



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

**Hearing Date: Tuesday, February 24, 2026**

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

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

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

Please also note the following:

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

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

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

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

## **INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS**

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

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

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

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

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

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

9:30 AM

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

MOTION TO EMPLOY BURNS BAIR LLP AS SPECIAL INSURANCE COUNSEL  
2-6-2026    [[568](#)]

OFFICIAL COMMITTEE OF UNSECURED CREDITORS/MV  
HAGOP BEDOYAN/ATTY. FOR DBT.  
EDWIN CALDIE/ATTY. FOR MV.

NO RULING.

2. [25-12231](#)-B-11     **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**  
[MB-34](#)

MOTION FOR COMPENSATION FOR GLASSRATNER ADVISORY AND CAPITAL  
GROUP LLC, OTHER PROFESSIONAL(S)  
1-20-2026    [[516](#)]

GLASSRATNER ADVISORY AND CAPITAL GROUP, LLC/MV  
HAGOP BEDOYAN/ATTY. FOR DBT.  
RESPONSIVE PLEADING

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                 Granted or Granted as Amended.

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

The Roman Catholic Bishop of Fresno ("RCBF" or "Debtor"), chapter 11 debtor in the above-styled case, requests interim compensation under 11 U.S.C. §§ 330 and 331 for GlassRatner Advisory & Capital Group LLC ("Applicant" or "GACG"), Debtor's financial adviser, in the sum of **\$49,856.00**. Doc. #5160 *et seq.* This amount consists of **\$49,856.00** in fees and **\$0.00** in expenses from **November 1, 2025, through December 31, 2025** ("the Application Period"). *Id.*

The Application is supported by the declaration of Wayne P. Weitz, senior managing director with GACG ("the Weitz Declaration"), and by exhibits consisting of GACG's billing records for the Application Period. Docs. #618, #620. Cynthia Martin, Debtor's CFO, submitted a declaration indicating that she has reviewed the application and has no objection to the proposed payment. Doc. #619.

On February 10, 2026, Peter C. Anderson, the United States Trustee for Region 17 ("the UST"), filed an objection and reservation of rights to

this Application. Doc. #579. On February 17, 2026, Applicant filed a reply. Doc. #591.

This is GACG's third interim fee application, the Applicant having previously been awarded interim compensation as follows:

Appl.	Approved	Period	Fees	Costs	Total
1st [MB-23]	11/13/25 Doc. #415	7/1/25- 8/31/25	\$321,838.79	\$321,838.79	\$321,838.79
2nd [MB-31]	12/17/25 Doc. #497	9/1/25- 10/31/25	\$63,079.50	\$0.00	\$63,098.50
<b>Totals</b>			<b>\$384,918.29</b>	<b>\$321,838.79</b>	<b>\$384,937.29</b>

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995).

Other than the UST, no party in interest timely filed written opposition, and the defaults of all other parties in interest are entered. This matter will proceed as scheduled.

RCBF commenced this case on July 1, 2025. Doc. #1. Applicant's retention as financial advisor was authorized pursuant to 11 U.S.C. §§ 327(a) and 329-31 on August 4, 2025, effective as of the petition date. Doc. #206. This is Applicant's first fee application. Doc. #301.

Applicant requests fees for **137.60** billable hours of financial advisement services at the following rates, totaling **\$64,079.50** in fees:

Professional	Rate	Hours	Amount
Wayne P. Weitz ("Weitz")	\$775.00	20.70	\$16,042.50
Joseph Pegnia ("Pegnia")	\$625.00	19.80	\$12,375.00
Adriana Plitz ("Plitz")	\$495.00	7.00	\$3,465.00
Karyn Kalita	\$325.00	53.90	\$17,517.50
Ashlee Peal	\$240.00	1.90	\$456.00
<b>Total</b>		<b>103.3</b>	<b>\$49,856.00</b>

Docs. #520 (Exhibit A). Applicant does not seek expense reimbursement in this Application.

In its Opposition, the UST states:

The Firm's billing records reflect that two or more professionals billed for external conferences ("Debtor

Meetings/Communications") on eight separate occasions on the following dates: November 3, 2025, November 10, 2025, November 17, 2025 (twice), December 1, 2025, December 8, 2025, and December 15, 2025. The fees associated with the participation of additional professionals at the conferences (i.e., the second and third professionals) total **\$5,910.00**.

Doc. #579 (citations omitted). The UST argues that, absent a satisfactory explanation, those fees should be denied and the total compensation to be awarded reduced by **\$5,910.00**. *Id.*

On February 17, 2026, GACG filed a Reply which purports to offer an explanation for the reasonableness of the fees. Doc. #591. Applicant argues that the billed hours to which the UST objects represent "coordinated team participation designed to avoid later duplication, follow-up conferences, and misunderstanding among parties" and are therefore compensable. *Id.*

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

Applicant's services included the following: asset analysis; business analysis; case administration; claim administration; creditor meetings/communications; debtor meetings/communications; employment/fee applications; litigation support; and monthly operating reports. Doc. #433 (Weitz Declaration). The court finds the services and expenses reasonable, actual, and necessary.

The court is not persuaded that "coordinated team participation, designed to avoid later duplication, follow up conferences and misunderstanding among the parties" is a reasonable or adequate explanation of the need to for numerous participants in these conferences. Given modern methods of communication (email for example), the need for continued multiple participants in so many conferences at this stage of the case is necessary.

This seems especially problematic given GACG's stated extensive experience in diocesan cases. At some moment, the experience should lead to additional efficiency, notwithstanding the non-commercial nature of the debtor. Applicants have not met their burden of proof with respect to the questioned time entries.

This matter will proceed scheduled, and the court will hear further arguments from both Applicant and the UST as to the reasonableness of

the requested fees. The court may GRANT the Application and award **\$49,856.00 less \$5,910.00** as reasonable compensation for services rendered and **\$0.00** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. §§ 330 and 331. If so, Debtor will be authorized to pay Applicant the modified sum—a total of **\$43,946.00**—for fees and expenses from **November 1, 2025, through December 31, 2025**.

3. [25-12231](#)-B-11     **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**  
[MB-35](#)

MOTION FOR COMPENSATION FOR TERENCE J. LONG, OTHER PROFESSIONAL(S)  
1-20-2026     [[521](#)]

TERENCE LONG/MV  
HAGOP BEDOYAN/ATTY. FOR DBT.

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

DISPOSITION:     Granted.

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

The Roman Catholic Bishop of Fresno ("RCBF" or "Debtor"), chapter 11 debtor in the above-styled case, requests interim compensation under 11 U.S.C. §§ 330 and 331 for Terence J. Long ("Applicant" or "Long"), Debtor's Restructuring Coordinator, in the sum of **\$22,987.90**. Doc. #304. This amount consists of **\$22,843.00** in fees and **\$144.90** in expenses from **November 1, 2025, through December 31, 2025** ("the Application Period"). *Id.*

The Application is supported by Applicant's declaration ("the Long Declaration") and Exhibits consisting of Long's invoices for the Application Period and a Task Code Summary. Docs. ##524-25. Cynthia Martin, Debtor's CFO, submitted a declaration indicating that she has reviewed the application and has no objection to the proposed payment. Doc. #523.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors, , the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages).

*Televideo Sys. Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest timely filed written opposition. This motion will be GRANTED.

RCBF commenced this case on July 1, 2025. Doc. #1. Applicant's retention as Restructuring Coordinator was authorized pursuant to 11 U.S.C. §§ 327(a) and 329-31 on August 4, 2025, effective as of the petition date. Doc. #189. This is Applicant's second fee application, the Applicant having previously been awarded interim compensation as follows:

Appl.	Approved	Period	Fees	Costs	Total
1st [MB-24]	11/13/25 Doc. #417	7/1/25- 8/31/25	\$45,547.25	\$260.40	\$46,807.65
2nd [MB-32]	12/17/25 Doc. #492	9/1/25- 10/31/25	\$17,980.25	\$91.00	\$18,071.29
<b>Totals</b>			<b>\$63,527.50</b>	<b>\$351.40</b>	<b>\$64,878.94</b>

Docs. #417, #492. The court notes that the prior two applications are incorrectly described in the instant Application and appear to have been mistakenly copied from the fee applications submitted on behalf of Blank Rome LLC on the same date and drafted by the same entities.. See *Item #5, below*. While the court appreciates the utility of using prior filings as templates when filing court applications, counsel should be mindful and double-check what is being copied and from where before making unintentional misrepresentations to the court.

Applicant requests fees for **90.1** billable hours of Long's services for a total of **\$22,843.00**. Doc. #524 (Long Declaration). That total includes 7.8 hours for "Non-Working Travel" at a rate of \$132.50 (half his normal rate of \$265.00) for a total of \$1,033.50. *Id.* Applicant also seeks expense reimbursement for Travel in the amount of **\$144.90** (372 miles at \$0.70 per mile). *Id.* These combined fees and expenses total **\$22,987.90**.

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

Applicant's services included the following: case administration, fee/employment applications, non-working travel, and business

operations. Doc. #307 (Long Declaration). The court finds the services and expenses reasonable, actual, and necessary.

No party in interest opposes the application, and this motion will be GRANTED. Applicant will be awarded **\$22,843.00** in fees as reasonable compensation for services rendered and **\$144.90** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. §§ 330 and 331. Debtor will be authorized to pay Applicant a total of **\$22,987.90** for fees and expenses from November 1, 2025, through December 31, 2025.

4. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**  
[MB-36](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF MCCORMICK,  
BARSTOW, SHEPPARD, WAYTE & CARRUTH LLP FOR HAGOP T. BEDOYAN,  
DEBTORS ATTORNEY(S)  
1-22-2026 [[539](#)]

HAGOP BEDOYAN/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

McCormick, Barstow, Sheppard, Wayte & Carruth LLP ("Applicant" or "MB"), general bankruptcy counsel for the Roman Catholic Bishop of Fresno ("RCBF" or "Debtor"), chapter 11 debtor in the above-styled case, requests interim compensation under 11 U.S.C. §§ 330 and 331 in the sum of **\$132,507.36**. Doc. #539. This amount consists of **\$131,417.50** in fees and **\$1,089.86** in expenses from **November 1, 2025, through December 31, 2025** ("the Application Period"). *Id.*

Cynthia Martin, Debtor's CFO, submitted a declaration indicating that she has reviewed the application and has no objection to the proposed payment. Doc. #541.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be

resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys. Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest timely filed written opposition. This motion will be GRANTED.

RCBF commenced this case on July 1, 2025. Doc. #1. Applicant's retention as general bankruptcy counsel was authorized pursuant to 11 U.S.C. §§ 327(a) and 329-31 on August 4, 2025, effective as of the petition date. Doc. #188. This is Applicant's second fee application, the Applicant having previously been awarded interim compensation as follows:

Appl.	Approved	Period	Fees	Costs	Total
1st [MB-22]	11/14/25 Doc. #414	7/1/25- 8/31/25	\$186,164.00	\$1,134.25	\$187,298.25
2nd [MB-30]	12/17/25 Doc. #496	9/1/25- 10/31/25	\$127,499.00	\$317.46	\$127,816.46
<b>Totals</b>			<b>\$313,663.00</b>	<b>\$1,451.71</b>	<b>\$315,114.71</b>

Docs. #414, #496.

Applicant requests fees for **367.1** billable hours of legal services at the following rates, totaling **\$131,417.50** in fees:

Professional	Rate	Hours	Amount
Hagop T. Bedoyan (2025)	\$550.00	73.2	\$40,260.00
Hagop T. Bedoyan (no charge)	\$0.00	0.8	\$0.00
Mart Oller, IV (2025)	\$350.00	134.6	\$47,110.00
Mart Oller, IV (No charge)	\$0.00	0.2	\$0.00
Melissa K. Cerro (2025)	\$335.00	4.5	\$1,507.50
Garrett J. Wade (2025)	\$300.00	141.8	\$42,540.00
Garrett J. Wade (No charge)	\$0.00	12.0	\$0.00
<b>Totals</b>		<b>367.1</b>	<b>\$131,417.50</b>

Docs. #539, #543 (Exhibits A & B). Applicant also incurred **\$1,089.86** in expenses:

JCCP Fees	\$110.40
Non-JCCP State Court Fees	\$548.90
Records Retrieval Costs	\$430.56
<b>Subtotal</b>	<b>\$1,089.86</b>

Docs. #539, #543 (Exhibit C). These combined fees and expenses total **\$132,507.36**.

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

Applicant's services included (listing only the most significant): case administration (100.9 hours; \$38,340.00); fee/employment applications (70.6 hours; \$22,200.00); business operations (61.4 hours; \$22,180.00); employee benefits/pensions (28.0 hours; \$12,870.00); claims administration and objections (29.8 hours; \$9,235.00); analysis/strategy (39.5 hours; \$13,810.00); and settlement/non-binding ADR (10.7 hours; \$3,210.00). Docs. #539, #543 (Exhibit B). All other services combined represented 26.2 hours totaling \$9,572.50. *Id.* The court finds the services and expenses reasonable, actual, and necessary.

No party in interest opposes the application, and this motion will be GRANTED. Applicant will be awarded **\$131,417.50** in fees as reasonable compensation for services rendered and **\$1,089.86** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. §§ 330 and 331. Debtor will be authorized to pay Applicant a total of **\$132,507.36** for fees and expenses from **November 1, 2025, through December 31, 2025**.

5. [25-12231](#)-B-11     **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**  
[MB-37](#)

MOTION FOR COMPENSATION FOR BLANK ROME LLP, OTHER PROFESSIONAL(S)  
1-23-2026    [[545](#)]

BLANK ROME, LLP/MV  
HAGOP BEDOYAN/ATTY. FOR DBT.  
RESPONSIVE PLEADING

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                    Granted or Granted as Amended.

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

The Roman Catholic Bishop of Fresno ("RCBF" or "Debtor"), chapter 11 debtor in the above-styled case, requests interim compensation under 11 U.S.C. §§ 330 and 331 for Blank Rome LLP ("Applicant" or "Blank Rome"), Debtor's special insurance counsel, in the sum of **\$39,534.80**. Doc. #545 *et seq.* This amount consists of **\$39,534.80** in fees and **\$0.00** in expenses from **November 1, 2025, through December 31, 2025** ("the Application Period"). *Id.*

The Application is supported by the declaration of Barron L. Weinstein, of counsel with Blank Rome ("the Weinstein Declaration"). Doc. #548. Cynthia Martin, Debtor's CFO, submitted a declaration indicating that she has reviewed the application and has no objection to the proposed payment. Doc. #547.

This is Blank Rome's third interim fee application, the Applicant having previously been awarded interim compensation as follows:

<b>Appl.</b>	<b>Approved</b>	<b>Period</b>	<b>Fees</b>	<b>Costs</b>	<b>Total</b>
1st [MB-25]	11/14/25 Doc. #417	7/1/25- 8/31/25	\$28,256.20	\$0.00	\$28,256.20
2nd [MB-33]	12/17/25 Doc. #497	9/1/25- 10/31/25	\$17,033.20	\$0.00	\$17,033.20
<b>Totals</b>			<b>\$45,289.40</b>	<b>\$0.00</b>	<b>\$45,289.40</b>

Docs. #417 and #497. On February 10, 2026, Peter C. Anderson, the United States Trustee for Region 17 ("the UST"), filed an objection and reservation of rights to this Application. Doc. #573. On February 17, 2026, Applicant filed a *Notice of Voluntary Reduction in Fees Requested* and a second Declaration by Weinstein ("the Second Declaration") in response to the UST's objection. Docs. ##592-93.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P.

("Rule") 2002(a)(6). The failure of the creditors, , the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995).

Other than the UST, no party in interest timely filed written opposition, and the defaults of all non-responding parties are entered.

RCBF commenced this case on July 1, 2025. Doc. #1. Applicant's retention as special insurance counsel was authorized pursuant to 11 U.S.C. §§ 327(a) and 329-31 on August 15, 2025, effective as of the petition date. Doc. #236.

Applicant requests fees for **65.9** billable hours of legal services at the following rates, totaling **\$30,534.00** in fees:

<b>Professional</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
Barron L. Weinstein	\$820.00	6.8	\$5,576.00
Kevin L Cifarelli	\$525.00	49.2	\$25,830.00
Jeffrey L. Schulman	\$836.00	8.1	\$6,771.60
Robyn Michaelson	\$808.00	0.9	\$727.20
Kelly L. Henry	\$700.00	0.9	\$630.00
<b>Total</b>			

Docs. #442, #444. Applicant does not seek expense reimbursement in this application. *Id.* The court notes that the asserted hours and fees billed are drawn from the Application itself and the first Weinstein Declaration, and Applicant has not submitted billing records in connection with this Application. *See docket generally.*

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

Applicant's services (as described in the Application and the first Weinstein declaration) included the following: asset analysis and recovery (insurance proceeds); bankruptcy procedure; employment/fee applications; mediation; motion practice; recovery of defense costs from carriers; and discovery. Doc. #548.

The UST objects to the Application and argues that any fee award should be reduced by a total of **\$6,474.60** for the following reasons:

- a. The Firm's time records include one (1) entry for which the recorded time exceeds the amount reflected in the underlying task description. The Firm's fee request should be reduced by **\$315.00** to reflect the apparent time miscount.
- b. The Firm's billing records reflect that three attorneys billed for external conferences on December 3, 2025, and December 19, 2025. The fees associated with the participation of the additional professionals at the conferences (i.e., the second and third professionals) total **\$4,802.40**. Absent an explanation, the fees for these additional professionals should be denied.
- c. The Firm's time records include entries by two (2) attorneys who each billed less than one (1) hour during the application period. The attorneys' services primarily involve communicating with other professionals in the Firm and strategizing. Because the benefit and necessity of these services is unclear, absent an explanation, the UST requests a fee reduction of **\$1,357.20**.

Doc. #573. On February 17, 2026, Applicant submitted a *Notice of Voluntary Reduction in Fees Requested* in this Application, and a second Weinstein Declaration. Docs. ##592-93. In the Notice and Declaration, Applicant avers that Applicant and the UST have reached an agreement whereby this Applicant will reduce the fees requested in the current Application by \$3,000.00. Doc. #593. No papers have been filed with the court evincing the UST's acquiescence to this agreement, and so this matter will be called as scheduled to determine on the record whether the UST will withdraw its objection in exchange for a \$3,000.00 reduction in fees requested.

Subject to further inquiry at the hearing, the court finds the services and expenses (as reduced with Applicant's agreement) reasonable, actual, and necessary. The court is inclined to GRANT the Application as modified by the agreement. Applicant will be awarded **\$36,534.00** in fees and **\$0.00** as reasonable compensation for services rendered on an interim basis under 11 U.S.C. §§ 330 and 331. Debtor will be authorized to pay Applicant a total of **\$36,534.00** for fees and expenses from **November 1, 2025, through December 31, 2025**.

6. [25-12231](#)-B-11     **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**  
[SRR-1](#)

MOTION TO EMPLOY STOUT RISIUS ROSS, LLC AS VALUATION EXPERT  
1-26-2026     [\[550\]](#)

OFFICIAL COMMITTEE OF UNSECURED CREDITORS/MV  
HAGOP BEDOYAN/ATTY. FOR DBT.  
EDWIN CALDIE/ATTY. FOR MV.

NO RULING.

7. [25-12231](#)-B-11     **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**  
[STI-3](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF STINSON LLP FOR  
EDWIN H. CALDIE, CREDITOR COMM. ATY(S)  
1-20-2026    [\[526\]](#)

HAGOP BEDOYAN/ATTY. FOR DBT.  
EDWIN CALDIE/ATTY. FOR MV.  
RESPONSIVE PLEADING

TENTATIVE RULING:           This matter will proceed as scheduled.

DISPOSITION:                 Granted.

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

Stinson LLP ("Stinson" or "Applicant"), counsel for the Official Committee of Unsecured Creditors in the above-captioned case (the "Committee"), requests interim compensation under 11 U.S.C. §§ 330 and 331 in the sum of **\$259,501.79**. Doc. #455. This amount consists of **\$144,794.50** in fees and **\$2,029.34** in expenses from **November 1, 2025, through October 31, 2025** ("the Application Period"). *Id.*

The Application is supported by the declaration of Edwin H. Caldie, counsel for the Committee ("the Caldie Declaration"), and by exhibits consisting of the attorney fee budget, Stinson's invoices for the Application Period, a Summary of Customary and Comparable Compensation. Docs. ##528-29.

On February 10, 2026, Peter C. Anderson, the United States Trustee for Region 17 ("the UST"), filed an objection and reservation of rights to this Application. Doc. #576. The gravamen of the UST's objection is that Stinson's time records "include approximately twenty-five (25) entries for which the task description may be too vague to allow the Court to make a meaningful assessment of the necessity of the services described therein." *Id.* The billing entries to which the UST objects for vagueness represent \$8,637.00 in fees, and the UST requests that any fee award be reduced by that amount. *Id.* Applicant has not responded to the Objection.

On February 18, 2026, Stinson filed a *Notice of Reduction in Fees*, whereby Applicant, after correspondence with the UST, voluntarily agreed to reduce the fee request by \$2,159.25, from \$144,794.50 to \$142,635.25. Doc. #594.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors, , the U.S. Trustee, or any other party in interest to file written opposition at least 14

days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995).

Other than the UST, no party in interest timely filed written opposition, and the defaults of all non-responding parties are entered.

RCBF commenced this case on July 1, 2025. Doc. #1. On July 15, 2025, the U.S. Trustee appointed seven survivor creditors to be members of the Committee pursuant to 11 U.S.C. § 1102(a). On August 14, 2025, the Court entered the Order Approving Application to Employ Stinson LLP as Counsel to the Official Committee of Unsecured Creditors, effective as of the Retention Date. Doc. #228.

This is Applicant's second fee application. The court has previously awarded fees as follows:

<b>Appl.</b>	<b>Approved</b>	<b>Period</b>	<b>Fees</b>	<b>Costs</b>	<b>Total</b>
1st [STI-2]	12/16/25 Doc. #491	7/24/25- 10/31/25	\$256,941.50	\$2,560.29	\$259,501.79
<b>Totals</b>			<b>\$256,941.50</b>	<b>\$2,560.29</b>	<b>\$259,501.79</b>

Applicant originally requested fees for **261.1** billable hours of legal, totaling **\$144,794.50** in fees. Docs. #526, #529. The

<b>Professional</b>	<b>Hourly Rate</b>	<b>Hours Billed</b>	<b>Total</b>
Caldie, Edwin H Partner	725.00	76.7	\$55,607.50
Kugler, Robert T Partner	725.00	21.4	\$15,515.00
Glasnovich, Andrew J Partner	565.00	2.0	\$1,130.00
Sevedge, Christopher B Partner	585.00	5.1	\$2,983.50
	535.00	0.8	\$428.00
Kugler, Logan Associate	590.00	16.1	\$9,499.00
	510.00	38.4	\$19,584.00
Khalouian, Nicole Associate	550.00	2.4	\$1,320.00
	475.00	18.8	\$8,930.00
Kostolni, Shelby Associate	445.00	9.3	\$4,138.50
	395.00	19.9	\$7,860.50
Luechtefeld, Kara N Associate	435.00	5.2	\$2,262.00
Parnow, Katie, Law Clerk	420.00	30.8	\$12,936.00
Rehbein, Jessica Paralegal	325.00	3.9	\$1,267.50
	310.00	4.3	\$1,333.00
	0.00	0.5	\$0.00
Kennedy, Doug Paralegal	0.00	5.5	\$0.00
<b>TOTAL</b>		<b>261.1</b>	<b>\$144,794.50</b>

Docs. #526, #529. Applicant also seeks **\$2,029.34** in expense reimbursement as follows:

341 Transcript Fees	\$1,662.70
Relativity Database Charges	\$200.00
ParcelQuest Charges	\$166.64
<b>TOTAL</b>	<b>\$2,029.34</b>

*Id.*

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

Applicant's services included the following: case administration; mediation; asset analysis and recovery; relief from stay; meetings and communications with creditors; employment/fee applications and objections; other contested matters; financing/cash collections; "real estate"; and claims administration and objections. Docs. #526, #528-29.

In the Notice and Declaration, Stinson avers that Applicant and the UST have reached an agreement whereby Stinson will reduce the fees requested in the current Application by **\$2,159.25**. Doc. #594. No papers have been filed with the court evincing the UST's acquiescence to this agreement, and so this matter will be called as scheduled to determine on the record whether the UST will withdraw its objection in exchange for a **\$2,159.25** reduction in fees requested.

Subject to further inquiry at the hearing, the court finds the services and expenses (as reduced with Applicant's agreement) reasonable, actual, and necessary. The court is inclined to GRANT the Application as modified by the agreement. Applicant will be awarded **\$142,635.25** in fees and **\$2,029.34** as reasonable compensation for services rendered on an interim basis under 11 U.S.C. §§ 330 and 331. Debtor will be authorized to pay Applicant a total of **\$144,664.59** for fees and expenses from **November 1, 2025, through December 31, 2025**.

11:00 AM

1. [25-13406](#)-B-7     **IN RE: RANDY PHILLIPS**

REAFFIRMATION AGREEMENT WITH EXETER FINANCE LLC  
1-15-2026    [\[18\]](#)

ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION:     Denied.

ORDER:            The court will issue an order.

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

A Reaffirmation Agreement between Randy Scott Phillips ("Debtor") and Exeter Finance LLC for a 2017 Chevrolet Suburban Utility ("Vehicle") was filed on January 15, 2026. Doc. #18.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

Here, the Vehicle is valued at \$21,500.00. The amount being reaffirmed by Debtor is \$28,462.66 with a 29.99% interest rate. Debtor has negative equity of \$6,862.66 with approximately 69 months (over five years) remaining on the loan.

Reaffirming this debt with the high interest rate, remaining term, current value and age of the Vehicle is not in the Debtor's best interest. Approval of the reaffirmation agreement is DENIED.

2. [25-13614](#)-B-7     **IN RE: PATRICIA ROBERSON**

REAFFIRMATION AGREEMENT WITH AMERICAN HONDA FINANCE CORPORATION  
1-23-2026    [\[13\]](#)

ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION:        Denied.

ORDER:               The court will issue an order.

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

A Reaffirmation Agreement between Patricia Denise Roberson ("Debtor") and American Honda Finance for a 2020 Honda Accord ("Vehicle") was filed on January 23, 2026. Doc. #13

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

Reaffirming this debt with its remaining term and the current value, high interest rate and age of the Vehicle is not in the Debtor's best interest. Approval of the reaffirmation agreement is DENIED.

3. [25-14045](#)-B-7     **IN RE: JOSE MAGALLANEZ AND PEGGY MAGALLANES**

REAFFIRMATION AGREEMENT WITH FIRST TECH FEDERAL CREDIT UNION  
1-16-2026    [\[17\]](#)

BENNY BARCO/ATTY. FOR DBT.

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

DISPOSITION:        Denied.

ORDER:               The court will issue an order.

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

A Reaffirmation Agreement between Jose Luis Magallanez and Peggy Suarez Magallanes ("Debtors") and First Tech Federal Credit Union for a 2021 Ram 2500 ("Vehicle") was filed on January 16, 2026. Doc. #17.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

Here, the Vehicle is valued at \$38,000.00. The amount being reaffirmed by Debtors is \$45,208.36 with a 9.64% interest rate. Debtors have negative equity of \$7,208.36 with approximately 52 months (over four years) remaining on the loan. The initial and amended Schedules J and J-2 (Doc. 1, at pgs. ##36-39, Doc. #13) do not include the car payment to OneMain for the 2012 Chevy Camaro (Doc. #1, Schedule D) which suggest Debtors may have a negative amount remaining in the budget every month. Though there is no presumption of undue hardship because the lender is a Credit Union, reaffirming this debt is not in the Debtors' best interest.

Nothing prevents the Debtors from continuing to make payments to the Creditor nor the Creditor from accepting those payments. Approval of the reaffirmation agreement is DENIED.

4. [25-14147](#)-B-7     **IN RE: JENNIFER KINDRED**

REAFFIRMATION AGREEMENT WITH CAPITAL ONE AUTO FINANCE  
1-20-2026     [[12](#)]

ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION:     Denied.

ORDER:             The court will issue an order.

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

A Reaffirmation Agreement between Jennifer Nycolle Kindred ("Debtor") and Capital One Auto Finance for a 2021 Chevrolet Trail Blazer ("Vehicle") was filed on January 20, 2026. Doc. #12.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

Here, the Vehicle is valued at \$14,929.00. The amount being reaffirmed by Debtor is \$18,895.73 with a 9.98% interest rate. Debtor has negative equity of \$3,966.73 with approximately 58 months (almost five years) remaining on the loan and only \$14.82 remaining in the budget every month according to the Debtor's schedules.

Nothing prevents the Debtor from continuing to make payments to the Creditor nor the Creditor from accepting those payments. Approval of the reaffirmation agreement is DENIED.

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

REAFFIRMATION AGREEMENT WITH HYUNDAI CAPITAL AMERICA  
1-30-2026     [[24](#)]

JEFFREY ROWE/ATTY. FOR DBT.

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

DISPOSITION:     Denied.

ORDER:             The court will issue an order.

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

A Reaffirmation Agreement between Jon Wayne Keltner ("Debtor") and Hyundai Capital America for a 2024 Hyundai Elantra ("Vehicle") was filed on January 30, 2026. Doc. #24.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

The documents submitted in support of the reaffirmation agreement include information that the Debtor is a co-signer on the contract. Doc. #1, Schedule A/B. This means another party may be liable for this obligation.

Approval of the reaffirmation agreement is DENIED.

1:30 PM

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

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

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

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Francisco and Laura Corral ("Debtors") move for an order avoiding two judicial liens pursuant to 11 U.S.C. § 522(f). One lien is in favor of Capital One Bank (USA) in the amount of \$3,759,69 and the other is in favor of TD Bank USA, N.A. in the amount of \$1,916.44. Doc. #35 et seq. Both liens encumber residential real property commonly known as 334 Redwood Drive, Shafter, California. *Id.*

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

LBR 9014-1(d)(4) states: Except as provided herein, each of the documents described in subpart (d)(1) hereof shall be filed as a separate document. A motion or other request for relief and a memorandum of points and authorities thereto may be filed together as a single document when not exceeding six (6) pages in length, including the caption page.

LBR 9014-1(d)(5)(A) governs joinder of contested matters and states that

Except as otherwise provided herein, every application, motion, contested matter, or other request for an order shall be filed separately from every other request. All requests for relief shall state with particularity the grounds therefor and shall set forth the relief or order sought. Other documents, exhibits, or supporting pleadings shall not be incorporated by reference.

LBR 9014-1(d)(5)(B) goes on to list six categories of requests for relief that may be incorporated into a single motion:

(i) relief in the alternative based on the same statute or rule;

- (ii) authorization for sale of real property and allowance of fees and expenses for a professional authorized by prior order to be employed for the sale of such property;
- (iii) authorization to employ a professional, i.e., auctioneer, for sale of estate property at public auction, and allowance of fees and expenses for such professional;
- (iv) motion for stay relief and/or abandonment of property of the estate;
- (v) approval of compromise and compensation of special counsel previously authorized to be employed relating to the underlying compromise; and
- (vi) as otherwise expressly provided by these Rules.

Here, Debtors combined two different requests for relief (specifically, a motion to avoid the liens of two separate creditors with their own individual liens against Debtors) into a single motion, but motions to avoid liens are not on the list of requests for relief that may be incorporated into a single motion. Debtors should have filed a separate motion to avoid lien for each creditor.

For the above reason(s), this motion will be DENIED WITHOUT PREJUDICE.

2. [25-11432](#)-B-7     **IN RE: MARCUS GATHRIGHT**  
[JDS-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
1-16-2026    [\[105\]](#)

NEWREZ LLC/MV  
MARC VOISENAT/ATTY. FOR DBT.  
JACQUELINE SERRAO/ATTY. FOR MV.

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

DISPOSITION:     Denied without prejudice.

ORDER:             The court will enter the order.

The NewRez, LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and 362(d)(2) with respect to a 9764 North Wiley Court, Fresno, California. Doc. #105.

As an informative matter, Movant is using an outdated Official Certificate of Service form (10/22). The current version of this form is dated 6/3/2025.

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

LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR

9014-1. LBR 9014-1, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the Notice of the motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice only directed that written opposition should be served upon Movant's counsel. See Doc. #12. However, as the motion to lift stay implicates assets of the estate, the Chapter 7 Trustee and the U.S. Trustee are included among "the persons who must be served with such opposition."

Accordingly, the Notice is deficient, and this motion must be DENIED WITHOUT PREJUDICE.

3. [25-13733](#)-B-7     **IN RE: LARON/AMANDA RUSSELL**  
[KMM-1](#)

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

TOYOTA MOTOR CREDIT CORPORATION/MV  
ANH NGUYEN/ATTY. FOR DBT.  
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION:     Granted in part and denied as moot in part.

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

Toyota Motor Credit Corporation ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2021 Toyota Camry, (V.I.N. 4T1K61BK6MU029931) ("Vehicle"). Doc. #14.

Laron Jakob Russell and Amanda Rose Girton Russell ("Debtors") did not file opposition. Debtors' Statement of Intention indicated that the Vehicle would be surrendered. No other party in interest timely filed written opposition. This motion will be GRANTED IN PART AND DENIED IN PART.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken

as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The Debtors' discharge was entered on February 17, 2026. Doc. #20. Therefore, the automatic stay terminated with respect to the Debtors on February 17, 2026. This motion will be DENIED AS MOOT IN PART as to the Debtors' interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have missed two (2) pre-petition payments totaling \$1,291.24 and one post-petition payment in the amount of \$645.62. The Movant has produced evidence that Debtors are delinquent at least \$1,936.86. Docs. ##17-18.

The court also finds that the Debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtors are in chapter 7. The Vehicle is valued at \$28,050.00 and Debtors owe \$31,112.25. Docs. ##17-18.

Accordingly, the motion will be GRANTED IN PART as to the trustee's interest pursuant to § 362(d)(1) and (d)(2) and DENIED AS MOOT IN PART as to the Debtor's interest under § 362(c)(2)(C). According to the Debtors' Statement of Intention, the Vehicle will be surrendered.

4. [25-14133](#)-B-7     **IN RE: JAGJIT TIWANA**  
[JCW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
1-16-2026    [\[19\]](#)

SELENE FINANCE, LP/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
JENNIFER WONG/ATTY. FOR MV.

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

DISPOSITION:     Denied as moot.

ORDER:            The court will issue an order.

Selene Finance LP, its assignees and/or successors ("Movant") moves for an order terminating the automatic stay of 11 U.S.C. § 362 as to Movant so that Movant and its Trustee under the deed of trust may commence and continue all acts needed to obtain possession of the property commonly known as 7410 Koyuk River Street, Bakersfield, CA 93311 ("the Property"). Doc. #19 *et seq.* For the reasons outlined below, this motion will be DENIED as moot.

The debtor in this case is Jagjit Tiwana ("Debtor" or "Tiwana"), who filed for Chapter 7 relief on December 12, 2025. Doc. #1. Movant avers and the evidence supports that on December 1, 2025, Movant purchased the Property at a foreclosure sale. See Doc. #21 (Declaration of Christine Le), #22 (Exhibits, included a Trustee's Deed of Sale for the Property). This is seemingly confirmed by the Debtor's own filings, though they are somewhat contradictory. Debtor's Schedule A/B identifies the Property and lists \$528,400.00 as the "Current value of the portion [Debtor owns]" and indicates that Debtor owns the Property in Fee Simple. Doc. #18 (Schedule A/B). However, Schedule A/B also contains the following language "Reverted back to lender at pre-petition sale." *Id.* Debtor does not exempt the Property on Schedule C. *Id.* On Schedule D, Debtor lists "Nationstar/Mr. Cooper" as holding the Deed of Trust on the Property. *Id.* That entry also states as part of the Property's description "Reverted back to lender at pre-petition sale." *Id.*

On Schedule J, Debtor lists no home ownership expenses. *Id.* For question 10 on Debtor's Statement of Financial Affairs, Debtor identifies the Property and states that it "Reverted back to lender at pre-petition sale. Deed Recorded post-petition." *Id.* (*Statement of Financial Affairs, q. 10*). Debtor's Form 108 Statement of Intention reiterates that the Property "Reverted back to lender at pre-petition sale," and Debtor checked the box for "Surrender the property." *Id.* (*Statement of Intentions*).

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR

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

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. Nevertheless, despite the lack of response by Debtor or any other party, the court will DENY this motion on the grounds that the relief sought is moot. Movant is not entitled to relief from the automatic stay simply because the Property is not and, since the inception of this bankruptcy case, never has been protected by the automatic stay. This is so because, despite the Property's inclusion on Schedule A/B as the Debtor's asset, it had ceased to be an asset of the Debtor prepetition and thus never became property of the estate.

In California, foreclosure sales are governed by Cal. Civ. Code 2924h, which states in relevant part:

For the purposes of this subdivision, the trustee's sale shall be deemed final upon the acceptance of the last and highest bid and shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed is recorded within 21 calendar days after the sale, or the next business day following the 21st day if the county recorder in which the property is located is closed on the 21st day.

Cal. Civ. Code 2924h(c).

11 U.S.C. § 362 governs the workings of the automatic stay, and § 362(b) specifically identifies various things to which the stay is not applicable. Germane to this discussion is § 362(b)(3), which excludes from stay coverage:

any act to perfect, or to maintain or continue the perfection of, an interest in property to the extent that the trustee's rights and powers are subject to such perfection under section 546(b) of this title or to the extent that such act is accomplished within the period provided under section 547(e)(2)(A) of this title;

11 U.S.C. § 362(b)(3). Those two sections - 546(b) and § 547(e)(2)(A) - remove from the protection of the stay transfers including sales that occurred prepetition but were not recorded until after the filing date provided that the other requirements for timely perfection were met, which occurred here.

Thus, the fact that the deed of sale was not recorded until after the filing of the petition is of no import because, under the Code and the relevant California statute, the sale was perfected prepetition. Consequently, the Property was not an asset of Debtor's when the petition was filed, it did not become an asset of the estate once the case was filed, and it never fell within the perimeter of the automatic stay.

For the foregoing reasons, this motion for stay relief is DENIED as moot.

5. [26-10442](#)-B-7 **IN RE: SERGIO ESTRADA OCHOA AND PATRICIA VEGA ESTRADA**  
[EPE-1](#)

MOTION TO COMPEL ABANDONMENT  
2-9-2026 [[14](#)]

PATRICIA VEGA ESTRADA/MV  
ERIC ESCAMILLA/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

Sergio Estrada Ochoa ("Sergio") and Patricia Vega Estrada ("Patricia," and collectively "Debtors") move for an order compelling chapter 7 trustee Irma C. Edmonds ("Trustee") to abandon the estate's interest in certain property used in the operation of Sergio's sole proprietorship truck driving business d/b/a Estrada Trucking (collectively, the "Business Assets"). Docs. #14 *et seq.*

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

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

11 U.S.C. § 554(b) provides that "on request of a party in interest and after notice and a hearing, the court may order the trustee to abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate."

To grant a motion to abandon property, the bankruptcy court must find either that: (1) the property is burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. *In re Vu*, 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). As one court noted, "an order compelling abandonment is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset . . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." *In re K.C. Mach. & Tool Co.*, 816 F.2d 238, 246 (6th Cir. 1987). In evaluating a proposal to abandon property, it is the interests of the estate and the creditors that have primary consideration, not the interests of the debtor. *In re Johnson*, 49 F.3d 538, 541 (9th Cir. 1995) (noting that the debtor is not mentioned in § 554). *In re Galloway*, No. AZ-13-1085-PaKiTa, 2014 Bankr. LEXIS 3626, at \*16-17 (B.A.P. 9th Cir. 2014).

Sergio declares that he owns and operates Estrada Trucking as a sole proprietor trucking business and has done so for approximately six years. Doc. #16. Debtors seek to compel Trustee to abandon the Business Assets, which are listed in the schedules as follows:

Asset	Value	Exempt	Lien	Net
2020 Freightliner Cascadia Semi-Tractor ("the Semi")	\$18,000.00	\$4,238.00 C.C.P. § 704.010 \$4,850.00 C.C.P. § 704.060	\$9,438.00	\$0.00
Chase Business Account ("the Account")	\$2,500.00	\$2,500.00 C.C.P. § 704.220	\$0.00	\$0.00

Doc. #13 (Schedules A/B, C and D). The Semi is encumbered by a vehicle title loan with \$9,438.00 owed to Wilshire Commercial Capital. *Id.* (Schedule D). The Account is not encumbered. *Id.* Debtor exempted all the Business Assets for their full value under Cal. Code Civ. Proc. §§ 704.010, 704.060, and 704.220.

Sergio certifies that he is qualified and eligible to claim the exemptions under applicable law and understands that if for any reason it is determined that he is not qualified to claim an exemption in the property listed, or if there is some other error in the exemption claimed, Trustee may demand that Debtors compensate the estate for any damage caused by the claimed exemption. Doc. #16. Debtors agree to not

amend the exemptions affecting the Business Assets unless Trustee stipulated to that amendment or such relief is granted by further order of the court. *Id.*

Written responses were not required and may be presented at the hearing. In the absence of any opposition, the court is inclined to find that the Business Assets are of inconsequential value and benefit to the estate, and that they were accurately scheduled and is encumbered or exempted in their entirety. Therefore, the court intends to GRANT the motion.

6. [26-10078](#)-B-7     **IN RE: CHARLES INABNIT**

MOTION TO DISMISS DUPLICATE CASE  
1-9-2026    [7]

CHARLES INABNIT/MV  
DANIEL GAVILANES/ATTY. FOR DBT.

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

DISPOSITION:         Granted.

ORDER:                The court will issue an order.

Charles O. Inabnit ("Debtor") moves this court to dismiss this voluntary Chapter 7 case on the grounds that he had accidentally filed two identical voluntary Chapter 7 cases on January 9, 2026: case number 26-10077 ("the Main Case") and case number 26-10078 ("the Duplicate Case"). Doc. #7.

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

The court notes that the motion is plagued with a number of procedural errors which, in the normal course of events, would lead to the motion to be denied without prejudice. However, because of the nature of the

relief sought, which is merely the dismissal of a duplicative case filed inadvertently, the court elects to overlook the procedural errors, which include but are not limited to those listed below. The court recommends that, in the future, Debtor's counsel familiarize himself with the Local Rules for this bankruptcy district.

LBR 9004-2(c)(1) requires that motions, notices, *inter alia*, to be filed as separate documents. Here, the motion and certificate of service were combined into one document and not filed separately. Typically, this motion would be denied without prejudice for the above deficiency.

LBR 9004-2(a)(6), (b)(5), (b)(6), (e)(3), LBR 9014-1(c), and (e)(3) are the rules about Docket Control Numbers ("DCN"). These rules require a DCN to be in the caption page on all documents filed in every matter with the court and each new motion requires a new DCN. The DCN shall consist of not more than three letters, which may be the initials of the attorney for the moving party (e.g., first, middle, and last name) or the first three initials of the law firm for the moving party, and the number that is one number higher than the number of motions previously filed by said attorney or law firm in connection with that specific bankruptcy case. Each separate matter must have a unique DCN linking it to all other related pleadings.

Here, Debtor filed this *Motion to Dismiss Duplicate Case* but did not use a DCN for the motion, the notice, or the certificate of service. See Docs. #7, #11, and #12.

LBR 9014-1(d)(3)(B)(iii) requires the movant to notify respondents that they can determine (a) whether the matter has been resolved without oral argument; (b) whether the court has issued a tentative ruling that can be viewed by checking the pre-hearing dispositions on the court's website at <http://www.caeb.uscourts.gov> after 4:00 p.m. the day before the hearing; and (c) parties appearing telephonically must view the pre-hearing dispositions prior to the hearing. Here, the notice does not contain the required language directing respondents to the pre-hearing dispositions on the court's website, or that parties appearing telephonically are required to view the pre-hearing dispositions prior to appearing at the hearing. Doc. 11.

For motions filed on 28 days' notice, LBR 9014-1(f)(1)(B) requires the movant to notify respondents that any opposition to the motion must be in writing and filed with the court at least 14 days preceding the date of the hearing. Here, the notice does not address any potential responses in opposition at all.

No party has responded in opposition, but that is to be expected given the deficient notice filed by Debtor's counsel. Nevertheless, and despite the aforementioned procedural defects, this motion will be GRANTED.

7. [26-10080](#)-B-7     **IN RE: DEAN GOULD AND SARAH VIVIAN**  
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
1-20-2026    [\[10\]](#)

AMERICREDIT FINANCIAL SERVICES, INC./MV  
CHRISTOPHER LANGLEY/ATTY. FOR DBT.  
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION:     Granted.

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

AmeriCredit Financial Services, Inc. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 2024 Chevrolet Silverado 3500 ("Vehicle"). Doc. #10. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Dean Eduardo Schile Gould and Sarah Marie Vivian ("Debtors") nor any other party in interest timely filed written opposition. Debtor's Statement of Intention indicated that the Vehicle would be surrendered.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have failed to make at least one complete pre-petition payment. The Movant has produced evidence that Debtors are delinquent at least \$2,679.34. Docs. ##12-13.

The court also finds that the Debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtors are in chapter 7. The Vehicle is valued at \$76,700.00 and Debtors owe \$87,273.37. Docs. ##12-13.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) to permit the Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded. According to the Debtors' Statement of Intention, the Vehicle will be surrendered.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtors have failed to make at least one pre-petition payment to Movant, and the Vehicle is a depreciating asset.

8. [25-12992](#)-B-7     **IN RE: ASHLEY COBBS AND JASON ENGLEBRIGHT**  
[EPE-3](#)

MOTION TO AVOID LIEN OF ELIZABETH MINOR  
1-27-2026     [[52](#)]

JASON ENGLEBRIGHT/MV  
ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION:     Granted.

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

Ashley Cobbs and Jason Englebright ("Debtors") move for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Elizabeth Minor ("Creditor" or "Minor"), an individual, in the sum of \$73,720.00 and encumbering residential real property located at 17136 Bonita Rd., Madera, California 93636 ("Property"). Doc. #52 *et seq.*

Debtor served Minor by U.S. Mail at her place of residence, which satisfies Fed. R. Bankr. P. 7004(a)(3). Doc. #57.

No party in interest timely filed written opposition. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Here, a judgment was entered against Debtors in favor of Creditor in the amount of \$73,720.00 on March 6, 2025. Doc. #56 (Exhibit 4). The abstract of judgment was issued on March 19, 2025, and was recorded in Madera County on March 26, 2025. *Id.* That lien attached to Debtors' interest in Property. *Id.*; Doc. #54. Debtor estimates that the current amount owed on account of this lien is \$ 73,720.00. *Id.*

As of the petition date, Property had an approximate value of \$723,800.00. Doc. #1 (Schedule A/B). Debtors claim a \$200,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. *Id.* (Schedule C).

Property is encumbered by a first deed of trust in favor of Nationstar/Mr. Cooper ("Nationstar") in the amount of \$618,690.00. *Id.* (Schedule D). Property is also encumbered by a second mortgage in the amount of \$439,623.00 favor of GV Investments LLC ("GV"). *Id.* The total of these two unavoidable mortgage liens is \$1,057,313.00

Schedule D originally stated that the Property is encumbered by a senior judicial lien in the amount of \$54,227.00 in favor of Michael

Pickett ("Pickett" and "the Pickett Lien"). *Id.* (Schedule D). The moving papers aver that this senior judicial lien was misidentified and that the true name of the creditor is "Michael P. Pickett & Tara C. Pickett, Co-Trustees of the Michael and Tara Pickett Family Trust U/D/T Dated 11/24/2008" ("the Pickett Trust"). Doc. #52.

In an order dated January 22, 2026, the court granted the motion to avoid the Pickett Lien on the grounds that there was no equity in the Property with which to pay any judgment lien creditors Docs. #46, #51.

Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Nationstar	\$618,690.00	n/a	Unavoidable
2. GV	\$439,623.00	n/a	Unavoidable
3. The Picket Lien	\$54,227.00	Unknown	Avoided 1/22/26
4. The Minor Lien	\$73,720.00	3/26/25	Avoidable

The moving papers do not clearly show when the Picket Lien was perfected, which obviously would be relevant to the questions of whether either or both judicial liens could be avoided if there were any equity in the Property. For the reasons outlined below, the court finds the murky status of the Picket Lien to be irrelevant to the disposition of the Minor Lien.

When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B).

"Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided 'in full' was if the debtor's gross equity were equal to or less than the amount of the exemption." *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 596 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999), citing *In re Brantz*, 106 B.R. 62, 68 (Bankr. E.D. Pa. 1989) ("Avoidance of all judicial liens results unless (3) [the result of deducting the debtor's allowable exemptions and the sum of all liens not avoided from the value of the property] is a positive figure."), citing *In re Magosin*, 75 B.R. 545, 547 (Bankr. E.D. Pa. 1987) (judicial lien was avoidable in its entirety where equity is less than exemption). Ordinarily, liens already avoided are excluded from the exemption impairment calculation. § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien to be avoided are grouped with the unavoidable liens for purposes of this analysis.

There is no equity to support either the Pickett Lien or the Minor Lien, even assuming arguendo that the Minor Lien has priority. Strict application of the § 522(f)(2) formula with respect to Creditor's junior lien is illustrated as follows:

Amount of judgment lien		\$73,720.00
Total amount of unavoidable	+	1,057,313.00
Debtor's claimed exemption in Property	+	\$200,000.00
<i>Sum</i>	=	\$1,331,033.00
Debtor's claimed value of interest absent liens	-	\$723,800.00
Extent lien impairs exemption	=	\$607,233.00

*All Points Capital Corp. v. Meyer (In re Meyer)*, 373 B.R. 84, 91 (B.A.P. 9th Cir. 2007); accord. *Hanger* 217 B.R. at 596, *Higgins v. Household Fin. Corp. (In re Higgins)*, 201 B.R. 965, 967 (B.A.P. 9th Cir. 1996); cf. *Brantz*, 106 B.R. at 68, *Magosin*, 75 B.R. at 549-50, *In re Piersol*, 244 B.R. 309, 311 (Bankr. E.D. Pa. 2000). Since there is no equity for liens to attach and this case does not involve fractional interests or co-owned property with non-debtor third parties, the § 522(f)(2) formula can be re-illustrated using the *Brantz* formula with the same result:

Fair market value of Property		\$723,800.00
Total amount of unavoidable liens	-	\$1,057,313.00
Homestead exemption	-	200,000.00
Remaining equity for judicial liens	=	(\$533,513.00)
Creditor's judicial lien	-	\$73,720.00
Extent Debtor's exemption impaired	=	(\$607,233.00)

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is insufficient equity to support any judicial liens. Therefore, the fixing of Creditor's judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided.

Debtor has established the four elements necessary to avoid a lien under § 522(f)(1). Accordingly, this motion will be GRANTED. The proposed order shall state that Creditor's lien is avoided from the subject Property only and include a copy of the abstract of judgment as an exhibit.

9. [26-10092](#)-B-7     **IN RE: JOSE OLIVEROS SOLORZANO AND ELMA OLIVEROS**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT  
INFORMATION IN PACER  
1-29-2026   [\[16\]](#)

SYDELL CONNOR/ATTY. FOR DBT.

TENTATIVE RULING:           This matter will proceed as scheduled.

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

ORDER:                        The court will issue an order.

There is a discrepancy between the mailing address and email address for debtors' counsel in PACER and on the petition and debtors' counsel has failed to correct this discrepancy. Local Bankruptcy Rule 5005.5-1(e) provides that each registered user shall maintain a complete and accurate PACER registration.

This matter will proceed as scheduled. If the debtors' counsel has not updated her Pacer contact information prior to the hearing, sanctions may be imposed on counsel on the grounds stated in the OSC.