



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

Hearing Date: Wednesday, January 28, 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. 25-13915-B-13 **IN RE: EDUARDO FARIAS**
LGT-1

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
1-2-2026 [17]

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

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

DISPOSITION: Continued to February 25, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Eduardo Farias ("Debtor") on December 5, 2025, on the following basis:

1. The plan proposes a 0% distribution to unsecured creditors even though the liquidation test indicates Debtor can afford a 100% plan.
2. The plan fails to include specific monthly dividends to be paid to three Class 2(A) creditors.

Doc. #17.

This objection will be CONTINUED to February 25, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

2. 25-13915-B-13 **IN RE: EDUARDO FARIAS**
TRF-1

OBJECTION TO CONFIRMATION OF PLAN BY SUPERIOR LOAN SERVICING
1-6-2026 [20]

SUPERIOR LOAN SERVICING/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
TIMOTHY RYAN/ATTY. FOR MV.

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

DISPOSITION: Continued to February 25, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Superior Loan Servicing as servicing agent for secured creditor Pat DeSantis ("Creditor") objects to confirmation of the *Chapter 13 Plan* filed by Eduardo Farias ("Debtor") on December 5, 2025, on the following basis:

1. The plan does not comply with § 1325 of the Code because the balloon payment owed to Creditor is incorrect;
2. Debtor's filings indicate that Debtor cannot afford the proposed plan payments; and
3. The plan was not proposed in good faith for the reasons outlined above and because the plan misstates the amount owed to Creditor and the applicable interest rate.

Doc. #17.

This objection will be CONTINUED to February 25, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

3. 25-13132-B-13 **IN RE: JOSE ARELLANO RUIZ**
PLG-1

MOTION TO CONFIRM PLAN
12-16-2025 [18]

JOSE ARELLANO RUIZ/MV
STEVEN ALPERT/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 Arellano Ruiz ("Debtor") seeks an order confirming the *Second Modified Chapter 13 Plan* dated December 16, 2025. Docs. #18, #22. No plan has been confirmed so far. The 60-month plan proposes the following terms:

1. Plan payments will be \$1,022.00 per month.
2. Outstanding Attorney's fees in the amount of \$10,050.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
 - a. Toyota Financial Services (Class 2A, PMSI, 2023 Toyota Corolla). \$22,120.41 at 5.49% to be paid at \$422.42 per month.
 - b. Ocwen Loan Servicing (Mortgage on 22238 Avenue 152, Porterville, CA). \$1,275.00 per month to be paid directly by Debtor.
4. A dividend of 0% to unsecured creditors on claims estimated to total \$17,736.20.

Doc. #22.

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 the creditors, the chapter 13 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.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed.

4. 25-13235-B-13 **IN RE: MARTHA ALDRETE**
PLG-1

MOTION TO CONFIRM PLAN
12-16-2025 [19]

MARTHA ALDRETE/MV
STEVEN ALPERT/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.

Martha Aldrete ("Debtor") seeks an order confirming the *First Modified Chapter 13 Plan* dated December 16, 2025. Docs. #19, #23. No plan has been confirmed so far. The 60-month plan proposes the following terms:

1. Plan payments will be as follows: \$250.00 per month for months 1-36; \$679.00 per month for month 37-47; \$1,106.00 for month 48; and \$1,782.00 for months 49-60.
2. Outstanding Attorney's fees in the amount of \$0.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
 - a. None.
4. A dividend of 51% to unsecured creditors on claims estimated to total \$68,937.00.
5. Debtor to assume the Sun Run Solar Lease listed in section 4.02 with monthly payments of \$126.00.

Doc. #23. Debtor's attorney fees in the amount of \$1,500.00 to be paid by Debtor's legal insurance. See Doc. #1 (Disclosure of Compensation of Attorney for Debtor).

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 the creditors, the chapter 13 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.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed.

5. 25-13850-B-13 **IN RE: RODNEY/AMY LEMMONS**
JCW-1

OBJECTION TO CONFIRMATION OF PLAN BY FORD MOTOR CREDIT COMPANY LLC
12-26-2025 [16]

FORD MOTOR CREDIT COMPANY LLC/MV
NICHOLAS WAJDA/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

On January 21, 2026, Rodney and Amy Lemmons ("Debtors") filed their *First Amended Chapter 13 Plan* and their motion to confirm same. Docs. #24, #27. Accordingly, this *Objection* to their prior plan dated November 14, 2026, will be DENIED AS MOOT.

6. 25-13850-B-13 **IN RE: RODNEY/AMY LEMMONS**
LGT-1

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
1-2-2026 [20]

LILIAN TSANG/MV
NICHOLAS WAJDA/ATTY. FOR DBT.

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

On January 21, 2026, Rodney and Amy Lemmons ("Debtors") filed their *First Amended Chapter 13 Plan* and their motion to confirm same. Docs. #24, #27. Accordingly, this *Objection* to their prior plan dated November 14, 2026, will be DENIED AS MOOT.

7. 24-10784-B-13 **IN RE: LORENA CARRASCO**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
12-31-2025 [39]

SCOTT LYONS/ATTY. FOR DBT.
\$199.00 FILING FEE PAID 1/13/26

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the \$199.00 filing fee was paid on January 13, 2026. Accordingly, this order to show cause will be VACATED.

8. 26-10085-B-13 **IN RE: CHRISTINA/CHEYENNE WELBORN**
KLG-1

MOTION TO EXTEND AUTOMATIC STAY
1-14-2026 [10]

CHEYENNE WELBORN/MV
ARETE KOSTOPOULOS/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.

Christina ("Christina") and Cheyenne Welborn (collectively "Debtors") request an order extending the automatic stay under 11 U.S.C. § 362(c) (3). Doc. #10.

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
25-12242 ("the Prior Case")	7/2/25	12/17/25	Plan payment delinquency
26-10085 ("the Current Case")	1/12/26	Pending	n/a

The automatic stay in the current case will expire on February 11, 2026.

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 later 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 [§ 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 Debtors had a case that had been pending within the previous year which was dismissed, and that case was dismissed for failure to perform the terms of a confirmed plan, specifically for failure to make plan payments.

Debtors jointly declare that the previous case was dismissed because of (1) unexpected expenses incurred following the sudden death of Christina's father, and (2) Christina's loss of employment due to the Starbucks where she was to set to begin managing ceasing operations before her new employment began. Doc. #12; *see also* Case No. 25-12242, Doc. #15. Debtor declares that they have experienced a significant change in financial circumstances consisting of them now jointly operating a sole proprietorship (Image Mobile Detailing, or "the Business") that provides steady income rather than sporadic income they reported on the most recently-filed Schedule I from the Prior Case. *Id.*; *see also* Current Case Doc. #1 (Schedule I).

In the Current Case, the *Chapter 13 Plan* dated January 12, 2026, provides for 60 monthly payments of \$4,950.67 with a 3% dividend to unsecured claims. Doc. #3. Debtor's *Schedules I* and *J* indicate that Debtors receive \$4,950.67 in monthly net income, which is sufficient for Debtors to afford the proposed plan payment. Doc. #1.

By comparison, the previous case, Debtors were receiving \$2,013.74 in monthly net income, so Debtors' financial condition has materially changed since the last case was filed. Compare Prior Case Doc. #15, with Current Case Doc. #1.

Based on the moving papers and the record, the presumption appears to have been rebutted by clear and convincing evidence because Debtors' financial condition and circumstances have materially changed. Debtors' 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).

9. 25-11190-B-13 **IN RE: ARTHUR VELASCO**
LGT-2

CONTINUED MOTION TO DISMISS CASE
11-12-2025 [45]

ARTHUR VELASCO/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Denied as moot.

ORDER: The court will prepare the order.

On November 12, 2025, Lilian Tsang, the Chapter 13 Trustee ("Trustee"), moved to dismiss this case on the grounds that debtor Arthur Velasco ("Debtor") was delinquent in plan payments in the amount of \$5,054.00 as of that date, with additional payments of \$2,670.00 accruing monthly. Doc. #45. On December 17, 2025, Debtor filed as Second Amended Plan and a motion to confirm same. Docs. #50, #51. The court continued the instant motion to be heard in conjunction with the confirmation hearing. Doc. #53.

On this date, the court granted the Debtors' motion to confirm the Second Amended Plan. See Item #10, below. Accordingly, this *Motion to Dismiss* will be DENIED AS MOOT.

10. 25-11190-B-13 **IN RE: ARTHUR VELASCO**
TCS-3

MOTION TO CONFIRM PLAN
12-16-2025 [50]

ARTHUR VELASCO/MV
TIMOTHY SPRINGER/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.

Arthur Velasco ("Debtor") seeks an order confirming the *Second Modified Chapter 13 Plan* dated December 16, 2025. Docs. #50, #51. No plan has been confirmed so far. The 60-month plan proposes the following terms:

1. Plan payments will be an aggregate of \$12,635.00 for months 1-8, followed by \$2,700.00 per month for months 9-60.
2. Outstanding Attorney's fees in the amount of \$11,793.00 to be paid through the plan.
3. Administrative expenses to be paid in the amount of \$196.55.
4. Secured creditors to be sorted into appropriate Classes and paid as follows:
 - a. Wells Fargo Home Mortgage (mortgage on 2629 B Street, Selma, Ca). \$15,133.72 in arrears at 0.00% to be paid at \$560.51 per month, with Trustee to create a post-petition arrearage claim to ensure Debtor's class 1 creditor receives 60 payments in 60 months. Ongoing payments of \$1,339.22.
 - b. Don Roberto Jewelers (PMSI, bracelet). \$173.00 at 0% to be paid at \$2.88 per month.
5. A dividend of 0% to unsecured creditors on claims estimated to total \$31,384.00.
6. Lease and/or executory contract with Koalafi to be assumed and paid \$68.00 per month.

Doc. #51.

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 the creditors, the chapter 13 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.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed.

11. 25-13995-B-13 **IN RE: VERONICA AGUIRRE**
LGT-1

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
1-2-2026 [18]

LILIAN TSANG/MV
MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION: Continued to February 25, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Veronica Aguirre ("Debtor") on November 14, 2025, on the following basis:

1. The plan provides for Chrysler Capital as a Class 2(A) claim holder in a total claim amount of \$11,392.00 to be paid 10% interest with monthly payments of \$151.87 per month. According to the Trustee's calculations this monthly payment would take 118 months to pay the claim in full. In order to pay the claim within the 60-month plan duration the monthly dividend would need to be \$242.05 per month for 60 months. The Trustee is not opposed to resolving this issue in an order confirming plan.
2. Debtor has failed to list the secured claim of Debt Management Partners in the amount of \$3,318.20 (POC #4) in either Schedule D or the plan.
3. As of December 25, 2025, Debtor has made no plan payments and is delinquent by \$3,021.00, with additional payments in the same amount accruing.
4. The 341 Meeting of Creditors has not been concluded. The continued meeting will be held on January 12, 2026. Debtor has also failed to provide proof of identification.

Doc. #18. The docket reflects that the continued Meeting of Creditors took place on January 12, 2026, and that Debtor appeared, but the meeting was not concluded and will be continued to February 10, 2026. *Docket generally.*

This objection will be CONTINUED to February 25, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

12. 25-11296-B-13 **IN RE: CHARRY SEE AND SOMCHITH XAIVONG**
LGT-2

CONTINUED MOTION TO DISMISS CASE
11-17-2025 [46]

LILIAN TSANG/MV
MARK ZIMMERMAN/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 November 17, 2025, Lilian Tsang, the Chapter 13 Trustee ("Trustee"), moved to dismiss this case on the grounds that the court denied confirmation of the Debtors' First Amended Plan and Debtors failed to timely file a Second Amended Plan, with the result that the case had been pending for 6 months without a confirmed plan. Doc. #46. On December 12, 2025, Charry See and Somchith Xaivong ("Debtors") filed their Second Amended Plan and their motion to confirm same. Docs. #50, #52. The court continued the instant motion to be heard in conjunction with the confirmation hearing. Docs. ##60-61.

On this date, the court granted the Debtors' motion to confirm the Second Amended Plan. *See Item #13, below.* Accordingly, this *Motion to Dismiss* will be DENIED AS MOOT.

13. 25-11296-B-13 IN RE: CHARRY SEE AND SOMCHITH XAIVONG
MAZ-2

MOTION TO CONFIRM PLAN
12-12-2025 [50]

SOMCHITH XAIVONG/MV
MARK ZIMMERMAN/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.

Charry See and Somchith Xaivong ("Debtors") seek an order confirming the *Second Modified Chapter 13 Plan* dated December 12, 2025. Docs. #50, #52. No plan has been confirmed so far. The 60-month plan proposes the following terms:

1. Plan payments will be an aggregate of \$12,033.00 for months 1-8, followed by \$2,304.69 for months 9-60.
2. Outstanding Attorney's fees in the amount of \$10,050.00 to be paid through the plan at \$134.61 per month commencing in month 9.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
 - a. USDA Rural Development/MTG (Class 1, Mortgage). Prepetition arrearage of \$31,136.08 at 0% to be paid at \$598.77 per month beginning in month 9. Post-petition arrearage of \$2,339.88 to be paid at \$42.54 beginning on month 9. Ongoing monthly post-petition payments of \$1,169.94 to be paid directly by Debtors.
 - b. EECU (Class 2A, PMSI on 2014 Toyota Tundra). Debtors have paid an aggregate of \$484.61 for months 1-8. EECU to receive a monthly dividend of \$61.92 beginning in month 9 for the life of the plan.
4. A dividend of 17.43% to unsecured creditors on claims estimated to total \$32,360.72.

Doc. #52.

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 the creditors, the chapter 13 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.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed.

14. 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

NO RULING.

11:00 AM

1. 22-11403-B-7 **IN RE: STANFORD CHOPPING, INC.**
24-1025

PRE-TRIAL CONFERENCE RE: COMPLAINT
8-19-2024 [1]

HOLDER V. STYLES ET AL
LISA HOLDER/ATTY. FOR PL.

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

DISPOSITION: Concluded and dropped from the calendar.

ORDER: The court will prepare the order.

On January 20, 2026, Lisa Holder, the Chapter 7 Trustee in the estate of Stanford Chopping, Inc. in the underlying Chapter 7 proceeding ("Trustee") filed a Settlement Agreement for the court's approval in this adversary proceeding (Doc. #20) and a motion in the underlying case for an order approving a compromise of the estate's turnover and avoidance claims against the Defendants in this adversary proceeding (see 22-22403, Doc. #162). Hearing on the settlement motion is set for February 10, 2026.

Accordingly, this Pre-Trial Conference will be CONCLUDED and DROPPED from the calendar. A Status Conference for this adversary proceeding will be set for February 25, 2026, at 11:00 a.m. Upon the filing of a proper dismissal, that Status Conference will be concluded and removed from the calendar. If no dismissal is filed, the parties will submit joint or separate Status Reports no later than seven (7) days before the February 25 hearing date.

2. 20-10809-B-11 **IN RE: STEPHEN SLOAN**
21-1039

CONTINUED PRE-TRIAL CONFERENCE RE: FIRST AMENDED COMPLAINT
10-27-2022 [58]

SANDTON CREDIT SOLUTIONS MASTER FUND IV, LP V. SLOAN ET
KURT VOTE/ATTY. FOR PL.

NO RULING.

3. 21-11540-B-13 **IN RE: TOM/HELEN EVANS**
25-1050 CAE-1

STATUS CONFERENCE RE: COMPLAINT
11-25-2025 [1]

EVANS V. UNITED STATE
DEPARTMENT OF EDUCATION

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

DISPOSITION: Continued to February 25, 2026, at 11:00 a.m.

ORDER: The court will prepare the order.

It appears from the docket that the Plaintiff did not serve the U.S. Attorney general in Washington D.C. as required by Rule 7004(b). Accordingly, this matter will be CONTINUED to February 25, 2026, at 11:00 a.m. A new summons must be issued and served in proper conformance with Rule 7004(b) (4) (a) (ii). If a new scheduling conference date is assigned with the issuance of the new summons, this status conference will be concluded and removed from the calendar.

4. 25-11447-B-7 **IN RE: LONNIE/VERONICA GARDNER**
25-1039 NES-1

MOTION FOR PROTECTIVE ORDER
12-17-2025 [15]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
NEIL SCHWARTZ/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Denied.

ORDER: The court will issue the order.

This matter comes before the court on nine (9) separate motions for protective order (collectively "the Motions") filed by Lonnie and Veronica Gardner ("Movants"), defendants in this adversary proceeding and Debtors in the underlying Chapter 7 bankruptcy case. Despite having separate docket entries and Docket Control Numbers ("DCN"), all nine Motions are substantively identical, differing only in the specific entity on whose behalf the Debtors seek protective orders. For the reasons outlined below, the Motions will all be DENIED.

All the Motions were filed on December 18, 2025, and they have collectively generated an astonishing one-hundred ten (110) separate docket entries in less than a month. See docket generally. That does

not include the separate *Motion to Compel* filed by Medford Construction, Inc. ("Medford"), the plaintiff in this adversary. See Docs. #124 et seq.

The individual motions, identified by docket number, DCN, and the entity for whom the protective order is sought are as follows:

Docket	DCN	Entity
#15	NES-1	Citibank, N.A.
#18	NES-2	The Debtors
#21	NES-3	U.S. Bank, f/n/a Union Bank
#24	NES-4	AAA of California
#27	NES-5	American Express
#30	NES-6	Bank of America
#33	NES-7	Chevron FCU
#36	NES-8	Haley Fortenberry
#39	NES-9	The Hartford

Docket generally. On January 14, 2026, Medford filed separate Oppositions to all nine Motions. *Docket generally.* On January 17, 2026, Medford also filed a *Motion to Compel* arising from the same discovery dispute that undergirds these Motions. Doc. #111. That matter will be dealt with separately. See Item #16, below.

Medford raises several arguments in opposition to the Motions, but the most salient one is also the easiest to resolve adversely to Movants: all nine Motions should be denied for failure to include a Good Faith Certificate or even any evidence that Movants communicated with Medford at all prior to the filing of the Motions. Even the Scheduling Order entered in this case emphasized the need for the good faith meet and confer.

Fed. R. Civ. Proc. 26 (c)(1) (Fed. R. Bky. Proc. 7026) requires two things which all nine motions are lacking. First, a good faith certification requiring and reporting a pre-motion meet and confer. Second, any such motion requires good cause. None of the nine motions contain evidence of either.

To show good cause the movant must show specific prejudice, or harm will result if no protective order is granted. *Beckman Indus. Inc. v. Int'l Ins. Co.*, 966 F.2d 470, 476 (9th Cir.) cert. denied 506 U.S. 868 (1992). "Broad allegations of harm, unsubstantiated by specific examples or unarticulated reasoning do not satisfy the Rule 26(c) test." *Beckham*, 966 F. 2d at 476. Movants have that burden of proof. *Cabell v. Zorro Productions*, 294 F.R.D. 604, 607 (W.D. Wash. 2013).

In addition to failing to provide the requisite good faith certification, movants' motions fail for lack of proof of good cause. No facts are presented showing any prejudice or harm suffered by movants resulting from third party compliance with the subpoena or

Defendants compliance with discovery. Movants only offer generalities with no specifics or articulated reasoning.

Third, if the motion was construed as a motion to quash, movants here do not establish standing to quash the subpoenas. Generally, a party to litigation has no standing to quash subpoenas directed to third parties unless the party claims a personal right or privilege with respect to documents requested in the subpoena. *Nova Products, Inc. v. Kisma Video, Inc.*, 220 F.R.D. 238, 241 (S.D.N.Y. 2004). This applies to all but one of the motions (specifically, NES-2, which seeks a protective order for Debtors. See Doc. #18 et seq. Movants' motion lists no personal right or privilege offended by the third-party compliance with the subpoena. Rather, movants here generically assert burden claims which are not even applicable.

The Motion will be DENIED.

5. 25-11447-B-7 **IN RE: LONNIE/VERONICA GARDNER**
25-1039 NES-2

MOTION FOR PROTECTIVE ORDER
12-17-2025 [18]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
NEIL SCHWARTZ/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Denied.

ORDER: The court will issue the order.

This matter comes before the court on nine (9) separate motions for protective order (collectively "the Motions") filed by Lonnie and Veronica Gardner ("Movants"), defendants in this adversary proceeding and Debtors in the underlying Chapter 7 bankruptcy case. Despite having separate docket entries and Docket Control Numbers ("DCN"), all nine Motions are substantively identical, differing only in the specific entity on whose behalf the Debtors seek protective orders. For the reasons outlined below, the Motions will all be DENIED.

All the Motions were filed on December 18, 2025, and they have collectively generated an astonishing one-hundred ten (110) separate docket entries in less than a month. See docket generally. That does not include the separate Motion to Compel filed by Medford Construction, Inc. ("Medford"), the plaintiff in this adversary. See Docs. #124 et seq.

The individual motions, identified by docket number, DCN, and the entity for whom the protective order is sought are as follows:

Docket	DCN	Entity
#15	NES-1	Citibank, N.A.
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#27	NES-5	American Express
#30	NES-6	Bank of America
#33	NES-7	Chevron FCU
#36	NES-8	Haley Fortenberry
#39	NES-9	The Hartford

Docket generally. On January 14, 2026, Medford filed separate Oppositions to all nine Motions. *Docket generally.* On January 17, 2026, Medford also filed a *Motion to Compel* arising from the same discovery dispute that undergirds these Motions. Doc. #111. That matter will be dealt with separately. See Item #16, below.

Medford raises several arguments in opposition to the Motions, but the most salient one is also the easiest to resolve adversely to Movants: all nine Motions should be denied for failure to include a Good Faith Certificate or even any evidence that Movants communicated with Medford at all prior to the filing of the Motions. Even the Scheduling Order entered in this case emphasized the need for the good faith meet and confer.

Fed. R. Civ. Proc. 26 (c)(1) (Fed. R. Bky. Proc. 7026) requires two things which all nine motions are lacking. First, a good faith certification requiring and reporting a pre-motion meet and confer. Second, any such motion requires good cause. None of the nine motions contain evidence of either.

To show good cause the movant must show specific prejudice, or harm will result if no protective order is granted. *Beckman Indus. Inc. v. Int'l Ins. Co.*, 966 F.2d 470, 476 (9th Cir.) cert. denied 506 U.S. 868 (1992). "Broad allegations of harm, unsubstantiated by specific examples or unarticulated reasoning do not satisfy the Rule 26(c) test." *Beckham*, 966 F. 2d at 476. Movants have that burden of proof. *Cabell v. Zorro Productions*, 294 F.R.D. 604, 607 (W.D. Wash. 2013).

In addition to failing to provide the requisite good faith certification, movants' motions fail for lack of proof of good cause. No facts are presented showing any prejudice or harm suffered by movants resulting from third party compliance with the subpoena or Defendants compliance with discovery. Movants only offer generalities with no specifics or articulated reasoning.

The Motion will be DENIED.

6. 25-11447-B-7 **IN RE: LONNIE/VERONICA GARDNER**
25-1039 NES-3

MOTION FOR PROTECTIVE ORDER
12-17-2025 [21]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
NEIL SCHWARTZ/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Denied.

ORDER: The court will issue the order.

This matter comes before the court on nine (9) separate motions for protective order (collectively "the Motions") filed by Lonnie and Veronica Gardner ("Movants"), defendants in this adversary proceeding and Debtors in the underlying Chapter 7 bankruptcy case. Despite having separate docket entries and Docket Control Numbers ("DCN"), all nine Motions are substantively identical, differing only in the specific entity on whose behalf the Debtors seek protective orders. For the reasons outlined below, the Motions will all be DENIED.

All the Motions were filed on December 18, 2025, and they have collectively generated an astonishing one-hundred ten (110) separate docket entries in less than a month. See docket generally. That does not include the separate Motion to Compel filed by Medford Construction, Inc. ("Medford"), the plaintiff in this adversary. See Docs. #124 et seq.

The individual motions, identified by docket number, DCN, and the entity for whom the protective order is sought are as follows:

Docket	DCN	Entity
#15	NES-1	Citibank, N.A.
#18	NES-2	The Debtors
#21	NES-3	U.S. Bank, f/n/a Union Bank
#24	NES-4	AAA of California
#27	NES-5	American Express
#30	NES-6	Bank of America
#33	NES-7	Chevron FCU
#36	NES-8	Haley Fortenberry
#39	NES-9	The Hartford

Docket generally. On January 14, 2026, Medford filed separate Oppositions to all nine Motions. *Docket generally.* On January 17, 2026, Medford also filed a Motion to Compel arising from the same discovery dispute that undergirds these Motions. Doc. #111. That matter will be dealt with separately. See Item #16, below.

Medford raises several arguments in opposition to the Motions, but the most salient one is also the easiest to resolve adversely to Movants: all nine Motions should be denied for failure to include a Good Faith Certificate or even any evidence that Movants communicated with Medford at all prior to the filing of the Motions. Even the Scheduling Order entered in this case emphasized the need for the good faith meet and confer.

Fed. R. Civ. Proc. 26 (c)(1) (Fed. R. Bky. Proc. 7026) requires two things which all nine motions are lacking. First, a good faith certification requiring and reporting a pre-motion meet and confer. Second, any such motion requires good cause. None of the nine motions contain evidence of either.

To show good cause the movant must show specific prejudice, or harm will result if no protective order is granted. *Beckman Indus. Inc. v. Int'l Ins. Co.*, 966 F.2d 470, 476 (9th Cir.) cert. denied 506 U.S. 868 (1992). "Broad allegations of harm, unsubstantiated by specific examples or unarticulated reasoning do not satisfy the Rule 26(c) test." *Beckham*, 966 F. 2d at 476. Movants have that burden of proof. *Cabell v. Zorro Productions*, 294 F.R.D. 604, 607 (W.D. Wash. 2013).

In addition to failing to provide the requisite good faith certification, movants' motions fail for lack of proof of good cause. No facts are presented showing any prejudice or harm suffered by movants resulting from third party compliance with the subpoena or Defendants compliance with discovery. Movants only offer generalities with no specifics or articulated reasoning.

Third, if the motion was construed as a motion to quash, movants here do not establish standing to quash the subpoenas. Generally, a party to litigation has no standing to quash subpoenas directed to third parties unless the party claims a personal right or privilege with respect to documents requested in the subpoena. *Nova Products, Inc. v. Kisma Video, Inc.*, 220 F.R.D. 238, 241 (S.D.N.Y. 2004). This applies to all but one of the motions (specifically, NES-2, which seeks a protective order for Debtors. See Doc. #18 et seq. Movants' motion lists no personal right or privilege offended by the third-party compliance with the subpoena. Rather, movants here generically assert burden claims which are not even applicable.

The Motion will be DENIED.

7. 25-11447-B-7 **IN RE: LONNIE/VERONICA GARDNER**
25-1039 NES-4

MOTION FOR PROTECTIVE ORDER
12-17-2025 [24]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
NEIL SCHWARTZ/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Denied.

ORDER: The court will issue the order.

This matter comes before the court on nine (9) separate motions for protective order (collectively "the Motions") filed by Lonnie and Veronica Gardner ("Movants"), defendants in this adversary proceeding and Debtors in the underlying Chapter 7 bankruptcy case. Despite having separate docket entries and Docket Control Numbers ("DCN"), all nine Motions are substantively identical, differing only in the specific entity on whose behalf the Debtors seek protective orders. For the reasons outlined below, the Motions will all be DENIED.

All the Motions were filed on December 18, 2025, and they have collectively generated an astonishing one-hundred ten (110) separate docket entries in less than a month. See docket generally. That does not include the separate Motion to Compel filed by Medford Construction, Inc. ("Medford"), the plaintiff in this adversary. See Docs. #124 et seq.

The individual motions, identified by docket number, DCN, and the entity for whom the protective order is sought are as follows:

Docket	DCN	Entity
#15	NES-1	Citibank, N.A.
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#27	NES-5	American Express
#30	NES-6	Bank of America
#33	NES-7	Chevron FCU
#36	NES-8	Haley Fortenberry
#39	NES-9	The Hartford

Docket generally. On January 14, 2026, Medford filed separate Oppositions to all nine Motions. *Docket generally.* On January 17, 2026, Medford also filed a Motion to Compel arising from the same discovery dispute that undergirds these Motions. Doc. #111. That matter will be dealt with separately. See Item #16, below.

Medford raises several arguments in opposition to the Motions, but the most salient one is also the easiest to resolve adversely to Movants: all nine Motions should be denied for failure to include a Good Faith Certificate or even any evidence that Movants communicated with Medford at all prior to the filing of the Motions. Even the Scheduling Order entered in this case emphasized the need for the good faith meet and confer.

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In addition to failing to provide the requisite good faith certification, movants' motions fail for lack of proof of good cause. No facts are presented showing any prejudice or harm suffered by movants resulting from third party compliance with the subpoena or Defendants compliance with discovery. Movants only offer generalities with no specifics or articulated reasoning.

Third, if the motion was construed as a motion to quash, movants here do not establish standing to quash the subpoenas. Generally, a party to litigation has no standing to quash subpoenas directed to third parties unless the party claims a personal right or privilege with respect to documents requested in the subpoena. *Nova Products, Inc. v. Kisma Video, Inc.*, 220 F.R.D. 238, 241 (S.D.N.Y. 2004). This applies to all but one of the motions (specifically, NES-2, which seeks a protective order for Debtors. See Doc. #18 et seq. Movants' motion lists no personal right or privilege offended by the third-party compliance with the subpoena. Rather, movants here generically assert burden claims which are not even applicable.

The Motion will be DENIED.

8. 25-11447-B-7 **IN RE: LONNIE/VERONICA GARDNER**
25-1039 NES-5

MOTION FOR PROTECTIVE ORDER
12-17-2025 [27]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
NEIL SCHWARTZ/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Denied.

ORDER: The court will issue the order.

This matter comes before the court on nine (9) separate motions for protective order (collectively "the Motions") filed by Lonnie and Veronica Gardner ("Movants"), defendants in this adversary proceeding and Debtors in the underlying Chapter 7 bankruptcy case. Despite having separate docket entries and Docket Control Numbers ("DCN"), all nine Motions are substantively identical, differing only in the specific entity on whose behalf the Debtors seek protective orders. For the reasons outlined below, the Motions will all be DENIED.

All the Motions were filed on December 18, 2025, and they have collectively generated an astonishing one-hundred ten (110) separate docket entries in less than a month. See docket generally. That does not include the separate Motion to Compel filed by Medford Construction, Inc. ("Medford"), the plaintiff in this adversary. See Docs. #124 et seq.

The individual motions, identified by docket number, DCN, and the entity for whom the protective order is sought are as follows:

Docket	DCN	Entity
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#30	NES-6	Bank of America
#33	NES-7	Chevron FCU
#36	NES-8	Haley Fortenberry
#39	NES-9	The Hartford

Docket generally. On January 14, 2026, Medford filed separate Oppositions to all nine Motions. *Docket generally.* On January 17, 2026, Medford also filed a Motion to Compel arising from the same discovery dispute that undergirds these Motions. Doc. #111. That matter will be dealt with separately. See Item #16, below.

Medford raises several arguments in opposition to the Motions, but the most salient one is also the easiest to resolve adversely to Movants: all nine Motions should be denied for failure to include a Good Faith Certificate or even any evidence that Movants communicated with Medford at all prior to the filing of the Motions. Even the Scheduling Order entered in this case emphasized the need for the good faith meet and confer.

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The Motion will be DENIED.

9. 25-11447-B-7 **IN RE: LONNIE/VERONICA GARDNER**
25-1039 NES-6

MOTION FOR PROTECTIVE ORDER
12-17-2025 [30]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
NEIL SCHWARTZ/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Denied.

ORDER: The court will issue the order.

This matter comes before the court on nine (9) separate motions for protective order (collectively "the Motions") filed by Lonnie and Veronica Gardner ("Movants"), defendants in this adversary proceeding and Debtors in the underlying Chapter 7 bankruptcy case. Despite having separate docket entries and Docket Control Numbers ("DCN"), all nine Motions are substantively identical, differing only in the specific entity on whose behalf the Debtors seek protective orders. For the reasons outlined below, the Motions will all be DENIED.

All the Motions were filed on December 18, 2025, and they have collectively generated an astonishing one-hundred ten (110) separate docket entries in less than a month. See docket generally. That does not include the separate Motion to Compel filed by Medford Construction, Inc. ("Medford"), the plaintiff in this adversary. See Docs. #124 et seq.

The individual motions, identified by docket number, DCN, and the entity for whom the protective order is sought are as follows:

Docket	DCN	Entity
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#18	NES-2	The Debtors
#21	NES-3	U.S. Bank, f/n/a Union Bank
#24	NES-4	AAA of California
#27	NES-5	American Express
#30	NES-6	Bank of America
#33	NES-7	Chevron FCU
#36	NES-8	Haley Fortenberry
#39	NES-9	The Hartford

Docket generally. On January 14, 2026, Medford filed separate Oppositions to all nine Motions. *Docket generally.* On January 17, 2026, Medford also filed a Motion to Compel arising from the same discovery dispute that undergirds these Motions. Doc. #111. That matter will be dealt with separately. See Item #16, below.

Medford raises several arguments in opposition to the Motions, but the most salient one is also the easiest to resolve adversely to Movants: all nine Motions should be denied for failure to include a Good Faith Certificate or even any evidence that Movants communicated with Medford at all prior to the filing of the Motions. Even the Scheduling Order entered in this case emphasized the need for the good faith meet and confer.

Fed. R. Civ. Proc. 26 (c)(1) (Fed. R. Bky. Proc. 7026) requires two things which all nine motions are lacking. First, a good faith certification requiring and reporting a pre-motion meet and confer. Second, any such motion requires good cause. None of the nine motions contain evidence of either.

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In addition to failing to provide the requisite good faith certification, movants' motions fail for lack of proof of good cause. No facts are presented showing any prejudice or harm suffered by movants resulting from third party compliance with the subpoena or Defendants compliance with discovery. Movants only offer generalities with no specifics or articulated reasoning.

Third, if the motion was construed as a motion to quash, movants here do not establish standing to quash the subpoenas. Generally, a party to litigation has no standing to quash subpoenas directed to third parties unless the party claims a personal right or privilege with respect to documents requested in the subpoena. *Nova Products, Inc. v. Kisma Video, Inc.*, 220 F.R.D. 238, 241 (S.D.N.Y. 2004). This applies to all but one of the motions (specifically, NES-2, which seeks a protective order for Debtors. See Doc. #18 et seq. Movants' motion lists no personal right or privilege offended by the third-party compliance with the subpoena. Rather, movants here generically assert burden claims which are not even applicable.

The Motion will be DENIED.

10. 25-11447-B-7 **IN RE: LONNIE/VERONICA GARDNER**
25-1039 NES-7

MOTION FOR PROTECTIVE ORDER
12-17-2025 [33]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
NEIL SCHWARTZ/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Denied.

ORDER: The court will issue the order.

This matter comes before the court on nine (9) separate motions for protective order (collectively "the Motions") filed by Lonnie and Veronica Gardner ("Movants"), defendants in this adversary proceeding and Debtors in the underlying Chapter 7 bankruptcy case. Despite having separate docket entries and Docket Control Numbers ("DCN"), all nine Motions are substantively identical, differing only in the specific entity on whose behalf the Debtors seek protective orders. For the reasons outlined below, the Motions will all be DENIED.

All the Motions were filed on December 18, 2025, and they have collectively generated an astonishing one-hundred ten (110) separate docket entries in less than a month. See docket generally. That does not include the separate Motion to Compel filed by Medford Construction, Inc. ("Medford"), the plaintiff in this adversary. See Docs. #124 et seq.

The individual motions, identified by docket number, DCN, and the entity for whom the protective order is sought are as follows:

Docket	DCN	Entity
#15	NES-1	Citibank, N.A.
#18	NES-2	The Debtors
#21	NES-3	U.S. Bank, f/n/a Union Bank
#24	NES-4	AAA of California
#27	NES-5	American Express
#30	NES-6	Bank of America
#33	NES-7	Chevron FCU
#36	NES-8	Haley Fortenberry
#39	NES-9	The Hartford

Docket generally. On January 14, 2026, Medford filed separate Oppositions to all nine Motions. *Docket generally.* On January 17, 2026, Medford also filed a Motion to Compel arising from the same discovery dispute that undergirds these Motions. Doc. #111. That matter will be dealt with separately. See Item #16, below.

Medford raises several arguments in opposition to the Motions, but the most salient one is also the easiest to resolve adversely to Movants: all nine Motions should be denied for failure to include a Good Faith Certificate or even any evidence that Movants communicated with Medford at all prior to the filing of the Motions. Even the Scheduling Order entered in this case emphasized the need for the good faith meet and confer.

Fed. R. Civ. Proc. 26 (c)(1) (Fed. R. Bky. Proc. 7026) requires two things which all nine motions are lacking. First, a good faith certification requiring and reporting a pre-motion meet and confer. Second, any such motion requires good cause. None of the nine motions contain evidence of either.

To show good cause the movant must show specific prejudice, or harm will result if no protective order is granted. *Beckman Indus. Inc. v. Int'l Ins. Co.*, 966 F.2d 470, 476 (9th Cir.) cert. denied 506 U.S. 868 (1992). "Broad allegations of harm, unsubstantiated by specific examples or unarticulated reasoning do not satisfy the Rule 26(c) test." *Beckham*, 966 F. 2d at 476. Movants have that burden of proof. *Cabell v. Zorro Productions*, 294 F.R.D. 604, 607 (W.D. Wash. 2013).

In addition to failing to provide the requisite good faith certification, movants' motions fail for lack of proof of good cause. No facts are presented showing any prejudice or harm suffered by movants resulting from third party compliance with the subpoena or Defendants compliance with discovery. Movants only offer generalities with no specifics or articulated reasoning.

Third, if the motion was construed as a motion to quash, movants here do not establish standing to quash the subpoenas. Generally, a party to litigation has no standing to quash subpoenas directed to third parties unless the party claims a personal right or privilege with respect to documents requested in the subpoena. *Nova Products, Inc. v. Kisma Video, Inc.*, 220 F.R.D. 238, 241 (S.D.N.Y. 2004). This applies to all but one of the motions (specifically, NES-2, which seeks a protective order for Debtors. See Doc. #18 et seq. Movants' motion lists no personal right or privilege offended by the third-party compliance with the subpoena. Rather, movants here generically assert burden claims which are not even applicable.

The Motion will be DENIED.

11. 25-11447-B-7 **IN RE: LONNIE/VERONICA GARDNER**
25-1039 NES-8

MOTION FOR PROTECTIVE ORDER
12-17-2025 [36]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
NEIL SCHWARTZ/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Denied.

ORDER: The court will issue the order.

This matter comes before the court on nine (9) separate motions for protective order (collectively "the Motions") filed by Lonnie and Veronica Gardner ("Movants"), defendants in this adversary proceeding and Debtors in the underlying Chapter 7 bankruptcy case. Despite having separate docket entries and Docket Control Numbers ("DCN"), all nine Motions are substantively identical, differing only in the specific entity on whose behalf the Debtors seek protective orders. For the reasons outlined below, the Motions will all be DENIED.

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Docket generally. On January 14, 2026, Medford filed separate Oppositions to all nine Motions. *Docket generally.* On January 17, 2026, Medford also filed a Motion to Compel arising from the same discovery dispute that undergirds these Motions. Doc. #111. That matter will be dealt with separately. See Item #16, below.

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The Motion will be DENIED.

12. 25-11447-B-7 **IN RE: LONNIE/VERONICA GARDNER**
25-1039 NES-9

MOTION FOR PROTECTIVE ORDER
12-17-2025 [39]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
NEIL SCHWARTZ/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Denied.

ORDER: The court will issue the order.

This matter comes before the court on nine (9) separate motions for protective order (collectively "the Motions") filed by Lonnie and Veronica Gardner ("Movants"), defendants in this adversary proceeding and Debtors in the underlying Chapter 7 bankruptcy case. Despite having separate docket entries and Docket Control Numbers ("DCN"), all nine Motions are substantively identical, differing only in the specific entity on whose behalf the Debtors seek protective orders. For the reasons outlined below, the Motions will all be DENIED.

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#33	NES-7	Chevron FCU
#36	NES-8	Haley Fortenberry
#39	NES-9	The Hartford

Docket generally. On January 14, 2026, Medford filed separate Oppositions to all nine Motions. *Docket generally.* On January 17, 2026, Medford also filed a Motion to Compel arising from the same discovery dispute that undergirds these Motions. Doc. #111. That matter will be dealt with separately. See Item #16, below.

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Fed. R. Civ. Proc. 26 (c)(1) (Fed. R. Bky. Proc. 7026) requires two things which all nine motions are lacking. First, a good faith certification requiring and reporting a pre-motion meet and confer. Second, any such motion requires good cause. None of the nine motions contain evidence of either.

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In addition to failing to provide the requisite good faith certification, movants' motions fail for lack of proof of good cause. No facts are presented showing any prejudice or harm suffered by movants resulting from third party compliance with the subpoena or Defendants compliance with discovery. Movants only offer generalities with no specifics or articulated reasoning.

Third, if the motion was construed as a motion to quash, movants here do not establish standing to quash the subpoenas. Generally, a party to litigation has no standing to quash subpoenas directed to third parties unless the party claims a personal right or privilege with respect to documents requested in the subpoena. *Nova Products, Inc. v. Kisma Video, Inc.*, 220 F.R.D. 238, 241 (S.D.N.Y. 2004). This applies to all but one of the motions (specifically, NES-2, which seeks a protective order for Debtors. See Doc. #18 et seq. Movants' motion lists no personal right or privilege offended by the third-party compliance with the subpoena. Rather, movants here generically assert burden claims which are not even applicable.

The Motion will be DENIED.

13. 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.
RESPONSIVE PLEADING

NO RULING.

14. 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.
RESPONSIVE PLEADING

NO RULING.

15. 24-11852-B-7 **IN RE: ROBERT/SHARYN SMITH**
24-1039

CONTINUED PRE-TRIAL CONFERENCE RE: COMPLAINT
10-15-2024 [1]

BATESEL CO. LLC V. SMITH ET AL
PARAG AMIN/ATTY. FOR PL.

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

DISPOSITION: Continued to April 1, 2026, at 11:00 a.m. Continued as a Status Conference.

ORDER: The court will prepare the order.

On January 7, 2026, the parties in the above-styled adversary proceeding filed a Stipulation of settlement and requested an order from the court dismissing the adversary proceeding without prejudice as to all claims and reserving jurisdiction only to enforce the settlement. Doc. #32.

A judgement had previously been entered in November of 2025, and so the stipulation may have been redundant. In any case, the proposed order accompanying this stipulation was not submitted to the court as a separate order. This matter will be CONTINUED until April 1, 2026,

at 11:00 a.m. to give the parties time and opportunity to resolve these issues. This matter will be continued as a status conference on the judgment rather than as a pre-trial conference for calendaring purposes.

16. 25-11447-B-7 **IN RE: LONNIE/VERONICA GARDNER**
25-1039 FW-1

MOTION TO COMPEL
1-17-2026 [124]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
PETER SAUER/ATTY. FOR MV.

NO RULING.