



**UNITED STATES BANKRUPTCY COURT  
Eastern District of California  
HONORABLE RENÉ LASTRETO II  
Department B – 510 19th Street  
Bakersfield, California**

**Hearing Date: Wednesday, February 7, 2024**

***At this time, when in-person hearings in Bakersfield will resume is to be determined. No persons are permitted to appear in court for the time being. All appearances of parties and attorneys shall be as instructed below.***

Unless otherwise ordered, all hearings before Judge Lastreto are simultaneously: (1) via **ZOOMGOV VIDEO**, (2) via **ZOOMGOV TELEPHONE**, and (3) via **COURTCALL**. You may choose any of these options unless otherwise ordered.

Parties in interest and members of the public may connect to ZoomGov, free of charge, using the information provided:

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

1. Review the [Pre-Hearing Dispositions](#) prior to appearing at the hearing.
2. Review the court's [Zoom Procedures and Guidelines](#) for these and additional instructions.
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**Unauthorized Recording is Prohibited:** Any recording of a court proceeding held by video or teleconference, including "screenshots" 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.

9:00 AM

1. [23-12401](#)-B-13     **IN RE: DANIEL/ARACELY REYES**  
[PLG-1](#)

MOTION TO CONFIRM PLAN  
12-6-2023    [\[27\]](#)

ARACELY REYES/MV  
RABIN POURNAZARIAN/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.

Daniel and Aracely Reyes ("Debtors") seek an order confirming the *First Amended Chapter 13 Plan* dated December 6, 2023. Doc. #29. No plan has been confirmed so far. The 60-month plan proposes the following terms:

1. Debtors' payment for month 1 will be \$1,130.00. Debtors' payments for months 2-60 will be \$1,037.00 per month. Debtors' *Amended Schedule J* (Doc. #25) reflects a monthly net income of \$1,551.35 which is sufficient to meet plan payments.
2. Outstanding Attorney's fees in the amount of \$4,963.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
  - a. Homepoint Financial Corp (Class 4, home mortgage). \$1,739.90 per month paid directly by Debtors.
  - b. Sun Run Solar Lease (Class 4, solar panels). \$200.00 per month paid directly by Debtors.
4. A dividend of 100% to unsecured creditors.

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

2. [23-11502](#)-B-13     **IN RE: ERIN STEVENSON**  
[MHM-3](#)

CONTINUED MOTION TO DISMISS CASE  
12-6-2023    [\[56\]](#)

MATTHEW DECAMINADA/ATTY. FOR DBT.

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

DISPOSITION:                    Withdrawn.

NO ORDER IS REQUIRED.

On January 29, 2024, the Trustee withdrew the *Motion to Dismiss* in this matter. Doc. #72. Accordingly, this motion is WITHDRAWN.

3. [22-10217](#)-B-13     **IN RE: ALFREDO HARO**  
[LMF-2](#)

MOTION TO MODIFY PLAN  
1-3-2024    [\[42\]](#)

ALFREDO HARO/MV  
LAUREN FOLEY/ATTY. FOR DBT.

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

DISPOSITION:                    Continued to March 6, 2024, at 9:00 a.m.

ORDER:                            The court will issue an order.

Alfredo Haro ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated January 3, 2024. Docs. ##42,44. Debtor's current plan was confirmed on July 19, 2022. Doc. #27. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. **11 U.S.C. § 1322(d)**: The proposed plan payments are not sufficient to complete the plan in 60 months.

Doc. #53.

This motion to confirm plan will be CONTINUED to **March 6, 2024, at 9:00 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or all objections to confirmation are withdrawn, the Debtor shall file and serve a written response to the objections no later than fourteen (14) days before the continued hearing date. The response shall specifically address each issue raised in the objection(s) to confirmation, state whether each issue is disputed

or undisputed, and include admissible evidence to support the Debtor's position. Any replies shall be filed and served no later than seven (7) days prior to the hearing date.

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 seven (7) days before the continued hearing date. If the Debtor does not timely file a modified plan or a written response, the objection will be sustained on the grounds stated, and the motion will be denied without further hearing.

4. [22-10217](#)-B-13     **IN RE: ALFREDO HARO**  
[MHM-1](#)

CONTINUED MOTION TO DISMISS CASE  
12-5-2023    [\[33\]](#)

LAUREN FOLEY/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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

DISPOSITION:        Continued to March 6, 2024, at 9:00 a.m.

ORDER:                The court will prepare the order.

Lilian G. Tsang ("Trustee") moves to dismiss the above-styled Chapter 13 case for delinquent plan payments. Doc. #33. On January 3, 2024, Alfredo Haro ("Debtor") filed his *First Modified Chapter 13 Plan*, which purports to cure the deficiency, along with a *Motion for Confirmation* of same. Docs. ##42,44. The confirmation hearing was set for February 7, 2024, but the Trustee subsequently objected to the *First Modified Plan*, and the court continued that matter to March 6, 2024. Doc. #53; *See Item #3, above*.

Accordingly, this motion to dismiss is hereby CONTINUED to March 6, 2024, at 9:00 a.m. to be heard in conjunction with the *Motion to Confirm* the modified plan.

5. [22-11231](#)-B-13     **IN RE: CARLOS MORENO**  
[MHM-2](#)

CONTINUED MOTION TO DISMISS CASE  
11-3-2023    [\[38\]](#)

ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION:                    Denied as moot.

ORDER:                            The court will enter the order.

On November 3, 2023, the Chapter 13 Trustee ("Trustee") filed this *Motion to Dismiss Case* for failure to make plan payments. Doc. #38. Opposition. Doc. #54. On November 22, 2023, Carlos Alberto Moreno ("Debtor") filed his *First Modified Plan* which proposed to cure the deficiency by, inter alia, increasing Debtor's payments from \$4,000.00 to \$4,340.00 beginning in December 2023. Doc. #46. The First Amended Plan was accompanied by a motion to confirm same which was set for hearing on January 3, 2024. Docs. ##42, 43.

On December 11, 2023, Trustee objected to the First Modified Plan. Doc. #52. Debtor filed a response and an Amended Schedule I&J which purported to resolve Trustee's objections. Docs. ##54, 56. The court continued both the instant *Motion to Dismiss* and Debtor's *Motion to Confirm the First Amended Plan* to February 7, 2024. Doc. #63,64. The Trustee has since filed a *Reply* to the Trustee's objection, stating that those objections have been resolved and that this plan may be confirmed. Doc. #68.

Accordingly, this *Motion to Dismiss* is DENIED as moot.

6. [22-11231](#)-B-13     **IN RE: CARLOS MORENO**  
[RSW-1](#)

CONTINUED MOTION TO MODIFY PLAN  
11-22-2023    [\[42\]](#)

CARLOS MORENO/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION:                    Granted.

Order:                            The movant will prepare the order.

Carlos Moreno ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated November 22, 2023. Doc. #42. Chapter 13 trustee ("Trustee") timely objected to confirmation of the plan under 11 U.S.C. § 1322(a) and § 1325(a)(6) for the following reasons:

1. The plan payment is short \$7.16 per month effective December 2023. Also, the plan incorrectly states the amount which was to have been paid to creditor Right Start Mortgage/Carrington Mortgage Services LLC through November 2023 towards Class 1 arrears.
2. The last filed Schedules I/J show a net monthly income that is insufficient to cover the plan payment.

Doc. #52. On December 27, 2024, Debtor filed a *Response* to the objection stating:

1. Debtor agrees to increase the plan payment to an amount needed to satisfy the Trustee. The issue regarding Right Start Mortgage/Carrington Mortgage Services LLC was due to a typographical error which Debtor avers can be corrected in the confirmation order.
2. Debtor has filed an *Amended Schedule I/J* (Doc. #54) which reflects new employment for Debtor's spouse that renders the plan feasible.

Doc. #56.

On January 31, 2024, the Trustee filed a *Reply* wherein;

1. The Trustee agreed to increase the plan payment in the confirmation order to \$4,347.16 per month effective December 2023.
2. The Trustee averred that, after review of Debtor's *Amended Schedule I/J*, the increased plan payment was feasible.
3. The Trustee agreed to fix the aggregate payment amount to Class 1 prepetition arrears in the confirmation order to an aggregate of \$8904.56 through November 2023. However, the Trustee requested that Class 1 Creditor Carrington Mortgage Services LLC sign off on the confirmation order.

Doc. #68.

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 U.S. Trustee, or any other party in interest except Trustee to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). 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).

The Trustee is the only party in interest to have opposed confirmation. The defaults of all other parties in interest are entered. As the Trustee's objections have been resolved, this *Motion to Modify Plan* will be GRANTED.

The 60-month plan proposes the following terms:

1. Debtor's aggregate payment shall be \$56,100.00 through November 2023. Beginning in December 2023, the plan proposes that Debtor shall pay \$4,340.00. This amount shall be

increased to \$4,347.16 pursuant to agreement between Debtor and Trustee, and this shall be reflected in the confirmation order. Debtor's *Amended Schedule I&J* reflects that he can afford this payment.

2. Outstanding Attorney's fees in the amount of \$2,400.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
  - a. Right Start Mortgage/Carrington Mortgage Services LLC ("Carrington") (Class 1, Mortgage). Arrears of \$64,383.20 at 0.00% to be paid as follows: \$8,904.56 through November 2023, with monthly payments of \$1,345.62 beginning in December 2023. Post-petition mortgage payments shall be \$36,251.32 through November 2023, with regular monthly mortgage payments to resume in December 2023 and any late fees to be paid by month 60. Counsel for Carrington shall sign off on the confirmation order.
  - b. Flagship Credit Acceptance (Class 2A, PMSI for a 2016 Acura RDX). \$18,315.94 at 6.00% shall be paid a principal amount of \$2,941.78 through November 2023 and a monthly dividend of \$396.73 beginning in December 2023.
  - c. AltaOne Federal Credit Union (2016 Honda Civic). \$280.28 to be paid by Debtor's son.
  - d. Valley Strong Credit Union (2017 Honda Civic). \$330.00 to be paid by Debtor's son.
4. A dividend of 12% to unsecured creditors.

The confirmation order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee and counsel for Carrington.

7. [23-12332](#)-B-13     **IN RE: MARIANNE HEPBURN**  
[MHM-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE  
MICHAEL H. MEYER  
12-4-2023    [\[13\]](#)

RABIN POURNAZARIAN/ATTY. FOR DBT.

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

DISPOSITION:                    Overruled as moot.

ORDER:                            The court will prepare the order.

On January 9, 2024, Rabin J. Pournazarian ("Debtor's counsel"), attorney for Marianne Hepburn ("Debtor") filed a Declaration stating Debtor's non-opposition to the Trustee's *Motion to Dismiss* this Chapter 13 case. Doc. 32; *See Item #8, below*. Accordingly, this case will be dismissed, and this *Objection* will be OVERRULED as moot.



8. [23-12332](#)-B-13     **IN RE: MARIANNE HEPBURN**  
[MHM-2](#)

CONTINUED MOTION TO DISMISS CASE  
12-6-2023    [\[16\]](#)

RABIN POURNAZARIAN/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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

DISPOSITION:                    Granted.

ORDER:                            The court will prepare the order.

On January 9, 2024, Rabin J. Pournazarian ("Debtor's counsel"), attorney for Marianne Hepburn ("Debtor") filed a Declaration stating Debtor's non-opposition to the Trustee's *Motion to Dismiss* this Chapter 13 case. Doc. 32.

Accordingly, the Trustee's *Motion to Dismiss* shall be GRANTED, and this case will be dismissed.

9. [23-11439](#)-B-13     **IN RE: FELIX/IRENE MONTIEL**  
[MHM-2](#)

MOTION TO DISMISS CASE  
12-7-2023    [\[33\]](#)

MICHAEL MEYER/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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

DISPOSITION:                    Continued to February 28, 2024, at 9:30 a.m.

ORDER:                            The court will issue an order.

The trustee's motion to dismiss will be continued to February 28, 2024, at 9:30 a.m., to be heard in connection with the Debtor's motion to confirm *First Modified Chapter 13 Plan*. See, Docs. ##37-50, RSW-1.

10. [21-12449](#)-B-13     **IN RE: PHILIP BURNLEY**  
[EPE-2](#)

MOTION TO INCUR DEBT  
1-24-2024    [\[50\]](#)

PHILIP BURNLEY/MV  
ERIC ESCAMILLA/ATTY. FOR DBT.

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                Granted.

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

If opposition is presented at the hearing, this tentative ruling may be changed, or the hearing continued.

Philip Zaunte Burnley ("Debtor") moves for permission to incur new post-petition debt. Doc. #50. Debtor declares that it is necessary for him to acquire a new vehicle to get to work because his current vehicle has broken down and purchasing a new vehicle would be more economical and reliable than repairing the old one (which is a 2006 Chevrolet Colorado with over 250,000 miles on it). Doc. #52. Debtor seeks authority to purchase a 2017 Lincoln MKZ Reserve Hybrid Sedan ("the Vehicle") for \$18,710.60 at an interest rate of 12.24%, with \$1,000.00 as a down payment and a monthly payments of \$307.00. *Id.*

Accompanying the Declaration is an exhibit in the form of a "Vehicle Loan Approval" letter from Pacific Service Credit Union which purports to approve Debtor for a loan of up to \$20,000 at 12.24% for 60 months, with an approval expiration date of April 19, 2024. *Id.* If the Vehicle is not available, Debtor requests permission to buy a different vehicle with approximately the same monthly payment. *Id.*

Debtor has also filed an *Amended Schedule I&J* which purports to show that Debtor can afford the \$307.00 monthly payment. Doc. #48. A comparison of the amended Schedule with Debtor's most recent prior Schedule I&J reflects the following:

1. Debtor's gross income has increased from \$9,333.00 to \$10,765.00, and his combined monthly income has increased from \$5,556.00 to \$8,592.00.
2. Debtor's monthly expenses have increased from \$4,079.00 to \$6,637.50. This increase includes a \$310.00 vehicle payment.
3. Debtor's monthly net income has increased from \$1,477.00 to \$1,954.50.

*Compare Doc. #19 and #48.* Thus, it appears that Debtor can afford to make the required monthly payment if the motion is approved.

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.

LBR 3015-1(h)(A) allows the debtor, with court approval, to finance the purchase of a motor vehicle if written consent of the chapter 13 trustee is filed with or as part of the motion. The trustee's approval is a certification to the court that: (i) all chapter 13 plan payments are current; (ii) the chapter 13 plan is not in default; (iii) the debtor has demonstrated an ability to pay all future plan payments, projected living expenses, and the new debt; (iv) the new debt is a single loan incurred to purchase a vehicle that is reasonably necessary for the maintenance or support of the debtor, or necessary for the continuation, preservation, and operation of the debtor's business; (v) the only security for the new debt will be the vehicle purchased by debtor; and (vi) the new debt does not exceed \$20,000.00.

No such approval has been filed with or as part of the motion. However, if the trustee will not give consent, the debtors may still seek court approval under LBR 3015-1(h)(E) by filing and serving a motion on the notice required by Fed. R. Bankr. P. 2002 and LBR 9014-1, which Debtor has done. In both his motion and his declaration, Debtor represents (i) all chapter 13 plan payments are current; (ii) the chapter 13 plan is not in default; (iii) the debtor has demonstrated an ability to pay all future plan payments, projected living expenses, and the new debt; (iv) the new debt is a single loan incurred to purchase a vehicle that is reasonably necessary for the maintenance or support of the debtor, or necessary for the continuation, preservation, and operation of the debtor's business; (v) the only security for the new debt will be the vehicle purchased by debtor; and (vi) the new debt does not exceed \$20,000.00.

After review of the attached evidence, the court finds that Debtor can make the monthly payment the Vehicle. If no opposition is presented at the hearing, the court is inclined to GRANT this motion. Debtor is authorized, but not required, to incur further debt in order to purchase the Vehicle for the amount specified in the motion and with an estimated monthly payment of \$307.00. Should the debtor's budget prevent maintenance of current plan payment, debtor/s shall continue making plan payments until the plan is modified.

Should there be opposition at the hearing the court may continue the hearing and set briefing deadlines.

11. [23-11573](#)-B-13     **IN RE: JASON/JULIE MUNIZ**  
[MHM-2](#)

MOTION TO DISMISS CASE  
12-11-2023    [[50](#)]

MICHAEL MEYER/MV  
GREGORY SHANFELD/ATTY. FOR DBT.

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

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

DISPOSITION:                    Denied as moot.

ORDER:                            The court will prepare the order.

On February 5, 2024, the Trustee withdrew the opposition to confirmation in the above-styled case. Doc. #74. Consequently, in the absence of any opposition, the court granted the Debtors' motion to confirm their *Second Amended Chapter 13 Plan*. See Item #12, below. Accordingly, the instant *Motion to Dismiss* is DENIED AS MOOT.

12. [23-11573](#)-B-13     **IN RE: JASON/JULIE MUNIZ**  
[WSL-2](#)

MOTION TO CONFIRM PLAN  
1-3-2024    [[61](#)]

JULIE MUNIZ/MV  
GREGORY SHANFELD/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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

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

DISPOSITION:                    Granted.

ORDER:                            The Moving Party will prepare the order.

Jason and Julie Muniz ("Debtors") move for an order confirming the *First Modified Chapter 13 Plan* dated January 3, 2024. Doc. #63. Debtors have not confirmed a plan so far. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. **11 U.S.C §1325(b)**: The plan does not provide for all of Debtors' projected disposable income to be applied to unsecured creditors

Doc. #68.

On January 24, 2024, Debtors filed a *Declaration* responding to the objection wherein they proposed to resolve the Trustee's objection by increasing the dividend to unsecured creditors from 6% to 6.67%. Doc. #70. In response, the Trustee withdrew the objection to confirmation.

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 U.S. Trustee, or any other party in interest except Trustee to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of all non-responding parties in interest are entered, and the only responding party has withdrawn the opposition. 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).

The 60-month plan proposes the following terms:

1. Debtor's monthly payment shall be \$2,427.00 per month for 3 months 1-3 and \$5,157.00 for 57 months 4-6. This payment includes conduit mortgage payments of \$2,713.00 per month beginning in December 2023 (after direct payments in the four prior months).
2. Outstanding Attorney's fees in the amount of \$4,000.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
  - a. Planet Home Lending (Class 1, Mortgage). Arrears of \$5,004.32 at 0.00% to be paid as follows: \$83.41 per month beginning in month 5. Post-petition mortgage payments shall be \$2,713.00 beginning in December 2023 after 4 months of direct payments by Debtors.
  - b. Logan Federal Credit Union (Class 2A, non-PMSI for a 2016 Honda CRV). \$32,570.68 at 3.74%. Monthly dividend of \$636.03.
  - c. Mechanics Bank (Class 2A, non-PMSI for a 2013 Honda Fit SW). \$15,498.14 at 5.00%. Monthly dividend of \$291.52.
  - d. San Diego County Credit Union (Class 2A, non-PMSI for a 2019 Subaru Ascent). \$36,260.39 at 4.44%. Monthly dividend of \$653.62.
  - e. CFCU/Spectrum (Class 4, Solar Panels). \$160.00 in direct payments to be made by Debtors.
4. A dividend of 6% to unsecured creditors per the plan. To be increased to 6.67% in the final order by agreement of the Debtors and the Trustee.

With the Trustee's withdrawal of the objection in response to the proposed modifications to be made via the confirmation order, this motion will be GRANTED. the confirmation order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

10:00 AM

1. [23-12823](#)-B-7     **IN RE: VARINDER SINGH**  
[HRH-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
1-19-2024    [[11](#)]

BMO BANK N.A./MV  
NEIL SCHWARTZ/ATTY. FOR DBT.  
RAFFI KHATCHADOURIAN/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.

BMO Bank N.A. F/K/A BMO Harris Bank N.A. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2019 Freightliner Cascadia, four 2022 Freightliner Cascadia, two 2021 Great Dane refrigerated vans, 2022 Great Dane refrigerated van, 2023 Great Dane refrigerated van ("Vehicles"). Doc. #11. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(3). *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.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor is at least one (1) post-petition payment past due in the amount of \$25,454.40 plus late fees of \$1,272.72. Doc. #13. Movant recovered possession of five of the

nine Vehicles. Debtor is still in possession of the remaining four Vehicles.

The court declines finding that Debtor does not have any equity in the Vehicle. Although this is a chapter 7 case and the Vehicle is not necessary for an effective reorganization, the moving papers do not indicate if Debtor has equity in the vehicles. Doc. #13. Relief under § 362(d)(2) is moot because there is "cause" to grant the motion under § 362(d)(1).

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. Adequate protection is unnecessary in light of the relief granted herein.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the Debtor has failed to make at least one post-petition payment and the Vehicles are depreciating assets.

2. [23-11651](#)-B-7     **IN RE: JASVIR SINGH AND JASWINDER KAUR**  
[RSW-2](#)

MOTION TO AVOID LIEN OF DISCOVER BANK  
1-4-2024    [\[22\]](#)

JASWINDER KAUR/MV  
ROBERT WILLIAMS/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.

Jasvir and Jaswinder Kaur-Singh ("Debtors") move for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of BMO Harris Bank ("Creditor") in the sum of \$134,845.39 and encumbering residential real property located at 6200 Trinidad Court, Bakersfield, California ("Property"). Doc. #27.

Debtors complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail on June 15, 2023. Doc. #19. 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 Debtors in favor of Creditor in the amount of \$134,845.39 on January 28, 2021. Doc. #30. The abstract of judgment was issued on February 11, 2021, and was recorded in Kern County on February 23, 2021. *Id.* That lien attached to Debtor's interest in Property. Docs. ##27,29. Debtor estimates that the current amount owed on account of this lien is \$134,845.39. *Id.*; Doc. #1 (Sched. D)

As of the petition date, Property had an approximate value of \$409,400.00. Doc. #1 (Sched. A/B). Debtors claimed a \$339,203.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc.#1 (Sched. C).

Property is encumbered by a first deed of trust in favor of Bank of America ("BOA") in the amount of \$203,197.00. Doc. #1 (Sched. D). Property is also encumbered by several judgment liens presently subject to motions to avoid lien, including this one. See generally Docs. ##22, 27, 32. The court has already granted a motion to avoid lien as to the lien held by American Express National Bank. Doc. #38.

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). However, where there is no equity, this is not a consideration.

"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).

Strict application of the § 522(f)(2) formula with respect to Creditor's lien is illustrated as follows:

|   |   |              |
|---|---|--------------|
| Amount of judgment lien                         |   | \$134,845.39 |
| Total amount of unavoidable liens               | + | \$203,197.00 |
| Debtor's claimed exemption in Property          | + | 339,203.00   |
| <i>Sum</i>                                      | = | \$677,245.39 |
| Debtor's claimed value of interest absent liens | - | \$409,400.00 |
| Extent lien impairs exemption                   | = | \$267,845.39 |

*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       |   | \$409,400.00   |
| Total amount of unavoidable liens   | - | \$203,197.00   |
| Homestead exemption                 | - | \$339,203.00   |
| Remaining equity for judicial liens | = | (\$133,000.00) |
| Creditor's judicial lien            | - | \$134,845.39   |
| Extent Debtor's exemption impaired  | = | (\$267,845.39) |

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.

3. [23-11651](#)-B-7      **IN RE: JASVIR SINGH AND JASWINDER KAUR**  
[RSW-3](#)

MOTION TO AVOID LIEN OF BMO HARRIS BANK N.A.  
1-4-2024    [\[27\]](#)

JASWINDER KAUR/MV  
ROBERT WILLIAMS/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.

Jasvir and Jaswinder Kaur-Singh ("Debtors") move for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of BMO Harris Bank ("Creditor") in the sum of \$134,845.39 and encumbering residential real property located at 6200 Trinidad Court, Bakersfield, California ("Property"). Doc. #27.

Debtors complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail on June 15, 2023. Doc. #19. 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 Debtors in favor of Creditor in the amount of \$134,845.39 on January 28, 2021. Doc. #30. The abstract of judgment was issued on February 11, 2021, and was recorded in Kern County on February 23, 2021. *Id.* That lien attached to Debtor's interest in Property. Docs. ##27,29. Debtor estimates that the current amount owed on account of this lien is \$134,845.39. *Id.*; Doc. #1 (*Sched. D*)

As of the petition date, Property had an approximate value of \$409,400.00. Doc. #1 (*Sched. A/B*). Debtors claimed a \$339,203.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc.#1 (*Sched. C*).

Property is encumbered by a first deed of trust in favor of Bank of America ("BOA") in the amount of \$203,197.00. Doc. #1 (*Sched. D*). Property is also encumbered by several judgment liens presently subject to motions to avoid lien, including this one. *See generally* Docs. ##22, 27, 32. The court has already granted a motion to avoid lien as to the lien held by American Express National Bank. Doc. #38.

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). However, where there is no equity, this is not a consideration.

"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).

Strict application of the § 522(f)(2) formula with respect to Creditor's lien is illustrated as follows:

|   |   |              |
|---|---|--------------|
| Amount of judgment lien                         |   | \$134,845.39 |
| Total amount of unavoidable liens               | + | \$203,197.00 |
| Debtor's claimed exemption in Property          | + | 339,203.00   |
| <i>Sum</i>                                      | = | \$677,245.39 |
| Debtor's claimed value of interest absent liens | - | \$409,400.00 |
| Extent lien impairs exemption                   | = | \$267,845.39 |

*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       |   | \$409,400.00   |
| Total amount of unavoidable liens   | - | \$203,197.00   |
| Homestead exemption                 | - | \$339,203.00   |
| Remaining equity for judicial liens | = | (\$133,000.00) |
| Creditor's judicial lien            | - | \$134,845.39   |
| Extent Debtor's exemption impaired  | = | (\$267,845.39) |

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.

4. [23-11651](#)-B-7 **IN RE: JASVIR SINGH AND JASWINDER KAUR**  
[RSW-4](#)

MOTION TO AVOID LIEN OF BMO HARRIS BANK N.A.  
1-4-2024 [[32](#)]

JASWINDER KAUR/MV  
ROBERT WILLIAMS/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.

Jasvir and Jaswinder Kaur-Singh ("Debtors") move for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of BMO Harris Bank ("Creditor") in the sum of \$69,017.38 and encumbering residential real property located at 6200 Trinidad Court, Bakersfield, California ("Property"). Doc. #27.

Debtors complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail on June 15, 2023. Doc. #19. 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 Debtors in favor of Creditor in the amount of \$69,017.38 on January 28, 2021. Doc. #35. The abstract of judgment was issued on February 11, 2021, and was recorded in Kern County on February 23, 2021. *Id.* That lien attached to Debtor's interest in Property. Docs. ##32,34. Debtor estimates that the current amount owed on account of this lien is \$69,017.38. *Id.*; Doc. #1 (*Sched. D*)

As of the petition date, Property had an approximate value of \$409,400.00. Doc. #1 (*Sched. A/B*). Debtors claimed a \$339,203.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (*Sched. C*).

Property is encumbered by a first deed of trust in favor of Bank of America ("BOA") in the amount of \$203,197.00. Doc. #1 (*Sched. D*). Property is also encumbered by several judgment liens presently subject to motions to avoid lien, including this one. *See generally* Docs. ##22, 27, 32. The court has already granted a motion to avoid lien as to the lien held by American Express National Bank. Doc. #38.

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). However, where there is no equity, this is not a consideration.

"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).

Strict application of the § 522(f)(2) formula with respect to Creditor's lien is illustrated as follows:

|   |   |                |
|---|---|----------------|
| Amount of judgment lien                         |   | \$16,671.81    |
| Total amount of unavoidable liens               | + | \$203,197.00   |
| Debtor's claimed exemption in Property          | + | 69,017.38      |
| Sum   | = | \$288,886.19   |
| Debtor's claimed value of interest absent liens | - | \$409,400.00   |
| Extent lien impairs exemption                   | = | (\$120,513.81) |

*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       |   | \$409,400.00   |
| Total amount of unavoidable liens   | - | \$203,197.00   |
| Homestead exemption                 | - | \$339,203.00   |
| Remaining equity for judicial liens | = | (\$133,000.00) |
| Creditor's judicial lien            | - | 69,017.38      |
| Extent Debtor's exemption impaired  | = | (\$202,017.38) |

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.

5. [23-12160](#)-B-7     **IN RE: TIFFANY HOLLINS**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES  
1-18-2024    [\[30\]](#)

TENTATIVE RULING:            This matter will proceed as scheduled.

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

ORDER:                            The court will issue an order.

Tiffany Hollins ("Debtor") filed an *Amended Summary of Schedules/Assets and Liabilities Schedule E/F Individual* on January 4, 2024. Doc. #24. A fee of \$34.00 is required at the time of filing that amendment. A *Notice of Payment Due* was served on Debtor on January 10, 2024. Doc. #29.

On January 18, 2024, the Clerk of the court issued an *Order to Show Cause re Dismissal of Contested Matter or Imposition of Sanctions* directing Debtor to appear at the hearing and show cause why the amendment should not be stricken, sanctions imposed on the party filer and/or their counsel, or other relief ordered for failure to comply with the provisions of 28 U.S.C. § 1930(b). Doc. #30.

This matter will proceed as scheduled. If the filing fee of \$34.00 is not paid prior to the hearing, the motion may be stricken, and sanctions imposed on the filer and/or its counsel on the grounds stated in the OSC.

6. [23-10762](#)-B-7     **IN RE: FELIPE RIVERA**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES  
12-20-2023    [\[31\]](#)

NEIL SCHWARTZ/ATTY. FOR DBT.

TENTATIVE RULING:            This matter will proceed as scheduled.

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

ORDER:                            The court will issue an order.

Jeffrey M. Vetter ("Vetter") submitted a *Certification Request* on December 6, 2023. A fee of \$12.00 is required at the time of filing that motion. Apparently \$1.00 was paid leaving \$11.00 still owing. A *Notice of Payment Due* was served on Vetter on December 12, 2024. Doc. #30.

On December 20, 2023, the Clerk of the court issued an *Order to Show Cause re Dismissal of Contested Matter or Imposition of Sanctions* directing Vetter to appear at the hearing and show cause why sanctions should not be imposed on the on Vetter or other relief

ordered for failure to comply with the provisions of 28 U.S.C.  
§ 1930(b). Doc. #31.

This matter will proceed as scheduled. If the filing fee of \$11.00 is not paid prior to the hearing, sanctions may be imposed on Vetter on the grounds stated in the OSC. The court will also inquire why the Trustee's fee cannot be paid prior to closing the case.

7. [23-12599](#)-B-7     **IN RE: RUDOLPHO PEREZ**

MOTION FOR WAIVER OF THE CHAPTER 7 FILING FEE  
11-22-2023    [\[4\]](#)

R. BELL/ATTY. FOR DBT.

NO RULING.



10:30 AM

1. [23-12041](#)-B-11 **IN RE: BALJINDER/RITU SINGH**  
[LKW-9](#)

MOTION FOR COMPENSATION FOR LEONARD K. WELSH, DEBTORS  
ATTORNEY(S)  
1-11-2024 [\[130\]](#)

LEONARD WELSH/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

The Law Offices of Leonard K. Walsh ("Applicant"), general bankruptcy counsel to chapter 11 debtors Balinder Singh and Ritu Singh ("Debtors"), requests first and final compensation under 11 U.S.C. § 330 in the sum of \$25,838.37. Doc. #130. This amount consists of \$25,210.00 in fees and \$628.37 in expenses from September 13, 2023, through December 31, 2023. *Id.* Applicant avers that he has \$22,277.09 in trust from Debtors' original \$30,000.00 retainer, the rest having gone to prepetition costs and fees. *Id.* The application is accompanied by a *Declaration* from debtor Balinder Singh stating that he has reviewed the fee application and approves. Doc. #132.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, the court is inclined to GRANT this motion.

Applicant's retention as general bankruptcy counsel was authorized pursuant to 11 U.S.C. §§ 327(a) and 329-31 on October 4, 2023, and effective on the petition date. Doc. #53.

Applicant now requests fees for 76.9 billable hours of legal services at the following rates (with 0.20 hours not charged), totaling \$25,210.00 in fees:

| Professional        | Rate      | Hours       | Amount             |
|---------------------|-----------|-------------|--------------------|
| Leonard K. Walsh    | \$400.00  | 55.30       | \$22,000.00        |
| Leonard K. Walsh    | No charge | 0.20        | \$0.00             |
| Trinette M. Lidgett | \$150.00  | 21.40       | \$3,210.00         |
| <b>Total</b>        |           | <b>76.9</b> | <b>\$25,210.00</b> |

Doc. #130. Applicant also incurred \$628.37 in expenses from (1) certified copy fees, (2) postage, and 3) WebPACER fees. The combined fees and expenses total \$25,838.37.

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3). The previous interim compensation awards under 11 U.S.C. § 331 are subject to final review under § 330.

Applicant's services here included, without limitation: case administration, asset recovery and analysis, asset disposition, the meeting of creditors, fee applications, business operations, financing and cash collateral issues, matters pertaining to the plan, and litigation. Doc. #130. The court finds the services and expenses reasonable, actual, and necessary.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED. Applicant will be awarded \$25,210.00 in fees as reasonable compensation for services rendered and \$628.37 in reimbursement of actual, necessary expenses on a final basis under 11 U.S.C. § 330. The total award is \$25,838.37. Of that, Applicant is authorized to use the balance of the retainer funds (\$22,277.09) first, with any remaining balance owed to be paid directly by the Debtors.

2. [23-12041](#)-B-11     **IN RE: BALJINDER/RITU SINGH**  
[LNH-1](#)

MOTION FOR COMPENSATION FOR LISA HOLDER, CHAPTER 11  
TRUSTEE(S)  
1-17-2024    [\[136\]](#)

LISA HOLDER/MV  
LEONARD WELSH/ATTY. FOR DBT.  
LISA HOLDER/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 shall submit a proposed order after hearing.

Lisa Holder, Subchapter V trustee in the above-styled case ("Applicant") requests final compensation under 11 U.S.C. § 330 in the sum of \$6,769.82. Doc. #136. This amount consists of \$6,720.00 in fees and \$49.81 in expenses from September 15, 2023, through January 31, 2024. *Id.* This is Applicant's first and final fee application. *Id.* The debtors in this case are Baljinder and Ritu Singh ("Debtors").

Written opposition was not required and may be presented at the hearing. 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). 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.

Applicant's appointment as Subchapter V trustee was authorized on September 15, 2023, effective on the petition date. Doc. #12. Applicant requests fees for 22.40 billable hours of legal services at a rate of \$300.00 per hour and totaling \$6,720.00 in fees. Doc. #136. Applicant is the only person submitting billable hours for this application. *Id.* Applicant also incurred \$49.82 in expenses for photocopies and postage, with PACER fees waived. *Id.* These combined fees and expenses total \$6,769.82. *Id.*

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3). The previous interim compensation awards under 11 U.S.C. § 331 are subject to final review under § 330.

Applicant's services here included, without limitation: case administration, initial debtor interview and meeting of creditors, fee/employment applications, fee/employment applications of others, assumption/rejection of leases and contract, business operations, financing and cash collateral issues, claims administration and work on the plan of reorganization. Doc. #139. The court finds the services and expenses reasonable, actual, and necessary.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED. Applicant will be awarded \$6,769.82 as reasonable compensation for services rendered and actual, necessary expenses actually incurred on a final basis under 11 U.S.C. § 330. Debtor will be authorized to pay Applicant that amount for fees and expenses from September 15, 2023, through January 31, 2024.

3. [23-10457](#)-B-11     **IN RE: MADERA COMMUNITY HOSPITAL**  
[WJH-3](#)

CONTINUED MOTION TO USE CASH COLLATERAL AND/OR MOTION FOR  
ADEQUATE PROTECTION  
3-13-2023    [[18](#)]

MADERA COMMUNITY HOSPITAL/MV  
RILEY WALTER/ATTY. FOR DBT.

NO RULING.

11:00 AM

1. [22-11907](#)-B-7     **IN RE: FREON LOGISTICS**  
[23-1008](#)

PRE-TRIAL CONFERENCE RE: AMENDED COMPLAINT  
6-16-2023    [[29](#)]

VETTER V. PATEL ET AL  
D. GARDNER/ATTY. FOR PL.

NO RULING.

2. [22-10352](#)-B-7     **IN RE: BRITTNEE STARLING**  
[23-1014](#)

CONTINUED PRE-TRIAL CONFERENCE RE: COMPLAINT  
2-10-2023    [[1](#)]

ALTAONE FEDERAL CREDIT UNION  
V. STARLING  
ALANA ANAYA/ATTY. FOR PL.

NO RULING.

3. [22-10352](#)-B-7     **IN RE: BRITTNEE STARLING**  
[23-1014](#)

ORDER TO SHOW CAUSE  
12-14-2023    [[23](#)]

ALTAONE FEDERAL CREDIT UNION  
V. STARLING

NO RULING.

4. [23-11175](#)-B-7     **IN RE: JASWINDER SINGH**  
[23-1047](#)     [CAE-1](#)

STATUS CONFERENCE RE: COMPLAINT  
11-10-2023    [[1](#)]

VETTER V. SINGH ET AL  
D. GARDNER/ATTY. FOR PL.  
CONT'D TO 4/3/24 PER ECF ORDERER #10

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

DISPOSITION:                    Continued to April 3, 2024.

NO ORDER IS REQUIRED.

Pursuant to a Joint Stipulation approved by this court, this matter  
is CONTINUED to April 3, 2024. Doc. #10.

11:30 AM

1. [23-12008](#)-B-7      **IN RE: REBECCA MAY**

REAFFIRMATION AGREEMENT WITH USALLIANCE FEDERAL CREDIT UNION  
12-19-2023    [\[27\]](#)

R. BELL/ATTY. FOR DBT.  
WITHDRAWN

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

DISPOSITION:      Withdrawn; taken off calendar.

NO ORDER REQUIRED.

Rebecca Marie May ("Debtor") has rescinded this reaffirmation agreement with USAlliance Federal Credit Union pursuant to 11 U.S.C. 524(c)(4) on December 22, 2023. Doc. #29. Accordingly, this matter will be taken off calendar.

2. [23-12147](#)-B-7      **IN RE: MARCO AVALOS**

REAFFIRMATION AGREEMENT WITH WELLS FARGO BANK, N.A.  
12-22-2023    [\[20\]](#)

R. BELL/ATTY. FOR DBT.  
WITHDRAWN

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

DISPOSITION:      Withdrawn; taken off calendar.

NO ORDER REQUIRED.

Marco Avalos ("Debtor") has rescinded this reaffirmation agreement with Wells Fargo Bank, N.A. pursuant to 11 U.S.C. 524(c)(4) on January 17, 2024. Doc. #23. Accordingly, this matter will be taken off calendar.

3. [23-12091](#)-B-7     **IN RE: PERLA SANTIAGO**

REAFFIRMATION AGREEMENT WITH ALLY BANK  
12-20-2023    [\[18\]](#)

R. BELL/ATTY. FOR DBT.  
RESCINDED

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

DISPOSITION:     Rescinded; taken off calendar.

NO ORDER REQUIRED.

Perla Santiago ("Debtor") has rescinded this reaffirmation agreement with Ally Bank on January 9, 2024. Doc. #22. Accordingly, this matter will be taken off calendar.