



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

**Hearing Date: Tuesday, February 10, 2026**

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

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

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

Please also note the following:

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

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

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

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## INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [24-12751](#)-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**  
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY  
PETITION  
9-22-2024 [[1](#)]

PETER FEAR/ATTY. FOR DBT.

NO RULING.

2. [24-12751](#)-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**  
[FW-18](#)

MOTION TO CONVERT CASE FROM CHAPTER 11 TO CHAPTER 7  
1-20-2026 [[364](#)]

PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

Bikram Singh ("Singh") and Harsimran Kaur (collectively "Debtors") move to convert this Chapter 11 case to one under Chapter 7 pursuant to 11 U.S.C. § 1112(a). Doc. #365. Singh declares that no Chapter 11 plan has been confirmed or proposed and that, in his opinion, Debtors will not be able to propose a confirmable plan. Doc. #368. Singh further declares his belief that there are no non-exempt assets in the estate that could be used for the benefit of creditors. *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. § 1112(a) provides that the "[t]he debtor may convert a case under this chapter to a case under chapter 7 of this title unless—(1) the debtor is not a debtor in possession; (2) the case originally was

commenced as an involuntary case under this chapter; or (3) the case was converted to a case under this chapter other than on the debtor's request.

None of these three exceptions are applicable to this case. The evidence before the court indicates that Debtors are still Debtors-in-Possession., This is not an involuntary case. And this case has not previously been converted. Accordingly, it appears to the court that these Debtors are entitled to convert the case to Chapter 7.

As noted, written responses were not required. If no opposition is presented at the hearing, the court is inclined to GRANT this motion.

1:30 PM

1. [22-11403](#)-B-7 **IN RE: STANFORD CHOPPING, INC.**  
[LAH-4](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT  
AGREEMENT WITH CALLIE ANNE STYLES, DONAVAN RANDALL STYLES,  
AND LACEY STANFORD  
1-20-2026 [[162](#)]

LISA HOLDER/MV  
DAVID JOHNSTON/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 will submit a proposed order after hearing.

Lisa Holder, Chapter 7 Trustee ("Trustee") moves for an order approving a compromise of the estate's turnover and avoidance actions against Callie Anne Styles, Donovan Randall Styles, and Lacey Stanford ("the Styles/Stanford Parties"). Doc. #162 *et seq.* The debtor is Stanford Chopping, Inc, ("Stanford" or "Debtor").

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.

Debtor filed chapter 7 bankruptcy on August 17, 2022. Doc. #1. Trustee was appointed as the interim trustee on that same date and became permanent trustee at the 341 meeting of creditors on September 21, 2022. Doc. #6; docket generally.

On August 19, 2024, Trustee commenced an adversary proceeding ("AP 24-01025") against the Styles/Stanford Parties, seeking (1) turnover pursuant to 11 U.S.C. § 550(a)(1) of two vehicles ("the Vehicles") that were estate assets and which in the possession of the Styles/Stanford Parties; avoidance of transfers of the Vehicles to the Styles/Stanford Parties pursuant to 11 U.S.C. § 550(a)(1); avoidance of transfers of the Vehicles to the Styles/Stanford Parties pursuant to 11 U.S.C. § 549(a)(1)(B); and declaratory relief against the Styles/Stanford Parties pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. § 2201, and Bankruptcy Rules 7001(2) and 7001(9) to

determine the true ownership of the Vehicles. AP Doc. #1 (AP Complaint).

In an effort to avoid litigation, Trustee and the Styles/Stanford Parties have entered into a settlement. Doc. #162 *et seq.* Under the terms of the settlement, Trustee will release the turnover claim as to the Vehicles and dismiss the AP in exchange for payment of \$10,000.00 within seven days after court approval by the Styles/Stanford Parties to the estate. Docs. #162, #166 (Settlement Agreement).

The court notes that a copy of the settlement agreement was filed at Doc. #166, but no Stipulation has been filed in this case. The motion will only be granted if Trustee separately files the settlement agreement and docket it as a stipulation.

As representative of the chapter 7 bankruptcy estate, Trustee has the authority to settle claims of Debtor subject to court approval. 11 U.S.C. § 323(a). On a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Rule 9019. Approval of a compromise must be based upon considerations of fairness and equity. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the creditors with a proper deference to their reasonable views. *In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988).

It appears from the moving papers that the Trustee has considered the *A & C Props.* and *Woodson* factors, which weigh in favor of approving the settlement agreement as follows:

1. Probability of success in litigation: Trustee believes she would likely prevail on the merits, but the Styles/Stanford Parties dispute ownership, possession, and proceeds. Litigation risk exists.
2. Collection: Even if Trustee obtained a judgment, collection could be uncertain or delayed.
3. Complexity of litigation: Depositions, written discovery, and trial preparation would impose significant expense and delay case administration
4. Paramount interests of creditors: The settlement provides a guaranteed \$10,000.00 recovery without litigation expense, delay, or risk.

Doc. #164 (Trustee's Declaration).

The *A & C Props.* and *Woodson* factors appear to weigh in favor of approving the settlement. Therefore, the settlement appears to be a fair, equitable, and reasonable exercise of Trustee's business judgment. The court may give weight to the opinions of the trustee, the parties, and their attorneys. *In re Blair*, 538 F.2d 849, 851 (9th Cir. 1976). Furthermore, the law favors compromise and not litigation for its own sake. *Id.*

Accordingly, in the absence of any opposition at the hearing, this motion will be GRANTED. The settlement between the estate and the Styles/Stanford Parties will be approved.

This ruling is not authorizing the payment of any fees or costs associated with the settlement. Additionally, Trustee shall attach a copy of the settlement agreement as an exhibit to the proposed order and shall separately file the settlement agreement and docket it as a stipulation.

2. [22-11907](#)-B-7     **IN RE: FREON LOGISTICS**  
[DMG-22](#)

MOTION TO SELL  
1-20-2026    [[1293](#)]

JEFFREY VETTER/MV  
LEONARD WELSH/ATTY. FOR DBT.  
D. GARDNER/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. Order preparation determined at the hearing.

Chapter 7 trustee Jeffrey M. Vetter ("Trustee") seeks authorization to sell the estate's interest in a note secured by a deed of trust on real property located at 1216 L Street, Bakersfield, CA ("the Property") to Valley Mortgage Investment ("VMI" or "Proposed Buyer") for \$133,000.00 pursuant to 11 U.S.C. § 363, and subject to higher and better bids at the hearing. Doc. #1293 *et seq.*

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.

#### BACKGROUND

Freon Logistics ("Debtor") filed chapter 11 bankruptcy on November 8, 2022. Doc. #1. The Chapter 11 case was converted to Chapter 7 on December 14, 2022, and Trustee was appointed in this case on that same day, becoming the permanent trustee at the first § 341 meeting of creditors on January 20, 2023. Docs. #290, #291, and *docket generally*.

Among the assets of the Debtor is a note secured by the Property, which is a home converted into an office presently leased to attorney James Westerfield. Doc. #1295 (Trustee's Declaration). Trustee has been collecting monthly payments from Westerfield in the amount of \$1,127.15 since the inception of the Chapter 7 case. *Id.*

Trustee has secured an offer from and executed a Purchase Agreement ("Purchase Agreement") with Proposed Buyer to sell Property to Proposed Buyer for \$133,000.00 and now requests approval under 11 U.S.C. § 363(b) to complete the sale subject to higher and better bids. Doc. #1293. Broker's fees are not sought in this motion.

#### DISCUSSION

##### Sale of Property

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

Sales to an insider are subject to heightened scrutiny. *Alaska Fishing Adventure, LLC*, 594 B.R. at 887 citing *Mission Product Holdings, Inc. v. Old Cold, LLC (In re Old Cold LLC)*, 558 B.R. 500, 516 (B.A.P. 1st Cir. 2016). While Trustee does not address the insider question, there is nothing in the record suggesting that VMI is an insider with

respect to Debtor, and VMI is neither listed in the schedules nor the master address list. Docs. #194 (Schedule E/F), #199 (Amended Verification and Master Address List).

The Property is not clearly identified on *Schedule A/B*, but Trustee declares that the balance owed on the note is \$175,193.15. Doc. #15. Debtor is a corporation, and so no *Schedule C* was filed *Id.*

Trustee entered into a contract ("the Agreement") with Proposed Buyer to sell Property for \$133,000.00. Doc. #1295. However, the Agreement is not a part of the record. It is also unclear whether the Property is encumbered. Assuming that it is not encumbered (and since there are no brokers to deal with), the entire sale price will inure to the benefit of the estate.

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

#### Real Estate Brokers' Compensation

No brokers' compensation is sought in this motion.

#### Overbid Procedure

Any party wishing to overbid shall, prior to the hearing, comply with the overbid procedures as outlined in the Motion and the accompanying Notice. Docs. ##1293-94.

#### Waiver of 14-day Stay

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

#### Conclusion

Written opposition to this sale was not required, and opposition to the sale may be presented at the hearing. In the absence of opposition, the court is inclined to GRANT the motion and allow the sale to proceed. Trustee will be authorized: (1) to sell the Property to the prevailing bidder at the hearing, as determined at the hearing; and (2) to execute all documents necessary to effectuate the sale of the Property. The 14-day stay of Rule 6004(h) will not be waived.

3. [24-13623](#)-B-7     **IN RE: VANITY SHORTER**  
[LNH-3](#)

MOTION FOR ORDER AUTHORIZING INTERIM DISTRIBUTION TO  
CO-OWNER CHARLES SHORTER  
1-20-2026    [[47](#)]

JEFFREY VETTER/MV  
D. GARDNER/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. Order preparation  
determined at the hearing.

Jeffrey M. Vetter, Chapter 7 Trustee ("Trustee") moves for entry of an order authorizing the interim distribution of \$57,172.55 to non-debtor co-owner Charles Shorter ("Charles"), representing his 50% share of the net proceeds from the sale of community property real property located at 3112 Saratoga Street, Bakersfield, California ("the Property"). Docs. #47 *et seqa*.

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.

The debtor in this case is Vanity Shorter ("Vanity"). Doc. #1. Vanity and Charles owned the Property as community property. Doc. #49 (Trustee's Declaration). On August 29, 2025, the court approved the sale of the Property, and a sale was conducted. Doc. #40. After dispersal of all escrow funds, Trustee declares that he now holds in trust \$114,345.10, of which Charles is entitled to \$57,172.55 (or 50%) with the other half going to the estate for distribution to unsecured creditors. *Id.*; Doc. #44 (Return of Sale). Trustee avers that there are no community debts and, therefore, Charles' half of the sale proceeds "is not available for creditor distribution and is not part of the § 726 waterfall." Doc. #47. As the order approving the sale did not address distribution of any proceeds to the non-filing spouse, Trustee seeks authorization for such distribution here.

Written opposition was not required and may be presented at the hearing. In the absence of any opposition, the court is inclined to GRANT this motion and authorize payment of \$57,172.55 to non-debtor spouse Charles Shorter on an interim basis taken from the net funds of the sale of the Property which Trustee holds in trust.

4. [26-10025](#)-B-7    **IN RE: JONATHAN/BREANNA WRIGHT**  
[KTS-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
1-14-2026    [[15](#)]

WALDEN GLEN, LP/MV  
CALVIN CLEMENTS/ATTY. FOR MV.  
DISMISSED 1/26/26

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

DISPOSITION:        Denied as moot.

ORDER:                The court will issue an order.

An order dismissing this case was already entered on January 26, 2026. Doc. #24. The motion will be DENIED AS MOOT.

5. [25-13531](#)-B-7    **IN RE: KEVIN DOYLE**  
[ICE-1](#)

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS  
1-8-2026    [[21](#)]

IRMA EDMONDS/MV  
RILEY WALTER/ATTY. FOR DBT.  
IRMA EDMONDS/ATTY. FOR MV.  
RESPONSIVE PLEADING

TENTATIVE RULING:        This matter will proceed as scheduled.

DISPOSITION:        Sustained.

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

Chapter 7 Trustee Irma C. Edmonds ("Trustee") objects to an exemption claimed by Kevin Lee Doyle ("Debtor"), the debtor in the above-styled case. Doc. #21 *et seq.* Specifically, Trustee objects to Debtor's claimed exemption in a 2017 GMC Acadia valued at \$5,500.00 ("the Disputed Vehicle"). *Id.* The Disputed Vehicle is one of three GMC

Acadias listed in the Schedules but is the only one at issue in the instant Objection. *Id.*

The Objection is supported by the Trustee's Declaration (Doc. #23) and by Exhibits consisting of both Debtor's original and amended Schedules A/B and C and also Debtor's Vehicle Registration (Doc. #24). The Debtor filed an Opposition on January 27, 2026, accompanied by a Declaration by the Debtor. Docs. ##26-27. The Trustee filed a Reply on February 1, 2026. Doc. #29.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). No other party other than Debtor has responded, and the defaults of all non-responding parties are entered. This matter will proceed as scheduled. The court's tentative ruling is below.

The gravamen of Trustee's Objection is that Debtor, by way of amended filings dated December 10, 2025, seeks to exempt the Disputed Vehicle as a "tool of trade" pursuant to C.C.P. § 704.060. Doc. #21; see Doc. #19 (Schedules A/B and C). The Disputed Vehicle is listed on line 3.1 of Amended Schedule A/B with an estimated value of \$5,500.00, of which \$4,850.00 is purportedly exempt according to the Amended Schedule C. *Id.*

Trustee's argument as articulated in the Objection is that, according to Debtor's filings and Debtor's testimony at the 341 Meeting of Creditors, the Disputed Vehicle cannot be a tool of trade within the meaning of C.C.P. § 704.060 because Debtor was not using it in any trade as of the petition date. Doc. #21. On the petition date, Debtor was employed by Active Transport Medical Service and did not (and does not) use the Disputed Vehicle in that capacity. *Id.* Rather, Debtor testified that he had intentions of using the Disputed Vehicle "in his future employment in an as-yet-to-be-realized business venture with a third party." *Id.* (emphasis in original).

Trustee cites several cases in support of the "snap-shot rule," which requires the court to consider a debtor's circumstances as they were *as of the date of filing* for most purposes but, in particular, the applicability of exemptions. *Id.* (on pages 3-4 and cases cited therein) (emphasis in original).

The Trustee also argues that the Disputed Vehicle cannot be a tool of trade under C.C.P. § 704.060 because Debtor has also claimed an exemption for a second 2017 GMC Acadia ("the Other Vehicle") under both C.C.P. § 704.060 and C.C.P. § 704.010. *Id.*; Doc. #19. But Debtor has provided no evidence that the Other Vehicle is not reasonably

adequate for use in Debtor's current employment. *Id.*; See C.C.P. § 704.060(c):

Notwithstanding subdivision (a), a motor vehicle is not exempt under subdivision (a) if there is a motor vehicle exempt under Section 704.010 which is reasonably adequate for use in the trade, business, or profession for which the exemption is claimed under this section.

Finally, Trustee notes that the Disputed Vehicle does not appear to be registered as a commercial vehicle with the California DMV. Doc. #21.

Debtor opposes the Objection, arguing that exemptions are to be liberally construed in favor of the debtor and that, because Debtor has used the Disputed Vehicle as a tool of trade in the past and has tentative plans for using it as such in the future, the fact that it was not being used as a tool of trade on the petition date does not render § 704.060 inapplicable. Doc. #26. To clarify the timeline, Debtor used the Disputed Vehicle as a tool of trade prepetition in his business (Hope Medical Transport, LLC, or "HMT") which ceased operations many months before the petition date. Doc. #27 (Debtor's Declaration).

Debtor testified at the 341 Meeting that he intends to rent out the Disputed Vehicle in the future on *Turo.com* ("Turo") to supplement his regular income. *Id.* Turo is "a peer-to-peer car rental marketplace that allows private car owners to rent out their vehicles via an online and mobile interface" in a manner conceptually similar to Airbnb and similar services. See [https://en.wikipedia.org/wiki/Turo\\_\(company\)](https://en.wikipedia.org/wiki/Turo_(company)) (accessed on February 6, 2026). Debtor concedes that he had not begun using the Disputed Vehicle on Turo as of the petition date nor even as of the date of the 341 Meeting. Doc. #27.

The Debtor argues that because the Disputed Vehicle was 'actually used' by HMT prepetition to transport medical patients and the Disputed Vehicle "would be necessary to [Debtor's] business of contracting with Turo to provide transportation to consumers," the 'reasonably necessary' and 'actually used' components of § 704.060 are met. Doc. #26 (emphasis in original).

In the court's view, this interpretation tortures the plain language of the statute beyond recognition. If nothing else, it would mean that any debtor could claim a "tools of trade" exemption for a vehicle merely by expressing an intent to rent that vehicle out on Turo or some similar service at some future point, provided that the vehicle met whatever criteria Turo uses to determine vehicle acceptability.

Exemptions are wholly statutory and cannot be enlarged by the courts. *Ford Motor Credit Co. v. Waters*, 166 Cal. App. 4th Supp. 1, 8 (Cal. App. 2008). The court agrees that exemptions should be construed to the benefit of the Debtor. *Id.* But the plain, unambiguous language of § 704.060 (a)(1) requires a tool of the trade to be both

reasonably necessary to and actually used by the judgment debtor in the exercise of the trade, business, or profession. And it seems clear that Debtor was not actually using the Disputed Vehicle in a trade, business or profession on the date this case was filed. The Debtor's future intentions not made manifest as of the petition date do not alter that analysis. To construe the statute the way Debtor wants here would be to remove the words "actually used by" out of the statute. Or even more absurdly, replacing the word "and" with the word "or" in § 704.060 (a) (1).

Even one of the authorities cited by Debtor here, *Kono v. Meeker*, says the purpose of CCP 704.060 is "to protect the basic tools and utensils necessary to aid the debtor in continuing in his means of livelihood." 196 Cal App 4th 81, 89 (2011) (emphasis added). One does not "continue" what has not yet been started. And the Debtor's own evidence shows that he was not going to continue his prepetition transport business but instead start an entirely new (and hypothetical) venture that *might* make use of the Disputed Vehicle.

Debtor cites *Twining v. Taylor*, 170 Cal. App. 2d Supp. 842, 845 (1959) to argue that equipment that is temporarily idled when the exemption is claimed should not defeat the exemption. This citation is inapposite. In *Twining*, the idle farm equipment, specifically a tractor used to spread gypsum on farmland, was not in use solely because of the crop cycle. The debtor claiming the exemption was not *intending* to start a farming business. He was already in the agricultural spreading business, and the vehicle at issue there was sitting idle solely because the specific work for which it was used was seasonal. *Twining*, 170 Cal. App. 2d Supp. at 845.

The Disputed Vehicle in this case is not sitting idle because of the cyclical nature of Debtor's business. He closed that business and is "intending" to rent out the vehicle on an internet-based platform. Moreover, the Debtor's Declaration does not dispute the Trustee's account of the 341 Meeting. Doc. #27. Debtor states that the vehicle in question was never utilized for personal use and that it was used in the transport business before the business closed, all of which is irrelevant since the germane moment is when the petition was filed.

Finally, Debtor declares that, at the 341 Meeting, he expressed his intent to rent out the vehicle to supplement his income. In other words, the Debtor himself does not even consider the vehicle and the hypothetical Turo venture to be anything more than a secondary source of income and not something he uses in his current role as an employee for a transport company.

This matter will proceed as scheduled, and the court will entertain further arguments from the Debtor and the Trustee. The court is inclined to SUSTAIN the Objection.

6. [25-13135](#)-B-7    **IN RE: ARTURO SANDOVAL**  
[SD-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
1-8-2026    [[22](#)]

U.S. BANK TRUST, NATIONAL  
ASSOCIATION/MV  
SHANNON DOYLE/ATTY. FOR MV.  
DISCHARGED 1/27/26; RESPONSIVE PLEADING

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

DISPOSITION:        Denied without prejudice.

ORDER:                The court will issue an order.

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

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

Here, the names and address of the persons to be served with any opposition were not included in the notice of hearing. Doc. #23.

Therefore, the motion will be DENIED WITHOUT PREJUDICE.

7. [25-11049](#)-B-7     **IN RE: DAISY HERRERA**  
[DCW-2](#)

MOTION FOR ORDER APPROVING STIPULATION FOR RELIEF FROM THE  
AUTOMATIC STAY  
12-15-2025    [28]

LESLIE BASURTO/MV  
ERIC ESCAMILLA/ATTY. FOR DBT.  
DIANE WEIL/ATTY. FOR MV.  
DISCHARGED 7/7/25

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.

Leslie Basurto ("Creditor" or "Movant") requests an order approving a joint stipulation ("Stipulation") with chapter 7 trustee Irma Edmonds ("Trustee") and Chapter 7 Debtor Daisy Herrera ("Debtor") under Fed. R. Bankr. P. ("Rule") 4001(d). Doc. #28 *et seq.* The Trustee filed a *Report of No Distribution* on May 2, 2025, effectively abandoning all assets disclosed in the Schedules and related documents filed in this case.

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

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED.

Prepetition, Creditor brought a wrongful death action against Debtor and others in the Superior Court of California for the County of Fresno ("the Fresno Court" or "the State Case") against Debtor and others, asserting claims arising from the wrongful death of Creditor's

late husband. Doc. #25. The filing of the bankruptcy case created an automatic stay that, *inter alia*, prevented the Fresno Case from proceeding. *Id.* Creditor now seeks to have the automatic stay lifted to allow the State Case to proceed, with Creditor seeking recovery only from Debtor's insurance provider and/or other third parties subject to liability. *Id.*

Under the terms of the Stipulation, Movant, Debtor, and Trustee agree to allow the State Case to proceed in the Fresno Court, including discovery and motion practice, ultimately culminating in a final judgment, but with the understanding that the stay will remain in effect with regard to any enforcement of a final money judgment against Debtor. *Id.* Also, within ten days of the entry of this order, Debtor will provide Creditor with any and all information germane to the question of whether insurance exists that could cover Movant's claims. *Id.*

Movant now requests approval of the Stipulation. Doc. #28.

Under Rule 4001(d)(1)(A)(iii), a party may file a motion for approval of an agreement to modify or terminate the stay provided in § 362. The motion contains the required contents outlined in Rule 4001(d)(1)(B) and was properly served on all creditors as required by Rule 4001(d)(1)(C). Pursuant to Rule 4001(d)(1), (2), and (3), a hearing was set on at least seven days' notice and the parties required to be served (Debtor and Trustee) were given at least 14 days to file objections or may appear to object at the hearing.

No party in interest has responded to this motion. Accordingly, the motion will be GRANTED, and the Stipulation approved. Movant did not request waiver of the 14-day stay of Rule 4001(a)(3) and no such relief will be granted. Any proposed order shall attach the Stipulation as an exhibit.

8. [25-11849](#)-B-7    **IN RE: MIRIAM RIVERA**  
[JES-2](#)

MOTION FOR COMPENSATION FOR JAMES SALVEN, ACCOUNTANT(S)  
1-9-2026    [\[46\]](#)

JAMES SALVEN/MV  
ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION:        Granted.

ORDER:                The Moving Party shall submit a proposed order that conforms with the opinion below.

James Salven, C.P.A. ("Applicant" or "Salven") seeks approval of a final allowance of compensation under 11 U.S.C. §§ 330 of the Bankruptcy Code for professional services rendered and reimbursement for expenses incurred as accountant for Irma C. Edmonds, Trustee in the above-styled Chapter 7 case ("Trustee"). Doc. #46 *et seq.*

The court notes that Applicant seems to have refiled the same Application under the same Docket Control Number (JES-2) and on the same day but with a different docket number. See Doc. #52. Both filings appear to be identical. The court assumes the latter copy of the Application was filed in error and will disregard it. The court also notes that the Application itself identifies James P. Salven as both the Applicant and the Chapter 7 Trustee who engaged Salven to provide accounting services. Doc. #46. As noted above, the Trustee who engaged Applicant is Irma C. Edmond, who also executed a Statement of Non-Opposition to the fee application. Doc. #49; Docket generally

Applicant was employed to perform services under § 327 of the Code pursuant to an order of this court dated December 29, 2025. Doc. #43. This is Applicant's first and final request for compensation. The Application was accompanied by a Declaration by Applicant; the Trustee's Statement of Non-Opposition; and Exhibits consisting of Salven's time records and expenses log. Docs. ##48-50.

Applicant seeks **\$2,884.00** in fees based on **10.3** billable hours from December 17, 2025, through January 9, 2026. Doc. #50. Based on the moving papers, it appears that Salven was the only employee of Applicant to work on this case, and he billed at a rate of \$280.00. *Id.*

Applicant also seeks an award for expenses totaling **\$154.76**, consisting of copies, envelopes, Lacerte Tax Processing, and costs of serving the employment and fee applications. *Id.*

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

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

Applicant's services here included, without limitation: accounting work on behalf of the estate pertaining to the tax implications of the sale of estate property; preparation tax returns for the estate; and fee/employment applications. Doc. #50. The court finds the services and expenses reasonable, actual, and necessary. The Trustee has reviewed the Application and finds the requested fees and expenses to be reasonable. Doc. #49.

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

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

This Application is GRANTED. The court will approve on a final basis under 11 U.S.C. §330 compensation in the amount of **\$2,884.00** in fees and **\$154.76** in expenses. The court grants the Application for a total award **\$3,038.76** as an administrative expense of the estate and an order authorizing and directing the Trustee to pay such to Applicant from the first available estate funds.

9. [25-13962](#)-B-7    **IN RE: MYRANDA WARNICK DIQUIRICO**  
[CJK-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
1-9-2026    [\[14\]](#)

LAKEVIEW LOAN SERVICING, LLC/MV  
MARK ZIMMERMAN/ATTY. FOR DBT.  
CHRISTINA KHIL/ATTY. FOR MV.

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

DISPOSITION:        Denied without prejudice.

ORDER:                The court will issue an order.

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

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

Here, the names and address of the persons to be served with any opposition were not included in the notice of hearing. Doc. #15. Also, the court's website on page two of the notice is incorrect. The correct address is <http://www.caeb.uscourts.gov>.

As an informative matter, the movant is using an outdated version of the Official Certificate of Service, Rev. 10/22. The current version is Rev. 6/3/2025.

For the above reasons, this motion will be DENIED WITHOUT PREJUDICE.

10. [25-11272](#)-B-7     **IN RE: SAMUEL SANCHEZ**  
[DCW-2](#)

MOTION FOR ORDER APPROVING STIPULATION FOR RELIEF FORM THE  
AUTOMATIC STAY  
12-15-2025    [[24](#)]

LESLIE BASURTO/MV  
ERIC ESCAMILLA/ATTY. FOR DBT.  
DIANE WEIL/ATTY. FOR MV.  
DISCHARGED 8/12/25

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.

Leslie Basurto ("Creditor" or "Movant") requests an order approving a joint stipulation ("Stipulation") with chapter 7 trustee Irma Edmonds ("Trustee") and Chapter 7 Debtor Samuel Obed Sanchez ("Debtor") under Fed. R. Bankr. P. ("Rule") 4001(d). Doc. #22 *et seq.* The Trustee filed a *Report of No Distribution* on May 22, 2025, effectively abandoning all assets disclosed in the Schedules and related documents filed in this case.

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

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED.

Prepetition, Creditor brought a wrongful death action against Debtor and others in the Superior Court of California for the County of

Fresno ("the Fresno Court" or "the State Case") against Debtor and others, asserting claims arising from the wrongful death of Creditor's late husband. Doc. #26. The filing of the bankruptcy case created an automatic stay that, *inter alia*, prevented the Fresno Case from proceeding. *Id.* Creditor now seeks to have the automatic stay lifted to allow the State Case to proceed, with Creditor seeking recovery only from Debtor's insurance provider and/or other third parties subject to liability. *Id.*

Under the terms of the Stipulation, Movant, Debtor, and Trustee agree to allow the State Case to proceed in the Fresno Court, including discovery and motion practice, ultimately culminating in a final judgment, but with the understanding that the stay will remain in effect with regard to any enforcement of a final money judgment against Debtor. *Id.* Also, within ten days of the entry of this order, Debtor will provide Creditor with any and all information germane to the question of whether insurance exists that could cover Movant's claims. *Id.*

Movant now requests approval of the Stipulation. Doc. #28.

Under Rule 4001(d)(1)(A)(iii), a party may file a motion for approval of an agreement to modify or terminate the stay provided in § 362. The motion contains the required contents outlined in Rule 4001(d)(1)(B) and was properly served on all creditors as required by Rule 4001(d)(1)(C). Pursuant to Rule 4001(d)(1), (2), and (3), a hearing was set on at least seven days' notice and the parties required to be served (Debtor and Trustee) were given at least 14 days to file objections or may appear to object at the hearing.

No party in interest has responded to this motion. Accordingly, the motion will be GRANTED, and the Stipulation approved. Movant did not request waiver of the 14-day stay of Rule 4001(a)(3) and no such relief will be granted. Any proposed order shall attach the Stipulation as an exhibit.