-2025    [[1](#)]

HAGOP BEDOYAN/ATTY. FOR DBT.

NO RULING.

3. [25-13979](#)-B-11     **IN RE: SAVI CONSTRUCTION LLC**  
[YW-3](#)

CONTINUED MOTION TO USE CASH COLLATERAL AND/OR MOTION FOR  
ADEQUATE PROTECTION  
12-10-2025    [[30](#)]

SAVI CONSTRUCTION LLC/MV  
LEONARD WELSH/ATTY. FOR DBT.

NO RULING.

11:00 AM

1. [25-13503](#)-B-7     **IN RE: VERONICA CARDENAS**

REAFFIRMATION AGREEMENT WITH NUVISION CREDIT UNION  
12-29-2025     [\[14\]](#)

GRISELDA TORRES/ATTY. FOR DBT.

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

DISPOSITION:     Rescinded; taken off calendar.

NO ORDER REQUIRED.

Veronica Cardenas ("Debtor") has rescinded this reaffirmation agreement with Nuvision pursuant to 11 U.S.C. 524(c)(4) on January 14, 2025. Doc. #19. Accordingly, this matter will be taken off calendar.

2. [25-13311](#)-B-7     **IN RE: TIMOTHY CLAGGETT**

REAFFIRMATION AGREEMENT WITH SYSTEMS & SERVICES TECHNOLOGIES, INC.  
12-29-2025     [\[15\]](#)

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 Timothy Vance Claggett ("Debtor") and Systems & Services Technologies, Inc. for a solar panel system ("Property") was filed on December 29, 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 court notes that this Reaffirmation Agreement is for the solar panels on the 5715 Cordonata Way property (debtor's residence) but the UCC-1 Financing Statement attached to this Reaffirmation Agreement is

for creditor GoodLeap, LLC for the solar panels on the 4205 Orinda Way property (rental property).

Consequently, there is no proof of a perfected security interest in the property that is the subject of the reaffirmation agreement.

Also, even if there was such proof of a perfected security interest, given the current value of the Property, the court finds that reaffirming this debt with its remaining term is not in the Debtor's best interest. Approval of the reaffirmation agreement is DENIED.

3. [25-13521](#)-B-7     **IN RE: JACOB SUAREZ**

REAFFIRMATION AGREEMENT WITH EDUCATIONAL EMPLOYEES CREDIT UNION  
12-22-2025     [\[13\]](#)

LAYNE HAYDEN/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 Jacob Suarez ("Debtor") and Educational Employees Credit Union ("Creditor") for a 2023 Hyundai Elantra ("Vehicle") was filed on December 22, 2025. Doc. #13.

As an informative matter, Rule 4008(a) states, in relevant part, that "[a] reaffirmation agreement shall be accompanied by a cover sheet, prepared as prescribed by the appropriate Official Form." Fed. R. Bankr. Pro. 4008(a). Official Form 427 states "Fill it out completely, attach it to the reaffirmation agreement..." Here, item #6 of the cover sheet is insufficient. This form must be filled out completely even if the creditor is a credit union.

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."

There is no presumption of undue hardship because the lender is a Credit Union. But the evidence submitted by the Debtor shows a negative monthly expense deficit. Though the court does not presume reaffirmation is an undue hardship, the amount of the monthly deficit is substantial evidence of undue hardship even without the



presumption. It also is evidence that this reaffirmation agreement is not in this 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.

4. [25-12041](#)-B-7      **IN RE: FEDERICO GALINDO**

REAFFIRMATION AGREEMENT WITH NOBLE CREDIT UNION  
12-10-2025    [\[25\]](#)

MARCUS TORIGIAN/ATTY. FOR DBT.  
DISCHARGED 11/24/25

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 Federico Galindo ("Debtor") and Noble Credit Union for a 2017 Honda Civic ("Vehicle") was filed on December 10, 2025. Doc. #25.

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."

Reaffirming this debt with its remaining term and the current value and age of the Vehicle is not in the Debtor's best interest. The Court also notes a "fees and costs" charge added to the Debtor's balance owed. The amount exceeds \$4,000.00. Approval of the reaffirmation agreement is DENIED.

5. [25-13090](#)-B-7     **IN RE: JON KELTNER**

REAFFIRMATION AGREEMENT WITH WELLS FARGO BANK N.A.  
12-22-2025    [\[14\]](#)

JEFFREY ROWE/ATTY. FOR DBT.

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

DISPOSITION:     Denied as moot.

ORDER:             The court will issue an order.

Debtor's counsel shall notify the debtor that no appearance is necessary.

On December 18, 2025, a Reaffirmation Agreement between Jon Wayne Keltner ("Debtor") and Wells Fargo Bank N.A. for a 2017 Hyundai Elantra was filed with the court. Doc. #14. Apparently by inadvertence, Debtor also filed a second, identical copy of the Reaffirmation Agreement which was entered as Doc. #13. The first Reaffirmation Agreement having been approved without a hearing; the court DENIES the second as moot.

6. [25-13294](#)-B-7     **IN RE: DAVID/ASHLEY SAMUELS**

REAFFIRMATION AGREEMENT WITH CAPITAL ONE AUTO FINANCE  
12-11-2025    [\[15\]](#)

TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION:     Denied.

ORDER:             The court will issue an order.

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

A Reaffirmation Agreement between David Samuels and Ashley Samuels ("Debtors") and Capital One Auto Finance for a 2021 Kia Sportage Utility ("Vehicle") was filed on December 11, 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."

Here, the Vehicle is valued at \$21,023.00. The amount being reaffirmed by Debtors is \$20,340.41 with an 13.73% interest rate and approximately 60 months (five years) remaining on the loan.

Reaffirming this debt with its remaining term, interest rate, and the current value of the Vehicle is not in the Debtor's best interest. Accordingly, approval of the Reaffirmation Agreement between Debtors and Capital One Auto Finance will be DENIED.

1:30 PM

1. [25-11401](#)-B-7     **IN RE: FRANCISCO/LAURA CORRAL**  
[JSP-3](#)

MOTION TO AVOID LIEN OF CAPITAL ONE BANK (USA), N.A.  
AND TD BANK USA, N.A.  
12-5-2025     [\[35\]](#)

LAURA CORRAL/MV  
JOSEPH PEARL/ATTY. FOR DBT.

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

DISPOSITION:     Continued to February 24, 2026, at 1:30 p.m.

No order is required.

Pursuant to an order of the court dated January 21, 2026 (Doc. #40),  
this matter is CONTINUED to February 24, 2026, at 1:30 p.m.

2. [25-13706](#)-B-7     **IN RE: JASMIN CALDERA**  
[DJP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
1-12-2026     [\[17\]](#)

EDUCATIONAL EMPLOYEES CREDIT UNION/MV  
MARK ZIMMERMAN/ATTY. FOR DBT.  
DON POOL/ATTY. FOR MV.

TENTATIVE RULING:     This matter will proceed as scheduled.

DISPOSITION:     The court intends to grant the motion for relief  
on the grounds stated in the motion.

ORDER:     The minutes of the hearing will be the court's  
findings  
and conclusions. The Moving Party shall submit a  
proposed order after hearing.

Educational Employees Credit Union ("Movant") seeks relief from the  
automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to  
a 2019 Dodge Charger R/T Sedan 4D (VIN: C3CDXCT1KH726615) ("Vehicle").  
Doc. #17. Movant also requests waiver of the 14-day stay of Fed. R.  
Bankr. P. 4001(a)(4). Id.

Written opposition was not required and may be presented at the  
hearing. Matthew Quintero ("Quintero") is not a party to this  
bankruptcy, but it appears he is a co-obligor on the loan. The

relationship between Jasmin Caldera ("Debtor") and Quintero is unclear from the record. Doc. #20 (Exhibit A). In the absence of opposition, the court is inclined to GRANT this motion.

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.

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.

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. #23. But in Sections 6 and 7 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.

After review of the included evidence, the court finds that "cause" exists to lift the automatic stay because Debtor has failed to make at least two (2) pre-petition payments totaling \$1,710.65 and two post-petition payments totaling \$1,327.10 and owes late charges in the amount of \$39.81. Movant has produced evidence that Debtor owes \$3,077.56 to Movant. Docs. #17, #21.

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. Movant values the Vehicle at \$18,579.00 and the amount owed to Movant is \$18,702.50. Docs. #17, #21.

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 at least four (4) pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

3. [25-14019](#)-B-7     **IN RE: CEDRIC/IDA SANTOS**

MOTION FOR RELIEF FROM AUTOMATIC STAY  
1-6-2026    [\[22\]](#)

PRIME/PARK LABREA TOTLEHOLDER, LLC/MV  
TODD BRISCO/ATTY. FOR MV.

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

DISPOSITION:       Denied without prejudice.

ORDER:                The court will issue an order.

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

First, LBR 7005-1 requires service of pleadings and other documents in adversary proceedings, contested matters in the bankruptcy case, and all other pleadings in the Eastern District of California Bankruptcy Court by attorneys, trustees, or other Registered Electronic Filing System Users use the *Official Certificate of Service Form*, EDC 007-005. Unless six or fewer parties in interest are served, the form shall have attached to it the Clerk of the Court's Official Matrix, as appropriate: (1) for the case or adversary proceeding; (2) list of ECF Registered Users; (3) list of persons who have filed Requests for Special Notice; and/or (4) the list of Equity Security Holders. LBR 7005-1(a). The Clerk's Matrix of Creditors shall be downloaded not more than seven days prior to the date of serving the pleadings and other documents and shall reflect the date of downloaded. LBR 7005-1(d).

See Official Certificate of Service Form Information on the court's website, <https://www.caeb.uscourts.gov/CertificateOfServiceForm>.

Also, LBR 9004-2(e) (1) and (2) states:

- 1) Separate Document. The proof of service for any documents filed shall itself be filed as a separate document.
- 2) Pleadings Not Attached. Copies of the pleadings and documents served SHALL NOT be attached to the proof of service filed with the court. The proof of service shall identify by title each of the pleadings and documents served."

Here, Movant attaches a separate proof of service to each document filed instead of a single proof of service, in the form of a certificate of service, for all documents filed. See (Docs. ##22-25)

Second, Rule 4001(a) requires motions for relief from the automatic stay to be "made in accordance with Rule 9014[.]" Rule 9014(b) requires motions in contested matters to be served upon the parties

against whom relief is sought pursuant to Rule 7004. Meanwhile, Rule 9036 governs notice and service generally, and provides:

Whenever these rules require or permit sending a notice or serving a paper by mail, the clerk, or some other person as the court or these rules may direct, may send the notice to – or serve the paper on – a registered user by filing it with the court's electronic-filing system. Or it may be sent to any person by other electronic means that the person consented to in writing. In either of these events, service or notice is complete upon filing or sending but it is not effective if the filer or sender receives notice that it did not reach the person to be served. ***This rule does not apply to any pleading or other paper required to be served in accordance with Rule 7004.***

Rule 9036 (emphasis added).

Rule 7004 allows service in the United States by first class mail by "mailing a copy of the summons and complaint to . . . the place where the individual regularly conducts a business" and "by mailing a copy of the summons and complaint to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process." Rule 7004(b)(1), (b)(3). Though not applicable here, if the United States trustee is acting solely as trustee, then "by mailing a copy of the summons and complaint to an office of the United States trustee or another place designated by the United States trustee in the district where the case under the Code is pending." Rule 7004(b)(10). And if the United States trustee is sued or otherwise a party to litigation unrelated to its capacity as trustee, then the requirements of 7004(b)(5) also apply. See 10 Collier on Bankruptcy App. 7004, at ¶ 3 (16th 2020).

Here, the proofs of service indicate that both the chapter 7 trustee ("Trustee") and United States trustee ("UST") were served electronically. Docs. ##22-25. No relief is being sought against the UST, so electronic service is sufficient for the UST in this instance.

However, because this motion will affect property of the estate, Trustee must be served in accordance with Rule 9014. Rule 7004, which is applicable for relief from stay motions under Rules 4001 and 9014, is specifically precluded from electronic service pursuant to Rule 9036. This service requirement is not subject to waiver under Civil Rule 4(d). See Rule 7004(a)(1). Thus, Movant must serve the Trustee in conformance with Rule 7004.

Third, 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. The DCN shall consist of not more than three letters, which may be the initials of the attorney for the moving party (e.g., first, middle,

and last name) or the first three initials of the law firm for the moving party, and the number that is one number higher than the number of motions previously filed by said attorney or law firm in connection with that specific bankruptcy case. Each separate matter must have a unique DCN linking it to all other related pleadings.

Here, though the notice has a DCN, the motion and supporting documents entirely omit the use of a DCN. Docs. #22 and #24-29. This is incorrect. Each new matter filed with the court requires all pleadings in that matter to be linked together with a unique DCN. For example, Movant used DCN TAB-1, the initials of its attorney, Todd A. Brisco, but did not use the DCN on the other documents filed in support of the motion.

Fourth, LBR 4001-1(a)(3) states "With all motions for relief from stay, the movant shall file and serve as a separate document completed Form EDC 3-468, *Relief from Stay Summary Sheet*." Here Movant did not file a Relief from Stay Summary Sheet.

Fifth, LBR 9004-2(d) requires exhibits to be filed as a separate exhibit document, requires an exhibit index stating the page number at which each exhibit is found within the exhibit document, and requires use of consecutively numbered exhibit pages throughout the exhibit document, including any separator, cover, or divider sheets. Here, the exhibits are filed as separate documents, do not contain an exhibit index, and are not consecutively numbered. Docs. #26-29. Also, there is no proof of service stating that the exhibits were served on the parties. *Id.*

Also, Movant filed the Los Angeles County Superior Court unlawful detainer complaint as a separate document (Support Document; Doc. #25). This is an exhibit and should be filed as indicated above.

As an informative matter, Movant has misspelled "Titleholder" incorrectly throughout its pleadings. Docs. #22-24.

The court urges Movant to review the Local Rules before filing another motion.



4. [25-12325](#)-B-7     **IN RE: CHRISTIAN/ANTHONY ROMO**  
[TJP-1](#)

FURTHER STATUS CONFERENCE RE: MOTION TO DISMISS CASE  
PURSUANT TO 11 U.S.C. SECTION 707(B)  
10-6-2025    [\[16\]](#)

BAKERSFIELD UNIVERSITY PARTNERS, LP/MV  
NEIL SCHWARTZ/ATTY. FOR DBT.  
THOMAS POLIS/ATTY. FOR MV.  
RESPONSIVE PLEADING

NO RULING.

5. [25-13129](#)-B-7     **IN RE: MELISSA VELASQUEZ AND ANDREA CHAVEZ VILLA**  
[NLG-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
12-26-2025    [\[27\]](#)

LAKEVIEW LOAN SERVICING, LLC/MV  
T. O'TOOLE/ATTY. FOR DBT.  
NICHOLE GLOWIN/ATTY. FOR MV.

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

DISPOSITION:     Granted in part.

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

Lakeview Loan Servicing LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 1920 Olive Avenue, Atwater, California 95301 ("Property"). Doc. #27. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Melissa Velasquez and Andrea Chavez Villa ("Debtors") did not oppose. 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).

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 one (1) complete pre-petition payment in the amount of \$1,995.46 and three (3) post-petition payments totaling \$7,981.84. The Movant has produced evidence that Debtors are delinquent at least \$9,977.30 and the entire balance of \$298,048.56 is due. Docs. ##29-30.

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 \$351,000.00 and Debtors owe \$324,144.56. Docs. ##29-30.

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 request for attorney's fees is denied. Though Movant is over-secured under 11 U.S.C. § 506(b), Movant must separately file and set for hearing a motion for compensation in compliance with the LBR and Federal Rules of Bankruptcy Procedure. If Movant does, then the court will consider that motion on its merits at the appropriate time.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtors have failed to make at least four (4) payments, both pre- and post-petition to Movant.

6. [25-13039](#)-B-7     **IN RE: JOSE SERRANO**  
[WLJ-1](#)

MOTION TO AVOID LIEN OF CAPITAL ONE, N.A.  
12-17-2025    [\[14\]](#)

JOSE SERRANO/MV  
MICHAEL REID/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.

Jose Serano ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Capital One, N.A. ("Creditor" or "Capital One") in the sum of \$6,823.21 and encumbering residential real property located at 848 Del Rio Drive, Los Banos, CA 93635 (the "Property"). Doc. #14 *et seq.*

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 December 17, 2025. Doc. #18. Debtor also complied with Rule 7004(h), which requires service to be made on an insured depository institution by certified mail and addressed to an officer except where the three exceptions specified in subsections (h)(1)-(3) apply, in this case to Richard D. Fairbank, CEO for Capital One. *Id.*

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 \$6,823.21 on January 27, 2025. Doc. #17 (Exhibit B). The abstract of judgment was issued on March 18, 2025, and was recorded in Merced County on August 18, 2025. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #16 (Debtor's Declaration). Debtor estimates that the current amount owed on account of this lien is \$6,823.21. Doc. #16.

As of the petition date, Property had an approximate value of \$442,000.00. Doc. #1 (Schedule A/B). Debtor claimed a \$442,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (Schedule C).

The Property is encumbered by a first deed of trust and an equity line of credit. Doc. #16. There seems to be a discrepancy in the filings regarding the first deed of trust. The deed of trust filed as an exhibit identifies the lender as Western Bankcorp with Nationwide Title Clearing, Inc., listed as substituted trustee. Doc. #17 (Exhibit G). Elsewhere, an exhibit identifies Mr. Cooper as the loan servicer. *Id.* (Exhibit I). The moving papers indicate that the amount outstanding on the first deed of trust is \$264,762.88. *Id.*; Doc. #16. However, none of those entities are listed on Debtor's Schedule D, which appears to identify United Wholesale Mortgaging as the mortgagee with an outstanding balance owed of \$258,171.00 as of the petition date. Doc. #1 (Schedule D). As it does not affect the disposition of this motion either way, the court will identify the mortgagee simply as "Mortgagee" and use the lower of the two outstanding balances, \$258,171.00. The equity line held by Aven Financial is presently estimated to be \$32,818.94, and the court sees no reason to doubt that estimation.

Debtor estimates the sum of the unavoidable liens (the first deed of trust and the equity line) to be \$298,581.82. Doc. #16. In light of the discrepancy identified above, the court, for purposes of this motion, estimates the sum of those unavoidable liens to be \$290,989.94.

Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Mortgagee	\$258,171.00	n/a	Unavoidable
2. Aven Financial	\$32,818.94	n/a	Unavoidable
3. Creditor	\$6,823.21	08/18/25	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).

"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		\$6,823.21
Total amount of unavoidable liens	+	\$290,989.94
Debtor's claimed exemption in Property	+	\$442,000.00
<i>Sum</i>	=	\$739,813.15
Debtor's claimed value of interest absent liens	-	\$442,000.00
Extent lien impairs exemption	=	\$297,813.15

*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		\$442,000.00
Total amount of unavoidable liens	-	\$290,989.94
Homestead exemption	-	\$442,000.00
Remaining equity for judicial liens	=	(\$290,989.94)
Creditor's judicial lien	-	\$6,823.21
Extent Debtor's exemption impaired	=	(\$297,813.15)

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.

7. [25-13145](#)-B-7     **IN RE: ALEXIA MORGAN**  
[BDB-1](#)

MOTION TO AVOID LIEN OF MITCHELL ODOM  
12-24-2025    [\[16\]](#)

ALEXIA MORGAN/MV  
BENNY BARCO/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.

Alexia Morgan ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Mitchell Odom ("Creditor") in the sum of \$2,620.00 and encumbering residential real property located at 3867 N. Claremont Avenue, Fresno, California 93727. ("Property"). Doc. #16.

It appears that Debtor complied with Fed. R. Bankr. P. 7004(b)(1) by serving Creditor, who is an individual, through service to Creditor's dwelling or usual place of abode or where the individual regularly conducts a business or profession. Fed. Bankr. P. 7004(b)(1); Doc. #20.

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 \$2,620.00 on February 7, 2017. Doc. #18 (Exhibit A). The abstract of judgment was issued on February 23, 2017, and was recorded in Fresno County on March 2, 2017. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #18; Doc. #19 (Debtor's Declaration). Debtor estimates that the current amount owed on account of this lien is \$2,620.00. Doc. #19.

As of the petition date, Property had an approximate value of \$333,200.00. Doc. #1 (Schedule A/B). Debtor claimed a \$333,200.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (Schedule C).

Property is encumbered by a first deed of trust in favor of LoanCare, LLC ("LoanCare") in the amount of \$149,788.00. Doc. #1 (Schedule D). Property is also encumbered by a second deed of trust in favor of Douglas M. Smith & Co. ("Smith & Co.") with a balance of \$14,000.00. *Id.* The sum of these two encumbrances is \$163,788.00.

Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. LoanCare	\$149,788.00	n/a	Unavoidable
2. Smith & Co	\$14,000.00	n/a	Unavoidable
3. Creditor	\$2,620.00	3/2/17	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, Creditor's lien is the only avoidable lien on the Property.

"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		\$2,620.00
Total amount of unavoidable liens	+	\$163,788.00
Debtor's claimed exemption in Property	+	\$333,200.00
Sum	=	\$499,608.00
Debtor's claimed value of interest absent liens	-	\$333,200.00
Extent lien impairs exemption	=	\$166,408.00

*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		\$333,200.00
Total amount of unavoidable liens incl.	-	\$163,788.00
Homestead exemption	-	333,200.00
Remaining equity for judicial liens	=	(\$163,788.00)
Creditor's judicial lien	-	\$2,620.00
Extent Debtor's exemption impaired	=	(\$166,408.00)

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.

8. [25-13664](#)-B-7     **IN RE: ERICA GONZALEZ**  
[PFT-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO  
APPEAR AT SEC. 341(A) MEETING OF CREDITORS  
12-23-2025     [\[16\]](#)

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

DISPOSITION:     Conditionally denied.

ORDER:     The court will issue an 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 23, 2025. Doc. #16.

Erica Gonzalez ("Debtor") timely filed a form opposition. Doc. #21. However, the form opposition did not include a declaration explaining Debtor's failure to appear at the 341 meeting or stating the reasons this case should not be dismissed. Notwithstanding Debtor's failure to include those reasons, this motion to dismiss will be CONDITIONALLY DENIED.

Debtor shall attend the meeting of creditors rescheduled for February 5, 2026, at 3:00 p.m. See Doc. #15. If Debtor fails to appear at 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.

9. [25-14095](#)-B-7     **IN RE: MARCO ARAMBULA**

[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
12-18-2025    [\[10\]](#)

AMERICREDIT FINANCIAL SERVICES, INC./MV  
PETER FEAR/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) with respect to a 2021 GMC Sierra (VIN: 1GTU9EET5MZ353407) ("Vehicle"). Doc. #10. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Marco Antonio Arambula ("Debtor") did not file opposition and the Vehicle was surrendered to the Movant on October 31, 2025.

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).

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has missed at least twelve (12) pre-petition payments totaling \$12,618.53 and one (1) post-petition payment in the amount of \$1,039.40. Docs. #12, #15. Additionally, Movant recovered possession of the Vehicle pre-petition on October 31, 2025. *Id.* Since the Vehicle has been recovered, the only issue is disposition of the collateral.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) 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 at least 13 pre- and post-petition payments to Movant, and the Vehicle is a depreciating asset.