



**UNITED STATES BANKRUPTCY COURT
Eastern District of California**

Judge Fredrick E. Clement
Sacramento Federal Courthouse
501 I Street, 7th Floor 25925
Courtroom 28, Department A
Sacramento, California

DAY: MONDAY
DATE: FEBRUARY 23, 2026
CALENDAR: 10:30 A.M. CHAPTER 7 CASES

Unless otherwise ordered, all matters before Chief Judge Fredrick E. Clement shall be simultaneously: (1) **IN PERSON** at Sacramento Courtroom No. 28, (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 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 **Court Appearances** page of our website at:

<https://www.caeb.uscourts.gov/Calendar/CourtAppearances>

Each party 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 who wish to appear remotely must contact the Courtroom Deputy for the Department holding the hearing.

Please also note the following:

- Parties in interest 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 appearing by **ZoomGov** may only listen in to the hearing using the zoom telephone number. Video appearances are not permitted.
- Members of the public and the press may not listen in to the trials or evidentiary hearings, though they may appear in person in most instances.

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

- Review the [Pre-Hearing Dispositions](#) prior to appearing at the hearing.
- Review the court's [Zoom Procedures and Guidelines](#) for these, and additional instructions.
- Parties appearing via CourtCall are encouraged to review the [CourtCall Appearance Information](#).

If you are appearing by ZoomGov phone or video, please join at least 10 minutes prior to the start of the calendar and wait with your microphone muted until the matter is called.

Unauthorized Recording is Prohibited: Any recording of a court proceeding held by video or teleconference, including screen shots or other audio or visual copying of a hearing is prohibited. Violation may result in sanctions, including removal of court-issued media credentials, denial of entry to future hearings, or any other sanctions deemed necessary by the court. For more information on photographing, recording, or broadcasting Judicial Proceedings, please refer to Local Rule 173(a) of the United States District Court for the Eastern District of California.

PRE-HEARING DISPOSITION INSTRUCTIONS

RULINGS

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

"No Ruling" means the likely disposition of the matter will not be disclosed in advance of the hearing. The matter will be called; parties wishing to be heard should rise and be heard.

"Tentative Ruling" means the likely disposition, and the reasons therefor, are set forth herein. The matter will be called. Aggrieved parties or parties for whom written opposition was not required should rise and be heard. Parties favored by the tentative ruling need not appear. However, non-appearing parties are advised that the court may adopt a ruling other than that set forth herein without further hearing or notice.

"Final Ruling" means that the matter will be resolved in the manner, and for the reasons, indicated below. The matter will not be called; parties and/or counsel need not appear and will not be heard on the matter.

CHANGES TO PREVIOUSLY PUBLISHED RULINGS

On occasion, the court will change its intended ruling on some of the matters to be called and will republish its rulings. The parties and counsel are advised to recheck the posted rulings after 3:00 p.m. on the next business day prior to the hearing. Any such changed ruling will be preceded by the following bold face text: **"[Since posting its original rulings, the court has changed its intended ruling on this matter]"**.

ERRORS IN RULINGS

Clerical errors of an insignificant nature, e.g., nomenclature ("2017 Honda Accord," rather than "2016 Honda Accord"), amounts, ("\$880," not "\$808"), may be corrected in (1) tentative rulings by appearance at the hearing; or (2) final rulings by appropriate ex parte application. Fed. R. Civ. P. 60(a) *incorporated by* Fed. R. Bankr. P. 9024. All other errors, including those occasioned by mistake, inadvertence, surprise, or excusable neglect, must be corrected by noticed motion. Fed. R. Bankr. P. 60(b), *incorporated by* Fed. R. Bankr. P. 9023.

1. [24-24108](#)-A-7 **IN RE: APRIL ALVA**
[EJB-1](#)

NOTICE OF INTENT TO SELL EQUITY IN ASSETS
2-18-2025 [[18](#)]

SCOTT JOHNSON/ATTY. FOR DBT.
DEBTOR DISCHARGED: 12/30/24

No Ruling

2. [24-24108](#)-A-7 **IN RE: APRIL ALVA**
[EJB-1](#)

MOTION TO SELL
1-28-2026 [[30](#)]

SCOTT JOHNSON/ATTY. FOR DBT.
ETHAN BIRNBERG/ATTY. FOR MV.
DEBTOR DISCHARGED: 12/30/24

No Ruling

3. [25-24010](#)-A-7 **IN RE: MICHAEL DESENA**
[KMT-2](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH MICHAEL EDWARD DESENA , AND/OR MOTION TO SELL
1-15-2026 [[32](#)]

SCOTT JOHNSON/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.
DEBTORS DISCHARGED: 11/03/25

No Ruling

4. [25-26411](#)-A-7 **IN RE: KEVIN STOEHR**
[DWE-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
1-22-2026 [\[14\]](#)

CARL GUSTAFSON/ATTY. FOR DBT.
DANE EXNOWSKI/ATTY. FOR MV.
LAKEVIEW LOAN SERVICING, LLC VS.
DEBTOR NON-OPPOSITION

Final Ruling

Motion: Stay Relief

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted

Order: Civil minute order

Subject: 260 San Miguel, Sacramento, California

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

STAY RELIEF

Subsection (d)(1) of § 362 of Title 11 provides for relief from stay for "cause, including the lack of adequate protection of an interest in property of such party." 11 U.S.C. § 362(d)(1). Adequate protection may consist of a lump sum cash payment or periodic cash payments to the entity entitled to adequate protection "to the extent that the stay . . . results in a decrease in the value of such entity's interest in property." 11 U.S.C. § 361(1).

"Where the property is declining in value or accruing interest and taxes eat up the equity cushion to the point where the cushion no longer provides adequate protection, the court may either grant the motion to lift the stay or order the debtor to provide some other form of adequate protection." Kathleen P. March, Hon. Alan M. Ahart & Janet A. Shapiro, *California Practice Guide: Bankruptcy* ¶ 8:1096 (rev. 2018). Further, "[a]n undersecured creditor is entitled to adequate protection only for the decline in the [collateral's] value after the bankruptcy filing." *Id.* ¶ 8:1065.1 (citing *United Sav. Ass'n v. Timbers of Inwood Forest Assocs., Ltd.*, 484 U.S. 365, 370-73 (1988)). When a creditor is oversecured, however, an existing equity cushion may provide adequate protection of its security interest while the stay remains in effect. See *id.* ¶ 8:1072 (citing cases). In calculating the amount of the movant creditor's equity cushion, the court ignores the debt secured by junior liens. *In re Mellor*, 734 F.2d 1396, 1400-01 (9th Cir. 1984). The Ninth Circuit

has held that a 20% equity cushion adequately protects a creditor's security interest." *Id.* at 1401.

"[U]nder section 362(d)(1), the stay must be terminated for 'cause.' Lack of adequate protection is but one example of "cause" for relief from stay." *In re Ellis*, 60 B.R. 432, 435 (B.A.P. 9th Cir. 1985). The panel in the *Ellis* case rejected the argument that under § 362(d)(1) "the stay can only be terminated if [the movant-creditors] show a lack of adequate protection." *Id.*

The debtor has missed 10 pre-petition payments and 3 post-petition payments totaling \$68,855.81 due on the debt secured by the moving party's lien. This constitutes cause for stay relief.

The court does not address grounds for relief under § 362(d)(2) as relief is warranted under § 362(d)(1). The motion will be granted, and the 14-day stay of Federal Rule of Bankruptcy Procedure 4001(a)(3) will be waived. No other relief will be awarded.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Nationstar Mortgage LLC's motion for relief from the automatic stay has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the motion,

IT IS ORDERED that the motion is granted. The automatic stay is vacated with respect to the property described in the motion, commonly known as 260 San Miguel, Sacramento, California, as to all parties in interest. The 14-day stay of the order under Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived. Any party with standing may pursue its rights against the property pursuant to applicable non-bankruptcy law.

IT IS FURTHER ORDERED that no other relief is awarded. To the extent that the motion includes any request for attorney's fees or other costs for bringing this motion, the request is denied.

5. [25-26313](#)-A-7 **IN RE: JUAN/MARTHA ACEVEDO**
[GR-1](#)

TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO APPEAR AT SEC.
341(A) MEETING OF CREDITORS
1-7-2026 [\[17\]](#)

Tentative Ruling

Motion: Dismiss Case and Extend Trustee's Deadlines

Notice: LBR 9014-1(f)(1); written opposition required or case dismissed without hearing

Disposition: Conditionally denied in part, granted in part

Order: Civil minute order

DISMISSAL

Chapter 7 debtors shall attend the § 341(a) meeting of creditors. 11 U.S.C. § 343. A continuing failure to attend this meeting may be cause for dismissal of the case. See 11 U.S.C. §§ 105(a), 343, 707(a); *In re Witkowski*, 523 B.R. 300, 307 n.8 (B.A.P. 1st Cir. 2014) ("Some courts have ruled that the failure to attend the § 341 meeting of creditors constitutes 'cause' for dismissal.").

In this case, the debtor has failed to appear at a scheduled meeting of creditors required by 11 U.S.C. § 341. Because the debtor's failure to attend this meeting has occurred once, the court will not dismiss the case on condition that the debtor attend the next creditors' meeting. But if the debtor does not appear at the continued meeting of creditors, the case will be dismissed on trustee's declaration without further notice or hearing.

EXTENSION OF DEADLINES

The court will grant the motion in part to the extent it asks for an extension of deadlines. The court extends the following deadlines to 60 days after the next continued date of the creditors' meeting: (1) the trustee and all creditors' deadline to object to discharge under § 727, see Fed. R. Bankr. P. 4004(a); and (2) the trustee and all creditors' deadline to bring a motion to dismiss under § 707(b) or (c) for abuse, other than presumed abuse, see Fed. R. Bankr. P. 1017(e). These deadlines are no longer set at 60 days after the first creditors' meeting.

CIVIL MINUTE ORDER

The court will issue a minute order that conforms substantially to the following form:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes of the hearing.

IT IS ORDERED that the Motion to Dismiss is denied on the condition that the debtor attend the next continued § 341(a) meeting of creditors scheduled for February 23, 2026, at 10:30 a.m. But if the debtor does not appear at this continued meeting, the case will be

dismissed on trustee's declaration without further notice or hearing.

IT IS ALSO ORDERED that following deadlines shall be extended to 60 days after the next continued date of the creditors' meeting: (1) the trustee and all creditors' deadline to object to discharge under § 727, see Fed. R. Bankr. P. 4004(a); and (2) the trustee and all creditors' deadline to bring a motion to dismiss under § 707(b) or (c) for abuse, other than presumed abuse, see Fed. R. Bankr. P. 1017(e).

6. [24-24120](#)-A-7 **IN RE: KRISTINA FLUETSCH**
[KMT-5](#)

MOTION TO APPROVE STIPULATED AGREEMENT WITH THE DEBTOR
2-2-2026 [[231](#)]

GABRIEL HERRERA/ATTY. FOR MV.
DEBTOR DISCHARGED: 04/30/25

Tentative Ruling

Motion: Approve Compromise or Settlement of Controversy
Notice: LBR 9014-1(f) (2); no written opposition required
Disposition: Granted
Order: Civil minute order

Parties to Compromise: Trustee Nikki B. Farris; Debtor Kristina Lynn Fluetsch

Dispute Compromised: Homestead exemption amount

Summary of Material Terms: In the event certain real property generally located at 2722 Latham Drive, Sacramento, CA 95864 ("Subject Property") is sold by the bankruptcy estate, the Debtor agrees to accept \$60,000 of the net proceeds to be allocated to the homestead exemption

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, incorporated by Fed. R. Bankr. P. 7055, 9014(c). The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

APPROVAL OF COMPROMISE

In determining whether to approve a compromise under Federal Rule of Bankruptcy Procedure 9019, the court determines whether the compromise was negotiated in good faith and whether the party proposing the compromise reasonably believes that the compromise is the best that can be negotiated under the facts. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). More than mere good faith negotiation of a compromise is required. The court must also find that the compromise is fair and equitable. *Id.* "Fair and equitable" involves a consideration of four factors: (i) the probability of success in the litigation; (ii) the difficulties to

be encountered in collection; (iii) the complexity of the litigation, and expense, delay and inconvenience necessarily attendant to litigation; and (iv) the paramount interest of creditors and a proper deference to the creditors' expressed wishes, if any. *Id.* The party proposing the compromise bears the burden of persuading the court that the compromise is fair and equitable and should be approved. *Id.*

The movant requests approval of a compromise that settles the dispute described above. The compromise is reflected in the settlement agreement attached to the motion as an exhibit. The probability of success in litigation regarding this settlement weighs in favor of the agreement. The complexity, expense, and inconvenience of litigation also weigh in favor of the agreement. The agreement is in the best interests of creditors. Based on the motion and supporting papers, the court finds that the compromise presented for the court's approval is fair and equitable considering the relevant *A & C Properties* factors. The compromise or settlement will be approved.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Trustee Farris' motion to approve a compromise has been presented to the court. Having considered the motion, oppositions, responses and replies, if any, and having heard oral argument presented at the hearing,

IT IS ORDERED that the motion is granted. The court hereby approves the compromise that is reflected in the settlement agreement attached to the motion as an exhibit and filed at docket no. 234.

7. [24-24120](#)-A-7 **IN RE: KRISTINA FLUETSCH**
[KMT-6](#)

MOTION TO APPROVE STIPULATED AGREEMENT
2-2-2026 [\[236\]](#)

GABRIEL HERRERA/ATTY. FOR MV.
DEBTOR DISCHARGED: 04/30/25

Tentative Ruling

Motion: Approve Compromise or Settlement of Controversy
Notice: LBR 9014-1(f)(2); no written opposition required
Disposition: Granted
Order: Civil minute order

Parties to Compromise: Trustee Nikki B. Farris; Michael Gorenberg; Barry L. Chin and Sunsan Y. Chin, or their successors in trust under the Chin Living Trust; Tuyen V. Quoc and Myung S. Lee, Trustees of the Quoc-Lee Family Trust; Siva Uppalapati and Padma Uppalapati as co-trustees of the UPPASANA22 Family Trust.

Summary of Material Terms: (a) In full satisfaction of claims the Debtor asserts against the Lender for issues related to the execution of the loan documents providing a lien against the Subject Property and the foreclosure of the Subject Property, including, but not limited to, alleged false representations that the loan was for "business purposes", alleged violation of various consumer protection statutes (including, but not limited to, the Truth in Lending Act (TILA), Real Estate Settlement Procedures Act (RESPA), and Home Ownership Equity Protection Act of 1994 (HOEPA)), alleged claims related to the use of a balloon payment and prepayment penalties, alleged claims relating to foreclosure of the Subject Property, and alleged claims relating to default interest and other fees charged on the loan, among other allegations (collectively "Lender Liability Claims"), the Lender agrees to pay to the estate \$35,000; (b) The Lender shall be allowed a secured claim in the amount of \$973,112.84 against the Subject Property; (c) In the event the Subject Property is sold or the proceeds collected by the bankruptcy estate on or before March 6, 2026, the Lender consents and agrees that the proceeds shall be distributed as follows: (i) First, costs of sale, including broker fees, escrow fees and property taxes; (ii) Second, payment of senior liens, if any; (iii) Third, the allowed amount of the Lender's secured claim split \$938,112.84 to the Lender directly out of escrow and \$35,000 for the benefit of the Debtor's bankruptcy estate other than the Lender; (iv) Fourth, payment of any junior lienholders and any claim of homestead exemption in their respective priorities; and (v) Fifth, the balance if any to the estate; and (d) Full releases to be exchanged

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, incorporated by Fed. R. Bankr. P. 7055, 9014(c). The default of the responding party is entered. The court considers the record,

accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

APPROVAL OF COMPROMISE

In determining whether to approve a compromise under Federal Rule of Bankruptcy Procedure 9019, the court determines whether the compromise was negotiated in good faith and whether the party proposing the compromise reasonably believes that the compromise is the best that can be negotiated under the facts. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). More than mere good faith negotiation of a compromise is required. The court must also find that the compromise is fair and equitable. *Id.* "Fair and equitable" involves a consideration of four factors: (i) the probability of success in the litigation; (ii) the difficulties to be encountered in collection; (iii) the complexity of the litigation, and expense, delay and inconvenience necessarily attendant to litigation; and (iv) the paramount interest of creditors and a proper deference to the creditors' expressed wishes, if any. *Id.* The party proposing the compromise bears the burden of persuading the court that the compromise is fair and equitable and should be approved. *Id.*

The movant requests approval of a compromise that settles the dispute described above. The compromise is reflected in the settlement agreement attached to the motion as an exhibit. Based on the motion and supporting papers, the court finds that the compromise presented for the court's approval is fair and equitable considering the relevant *A & C Properties* factors. The dispute consists of complex issues that would be timely and expensive to dispute. The settlement is in the best interest of creditors. The compromise or settlement will be approved.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Trustee's motion to approve a compromise has been presented to the court. Having considered the motion, oppositions, responses and replies, if any, and having heard oral argument presented at the hearing,

IT IS ORDERED that the motion is granted. The court hereby approves the compromise that is reflected in the settlement agreement attached to the motion as an exhibit and filed at docket no. 239.

8. [24-24120](#)-A-7 **IN RE: KRISTINA FLUETSCH**
[KMT-7](#)

MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION FOR
COMPENSATION FOR REED BLOCK REALTY, BROKER(S)
2-2-2026 [\[241\]](#)

GABRIEL HERRERA/ATTY. FOR MV.
DEBTOR DISCHARGED: 04/30/25

Tentative Ruling

Motion: Sell Real Property and Compensate Real Estate Broker
Notice: LBR 9014-1(f)(2); no written opposition required
Disposition: Granted
Order: Prepared by moving party

Property: 2722 Latham Drive, Sacramento, California
Buyer: Carrie C. Bentley
Sale Price: \$1,965,000.00
Sale Type: Private sale subject to overbid opportunity

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55(c), *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

SECTION 363(b)(1)

Section 363(b)(1) of Title 11 authorizes sales of property of the estate "other than in the ordinary course of business." 11 U.S.C. § 363(b)(1); *see also In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983) (requiring business justification). The moving party is the Chapter 7 trustee and liquidation of property of the estate is a proper purpose. *See* 11 U.S.C. § 704(a)(1). As a result, the court will grant the motion. The stay of the order provided by Federal Rule of Bankruptcy Procedure 6004(h) will be waived.

SALE FREE AND CLEAR UNDER § 363(f)(4)

The court takes judicial notice of the voluntary petition, schedules, and statements filed in this case, as well as judicial notice of their contents. Fed. R. Evid. 201. The contents of the schedules and statements are non-hearsay admissions of the debtors to the extent they are offered against the debtors in this matter. Fed. R. Evid. 801(d)(2)(A), (D).

The creditors Robert and Judith Dronberger have filed a stipulation consenting to the sale of the subject property free and clear of creditors' secured claim. Exhibits, ECF No. 250.

Since § 363(f)(2) relief is granted, the order shall state that the sale is free and clear of only the lien identified in this ruling and that such lien shall attach to the proceeds of the sale with the same priority and validity as it had before the sale. The order shall also include the following statement verbatim: "If the filing fee for the motion was deferred and if such fee remains unpaid at the time the order is submitted, then the trustee shall pay the fee for filing this motion to the Clerk of the Bankruptcy Court from the sale proceeds immediately after closing."

SECTION 330 (a)

Section 330(a) of Title 11 authorizes "reasonable compensation for actual, necessary services" rendered by a professional person employed under § 327 and "reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a). Reasonable compensation is determined by considering all relevant factors. See *id.* § 330(a)(3). The broker seeks to be paid 3% of the gross sale price which may be split with any buyer's broker. The court finds that the compensation sought is reasonable and will approve the application.

9. [24-24120](#)-A-7 **IN RE: KRISTINA FLUETSCH**
[KMT-8](#)

MOTION TO APPROVE STIPULATION RE: SALE
2-2-2026 [[247](#)]

GABRIEL HERRERA/ATTY. FOR MV.
DEBTOR DISCHARGED: 04/30/25

Tentative Ruling

Motion: Approve Compromise or Settlement of Controversy
Notice: LBR 9014-1(f)(2); no written opposition required
Disposition: Granted
Order: Civil minute order

Parties to Compromise: Trustee Nikki B. Farris; Robert J. Dronberger & Judith Ann Dronberger

Dispute Compromised: Sale of Property

Summary of Material Terms: 1) The Dronbergers consent to the sale of the subject property free and clear of creditor's secured claim pursuant to 11 U.S.C. § 363(f)(2); 2) the Dronbergers agree not to assert a secured claim against the subject property for purposes of the sale; 3) the Dronbergers agree that their proof of claim shall be amended to assert only a general unsecured claim.

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

APPROVAL OF COMPROMISE

In determining whether to approve a compromise under Federal Rule of Bankruptcy Procedure 9019, the court determines whether the compromise was negotiated in good faith and whether the party proposing the compromise reasonably believes that the compromise is the best that can be negotiated under the facts. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). More than mere good faith negotiation of a compromise is required. The court must also find that the compromise is fair and equitable. *Id.* "Fair and equitable" involves a consideration of four factors: (i) the probability of success in the litigation; (ii) the difficulties to be encountered in collection; (iii) the complexity of the litigation, and expense, delay and inconvenience necessarily attendant to litigation; and (iv) the paramount interest of creditors and a proper deference to the creditors' expressed wishes, if any. *Id.* The party proposing the compromise bears the burden of persuading the court that the compromise is fair and equitable and should be approved. *Id.*

The movant requests approval of a compromise that settles the dispute described above. The compromise is reflected in the settlement agreement attached to the motion as an exhibit. Based on the motion and supporting papers, the court finds that the compromise presented for the court's approval is fair and equitable considering the relevant *A & C Properties* factors. The settlement avoids complex and inconvenient litigation that would arise from litigating the issues. The agreement is in the best interest of creditors. The compromise or settlement will be approved.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Trustee's motion to approve a compromise has been presented to the court. Having considered the motion, oppositions, responses and replies, if any, and having heard oral argument presented at the hearing,

IT IS ORDERED that the motion is granted. The court hereby approves the compromise that is reflected in the settlement agreement attached to the motion as an exhibit and filed at docket no. 250.

10. [25-27021](#)-A-7 **IN RE: NATHAN/VALERIE WRIGHT**
[NF-1](#)

TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO APPEAR AT SEC.
341(A) MEETING OF CREDITORS
1-21-2026 [\[21\]](#)

Tentative Ruling

Motion: Dismiss Case and Extend Trustee's Deadlines

Notice: LBR 9014-1(f)(1); written opposition required or case dismissed without hearing

Disposition: Conditionally denied in part, granted in part

Order: Civil minute order

DISMISSAL

Chapter 7 debtors shall attend the § 341(a) meeting of creditors. 11 U.S.C. § 343. A continuing failure to attend this meeting may be cause for dismissal of the case. See 11 U.S.C. §§ 105(a), 343, 707(a); *In re Witkowski*, 523 B.R. 300, 307 n.8 (B.A.P. 1st Cir. 2014) ("Some courts have ruled that the failure to attend the § 341 meeting of creditors constitutes 'cause' for dismissal.").

In this case, the debtor has failed to appear at a scheduled meeting of creditors required by 11 U.S.C. § 341. Because the debtor's failure to attend this meeting has occurred once, the court will not dismiss the case on condition that the debtor attend the next creditors' meeting. But if the debtor does not appear at the continued meeting of creditors, the case will be dismissed on trustee's declaration without further notice or hearing.

EXTENSION OF DEADLINES

The court will grant the motion in part to the extent it asks for an extension of deadlines. The court extends the following deadlines to 60 days after the next continued date of the creditors' meeting: (1) the trustee and all creditors' deadline to object to discharge under § 727, see Fed. R. Bankr. P. 4004(a); and (2) the trustee and all creditors' deadline to bring a motion to dismiss under § 707(b) or (c) for abuse, other than presumed abuse, see Fed. R. Bankr. P. 1017(e). These deadlines are no longer set at 60 days after the first creditors' meeting.

CIVIL MINUTE ORDER

The court will issue a minute order that conforms substantially to the following form:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes of the hearing.

IT IS ORDERED that the Motion to Dismiss is denied on the condition that the debtor attend the next continued § 341(a) meeting of creditors scheduled for February 24, 2026, at 8:00 a.m. But if the debtor does not appear at this continued meeting, the case will be

dismissed on trustee's declaration without further notice or hearing.

IT IS ALSO ORDERED that following deadlines shall be extended to 60 days after the next continued date of the creditors' meeting: (1) the trustee and all creditors' deadline to object to discharge under § 727, see Fed. R. Bankr. P. 4004(a); and (2) the trustee and all creditors' deadline to bring a motion to dismiss under § 707(b) or (c) for abuse, other than presumed abuse, see Fed. R. Bankr. P. 1017(e).

11. [25-22024](#)-A-7 **IN RE: QUALITY SECURITY SERVICES, INC.**
[WGH-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-31-2025 [\[25\]](#)

STEPHAN BROWN/ATTY. FOR DBT.
WALTER HARPER/ATTY. FOR MV.
ABDULLAH AZIZI VS.

Tentative Ruling

Motion: Stay Relief to Pursue State-Court Litigation
Notice: LBR 9014-1(f) (1); written opposition filed
Disposition: Granted only to the extent specified in this ruling
Order: Civil minute order

Subject: Pending state-court litigation described in the motion

STAY RELIEF

Section 362(d) (1) authorizes stay relief for cause. Cause is determined on a case-by-case basis and may include the existence of litigation pending in a non-bankruptcy forum that should properly be pursued. *In re Tucson Estates, Inc.*, 912 F.2d 1162, 1169 (9th Cir. 1990).

The Ninth Circuit Bankruptcy Appellate Panel has "agree[d] that the *Curtis* factors are appropriate, nonexclusive, factors to consider in deciding whether to grant relief from the automatic stay to allow pending litigation to continue in another forum." *In re Kronemyer*, 405 B.R. 915, 921 (B.A.P. 9th Cir. 2009).

These factors include: "(1) whether relief would result in a partial or complete resolution of the issues; (2) lack of any connection with or interference with the bankruptcy case; (3) whether the other proceeding involves the debtor as a fiduciary; (4) whether a specialized tribunal with the necessary expertise has been established to hear the cause of action; (5) whether the debtor's insurer has assumed full responsibility for defending it; (6)

whether the action primarily involves third parties; (7) whether litigation in another forum would prejudice the interests of other creditors; (8) whether the judgment claim arising from the other action is subject to equitable subordination; (9) whether movant's success in the other proceeding would result in a judicial lien avoidable by the debtor; (10) the interests of judicial economy and the expeditious and economical resolution of litigation; (11) whether the parties are ready for trial in the other proceeding; and (12) impact of the stay on the parties and the balance of harms." *Sonnax Indus., Inc. v. TRI Component Prods. Corp. (In re Sonnax Indus., Inc.)*, 907 F.2d 1280, 1286 (2nd Cir. 1990) (citing *In re Curtis*, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984)).

Courts may consider whichever factors are relevant to the particular case. See *id.* (applying only four of the factors that were relevant in the case). The decision whether to lift the stay is within the court's discretion. *Id.*

Having considered the motion's well-pleaded facts, the court finds cause to grant stay relief subject to the limitations described in this ruling.

The moving party shall have relief from stay to pursue through judgment the pending state-court litigation identified in the motion. The moving party may also file post-judgment motions, and appeals. But no bill of costs may be filed without leave of this court, no attorney's fees shall be sought or awarded, and no action shall be taken to collect or enforce any judgment, except: (1) from applicable insurance proceeds; or (2) by filing a proof of claim in this court.

The motion will be granted to the extent specified herein, and the stay of the order provided by Federal Rule of Bankruptcy Procedure 4001(a)(3) will be waived. No other relief will be awarded.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Movant's motion for relief from the automatic stay has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the motion,

IT IS ORDERED that the motion is granted to the extent specified in this order. The automatic stay is vacated to allow the movant to pursue through judgment the pending state-court litigation described in the motion. The movant may also file post-judgment motions and appeals. But the movant shall not take any action to collect or enforce any judgment, or pursue costs or attorney's fees against the debtor, except (1) from applicable insurance proceeds; or (2) by filing a proof of claim in this case. The 14-day stay of the order

under Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived. No other relief is awarded.

12. [25-26024](#)-A-7 **IN RE: TIFFANY PELTON**
[TSP-2](#)

MOTION TO REDEEM
1-26-2026 [[38](#)]

TIFFANY PELTON/ATTY. FOR MV.

Final Ruling

Motion: Authorize Redemption of Tangible Personal Property

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted

Order: Prepared by moving party

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

Pursuant to § 722, an individual debtor in Chapter 7 may redeem tangible personal property from a lien on such property by paying the lienholder the amount of the allowed secured claim. 11 U.S.C. § 722. The tangible personal property must be "intended primarily for personal, family, or household use." *Id.*

Additionally, the property must have been exempted under § 522 or abandoned under § 554. *Id.* And the lien on the property must "secur[e] a "dischargeable consumer debt." *Id.*

The redemption price is the amount of the allowed secured claim, which amount is "determined based on the replacement value of such property as of the date of the filing of the petition without deduction for costs of sale or marketing." *Id.* § 506(a)(2).

The debtor requests authority to redeem tangible personal property, a 2017 Volvo, from the lien on such property. See Fed. R. Bankr. P. 6008. The property has been claimed exempt (or abandoned). The court values the property at the amount set forth in the motion, \$2,200.00. No party in interest has disputed whether the debt is dischargeable. The court will grant the motion and authorize the proposed redemption.

13. [22-90225](#)-A-7 **IN RE: AVINASH SINGH**
[GMR-3](#)

MOTION FOR COMPENSATION FOR GEOFFREY RICHARDS, CHAPTER 7
TRUSTEE(S)
1-6-2026 [\[215\]](#)

DAVID JOHNSTON/ATTY. FOR DBT.
DANIEL EGAN/ATTY. FOR MV.
DEBTOR DISCHARGED: 09/25/25

Final Ruling

Application: Final Allowance of Compensation and Expense
Reimbursement

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Approved

Order: Civil minute order

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this application was required not less than 14 days before the hearing on the application. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

COMPENSATION AND EXPENSES

A trustee's compensation is considered in accordance with §§ 326(a) and 330(a). In 2005, "Congress removed Chapter 7 trustees from the list of professionals subject to the Section 330(a)(3) factors. . . . [and] introduced a new provision to Section 330 requiring courts to treat the reasonable compensation awarded to trustees as a 'commission, based on Section 326.'" *Matter of JFK Capital Holdings, L.L.C.*, 880 F.3d 747, 752 (5th Cir. 2018) (quoting 11 U.S.C. § 330(a)(7)). "[A] trustee's request for compensation should be presumed reasonable as long as the amount requested does not exceed the statutory maximum calculated pursuant to § 326. [A]bsent extraordinary circumstances, bankruptcy courts should approve chapter 7, 12 and 13 trustee fees without any significant additional review. If the court has found that extraordinary circumstances are present, only then does it become appropriate to conduct a further inquiry to determine whether there exists a rational relationship between the compensation requested and the services rendered." *In re Ruiz*, 541 B.R. 892, 896 (B.A.P. 9th Cir. 2015) (second alteration in original) (citations omitted) (internal quotation marks omitted).

In short, § 330(a)(7) "treats the commission as a fixed percentage, using Section 326 not only as a maximum but as a baseline presumption for reasonableness in each case." *Matter of JFK Capital Holdings*, 880 F.3d at 755. This provision "is best understood as a directive to simply apply the formula of § 362 in every case." *Id.* at 753-54. The "reduction or denial of compensation . . . should be

a rare event" occurring only when truly exceptional circumstances are present. *Id.* at 756.

In this Chapter 7 case, the trustee has applied for an allowance of compensation and reimbursement of expenses. The court finds (1) that the compensation requested by the trustee is consistent with 11 U.S.C. § 326(a); (2) that no extraordinary circumstances are present in this case, see *In re Salgado-Nava*, 473 B.R. 911 (B.A.P. 9th Cir. 2012); and (3) that expenses for which reimbursement is sought are actual and necessary.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

The chapter 7 trustee's application for allowance of compensation and reimbursement of expenses has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the application,

IT IS ORDERED that the application is approved on a final basis. The court allows to the trustee compensation in the amount of \$17,000.00 and reimbursement of expenses in the amount of \$33.44.

IT IS FURTHER ORDERED that the trustee is authorized without further order of this court to pay from the estate the aggregate amount allowed by this order in accordance with the Bankruptcy Code and the distribution priorities of § 726.

14. [24-24825](#)-A-7 **IN RE: FRANK ANDUJO**
[EJB-1](#)

NOTICE OF INTENT TO SELL EQUITY IN ASSETS
6-17-2025 [[17](#)]

HARRY ROTH/ATTY. FOR DBT.
DEBTOR DISCHARGED: 01/30/25

No Ruling

15. [24-24825](#)-A-7 **IN RE: FRANK ANDUJO**
[EJB-1](#)

MOTION TO SELL
1-28-2026 [[36](#)]

HARRY ROTH/ATTY. FOR DBT.
ETHAN BIRNBERG/ATTY. FOR MV.
DEBTOR DISCHARGED: 01/30/25

No Ruling

16. [25-25925](#)-A-7 **IN RE: BAHANA NEZAMI AND MOHAMMAD POPAL**
[ICE-1](#)

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
1-10-2026 [[24](#)]

ANTHONY ROTHMAN/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.

Final Ruling

Objection: Objection to Claim of Exemptions
Notice: LBR 9014-1(f)(1); written opposition filed by debtor
Disposition: Overruled as moot
Order: Civil minute order

The Chapter 7 trustee objects to the debtor's claim of exemptions in bank accounts.

EXEMPTIONS IN BANKRUPTCY

"The bankruptcy estate consists of all legal and equitable interests of the debtor in property as of the date of the filing of the petition." *Ford v. Konnoff (In re Konnoff)*, 356 B.R. 201 (B.A.P. 9th Cir. 2006) (citing 11 U.S.C. § 541(a)(1)). A debtor may exclude exempt property from property of the estate. 11 U.S.C. § 522(b)(1).

AMENDED SCHEDULE C FILED

A new 30-day period for objecting to exemptions begins to run when an amendment to Schedule C is filed. Fed. R. Bankr. P. 4003(b)(1)

In this case the debtor filed an Amended Schedule C on February 11, 2026, ECF No. 33. As such a new 30-day period commences for parties to object to the debtor's new claim of exemptions.

Accordingly, the court will overrule the trustee's objection to exemptions as moot.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

The Chapter 7 trustee's Objection to the Debtor's Claim of Exemptions has been presented to the court. Having considered the objection together with papers filed in support and opposition, and having heard the arguments of counsel, if any,

IT IS ORDERED that the objection is overruled as moot.

17. [25-26627](#)-A-7 **IN RE: JOHNNY TOVAR**
[ICE-1](#)

TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO APPEAR AT SEC.
341(A) MEETING OF CREDITORS
1-2-2026 [\[26\]](#)

Tentative Ruling

Motion: Dismiss Case and Extend Trustee's Deadlines

Notice: LBR 9014-1(f)(1); written opposition required or case dismissed without hearing

Disposition: Conditionally denied in part, granted in part

Order: Civil minute order

DISMISSAL

Chapter 7 debtors shall attend the § 341(a) meeting of creditors. 11 U.S.C. § 343. A continuing failure to attend this meeting may be cause for dismissal of the case. See 11 U.S.C. §§ 105(a), 343, 707(a); *In re Witkowski*, 523 B.R. 300, 307 n.8 (B.A.P. 1st Cir. 2014) ("Some courts have ruled that the failure to attend the § 341 meeting of creditors constitutes 'cause' for dismissal.").

In this case, the debtor has failed to appear at a scheduled meeting of creditors required by 11 U.S.C. § 341. Because the debtor's failure to attend this meeting has occurred once, the court will not dismiss the case on condition that the debtor attend the next creditors' meeting. But if the debtor does not appear at the continued meeting of creditors, the case will be dismissed on trustee's declaration without further notice or hearing.

EXTENSION OF DEADLINES

The court will grant the motion in part to the extent it asks for an extension of deadlines. The court extends the following deadlines to 60 days after the next continued date of the creditors' meeting: (1) the trustee and all creditors' deadline to object to discharge under § 727, see Fed. R. Bankr. P. 4004(a); and (2) the trustee and all creditors' deadline to bring a motion to dismiss under § 707(b) or (c) for abuse, other than presumed abuse, see Fed. R. Bankr. P.

1017(e). These deadlines are no longer set at 60 days after the first creditors' meeting.

CIVIL MINUTE ORDER

The court will issue a minute order that conforms substantially to the following form:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes of the hearing.

IT IS ORDERED that the Motion to Dismiss is denied on the condition that the debtor attend the next continued § 341(a) meeting of creditors scheduled for February 17, 2026, at 1:00 p.m. But if the debtor does not appear at this continued meeting, the case will be dismissed on trustee's declaration without further notice or hearing.

IT IS ALSO ORDERED that following deadlines shall be extended to 60 days after the next continued date of the creditors' meeting: (1) the trustee and all creditors' deadline to object to discharge under § 727, see Fed. R. Bankr. P. 4004(a); and (2) the trustee and all creditors' deadline to bring a motion to dismiss under § 707(b) or (c) for abuse, other than presumed abuse, see Fed. R. Bankr. P. 1017(e).

18. [25-26930](#)-A-7 **IN RE: RODOLFO PADILLA**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
1-6-2026 [[12](#)]

SETH HANSON/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.
ACAR LEASING LTD VS.

Final Ruling

Motion: Stay Relief
Notice: LBR 9014-1(f)(1); written opposition required
Disposition: Granted
Order: Civil minute order

Subject: 2023 GMC Sierra
Cause: delinquent installment payments 3 months/\$2,885.24

These minutes constitute the court's findings of fact and conclusions of law required by Fed. R. Civ. P. 52(a), *incorporated* by Fed. R. Bankr. P. 7052, 9014(c). The findings of fact are as set forth above; the conclusions of law are as set forth below.

DEFAULT OF RESPONDENT

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

STAY RELIEF

"[A]fter notice and a hearing," the court may terminate, annul, modify or condition the stay: (1) "for cause, including the lack of adequate protection"; or (2) "with respect to a stay of an act against property [of the estate]" if the debtor lacks "equity" in that property and if that "property is not necessary for an effective reorganization." 11 U.S.C. § 362(d); *see also* Fed. R. Bankr. P. 4001(a)(1). The party seeking stay relief bears the burden of proof as to "the debtor's equity in the property" and on the validity and perfection of its security interest, as well as the amount of its debt. 11 U.S.C. § 362(g)(1); *In re Dahlquist*, 34 B.R. 476, 481 (Bankr. S.D. 1983). The party opposing stay relief, e.g., the debtor or Chapter 7 trustee, bears the burden of proof on all other issues. 11 U.S.C. § 362(g)(2).

Subsection (d)(1) of § 362 of Title 11 provides for relief from stay for "cause, including the lack of adequate protection of an interest in property of such party." 11 U.S.C. § 362(d)(1). The debtor bears the burden of proof. 11 U.S.C. § 362(g)(2). Adequate protection may consist of a lump sum cash payment or periodic cash payments to the entity entitled to adequate protection "to the extent that the stay . . . results in a decrease in the value of such entity's interest in property." 11 U.S.C. § 361(1). "An undersecured creditor is entitled to adequate protection only for the decline in the [collateral's] value *after* the bankruptcy filing." *See* Kathleen P. March, Hon. Alan M. Ahart & Janet A. Shapiro, *California Practice Guide: Bankruptcy* ¶ 8:1065.1 (rev. 2019) (citing *United Sav. Ass'n v. Timbers of Inwood Forest Assocs., Ltd.*, 484 U.S. 365, 370-73 (1988)); *see also In re Weinstein*, 227 BR 284, 296 (9th Cir. BAP 1998) ("Adequate protection is provided to safeguard the creditor against depreciation in the value of its collateral during the reorganization process"); *In re Deico Electronics, Inc.*, 139 BR 945, 947 (9th Cir. BAP 1992) ("Adequate protection payments compensate undersecured creditors for the delay bankruptcy imposes upon the exercise of their state law remedies").

The debtor is obligated to make debt payments to the moving party pursuant to a loan contract that is secured by a security interest in the debtor's vehicle described above. The debtor has defaulted on such loan with the moving party, and payments are past due. Vehicles depreciate over time and with usage. As a consequence, the moving party's interest in the vehicle is not being adequately protected due to the debtor's default. Further, the vehicle has already been repossessed by the creditor and debtor has stated they

do not intend to assume the lease in their statement of intention, ECF No. 1.

Cause exists to grant relief under § 362(d)(1). The motion will be granted, and the 14-day stay of Federal Rule of Bankruptcy Procedure 4001(a)(3) will be waived. No other relief will be awarded.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

ACAR Leasing's motion for relief from the automatic stay has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the motion,

IT IS ORDERED that the motion is granted. The automatic stay is vacated with respect to the property described in the motion, commonly known as 2023 GMC Sierra, as to all parties in interest. The 14-day stay of the order under Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived. Any party with standing may pursue its rights against the property pursuant to applicable non-bankruptcy law.

IT IS FURTHER ORDERED that no other relief is awarded. To the extent that the motion includes any request for attorney's fees or other costs for bringing this motion, the request is denied.

19. [25-24031](#)-A-7 **IN RE: YEVGENIY/OKSANA UTYUZH**
[EJB-1](#)

NOTICE OF INTENT TO SELL EQUITY IN ASSETS
9-12-2025 [[14](#)]

MARK SHMORGON/ATTY. FOR DBT.
DEBTORS DISCHARGED: 11/17/25

No Ruling

20. [25-24031](#)-A-7 **IN RE: YEVGENIY/OKSANA UTYUZH**
[EJB-1](#)

MOTION TO SELL
1-28-2026 [\[28\]](#)

MARK SHMORGON/ATTY. FOR DBT.
ETHAN BIRNBERG/ATTY. FOR MV.
DEBTORS DISCHARGED: 11/17/25

No Ruling

21. [25-24531](#)-A-7 **IN RE: LISA/SEAN BYRD**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY , AND/OR MOTION TO
CONFIRM TERMINATION OR ABSENCE OF STAY
1-16-2026 [\[34\]](#)

SHERYL ITH/ATTY. FOR MV.
DEBTORS DISCHARGED: 12/02/25
FLAGSHIP CREDIT ACCEPTANCE LLC VS.

Tentative Ruling

Motion: Confirm Absence of Automatic Stay

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Denied as moot in part, granted in part

Order: Civil minute order

Previous Case: Lisa Lynn Byrd and Sean J Byrd (25-24166)

-Date filed: August 8, 2025

-Date dismissed: August 19, 2025

Present Case:

-Date filed: August 26, 2025

-Deadline for hearing on motion to extend stay: September 25, 2025

-Motion to extend stay: not filed

These minutes constitute the court's findings of fact and conclusions of law required by Fed. R. Civ. P. 52(a), *incorporated* by Fed. R. Bankr. P. 7052, 9014(c). The findings of fact are as set forth above; the conclusions of law are as set forth below.

DEFAULT OF RESPONDENT

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated* by Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true.

TeleVideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917-18 (9th Cir. 1987).

CONFIRMATION OF THE STAY'S TERMINATION

As to the Debtor

The motion will be denied in part as moot to the extent it seeks stay relief as to the debtor. The stay that protects the debtor terminates at the entry of discharge. 11 U.S.C. § 362(c)(2). In this case, discharge has been entered. As a result, the motion will be denied as moot as to the debtor.

As to the Estate

If a debtor who files a petition has had one bankruptcy case pending within the preceding one-year period that was dismissed, then the automatic stay terminates with respect to the debtor on the 30th day after the filing of the later case, unless the stay is extended. 11 U.S.C. § 362(c)(3)(A). Upon request of a party in interest, the court may extend the automatic stay where the debtor has had one previous bankruptcy case that was pending within the 1-year period prior to the filing of the current bankruptcy case but was dismissed. See *id.* § 362(c)(3)(B). And a party in interest may request an order confirming that no stay is in effect. *Id.* § 362(j) (authorizing the court to issue orders confirming the termination of the automatic stay). In this case, the debtor has had 1 case pending within the preceding 1-year period that was dismissed. More than 30 days have passed since the petition date. The stay has terminated.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Movant's motion to confirm the termination of the stay has been presented to the court. Having considered the motion, oppositions, responses and replies, if any, and having heard oral argument presented at the hearing,

IT IS ORDERED that the motion is granted in part and denied as moot in part. Relief from the automatic stay as to the interest of the debtor in such property is denied as moot given the entry of the discharge in this case. 11 U.S.C. § 362(c)(2)(C).

IT IS ORDERED that the motion is granted in part as to the estate. The court hereby confirms that the automatic stay is not in effect in this case.

22. [22-20832](#)-A-7 **IN RE: DANIEL STEWART**
[GMR-2](#)

MOTION FOR ADMINISTRATIVE EXPENSES
1-6-2026 [\[146\]](#)

DANA SUNTAG/ATTY. FOR MV.
DEBTOR DISCHARGED: 06/02/23

Tentative Ruling

Motion: Allow Administrative Expense [Estate Taxes]
Notice: LBR 9014-1(f)(2); no written opposition required
Disposition: Granted
Order: Civil minute order

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

ALLOWANCE OF ADMINISTRATIVE EXPENSE

"Subject to limited exceptions, a trustee must pay the taxes of the estate on or before the date they come due, 28 U.S.C. § 960(b), even if no request for administrative expenses is filed by the tax authorities, 11 U.S.C. § 503(b)(1)(D), and the trustee must insure that 'notice and a hearing' have been provided before doing so, see *id.* § 503(b)(1)(B). The hearing requirement insures that interested parties . . . have an opportunity to contest the amount of tax paid before the estate's funds are diminished, perhaps irretrievably." *In re Cloobek*, 788 F.3d 1243, 1246 (9th Cir. 2015).

Creditors and parties in interest have had an opportunity to contest the allowance and amount of the estate taxes in this case. No objection has been made. Accordingly, \$12,750.00 due to the Internal Revenue Service and \$4,500.00 due to the Franchise Tax Board shall be allowed as an administrative expense under 11 U.S.C. § 503(b)(1)(B).

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

The debtor in possession's motion for allowance of administrative expense has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the motion,

IT IS ORDERED that the motion is granted. The court allows taxes of \$12,750.00 due to the Internal Revenue Service and \$4,500.00 due to the Franchise Tax Board as an administrative expense under 11 U.S.C. § 503(b) (1) (B).

23. [25-26832](#)-A-7 **IN RE: JERRICA PRICE**
[JCW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
1-12-2026 [[13](#)]

MIKALAH LIVIAKIS/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.
FORD MOTOR CREDIT COMPANY LLC VS.
TRUSTEE NON-OPPOSITION

Final Ruling

Motion: Stay Relief

Notice: LBR 9014-1(f) (1); written opposition required

Disposition: Granted

Order: Civil minute order

Subject: 2023 Lincoln Corsair

Value of Collateral: \$34,782.00

Aggregate of Liens: \$52,726.13

These minutes constitute the court's findings of fact and conclusions of law required by Fed. R. Civ. P. 52(a), *incorporated* by Fed. R. Bankr. P. 7052, 9014(c). The findings of fact are as set forth above; the conclusions of law are as set forth below.

DEFAULT OF RESPONDENT

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f) (1) (B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

STAY RELIEF

"[A]fter notice and a hearing," the court may terminate, annul, modify or condition the stay: (1) "for cause, including the lack of adequate protection"; or (2) "with respect to a stay of an act against property [of the estate]" if the debtor lacks "equity" in that property and if that "property is not necessary for an effective reorganization." 11 U.S.C. § 362(d); *see also* Fed. R. Bankr. P. 4001(a) (1). The party seeking stay relief bears the burden of proof as to "the debtor's equity in the property" and on

the validity and perfection of its security interest, as well as the amount of its debt. 11 U.S.C. § 362(g) (1); *In re Dahlquist*, 34 B.R. 476, 481 (Bankr. S.D. 1983). The party opposing stay relief, e.g., the debtor or Chapter 7 trustee, bears the burden of proof on all other issues. 11 U.S.C. § 362(g) (2).

Section 362(d) (2) authorizes stay relief if the debtor lacks equity in the property and the property is not necessary to an effective reorganization. 11 U.S.C. § 362(d) (2). Chapter 7 is a mechanism for liquidation, not reorganization, and, therefore, property of the estate is never necessary for reorganization. *In re Casgul of Nevada, Inc.*, 22 B.R. 65, 66 (B.A.P. 9th Cir. 1982).

In this case, the aggregate amount due all liens exceeds the value of the collateral and the debtor has no equity in the property. As a consequence, the motion will be granted, and the 14-day stay of Federal Rule of Bankruptcy Procedure 4001(a) (3) will be waived. No other relief will be awarded.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Ford Motor Credit Company's motion for relief from the automatic stay has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the motion,

IT IS ORDERED that the motion is granted. The automatic stay is vacated with respect to the property described in the motion, commonly known as 2023 Lincoln Corsair, as to all parties in interest. The 14-day stay of the order under Federal Rule of Bankruptcy Procedure 4001(a) (3) is waived. Any party with standing may pursue its rights against the property pursuant to applicable non-bankruptcy law.

IT IS FURTHER ORDERED that no other relief is awarded. To the extent that the motion includes any request for attorney's fees or other costs for bringing this motion, the request is denied.

24. [16-90434](#)-A-7 **IN RE: DANIEL TEGTMEYER**
[KMT-4](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH A PRODUCT MANUFACTURER
1-15-2026 [\[48\]](#)

CHRISTIAN YOUNGER/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.
DEBTOR DISCHARGED: 09/26/16

Final Ruling

Matter: (1) Motion to Approve Compromise; and (2) Application for Allowance of Compensation and Expense Reimbursement
Notice: LBR 9014-1(f)(1); written opposition required
Disposition: (1) Motion to approve compromise granted; and (2) Application for compensation and expense reimbursement approved
Order: Civil minute order

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion and application was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

COMPROMISE

In determining whether to approve a compromise under Federal Rule of Bankruptcy Procedure 9019, the court determines whether the compromise was negotiated in good faith and whether the party proposing the compromise reasonably believes that the compromise is the best that can be negotiated under the facts. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). More than mere good faith negotiation of a compromise is required. The court must also find that the compromise is fair and equitable. *Id.* "Fair and equitable" involves a consideration of four factors: (i) the probability of success in the litigation; (ii) the difficulties to be encountered in collection; (iii) the complexity of the litigation, and expense, delay and inconvenience necessarily attendant to litigation; and (iv) the paramount interest of creditors and a proper deference to the creditors' expressed wishes, if any. *Id.* The party proposing the compromise bears the burden of persuading the court that the compromise is fair and equitable and should be approved. *Id.*

The movant requests approval of a compromise that settles a dispute between the debtor and a product manufacturer. The compromise is summarized in the motion, ECF No. 48. Based on the motion and supporting papers, the court finds that the compromise presented for the court's approval is fair and equitable considering the relevant *A & C Properties* factors. While the trustee believes she would be successful in litigation, there would still be risks that

could cause the litigation to be unsuccessful for the trustee. This factor weighs in favor of compromise. The compromise would also be in the best interest of creditors and would remove the expense and inconvenience of litigation. The compromise or settlement will be approved.

COMPENSATION AND EXPENSES

In this Chapter 7 case the trustee has applied for an allowance of final compensation and reimbursement of expenses for Tracey Fox & Walters, special counsel for the trustee. The compensation and expenses requested are based on a contingent fee approved pursuant to §328(a) of the Bankruptcy Code. The applicant requests that the court allow compensation in the amount of \$37,804.46 and reimbursement of expenses in the amount of \$895.14.

"Section 328(a) permits a professional to have the terms and conditions of its employment pre-approved by the bankruptcy court, such that the bankruptcy court may alter the agreed-upon compensation only 'if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.' In the absence of preapproval under § 328, fees are reviewed at the conclusion of the bankruptcy proceeding under a reasonableness standard pursuant to 11 U.S.C. § 330(a)(1)." *In re Circle K Corp.*, 279 F.3d 669, 671 (9th Cir. 2002) (footnote omitted) (quoting 11 U.S.C. § 328(a)). "Under section 328, where the bankruptcy court has previously approved the terms for compensation of a professional, when the professional ultimately applies for payment, the court cannot alter those terms unless it finds the original terms to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions." *Pitrat v. Reimers (In re Reimers)*, 972 F.2d 1127, 1128 (9th Cir. 1992) (internal quotation marks omitted).

The court finds that the compensation and expenses sought are reasonable, and the court will approve the application on a final basis.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Trustee's motion to approve the present compromise and application for allowance of final compensation and reimbursement of expenses have been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the application,

IT IS ORDERED that the motion is granted. The court hereby approves the compromise that has been summarized within the motion, ECF No. 48.

IT IS FURTHER ORDERED that the application for compensation and reimbursement of expenses is approved on a final basis. The court allows final compensation in the amount of \$37,804.46 and reimbursement of expenses in the amount of \$895.14.

IT IS FURTHER ORDERED that the trustee is authorized without further order of this court to pay immediately from the estate the aggregate amount of compensation and expenses allowed by this order in accordance with the Bankruptcy Code and the distribution priorities of § 726.

25. [25-22734](#)-A-7 **IN RE: SABINA TORRES**
[EJB-1](#)

MOTION TO SELL
1-28-2026 [[29](#)]

PAULDEEP BAINS/ATTY. FOR DBT.
ETHAN BIRNBERG/ATTY. FOR MV.
DEBTOR DISCHARGED: 09/08/25

No Ruling

26. [25-22734](#)-A-7 **IN RE: SABINA TORRES**
[EJB-1](#)

NOTICE OF INTENT TO SELL EQUITY IN ASSETS
12-16-2025 [[18](#)]

PAULDEEP BAINS/ATTY. FOR DBT.
DEBTOR DISCHARGED: 09/08/25
DEBTOR NON-OPPOSITION

No Ruling

27. [24-24836](#)-A-7 **IN RE: STEVEN/SYLIVIA TOLKAN**
[EJB-1](#)

MOTION TO SELL
1-28-2026 [[98](#)]

ROBERT GOLDSTEIN/ATTY. FOR DBT.
ETHAN BIRNBERG/ATTY. FOR MV.
DEBTORS DISCHARGED: 07/24/25

No Ruling

28. [24-24836](#)-A-7 **IN RE: STEVEN/SYLIVIA TOLKAN**
[EJB-1](#)

NOTICE OF INTENT TO SELL EQUITY IN ASSETS
7-25-2025 [[83](#)]

ROBERT GOLDSTEIN/ATTY. FOR DBT.
DEBTORS DISCHARGED: 07/24/25

No Ruling

29. [25-22436](#)-A-7 **IN RE: DYKSTRA ENTERPRISES, INC.**
[KMT-3](#)

MOTION TO EMPLOY WEST AUCTIONS, INC. AS AUCTIONEER,
AUTHORIZING SALE OF PROPERTY AT PUBLIC AUCTION AND
AUTHORIZING PAYMENT OF AUCTIONEER FEES AND EXPENSES
1-22-2026 [[35](#)]

PETER MACALUSO/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.

Final Ruling

Motion: Sell Property and Employ and Compensate Auctioneer

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted

Order: Prepared by moving party

Property: (1) 2017 Diamond C Roadclipper Trailer; (2) 2018 Wylie Water Buggy Trailer; (3) 2019 Diamond C Tilt Trailer; (4) 2017 Diamond C MAXXD Utility Trailer; and (5) Blue Water Trailer

Sale Type: Public auction

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55(c), *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been

filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

SECTION 363(b) SALE

Section 363(b)(1) of Title 11 authorizes sales of property of the estate "other than in the ordinary course of business." 11 U.S.C. § 363(b)(1); see also *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983) (requiring business justification). The moving party is the Chapter 7 trustee and liquidation of property of the estate is a proper purpose. See 11 U.S.C. § 704(a)(1). As a result, the court will grant the motion. The stay of the order provided by Federal Rule of Bankruptcy Procedure 6004(h) will be waived.

SECTION 328(a) EMPLOYMENT AND COMPENSATION

The Chapter 7 trustee may employ an auctioneer that does not hold or represent an interest adverse to the estate and that is disinterested. 11 U.S.C. §§ 101(14), 327(a). The auctioneer satisfies the requirements of § 327(a), and the court will approve the auctioneer's employment.

Federal Rule of Bankruptcy Procedure 6005, moreover, requires the court to "fix the amount or rate of compensation" whenever the court authorizes the employment of an auctioneer. Section 328(a) authorizes employment of a professional on any reasonable terms and conditions of employment. Such reasonable terms include a fixed or percentage fee basis. The commission for the auctioneer will be 15% commission which will be deducted from the gross sale proceeds. The auctioneer will also be entitled to reimbursement of any expenses incurred in preparing for and conducting the auction not to exceed \$6,000. The court finds that the compensation sought is reasonable and will approve the application.

30. [25-26936](#)-A-7 **IN RE: THERAPEUTIC EXERCISE DESIGN & DEVELOPMENT, INC.**
[GAC-1](#)

CONTINUED MOTION TO CONVERT CASE FROM CHAPTER 7 TO CHAPTER
11
1-6-2026 [\[19\]](#)

DAVID MEDBY/ATTY. FOR DBT.
RESPONSIVE PLEADING

No Ruling

31. [24-25338](#)-A-7 **IN RE: WIMPY'S CALIFORNIA DELTA RESORT,**
LLC
[MB-12](#)

MOTION TO SELL AND/OR MOTION FOR COMPENSATION FOR LICENSE
LOCATORS, INC., BROKER(S)
1-16-2026 [[150](#)]

PETER MACALUSO/ATTY. FOR DBT.
HAGOP BEDOYAN/ATTY. FOR MV.
CASE CONVERTED: 02/05/25

Tentative Ruling

Motion: Sell Real Property and Compensate Real Estate Broker
Notice: LBR 9014-1(f)(1); written opposition required
Disposition: Granted
Order: Prepared by moving party

Property: Type 47 San Joaquin County Liquor License No. 47-592423
Buyer: Barr Seco, LLC
Sale Price: \$33,000.00
Sale Type: Private sale subject to overbid opportunity

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55(c), *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

SALE PURSUANT TO 363(b)

Section 363(b)(1) of Title 11 authorizes sales of property of the estate "other than in the ordinary course of business." 11 U.S.C. § 363(b)(1); *see also In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983) (requiring business justification). The moving party is the Chapter 7 trustee and liquidation of property of the estate is a proper purpose. *See* 11 U.S.C. § 704(a)(1). As a result, the court will grant the motion. The stay of the order provided by Federal Rule of Bankruptcy Procedure 6004(h) will be waived.

COMPENSATION

Section 330(a) of Title 11 authorizes "reasonable compensation for actual, necessary services" rendered by a professional person employed under § 327 and "reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a). Reasonable compensation is determined by considering all relevant factors. *See id.* § 330(a)(3). The trustee is requesting the broker's commission to be 10% of the gross sale price, or \$3,300.00. The court finds that the compensation sought is reasonable and will approve the application.

32. [25-27139](#)-A-7 **IN RE: SHARIQ KHAN**

CONTINUED ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT
INFORMATION IN PACER
1-6-2026 [[13](#)]

CLIFFORD CHIGBU/ATTY. FOR DBT.

No Ruling

33. [25-26743](#)-A-7 **IN RE: RINEH MUQATASH**
[BLG-1](#)

MOTION TO AVOID LIEN OF AMIT KEDIA
1-29-2026 [[14](#)]

CHAD JOHNSON/ATTY. FOR DBT.

Final Ruling

Motion: Avoid Lien that Impairs Exemption

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted

Order: Prepared by moving party

Subject: 1148 Tulare Dr. Vacaville, California

Judicial Lien Avoided: Amit Kedia (\$303,753.89)

All Other Liens:

- Deed of Trust - Select Portfolio Servicing (\$543,400.00)

Judicial Lien- Persolve, LLC (\$9,470.43)

Exemption: \$595,500.00

Value of Property: \$543,400.00

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

LIEN-AVOIDANCE STANDARDS

Section 522(f) of the Bankruptcy Code authorizes the court to avoid a lien "on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled." 11 U.S.C. § 522(f)(1). There are four elements to avoidance of a lien that impairs an exemption: (1) there must be an exemption to which the debtor would have been entitled; (2) the

property must be listed on the schedules and claimed as exempt; (3) the lien must impair the exemption claimed; and (4) the lien must be a judicial lien or nonpossessory, nonpurchase-money security interest in property described in § 522(f)(1)(B). *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003). Impairment is statutorily defined: a lien impairs an exemption "to the extent that the sum of - (i) the lien; (ii) all other liens on the property; and (iii) the amount of the exemption that the debtor could claim if there were no liens on the property; exceeds the value that the debtor's interest in the property would have in the absence of any liens." 11 U.S.C. § 522(f)(2)(A).

REVERSE-PRIORITY ANALYSIS

In cases in which there are multiple liens to be avoided, the liens must be avoided in the reverse order of their priority. See *In re Meyer*, 373 B.R. 84, 87-88 (B.A.P. 9th Cir. 2007). "[L]iens already avoided are excluded from the exemption-impairment calculation with respect to other liens." *Id.*; 11 U.S.C § 522(f)(2)(B).

The liens against the subject real property, listed in the reverse order of their priority are: (i) Persolve, LLC, and (ii) Amit Kedia. The court takes judicial notice of other motions on this calendar that request avoidance of other judicial liens against the subject real property in this matter. Fed. R. Evid. 201. The debtor has claimed a \$595,500.00 exemption in the property.

Excluding all liens against the subject real property that are lower in priority than respondent's lien, the moving party is entitled to relief. The total of the judicial lien, all other liens except junior judicial liens, plus the exemption amount equals approximately \$1,442,653.89. The value of the property is \$543,400.00. The respondent's judicial lien, all other liens (except junior judicial liens), and the exemption amount together exceed the property's value by an amount greater than or equal to the judicial lien. As a result, the respondent's judicial lien will be avoided entirely.

34. [25-26743](#)-A-7 **IN RE: RINEH MUQATASH**
[BLG-2](#)

MOTION TO AVOID LIEN OF PERSOLVE, LLC
2-2-2026 [\[19\]](#)

CHAD JOHNSON/ATTY. FOR DBT.

Final Ruling

Motion: Avoid Lien that Impairs Exemption

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted

Order: Prepared by moving party

Subject: 1148 Tulare Dr. Vacaville, California

Judicial Lien Avoided: Persolve, LLC (\$9,470.43)

All Other Liens:

- Deed of Trust - Select Portfolio Servicing (\$543,400.00)

Judicial Lien- Amit Kedia (\$303,753.89)

Exemption: \$595,500.00

Value of Property: \$543,400.00

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

LIEN-AVOIDANCE STANDARDS

Section 522(f) of the Bankruptcy Code authorizes the court to avoid a lien "on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled." 11 U.S.C. § 522(f)(1). There are four elements to avoidance of a lien that impairs an exemption: (1) there must be an exemption to which the debtor would have been entitled; (2) the property must be listed on the schedules and claimed as exempt; (3) the lien must impair the exemption claimed; and (4) the lien must be a judicial lien or nonpossessory, nonpurchase-money security interest in property described in § 522(f)(1)(B). *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003). Impairment is statutorily defined: a lien impairs an exemption "to the extent that the sum of - (i) the lien; (ii) all other liens on the property; and (iii) the amount of the exemption that the debtor could claim if there were no liens on the property; exceeds the value that the debtor's interest in the property would have in the absence of any liens." 11 U.S.C. § 522(f)(2)(A).

REVERSE-PRIORITY ANALYSIS

In cases in which there are multiple liens to be avoided, the liens must be avoided in the reverse order of their priority. See *In re Meyer*, 373 B.R. 84, 87-88 (B.A.P. 9th Cir. 2007). “[L]iens already avoided are excluded from the exemption-impairment calculation with respect to other liens.” *Id.*; 11 U.S.C § 522(f)(2)(B).

The liens against the subject real property, listed in the reverse order of their priority are: (i) Persolve, LLC, and (ii) Amit Kedia. The court takes judicial notice of other motions on this calendar that request avoidance of other judicial liens against the subject real property in this matter. Fed. R. Evid. 201. The debtor has claimed a \$595,500.00 exemption in the property.

Excluding all liens against the subject real property that are lower in priority than respondent’s lien, the moving party is entitled to relief. The total of the judicial lien, all other liens except junior judicial liens, plus the exemption amount equals approximately \$1,452,124.32. The value of the property is \$543,400.00. The respondent’s judicial lien, all other liens (except junior judicial liens), and the exemption amount together exceed the property’s value by an amount greater than or equal to the judicial lien. As a result, the respondent’s judicial lien will be avoided entirely.

35. [24-25744](#)-A-7 **IN RE: LAURA ARDEN**
[EJB-1](#)

MOTION TO SELL
1-28-2026 [[47](#)]

NIKKI FARRIS/ATTY. FOR DBT.
ETHAN BIRNBERG/ATTY. FOR MV.
DEBTOR DISCHARGED: 08/28/25

No Ruling

36. [24-25744](#)-A-7 **IN RE: LAURA ARDEN**
[EJB-1](#)

NOTICE OF INTENT TO SELL EQUITY IN ASSETS
2-27-2025 [[16](#)]

NIKKI FARRIS/ATTY. FOR DBT.
DEBTOR DISCHARGED: 08/28/25

No Ruling

37. [24-20845](#)-A-7 **IN RE: GURPREET MATTU AND RAMANDIP BASSI**
[KMT-4](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF KRONICK,
MOSKOVITZ, TIEDEMANN & GIRARD FOR GABRIEL P. HERRERA,
TRUSTEES ATTORNEY(S)
1-22-2026 [[54](#)]

ROBERT GIMBLIN/ATTY. FOR DBT.
DEBTORS DISCHARGED: 07/01/24

Final Ruling

Application: Allowance of First and Final Compensation and Expense Reimbursement

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Approved

Order: Civil minute order

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this application was required not less than 14 days before the hearing on the application. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

COMPENSATION AND EXPENSES

In this Chapter 7 case, Gabriel Herrera, counsel for the trustee, has applied for an allowance of final compensation and reimbursement of expenses. The applicant requests that the court allow compensation in the amount of \$4,265.00 and reimbursement of expenses in the amount of \$223.89.

Section 330(a) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services" rendered by a trustee, examiner or professional person employed under § 327 or § 1103 and "reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a)(1). Reasonable compensation is determined by considering all relevant factors. See *id.* § 330(a)(3).

The court finds that the compensation and expenses sought are reasonable, and the court will approve the application on a final basis.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Attorney Herrera's application for allowance of final compensation and reimbursement of expenses has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the application,

IT IS ORDERED that the application is approved on a final basis. The court allows final compensation in the amount of \$4,265.00 and reimbursement of expenses in the amount of \$223.89.

IT IS FURTHER ORDERED that the trustee is authorized without further order of this court to pay from the estate the aggregate amount allowed by this order in accordance with the Bankruptcy Code and the distribution priorities of § 726.

38. [25-26947](#)-A-7 **IN RE: LORENZO/YALIAH PEREZ**
[JCW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
1-14-2026 [\[13\]](#)

SETH HANSON/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.
CENLAR FSB VS.
TRUSTEE NON-OPPOSITION

Final Ruling

Motion: Stay Relief

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted

Order: Civil minute order

Subject: 2398 Kennington Cove, Deland, Florida

Value of Collateral: \$401,000.00

Aggregate of Liens: \$448,866.94

These minutes constitute the court's findings of fact and conclusions of law required by Fed. R. Civ. P. 52(a), *incorporated* by Fed. R. Bankr. P. 7052, 9014(c). The findings of fact are as set forth above; the conclusions of law are as set forth below.

DEFAULT OF RESPONDENT

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

STAY RELIEF

"[A]fter notice and a hearing," the court may terminate, annul, modify or condition the stay: (1) "for cause, including the lack of adequate protection"; or (2) "with respect to a stay of an act against property [of the estate]" if the debtor lacks "equity" in that property and if that "property is not necessary for an effective reorganization." 11 U.S.C. § 362(d); see also Fed. R. Bankr. P. 4001(a)(1). The party seeking stay relief bears the burden of proof as to "the debtor's equity in the property" and on the validity and perfection of its security interest, as well as the amount of its debt. 11 U.S.C. § 362(g)(1); *In re Dahlquist*, 34 B.R. 476, 481 (Bankr. S.D. 1983). The party opposing stay relief, e.g., the debtor or Chapter 7 trustee, bears the burden of proof on all other issues. 11 U.S.C. § 362(g)(2).

Section 362(d)(2) authorizes stay relief if the debtor lacks equity in the property and the property is not necessary to an effective reorganization. 11 U.S.C. § 362(d)(2). Chapter 7 is a mechanism for liquidation, not reorganization, and, therefore, property of the estate is never necessary for reorganization. *In re Casgul of Nevada, Inc.*, 22 B.R. 65, 66 (B.A.P. 9th Cir. 1982). In this case, the aggregate amount due all liens exceed the value of the collateral and the debtor has no equity in the property. The motion will be granted, and the 14-day stay of Federal Rule of Bankruptcy Procedure 4001(a)(3) will be waived. No other relief will be awarded.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Centlar FSB's motion for relief from the automatic stay has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the motion,

IT IS ORDERED that the motion is granted. The automatic stay is vacated with respect to the property described in the motion, commonly known as 2398 Kennington Cove, Deland, Florida, as to all parties in interest. The 14-day stay of the order under Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived. Any party with standing may pursue its rights against the property pursuant to applicable non-bankruptcy law.

IT IS FURTHER ORDERED that no other relief is awarded. To the extent that the motion includes any request for attorney's fees or other costs for bringing this motion, the request is denied.

39. [24-21149](#)-A-7 **IN RE: ELLEN ST. CLAIR**
[DCJ-2](#)

CONTINUED MOTION TO AVOID LIEN OF MS SERVICES, LLC
1-6-2026 [\[49\]](#)

DAVID JOHNSTON/ATTY. FOR DBT.
DEBTOR DISCHARGED: 07/30/24

Tentative Ruling

Motion: Avoid Lien that Impairs Exemption
Notice: Continued from January 20, 2026
Disposition: Granted in part, denied in part
Order: Prepared by moving party

Subject: 1360 Shady Lane, Apt. 1022, Turlock, California

Judicial Lien Avoided: \$69,042.31 (MS Services, LLC)

All Other Liens:

-[Deed of Trust] \$210,716.00 (Roundpoint Mortgage Servicing)
-[Judgment Lien] \$13,000.00 (Balboa Park Condominium Owners Assoc.)

Exemption: \$33,566.00

Value of Property: \$310,000.00

AVOIDING LIENS ON CO-OWNED PROPERTY

If a debtor who co-owns a fractional interest in property moves to avoid the judicial lien on the property under § 522(f), then the court applies a common sense approach that varies somewhat from a strict mechanical application of the formula under § 522(f)(2)(A). "Under this approach, one nets out consensual liens against the entire fee in co-owned property before determining the value of a debtor's fractional interest and excludes those liens from the calculation of 'all other liens on the property' under § 522(f)(2)(A)(ii)." *All Points Capital Corp. v. Meyer (In re Meyer)*, 373 B.R. 84, 90 (B.A.P. 9th Cir. 2007).

In this case, the responding party holds a judicial lien on the moving party's real property for which an exemption has been claimed. The moving party co-owns the real property with a non-debtor party and holds a fractional one-half] interest in the property.

The jointly owned value of the entire fee interest in the property equals \$310,000.00. To calculate the value of the moving party's fractional interest in the property in the absence of liens, the court first deducts consensual lien debt of \$210,716.00 from the jointly owned value of the entire fee interest in the property, which yields a net co-owned equity of \$99,284.00. Multiplying this net co-owned equity by one-half shows that the value of the moving party's fractional interest in the absence of liens is \$49,642.00.

Adding together the judicial lien, plus all other liens excluding the consensual liens already deducted from the property's

value, plus the exemption amount equals a sum of \$115,608.31. This sum minus the value of the moving party's fractional interest in the property equals \$65,966.31.

The motion is granted in part and denied in part because the responding party's judicial lien, all other liens except consensual liens, and the exemption amount together do not exceed the value of the moving party's fractional interest in the property by an amount equal to the entire debt secured by the responding party's lien. The extent of the responding party's lien avoided is \$65,966.31 and the extend not avoided is \$3,076.00.

40. [25-25350](#)-A-7 **IN RE: DOMOSSIE SCOGGINS**
[SSH-1](#)

MOTION TO AVOID LIEN OF MERCO CREDIT UNION
2-6-2026 [\[16\]](#)

SIMRAN HUNDAL/ATTY. FOR DBT.
DEBTOR DISCHARGED: 01/12/26

Tentative Ruling

Motion: Avoid Lien that Impairs Exemption

Notice: LBR 9014-1(f) (2); no written opposition required

Disposition: Granted

Order: Prepared by moving party

Judicial Lien Avoided: \$9,826.93 (Merco Credit Union)

All Other Liens:

- [Deed of Trust] \$319,166.00

Exemption: \$475,000.00

Value of Property: \$421,214.00

The debtor seeks an order avoiding the judicial lien of creditor Merco Credit Union under 11 U.S.C. § 522(f).

LIEN AVOIDANCE

Section 522(f) of the Bankruptcy Code authorizes the court to avoid a lien "on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled." 11 U.S.C. § 522(f) (1). There are four elements to avoidance of a lien that impairs an exemption: (1) there must be an exemption to which the debtor would have been entitled; (2) the property must be listed on the schedules and claimed as exempt; (3) the lien must impair the exemption claimed; and (4) the lien must be a judicial lien or nonpossessory, nonpurchase-money security interest in property described in § 522(f) (1) (B). *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003). Impairment is statutorily defined: a lien impairs an exemption "to the extent that the sum of - (i) the lien; (ii) all other liens on the property; and (iii) the amount of the exemption

that the debtor could claim if there were no liens on the property; exceeds the value that the debtor's interest in the property would have in the absence of any liens." 11 U.S.C. § 522(f) (2) (A).

The responding party's judicial lien, all other liens, and the exemption amount together totals \$803,992.93 which exceeds the property's value of \$421,214.00 by an amount greater than or equal to the judicial lien of \$9,826.93. As a result, the responding party's judicial lien will be avoided entirely.

41. [23-22960](#)-A-7 **IN RE: LORRIE BARNES**
[ICE-1](#)

MOTION TO EMPLOY WEST AUCTIONS, INC. AS AUCTIONEER(S)
1-24-2026 [\[79\]](#)

LE'ROY ROBERSON/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.
DEBTOR DISCHARGED: 12/31/25
CASE CONVERTED: 09/24/25

Final Ruling

Application: Approval of Employment

Notice: LBR 9014-1(f) (1); written opposition required

Disposition: Approved

Order: Prepared by applicant pursuant to the instructions below

Unopposed applications are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f) (1) (B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

The court may approve employment of professional persons who "do not hold or represent an interest adverse to the estate, and that are disinterested persons." 11 U.S.C. § 327(a); *see also id.* § 101(14) (defining "disinterested person"). From the factual information provided in the motion and supporting papers, the court will approve the employment.

The order shall contain the following provision: "Nothing contained herein shall be construed to approve any provision of any agreement between [professional's name] and the estate for indemnification, arbitration, choice of venue, jurisdiction, jury waiver, limitation of damages, or similar provision." The order shall also state its effective date, which date shall be 30 days before the date the employment application was filed except that the effective date shall not precede the petition date.

42. [23-22960](#)-A-7 **IN RE: LORRIE BARNES**
[ICE-2](#)

MOTION TO SELL AND/OR MOTION FOR COMPENSATION FOR WEST
AUCTIONS, INC., AUCTIONEER(S)
1-24-2026 [\[83\]](#)

LE'ROY ROBERSON/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.
DEBTOR DISCHARGED: 12/31/25
CASE CONVERTED: 09/24/25

Final Ruling

Motion: Sell Property and Compensate Auctioneer

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted

Order: Prepared by moving party

Property: (1) 2014 Pleasure Tracker Boat; and (2) 1984 Komfort
Travel Trailer

Sale Type: Public auction

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55(c), *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

SALE PURSUANT TO 363(b)(1)

Section 363(b)(1) of Title 11 authorizes sales of property of the estate "other than in the ordinary course of business." 11 U.S.C. § 363(b)(1); *see also In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983) (requiring business justification). The moving party is the Chapter 7 trustee and liquidation of property of the estate is a proper purpose. *See* 11 U.S.C. § 704(a)(1). As a result, the court will grant the motion. The stay of the order provided by Federal Rule of Bankruptcy Procedure 6004(h) will be waived.

COMPENSATION OF AUCTIONEER

Section 330(a) of Title 11 authorizes "reasonable compensation for actual, necessary services" rendered by a professional person employed under § 327 and "reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a). The trustee is seeking authorization to pay West Auctions, Inc. a 15% commission on the gross proceeds of the sales and reasonable expenses currently estimated around \$1,515.00. Reasonable compensation is determined by considering all relevant factors. *See id.* § 330(a)(3). The court finds that the compensation sought is reasonable and will approve the application.

43. [25-27363](#)-A-7 **IN RE: SABRINA JOHNSON**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT
INFORMATION IN PACER
1-21-2026 [\[16\]](#)

BADMA GUTCHINOV/ATTY. FOR DBT.

Final Ruling

The Order to Show Cause is discharged. No appearances are required.
The court will issue a civil minute order.

44. [24-24267](#)-A-7 **IN RE: RIKI TROWE**
[DNL-17](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH EVENT HORIZON GROUP, LLC
1-26-2026 [\[271\]](#)

OMERO BANUELOS/ATTY. FOR DBT.
J. CUNNINGHAM/ATTY. FOR MV.
CASE CONVERTED: 12/06/24

Final Ruling

Motion: Approve Compromise of Controversy
Notice: LBR 9014-1(f)(1); written opposition required
Disposition: Granted
Order: Civil minute order

Parties to Compromise: Trustee Nikki B. Farris; Event Horizon Group, LLC

Subject of Settlement: (1) Settlement payment of \$300,000.00 to be paid to the trustee; (2) Release of the Trustee and EHG; and (3) The Trustee and EHG will waive the provisions of California Civil Code Section 1542.

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

APPROVAL OF COMPROMISE

In determining whether to approve a compromise under Federal Rule of Bankruptcy Procedure 9019, the court determines whether the compromise was negotiated in good faith and whether the party proposing the compromise reasonably believes that the compromise is

the best that can be negotiated under the facts. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). More than mere good faith negotiation of a compromise is required. The court must also find that the compromise is fair and equitable. *Id.* "Fair and equitable" involves a consideration of four factors: (i) the probability of success in the litigation; (ii) the difficulties to be encountered in collection; (iii) the complexity of the litigation, and expense, delay and inconvenience necessarily attendant to litigation; and (iv) the paramount interest of creditors and a proper deference to the creditors' expressed wishes, if any. *Id.* The party proposing the compromise bears the burden of persuading the court that the compromise is fair and equitable and should be approved. *Id.*

The movant requests approval of a compromise. The compromise is reflected in the settlement agreement attached to the motion as an exhibit. Based on the motion and supporting papers, the court finds that the compromise presented for the court's approval is fair and equitable considering the relevant *A & C Properties* factors. The probability of success for the trustee through litigation was uncertain. The settlement prevents the need for expensive and timely litigation and is in the best interest of creditors. The compromise or settlement will be approved.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Trustee's motion to approve a compromise has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the motion,

IT IS ORDERED that the motion is granted. The court hereby approves the compromise that is reflected in the settlement agreement attached to the motion as exhibit and filed at docket no. 274.

45. [24-24467](#)-A-7 **IN RE: STEPHEN SHAIDELL**
[KMT-10](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH LIBERTY VILLAGE LLC
2-2-2026 [\[159\]](#)

PATRICIA WILSON/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.
DEBTOR DISCHARGED: 07/07/25
CASE CONVERTED: 02/03/25

Tentative Ruling

Motion: Approve Compromise or Settlement of Controversy
Notice: LBR 9014-1(f) (2); no written opposition required
Disposition: Granted
Order: Civil minute order

Parties to Compromise: Trustee Geoffrey Richards; Liberty Village LLC

Dispute Compromised: Secured Claim

Summary of Material Terms: (1) The Lender to be allowed a secured claim in the amount of \$20,000 against certain real property located at 1113 Center Street, Redding, California 96001 ("Subject Property"); and (2) The Lender to be allowed a general unsecured claim in the amount of \$123,800.00 against the bankruptcy estate.

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

APPROVAL OF COMPROMISE

In determining whether to approve a compromise under Federal Rule of Bankruptcy Procedure 9019, the court determines whether the compromise was negotiated in good faith and whether the party proposing the compromise reasonably believes that the compromise is the best that can be negotiated under the facts. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). More than mere good faith negotiation of a compromise is required. The court must also find that the compromise is fair and equitable. *Id.* "Fair and equitable" involves a consideration of four factors: (i) the probability of success in the litigation; (ii) the difficulties to be encountered in collection; (iii) the complexity of the litigation, and expense, delay and inconvenience necessarily attendant to litigation; and (iv) the paramount interest of creditors and a proper deference to the creditors' expressed wishes, if any. *Id.* The party proposing the compromise bears the burden of persuading the court that the compromise is fair and equitable and should be approved. *Id.*

The movant requests approval of a compromise that settles the dispute described above. The compromise is reflected in the

settlement agreement attached to the motion as an exhibit. Based on the motion and supporting papers, the court finds that the compromise presented for the court's approval is fair and equitable considering the relevant *A & C Properties* factors. The lender is entitled to a secured claim of \$100,000.00 but has agreed to reduce the secured claim to \$20,000.00. Litigation would not be successful in this case. The agreement is in the best interest of creditors. The compromise or settlement will be approved.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Trustee's motion to approve a compromise has been presented to the court. Having considered the motion, oppositions, responses and replies, if any, and having heard oral argument presented at the hearing,

IT IS ORDERED that the motion is granted. The court hereby approves the compromise that is reflected in the settlement agreement attached to the motion as an exhibit and filed at docket no. 162.

46. [24-22469](#)-A-7 **IN RE: JENNIFER RODRIGUE**
[CRG-8](#)

CONTINUED STATUS CONFERENCE RE: MOTION FOR SANCTIONS FOR
VIOLATION OF THE AUTOMATIC STAY
4-8-2025 [[282](#)]

CARL GUSTAFSON/ATTY. FOR DBT.
DEBTOR DISCHARGED: 09/30/25

Final Ruling

Motion: Sanctions for Violation of the Automatic Stay

Notice: Continued from December 15, 2025

Disposition: Continued to April 22, 2026, before the Honorable Rene Lastreto II in Courtroom 13, Fifth Floor, 2500 Tulare Street, Fresno

Order: Civil minute order

This matter will be continued to April 22, 2026, before the Honorable Rene Lastreto II. No later than 14 days before the hearing a status report shall be filed indicating what issues are still outstanding.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

IT IS ORDERED that the hearing on this objection will be continued to April 22, 2026, at 9:30 a.m. before the Honorable Rene Lastreto II in Courtroom 13, Fifth Floor, 2500 Tulare Street, Fresno. The court may rule in this matter without further hearing.

No later than 14 days before the hearing a status report shall be filed indicating what issues are still outstanding.

47. [25-23973](#)-A-7 **IN RE: KAYLA HARRIS**
[EJB-1](#)

MOTION TO SELL
1-28-2026 [[31](#)]

ADAM GARCIA/ATTY. FOR DBT.
ETHAN BIRNBERG/ATTY. FOR MV.
DEBTOR DISCHARGED: 12/08/25

No Ruling

48. [25-23973](#)-A-7 **IN RE: KAYLA HARRIS**
[EJB-1](#)

NOTICE OF INTENT TO SELL EQUITY IN ASSETS
12-16-2025 [[20](#)]

ADAM GARCIA/ATTY. FOR DBT.
DEBTOR DISCHARGED: 12/08/25

No Ruling

49. [24-20381](#)-A-7 **IN RE: JEFFREY JORISSEN AND ELLEN CLARK**
[EJB-1](#)

MOTION TO SELL
1-28-2026 [[75](#)]

PATRICIA WILSON/ATTY. FOR DBT.
ETHAN BIRNBERG/ATTY. FOR MV.
DEBTORS DISCHARGED: 02/25/25

No Ruling

50. [24-20381](#)-A-7 **IN RE: JEFFREY JORISSEN AND ELLEN CLARK**
[EJB-1](#)

NOTICE OF INTENT TO SELL EQUITY IN ASSETS
2-26-2025 [[57](#)]

PATRICIA WILSON/ATTY. FOR DBT.
DEBTORS DISCHARGED: 02/25/25

No Ruling

51. [25-22383](#)-A-7 **IN RE: WAYNE/CHRISTINE PARKER**
[DNL-2](#)

MOTION TO SELL
1-28-2026 [[57](#)]

PATRICIA WILSON/ATTY. FOR DBT.
J. CUNNINGHAM/ATTY. FOR MV.
DEBTORS DISCHARGED: 08/26/25
RESPONSIVE PLEADING

No Ruling

52. [25-22383](#)-A-7 **IN RE: WAYNE/CHRISTINE PARKER**
[EJB-1](#)

NOTICE OF INTENT TO SELL EQUITY IN ASSETS
10-7-2025 [[23](#)]

PATRICIA WILSON/ATTY. FOR DBT.
DEBTORS DISCHARGED: 08/26/25

No Ruling

53. [25-24987](#)-A-7 **IN RE: IVAN/CHERI TURNER**
[CRG-2](#)

MOTION TO RECONVERT CASE FROM CHAPTER 7 TO CHAPTER 13
1-16-2026 [\[31\]](#)

CARL GUSTAFSON/ATTY. FOR DBT.
CASE CONVERTED: 01/02/26

Final Ruling

Motion: Reconversion

Notice: LBR 9014-1(f)(2); no written opposition required

Disposition: Denied without prejudice

Order: Civil minute order

The motion will be denied without prejudice as follows.

MOTION IS NOT SUPPORTED BY ADMISSIBLE EVIDENCE

The motion to reconvert is not supported by any admissible evidence as required. LBR 9014-1(d)(3)(D). A declaration may not simply state that facts in the motion are correct. This is insufficient. As such, there is no evidence in support of the motion.

Dismissal of Action for Failure to Comply with Local Rules

Failure of counsel or of a party to comply with these Rules, with the Federal Rules of Civil Procedure or the Federal Rules of Bankruptcy Procedure, or with any order of the Court may be grounds for imposition of any and all sanctions authorized by statute or rule or within the inherent power of the Court, including, without limitation, *dismissal of any action*, entry of default, finding of contempt, imposition of monetary sanctions or attorneys' fees and costs, and other lesser sanctions.

LBR 1001-1(g) (emphasis added).

Debtor has failed to support the motion with admissible evidence. LBR 9014-1(d)(3)(D). The motion will be denied without prejudice.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Debtor's motion to reconvert has been presented to the court. Given the procedural deficiencies discussed by the court in its ruling,

IT IS ORDERED that the motion is denied without prejudice.

54. [25-24389](#)-A-7 **IN RE: ADRIAN OLIMAN**
[BSH-2](#)

MOTION FOR RELIEF FROM FINAL JUDGMENT/PERMIT FILING OF
REAFFIRMATION AGREEMENTS
1-26-2026 [\[25\]](#)

BRIAN HADDIX/ATTY. FOR DBT.
DEBTOR DISCHARGED: 11/17/25

Final Ruling

Motion: Relief from Final Judgement and to Permit Filing of Reaffirmation Agreements

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Denied in part, granted in part

Order: Civil Minute Order

The debtor has filed a motion for relief from the final judgment and permission to file reaffirmation agreements. The court will deny the motion in part and grant the motion in part.

RULE 4008 (a)

The debtor need not seek relief from the final judgement to file reaffirmation agreements.

(a) Time to File; Cover Sheet. A reaffirmation agreement must be filed within 60 days after the first date set for the § 341(a) meeting of creditors. The agreement must have a cover sheet prepared as prescribed by Form 427. **At any time, the court may extend the time to file an agreement.**

FRBP 4008(a) (emphasis added).

The court will deny the motion for relief from final judgment. The court will grant the request for permission to file reaffirmation agreements. The court will extend the time to file the reaffirmations to 60 days after this hearing.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Debtor's motion for relief from final judgement has been presented to the court. Having considered the motion together with papers filed in support and opposition, and having heard the arguments of counsel, if any,

IT IS ORDERED that the motion is denied in part and granted in part.

IT IS ORDERED that court will deny the motion for relief from final judgment.

IT IS FURTHER ORDERED that the court will grant the request for permission to file reaffirmation agreements. The court will extend the time to file the reaffirmations to 60 days after this hearing.

55. [25-21691](#)-A-7 **IN RE: REGINALD HUTCHERSON**
[DL-1](#)

MOTION FOR COMPENSATION FOR WALTER R. DAHL, CHAPTER 11
TRUSTEE(S) O.S.T.
2-3-2026 [\[186\]](#)

PETER MACALUSO/ATTY. FOR DBT.

Tentative Ruling

Application: Allowance of Interim Compensation and Expense Reimbursement (Subchapter V Chapter 11 trustee)

Notice: LBR 9014-1(f)(2); no written opposition required

Disposition: Approved

Order: Civil minute order

Application: First and Final

Compensation: \$10,784.00

Expenses: \$0.00

Estate: Chapter 7

Unopposed applications are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this application was required not less than 14 days before the hearing on the application. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

COMPENSATION AND EXPENSES

Walter R. Dahl, the trustee appointed in this Subchapter V case, has applied for an allowance of interim compensation and reimbursement of expenses. The applicant has applied for compensation in the amount of \$10,784.00 and requests reimbursement of expenses in the amount of \$0.00. This is the trustee's first and final application for compensation and covers the period of April 28, 2025, through and including February 23, 2026.

Subchapter V Trustee

A trustee is appointed in every Subchapter V case filed. See 11 U.S.C. § 1183(a). In the Eastern District the United States Trustee has not elected to appoint a standing trustee and therefore appoints a "disinterested" trustee in each Subchapter V case on a case by case basis. See *Id.* On April 28, 2025, an order was entered appointing Walter R. Dahl as the trustee in this case, ECF No. 17.

Generally, the duties of a trustee appointed in a case where the debtor is in possession are limited. See 11 U.S.C. § 1183. However, if the debtor is removed as the debtor in possession under 11 U.S.C. § 1185(a) the trustee's duties are expanded to include the duties specified in 11 U.S.C §§ 1183(b) (5), 704(a) (8), and 11 U.S.C. § 1106(a) (1), (2), and (6).

In this case the debtor remains in possession and management of the bankruptcy estate. Thus, the trustee's duties are limited to those duties specified in 11 U.S.C. § 1183(b) (1), (3), (4), (6) and (7). The court has not ordered the trustee to perform additional duties under 11 U.S.C. § 1183(b) (2).

Evaluation of Requested Compensation

Compensation for case by case appointed trustees in cases filed under Subchapter V of Title 11 is governed by 11 U.S.C. § 330(a) (1) (A) which provides that after notice and a hearing the court may allow "reasonable compensation for actual, necessary services rendered by the trustee". The trustee is also entitled to reimbursement for "actual, necessary expenses" under 11 U.S.C. § 330(a) (1) (B). Reasonable compensation is determined by considering all relevant factors. See *id.* § 330(a) (3).

"Compensation of Sub V Chapter 11 trustees is *not* limited by the fee schedule applicable to "regular" Chapter 11 trustees (which provides for a percentage commission based on percentages of monies disbursed in the case)." *California Practice Guide: Bankruptcy*, Kathleen P. March, Esq., Judge Alan M. Ahart (Ret.) & Janet A. Shapiro, Esq., Chapter 4-G, Appointment and Compensation of Trustees § 4:2033.3 (December 2021 Update).

The court finds that the compensation and expenses sought are reasonable, and the court will approve the application on an interim basis as to the amounts requested. Such amounts shall be perfected, and may be adjusted, by a final application for compensation and expenses, which shall be filed prior to case closure.

The court approves the application and allows compensation in the amount of \$10,784.00 and reimbursement of expenses in the amount of \$0.00.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

Trustee Walter R. Dahl's application for allowance of compensation and reimbursement of expenses has been presented to the court.

Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the application,

IT IS ORDERED that the application is approved. The court allows the trustee compensation in the amount of \$10,784.00 and reimbursement of expenses in the amount of \$0.00. The fees and costs are allowed pursuant to 11 U.S.C. § 331 as interim fees and costs, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure.

IT IS FURTHER ORDERED that the trustee is authorized without further order of this court to pay from the estate the aggregate amount allowed by this order in accordance with the Bankruptcy Code.

56. [25-26895](#)-A-7 **IN RE: NICHOL WEAVER**
[SLH-1](#)

MOTION TO AVOID LIEN OF AMERICAN EXPRESS NATIONAL BANK
1-7-2026 [\[11\]](#)

SETH HANSON/ATTY. FOR DBT.

Final Ruling

Motion: Avoid Lien that Impairs Exemption

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Granted

Order: Prepared by moving party

Subject: 641 Delancy Way, Lincoln, California

Judicial Lien Avoided: \$6,143.92 (American Express National Bank)

All Other Liens:

- Deed of Trust - \$130,537.00 (Loancare LLC)

Judicial Lien- \$13,664.39 (LoanMe, Inc.)

Judicial Lien- \$13,664.39 (Gimbal Capital Inc.)

Exemption: \$425,063.00

Value of Property: \$530,600.00

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

LIEN-AVOIDANCE STANDARDS

Section 522(f) of the Bankruptcy Code authorizes the court to avoid a lien "on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled." 11 U.S.C. § 522(f)(1). There are four elements to avoidance of a lien that impairs an exemption: (1) there must be an exemption to which the debtor would have been entitled; (2) the property must be listed on the schedules and claimed as exempt; (3) the lien must impair the exemption claimed; and (4) the lien must be a judicial lien or nonpossessory, nonpurchase-money security interest in property described in § 522(f)(1)(B). *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003). Impairment is statutorily defined: a lien impairs an exemption "to the extent that the sum of - (i) the lien; (ii) all other liens on the property; and (iii) the amount of the exemption that the debtor could claim if there were no liens on the property; exceeds the value that the debtor's interest in the property would have in the absence of any liens." 11 U.S.C. § 522(f)(2)(A).

REVERSE-PRIORITY ANALYSIS

In cases in which there are multiple liens to be avoided, the liens must be avoided in the reverse order of their priority. See *In re Meyer*, 373 B.R. 84, 87-88 (B.A.P. 9th Cir. 2007). "[L]iens already avoided are excluded from the exemption-impairment calculation with respect to other liens." *Id.*; 11 U.S.C. § 522(f)(2)(B).

The liens against the subject real property, listed in the reverse order of their priority are: (i) Gimbal Capital, Inc., (ii) American Express Centurion Bank, (iii) LoanMe, Inc. The court takes judicial notice of other motions on this calendar that request avoidance of other judicial liens against the subject real property in this matter. Fed. R. Evid. 201. The debtor has claimed a \$425,063.00 exemption in the property.

Excluding all liens against the subject real property that are lower in priority than respondent's lien, the moving party is entitled to relief. The total of the judicial lien, all other liens except junior judicial liens, plus the exemption amount equals approximately \$575,408.31. The value of the property is \$530,600.00. The respondent's judicial lien, all other liens (except junior judicial liens), and the exemption amount together exceed the property's value by an amount greater than or equal to the judicial lien. As a result, the respondent's judicial lien will be avoided entirely.

57. [25-26895](#)-A-7 **IN RE: NICHOL WEAVER**
[SLH-2](#)

MOTION TO AVOID LIEN OF LOANME, INC.
1-7-2026 [\[16\]](#)

SETH HANSON/ATTY. FOR DBT.

Final Ruling

Motion: Avoid Lien that Impairs Exemption
Notice: LBR 9014-1(f)(1); written opposition required
Disposition: Granted
Order: Prepared by moving party

Subject: 641 Delancy Way, Lincoln, California

Judicial Lien Avoided: \$13,664.39 (LoanMe, Inc.)

All Other Liens:

- Deed of Trust - \$130,537.00 (Loancare LLC)
Judicial Lien- \$6,143.92 (American Express National Bank)
Judicial Lien- \$13,664.39 (Gimbal Capital Inc.)

Exemption: \$425,063.00

Value of Property: \$530,600.00

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

LIEN-AVOIDANCE STANDARDS

Section 522(f) of the Bankruptcy Code authorizes the court to avoid a lien "on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled." 11 U.S.C. § 522(f)(1). There are four elements to avoidance of a lien that impairs an exemption: (1) there must be an exemption to which the debtor would have been entitled; (2) the property must be listed on the schedules and claimed as exempt; (3) the lien must impair the exemption claimed; and (4) the lien must be a judicial lien or nonpossessory, nonpurchase-money security interest in property described in § 522(f)(1)(B). *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003). Impairment is statutorily defined: a lien impairs an exemption "to the extent that the sum of - (i) the lien; (ii) all other liens on the property; and (iii) the amount of the exemption that the debtor could claim if there were no liens on the property; exceeds the value that the debtor's interest in the property would have in the absence of any liens." 11 U.S.C. § 522(f)(2)(A).

REVERSE-PRIORITY ANALYSIS

In cases in which there are multiple liens to be avoided, the liens must be avoided in the reverse order of their priority. See *In re Meyer*, 373 B.R. 84, 87-88 (B.A.P. 9th Cir. 2007). “[L]iens already avoided are excluded from the exemption-impairment calculation with respect to other liens.” *Id.*; 11 U.S.C § 522(f)(2)(B).

The liens against the subject real property, listed in the reverse order of their priority are: (i) Gimbal Capital, Inc., (ii) American Express Centurion Bank, (iii) LoanMe, Inc. The court takes judicial notice of other motions on this calendar that request avoidance of other judicial liens against the subject real property in this matter. Fed. R. Evid. 201. The debtor has claimed a \$425,063.00 exemption in the property.

Excluding all liens against the subject real property that are lower in priority than respondent’s lien, the moving party is entitled to relief. The total of the judicial lien, all other liens except junior judicial liens, plus the exemption amount equals approximately \$569,264.39. The value of the property is \$530,600.00. The respondent’s judicial lien, all other liens (except junior judicial liens), and the exemption amount together exceed the property’s value by an amount greater than or equal to the judicial lien. As a result, the respondent’s judicial lien will be avoided entirely.

58. [25-26895](#)-A-7 **IN RE: NICHOL WEAVER**
[SLH-3](#)

MOTION TO AVOID LIEN OF GIMBAL CAPITAL, INC.
1-7-2026 [\[21\]](#)

SETH HANSON/ATTY. FOR DBT.

Final Ruling

Motion: Avoid Lien that Impairs Exemption
Notice: LBR 9014-1(f)(1); written opposition required
Disposition: Granted
Order: Prepared by moving party

Subject: 641 Delancy Way, Lincoln, California

Judicial Lien Avoided: \$13,664.39 (Gimbal Capital Inc.)

All Other Liens:

- Deed of Trust - \$130,537.00 (Loancare LLC)
Judicial Lien- \$6,143.92 (American Express National Bank)
Judicial Lien- \$13,664.39 (LoanMe, Inc.)

Exemption: \$425,063.00

Value of Property: \$530,600.00

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this motion was required not less than 14 days before the hearing on this motion. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

LIEN-AVOIDANCE STANDARDS

Section 522(f) of the Bankruptcy Code authorizes the court to avoid a lien "on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled." 11 U.S.C. § 522(f)(1). There are four elements to avoidance of a lien that impairs an exemption: (1) there must be an exemption to which the debtor would have been entitled; (2) the property must be listed on the schedules and claimed as exempt; (3) the lien must impair the exemption claimed; and (4) the lien must be a judicial lien or nonpossessory, nonpurchase-money security interest in property described in § 522(f)(1)(B). *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003). Impairment is statutorily defined: a lien impairs an exemption "to the extent that the sum of - (i) the lien; (ii) all other liens on the property; and (iii) the amount of the exemption that the debtor could claim if there were no liens on the property; exceeds the value that the debtor's interest in the property would have in the absence of any liens." 11 U.S.C. § 522(f)(2)(A).

REVERSE-PRIORITY ANALYSIS

In cases in which there are multiple liens to be avoided, the liens must be avoided in the reverse order of their priority. See *In re Meyer*, 373 B.R. 84, 87-88 (B.A.P. 9th Cir. 2007). “[L]iens already avoided are excluded from the exemption-impairment calculation with respect to other liens.” *Id.*; 11 U.S.C § 522(f)(2)(B).

The liens against the subject real property, listed in the reverse order of their priority are: (i) Gimbal Capital, Inc., (ii) American Express Centurion Bank, (iii) LoanMe, Inc. The court takes judicial notice of other motions on this calendar that request avoidance of other judicial liens against the subject real property in this matter. Fed. R. Evid. 201. The debtor has claimed a \$425,063.00 exemption in the property.

Excluding all liens against the subject real property that are lower in priority than respondent’s lien, the moving party is entitled to relief. The total of the judicial lien, all other liens except junior judicial liens, plus the exemption amount equals approximately \$589,072.70. The value of the property is \$530,600.00. The respondent’s judicial lien, all other liens (except junior judicial liens), and the exemption amount together exceed the property’s value by an amount greater than or equal to the judicial lien. As a result, the respondent’s judicial lien will be avoided entirely.

59. [22-22896](#)-A-7 **IN RE: K & W KITCHENS, INC.**
[KJH-5](#)

MOTION FOR COMPENSATION FOR KIMBERLY HUSTED, CHAPTER 7
TRUSTEE(S)
1-26-2026 [\[93\]](#)

GERALD WHITE/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.

Final Ruling

Application: Allowance of Compensation and Expense Reimbursement

Notice: LBR 9014-1(f)(1); written opposition required

Disposition: Approved

Order: Civil minute order

Unopposed motions are subject to the rules of default. Fed. R. Civ. P. 55, *incorporated by* Fed. R. Bankr. P. 7055, 9014(c). Written opposition to this application was required not less than 14 days before the hearing on the application. LBR 9014-1(f)(1)(B). None has been filed. The default of the responding party is entered. The court considers the record, accepting well-pleaded facts as true. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987).

COMPENSATION AND EXPENSES

A trustee's compensation is considered in accordance with §§ 326(a) and 330(a). In 2005, "Congress removed Chapter 7 trustees from the list of professionals subject to the Section 330(a)(3) factors. . . . [and] introduced a new provision to Section 330 requiring courts to treat the reasonable compensation awarded to trustees as a 'commission, based on Section 326.'" *Matter of JFK Capital Holdings, L.L.C.*, 880 F.3d 747, 752 (5th Cir. 2018) (quoting 11 U.S.C. § 330(a)(7)). "[A] trustee's request for compensation should be presumed reasonable as long as the amount requested does not exceed the statutory maximum calculated pursuant to § 326. [A]bsent extraordinary circumstances, bankruptcy courts should approve chapter 7, 12 and 13 trustee fees without any significant additional review. If the court has found that extraordinary circumstances are present, only then does it become appropriate to conduct a further inquiry to determine whether there exists a rational relationship between the compensation requested and the services rendered." *In re Ruiz*, 541 B.R. 892, 896 (B.A.P. 9th Cir. 2015) (second alteration in original) (citations omitted) (internal quotation marks omitted).

In short, § 330(a)(7) "treats the commission as a fixed percentage, using Section 326 not only as a maximum but as a baseline presumption for reasonableness in each case." *Matter of JFK Capital Holdings*, 880 F.3d at 755. This provision "is best understood as a directive to simply apply the formula of § 362 in every case." *Id.* at 753-54. The "reduction or denial of compensation . . . should be a rare event" occurring only when truly exceptional circumstances are present. *Id.* at 756.

In this Chapter 7 case, the trustee has applied for an allowance of compensation and reimbursement of expenses. The court finds (1) that the compensation requested by the trustee is consistent with 11 U.S.C. § 326(a); (2) that no extraordinary circumstances are present in this case, see *In re Salgado-Nava*, 473 B.R. 911 (B.A.P. 9th Cir. 2012); and (3) that expenses for which reimbursement is sought are actual and necessary.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Findings of fact and conclusions of law are stated in the civil minutes for the hearing.

The chapter 7 trustee's application for allowance of compensation and reimbursement of expenses has been presented to the court. Having entered the default of respondent for failure to appear, timely oppose, or otherwise defend in the matter, and having considered the well-pleaded facts of the application,

IT IS ORDERED that the application is approved on a final basis. The court allows to the trustee compensation in the amount of \$12,495.66 and reimbursement of expenses in the amount of \$258.29.

IT IS FURTHER ORDERED that the trustee is authorized without further order of this court to pay from the estate the aggregate amount allowed by this order in accordance with the Bankruptcy Code and the distribution priorities of § 726.

60. [25-26499](#)-A-7 **IN RE: JUAN RAMIREZ**
[RAS-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
1-27-2026 [\[19\]](#)

SEAN FERRY/ATTY. FOR MV.
PHH MORTGAGE CORPORATION VS.

Final Ruling

Motion: Motion for Relief from the Automatic Stay
Notice: LBR 9014-1(f) (1); written opposition required
Disposition: Denied without prejudice
Order: Civil minute order

SERVICE AND NOTICE

- 1) Motions Set on 28 Days' Notice. Unless a different amount of time is required by the Federal Rules of Bankruptcy Procedure, these Local Rules, or by order of the Court, or the moving party elects to give the notice permitted by LBR 9014-1(f) (2), the moving party shall file and serve the motion at least twenty-eight (28) days prior to the hearing date.

LBR 9014-1(f) (1).

The service on this motion fails to comply with LBR 9014-1(f) (1). The motion was served providing 27 days of notice, not 28 as required by local rules.

DISMISSAL OF ACTION FOR FAILURE TO COMPLY WITH LOCAL RULES

Failure of counsel or of a party to comply with these Rules, with the Federal Rules of Civil Procedure or the Federal Rules of Bankruptcy Procedure, or with any order of the Court may be grounds for imposition of any and all sanctions authorized by statute or rule or within the inherent power of the Court, including, without limitation, *dismissal of any action*, entry of default, finding of contempt, imposition of monetary sanctions or attorneys' fees and costs, and other lesser sanctions.

LBR 1001-1(g) (emphasis added).

Because the debtor has failed to comply with LBR 9014-1(f) (1) the court will deny the motion without prejudice.

CIVIL MINUTE ORDER

The court shall issue a civil minute order that conforms substantially to the following form:

Creditor's motion has been presented to the court. Given the procedural deficiencies discussed by the court in its ruling,

IT IS ORDERED that the motion is denied without prejudice.