



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, February 25, 2026
Department A - Courtroom #11
Fresno, California

Unless otherwise ordered, all matters before the Honorable Jennifer E. Niemann shall be simultaneously: (1) **In Person** at, Courtroom #11, (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 **Remote 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 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:

1. Review the [Pre-Hearing Dispositions](#) prior to appearing at the hearing.
2. Parties appearing via CourtCall are encouraged to review the [CourtCall Appearance Information](#).

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

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INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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 POSSIBLE UPDATES.

1. [22-12016](#)-A-11 **IN RE: FUTURE VALUE CONSTRUCTION, INC.**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
11-28-2022 [[1](#)]

D. GARDNER/ATTY. FOR DBT.

NO RULING.

2. [24-11422](#)-A-12 **IN RE: IGNACIO/CASAMIRA SANCHEZ**
[FW-22](#)

MOTION TO SELL FREE AND CLEAR OF LIENS, MOTION FOR COMPENSATION FOR
JIM MERLO REAL ESTATE, BROKER(S), MOTION FOR COMPENSATION FOR MPM REAL
ESTATE, BROKER(S)
1-27-2026 [[247](#)]

MPM REAL ESTATE/MV
PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled for higher and
better offers.

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the
hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). 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). Therefore,
the defaults of the above-mentioned parties in interest are entered. This
matter will proceed as scheduled for higher and better offers.

Ignacio Sanchez and Casamira Ada Sanchez (together, "Debtors") move the court
pursuant to 11 U.S.C. § 363 for an order authorizing the sale of 14.286 acres
of farmland situated in Sultana, County of Tulare, California, including a
packing house and cold storage facility (together, the "Property"), to Wilfrido
Zamudio ("Buyer") for the purchase price of \$830,000.00, subject to higher and
better bids at the hearing. Doc. #247. Debtors seek to sell the Property free
and clear of any interests in the Property of Arriola Farm Labor, Inc.
("Arriola") pursuant to § 363(f)(4). Id. Arriola recorded a judgment lien in
Fresno County against Debtors on April 24, 2024 ("Judgment Lien"). Ex. A,
Doc. #251. The Judgment Lien was recorded less than 90 days before Debtors
filed their chapter 12 bankruptcy case on May 27, 2024. Doc. #1. Thus, the
Judgment Lien is subject to avoidance under 11 U.S.C. § 547 and is in bona fide
dispute. See Adv. Proc. No. 26-1002, Doc. #1. Debtors also seek authorization
to pay a total broker commission of 6% to be split evenly between Jim Merlo

Real Estate ("Broker), who represents Debtors, and MPM Real Estate, who represents Buyer. Doc. #247.

Selling Property of Estate under 11 U.S.C. §§ 363(b) and 1206 Permitted

Pursuant to 11 U.S.C. §§ 363(b)(1), 1203 and 1206, a chapter 12 debtor-in-possession, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C.

§ 363(b)(1). The debtor in possession proposing a sale under § 363(b) must demonstrate a valid business justification for the sale and that the sale is proposed in good faith. 240 N. Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 N. Brand Partners, Ltd.), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996). "Good faith encompasses fair value, and further speaks to the integrity of the transaction." Id. (quoting In re Wilde Horse Enters., Inc. 136 B.R. 830, 842 (Bankr. C.D. Cal. 1991)). To make such a determination, "the court and creditors must be provided with sufficient information to allow them to take a position on the proposed sale." Wilde Horse Enters., 136 B.R. at 842.

Debtors and Buyer have entered into a contract for the sale of the Property for \$830,000.00. Decl. of Casamira Ada Sanchez, Doc. #250; Decl. of Jace Merlo, Doc. #249. The contract is conditioned upon approval by the bankruptcy court and subject to better and higher offers at the hearing. Id.

Debtors believe that approval of the sale on the terms set forth in the motion is in the best interests of creditors and the estate. Doc. #247. The preliminary title report on the Property lists taxes currently owed or in default, which will be paid through escrow. Sanchez Decl., Doc. #250; Ex. A, Doc. #251. The Property is further encumbered by a deed of trust in favor of Jose R. Trevino and Raquel R. Trevino (together, "Creditor"). Sanchez Decl., Doc. #250. Debtors will pay Creditor's lien in full through escrow. Doc. #247. Debtors also propose to pay a judgment lien in favor of Gar Bennett, LLC f/k/a GAR Tootelian, Inc. in full through escrow. Id.

It appears that the sale of the Property is in the best interests of the estate, the Property will be sold for a fair and reasonable price, and the sale is supported by a valid business judgment and proposed in good faith. It is anticipated that the proposed sale will pay secured claims on the Property in full and provide additional funds to pay other claims under Debtors' confirmed plan. Plan at ¶4.02, Doc. #153; Sanchez Decl., Doc. #250.

Accordingly, subject to overbid offers made at the hearing, the court will GRANT Debtors' motion and authorize the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(b)(1).

Selling Property of Estate under 11 U.S.C. § 363(f)(4) Permitted

The debtor in possession may sell property under § 363(b) free and clear of any interest of an entity other than the estate only if, among other things, the interest is in bona fide dispute. 11 U.S.C. § 363(f)(4). If seeking to sell free and clear under § 363(f)(4), the debtor in possession has the burden of establishing the existence of a bona fide dispute, which can be accomplished if the debtor in possession believes that a dispute exists. Sherer v. Fed. Nat'l Mortg. Ass'n (In re Terrace Chalet Apartments), 159 B.R. 821, 828 (Bankr. N.D. Ill. 1993).

Debtors seek to sell the Property free and clear of any interest of Arriola on the ground that the recordation of the Judgment Lien is an avoidable transfer. The court finds the Property can be sold free and clear of the Judgment Lien because it does not appear that the Judgment Lien attached to the Property. Under California law, "[r]ecordation of an abstract of judgment creates a lien

that attaches to all of the debtor's real property interests in the county, and to any after-acquired property, for the amount required to satisfy the money judgment.'" Imagine Fulfillment Servs., LLC v. DC Media Capital, LLC (In re Imagine Fulfillment Servs., LLC), 489 B.R. 136, 152 (Bankr. C.D. Cal. 2013), aff'd, 2014 Bankr. LEXIS 3369 (B.A.P. 9th Cir. Aug. 6, 2014) (citing Cal. Civ. Proc. Code §§ 697.340(a)-(b), 697.350(a); SBAM Partners, LLC v. Wang, 164 Cal. App. 4th 903, 907 (2008)). Here, the Judgment Lien was recorded in Fresno County, but the Property is located in Tulare County. Ex. A, Doc. #251. Thus, unless Arriola filed an abstract of judgment in Tulare County, Arriola does not have a judgment lien against the Property, and the Property can be sold free and clear of Arriola's interest pursuant to 11 U.S.C. § 363(f)(4).

If Arriola recorded an abstract of judgment in Tulare County, then the Judgment Lien is subject to avoidance pursuant to 11 U.S.C. § 547. An abstract of judgment recorded in Fresno County by Arriola within the 90 days prior to the filing of Debtors' bankruptcy case does not, with respect to the Property, enable Arriola to receive more in a hypothetical chapter 7 case had the transfer not occurred because the lien did not attach to real property located in another county. Thus, the Judgment Lien is avoidable as a preferential transfer under 11 U.S.C. § 547 only as to real property located in Fresno County. Imagine Fulfillment, 489 B.R. at 152.

Accordingly, the court will authorize the sale of the Property free and clear of the Judgment Lien pursuant to 11 U.S.C. § 363(f)(4).

Compensation to Broker

Debtors also seek authorization to pay Broker a 3% commission for the sale of the Property as well as a 3% commission to the broker for Buyer. Sanchez Decl., Doc. #250. The court has previously authorized a 6% commission for the sale of the Property. Order, Doc. #255.

Conclusion

Accordingly, subject to overbid offers made at the hearing, the court will GRANT Debtors' motion and authorize the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(b)(1) and (f)(4) as to any interest in the Property asserted by Arriola. The court will approve a 6% broker commission.

3. [19-11628](#)-A-12 **IN RE: MIKAL JONES**
[LGT-2](#)

MOTION TO SELL AND/OR MOTION FOR COMPENSATION FOR DOWNTOWN REALTY, BROKER(S)
1-28-2026 [\[206\]](#)

LILIAN TSANG/MV
PETER FEAR/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled for higher and better offers.

DISPOSITION: Granted if an amended certificate of service is filed.

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

As an initial procedural matter, this motion will be heard if an amended certificate of service is filed prior to the hearing with respect to service of the motion. Section 4 and the declaration portion of the certificate of service each state that the motion and related pleadings were served on February 28, 2026. See Doc. #213. It appears that date is a typographical error, and the correct date should be January 28, 2026, based on the date that the creditor's matrix was printed, the date that the pleadings were filed, and the fact that February 28, 2026 has not yet happened. Assuming that service was actually made on January 28, 2026 and not February 28, 2026, the court will hear the motion if an amended certificate of service is filed prior to the hearing.

Assuming that this motion was actually served on January 28, 2026, this motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). Angela Anderson, a non-debtor co-owner of the real property that is the subject of this sale motion, timely filed an opposition. Doc. #214. 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). Therefore, the defaults of the non-responding parties in interest are entered. This matter will proceed as scheduled for higher and better offers.

As a further procedural matter, the declaration filed by Ms. Anderson in opposition to the motion does not comply with LBR 9014-1(d)(3)(D), which requires declarations filed in support of or in opposition to a motion comply with Federal Rule of Civil Procedure 56(c)(4). "An unsworn declaration subscribed as true by the declarant under penalty of perjury may support an assertion if the declaration is 'made on personal knowledge, set[s] out facts that would be admissible in evidence, and show[s] that the ... declarant is competent to testify on the matters stated.'" Jones v. Lamb, 124 F.4th 463, 468 (7th Cir. 2024) (citing Fed. R. Civ. P. 56(c)(4); 28 U.S.C. § 1746). Here, Ms. Anderson did not sign her declaration under penalty of perjury, so the declaration does not comply with Federal Rule of Civil Procedure 56(c)(4) and 28 U.S.C. § 1746.

As a further procedural matter, the opposition does not comply with the notice of hearing (Doc. #207), which required, among other things, that any opposition to the motion be in writing and be served on the moving party, the debtor and the debtor's counsel at the addresses provided in the notice of hearing. Doc. #207. While the moving party and counsel for the debtor are registered users of the court's electronic-filing system and could be served through that system, the debtor is not. Thus, Ms. Anderson needed to serve her written opposition on the debtor by first class mail at the address shown in the notice of hearing. Ms. Anderson should have filed a certificate of service showing such service pursuant to LBR 9014-1(e), which requires that a certificate of service be filed in support of each opposition. Because Ms. Anderson's opposition does not provide valid grounds for denying the motion, the court will consider the merits of the opposition notwithstanding the lack of proper service of the opposition on the debtor and the failure of Ms. Anderson's declaration to be made under penalty of perjury.

As a further procedural matter, the opposition does not comply with LBR 9014-1(c)(4), which requires that all papers related to a motion filed by any party to include the Docket Control Number assigned to the motion. Here, the moving party assigned Docket Control Number LGT-2 to the motion, and the opposition should have included that Docket Control Number in the caption.

Lilian G. Tsang ("Trustee"), the chapter 12 trustee of the bankruptcy estate of Mikal Alex Jones ("Debtor"), moves the court pursuant to 11 U.S.C. § 363 for an

order authorizing the sale of approximately 20 acres of real property used in farming and located at 0 Balch Park Road in Springville, California (the "Property") to Kris and Gabriela Maleszewski (together, "Buyer") for the purchase price of \$129,000.00, subject to higher and better bids at the hearing. Doc. #206. Trustee also seeks authorization to pay a total broker commission of 6% to be split evenly between AXEN Realty ("Broker"), who represents the estate, and Buyer's broker. Id.

Selling Property of Estate under 11 U.S.C. §§ 363(b) and 1206 Permitted

Pursuant to 11 U.S.C. § 363(b)(1), the trustee, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. In re Alaska Fishing Adventure, LLC, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) (citing 240 N. Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 N. Brand Partners, Ltd.), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996)). "In the context of sales of estate property under § 363, a bankruptcy court 'should determine only whether the trustee's judgment [is] reasonable and whether a sound business justification exists supporting the sale and its terms.'" Alaska Fishing Adventure, 594 B.R. at 889 (quoting 3 COLLIER ON BANKRUPTCY ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.)). "[T]he trustee's business judgment is to be given great judicial deference." Id. at 889-90 (quoting In re Psychometric Sys., Inc., 367 B.R. 670, 674 (Bankr. D. Colo. 2007)).

If the property to be sold is farmland, a chapter 12 trustee may sell the property "free and clear of any interest in such property of an entity other than the estate . . . , except that the proceeds of such sale shall be subject to such interest." 11 U.S.C. § 1206.

The Property, which is farmland, was listed by the Broker in or about June 2023. Decl. of Christopher Webb, Doc. #209. Broker obtained an offer from Buyer for \$129,000.00. Id. Buyer has agreed to the sale of the Property at \$129,000.00 subject to higher and better offers and has a signed contract for this transaction. Id.; Ex. C, Doc. #211.

From the sale proceeds, Trustee expects to pay a \$7,740.00 commission to Broker and Buyer's broker, \$2,794.44 in closing costs, statutory chapter 12 trustee fees in the amount of \$6,800.00, with the remaining estimated net sale proceeds of \$111,665.56 to be paid to Class 2 creditors Russell Dilday, Tanna Dilday, and Mary Ann Ferrero (together, "Creditors"). Doc. #206. The listing agreement for the Property provides for a commission of 6% for Broker, who represents both the estate and the proposed Buyer. Trustee Decl., Doc. #208.

Pursuant to the terms of the confirmed chapter 12 plan, one payment has already been made by Trustee's office to Creditors. Trustee Decl., Doc. #208. Counsel for Creditors has communicated to Trustee via email that Creditors consent to the sale of the Property free and clear of Creditors' lien. Id.

Ms. Anderson opposes the motion asserting that she is a non-debtor co-owner of the Property and does not consent to the sale of the Property. Doc. #214. Ms. Anderson asserts Trustee lacks any authority to sell Ms. Anderson's ownership interest to the Property. Id.

Relevant to the motion, as part of the confirmation of Debtor's chapter 12 plan, Ms. Anderson stipulated that the Property was community property. Doc. #158. In addition, Debtor agreed that Trustee could sell property of the estate, including the Property, if Debtor failed to pay the judgment owed to

Creditors within 120 days after the judgment owed to Creditors became final. Id. Debtor did not pay the judgment of Creditors in full within 120 days after that judgment became final. Joint Status Statement, Adv. Proc. 19-1081, Doc. #139.

With respect to Ms. Anderson's opposition, 11 U.S.C. § 541(a)(1) defines property of the estate as "all legal or equitable interests of the debtor in property as of the commencement of the case." All community property becomes property of the debtor's bankruptcy estate when the debtor files for bankruptcy. 11 U.S.C. § 541(a)(2); see In re Moreno, 622 B.R. 903, 906 (Bankr. C.D. Cal. 2020). Because Ms. Anderson stipulated in connection with confirmation of Debtor's chapter 12 plan that the Property is community property, the Property is entirely part of Debtor's bankruptcy estate and Trustee has full authority to sell the entirety of the Property. Thus, Ms. Anderson's opposition to the sale of the Property is overruled. Further, because the net proceeds from the sale of the Property are insufficient to pay Creditors' lien in full, Trustee can sell the Property free and clear of any interest of Ms. Anderson.

It appears that the sale of the estate's interest in the Property is in the best interests of the estate, the Property will be sold for a fair and reasonable price, and the sale is supported by a valid business judgment and proposed in good faith. Creditors consent to the sale of the Property and the net sale proceeds will be subject to the liens of Creditors as required by 11 U.S.C. § 1206, so the court approves sale of the Property free and clear of the lien of Creditors and any interest of Ms. Anderson.

Compensation to Broker

Trustee also seeks authorization to pay Broker a commission for the sale of the Property. This court has determined that employment of Broker is in the best interests of the estate and has previously authorized employment pursuant to 11 U.S.C. § 328. Order, Doc. #188.

Trustee seeks to pay Broker a 6% commission on the sale of the Property as the real estate broker for the sale, with the commission to be received entirely by Broker as the agreement states the commission is to be split 50/50 between Broker and Buyer's broker, and Broker represents both parties. Trustee Decl., Doc. #208. The 6% fee is in accordance with the terms of employment agreed to by Broker. Id. Trustee estimates that Broker's commission for the sale of the Property will equal \$7,740.00. Doc. #206. The court finds the compensation sought is reasonable, actual, and necessary.

Conclusion

Accordingly, subject to overbid offers made at the hearing, the court will GRANT Trustee's motion and authorize the sale of the Property to Buyer free and clear of the lien of Creditors and any asserted interest of Ms. Anderson pursuant to 11 U.S.C. §§ 363(b) and 1206 with the outstanding lien of Creditors to attach to the net sale proceeds. Trustee is authorized to pay Broker for services as set forth in the motion.

4. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
5-9-2024 [[1](#)]

GREGORY TAYLOR/ATTY. FOR DBT.

NO RULING.

5. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[KMT-4](#)

MOTION TO PAY AND/OR MOTION TO SET CLAIMS BAR DATE, MOTION FOR A
STRUCTURED DISMISSAL
1-27-2026 [[564](#)]

KIMBERLY HUSTED/MV
GREGORY TAYLOR/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the motion on February 11, 2026. Doc. #578.

6. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[KMT-5](#)

MOTION TO CONVERT CASE FROM CHAPTER 11 TO CHAPTER 7
2-6-2026 [[568](#)]

GREGORY TAYLOR/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.
OST 2/9/26
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. The Moving Party shall submit a proposed
order after the hearing.

On February 9, 2026, the court granted the chapter 11 trustee's ex parte motion for order shortening time to hear the trustee's motion to convert this chapter 11 case to chapter 7. Doc. #575. This motion was set for hearing on February 25, 2026 at 9:30 a.m. pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). While not required, interested party Trails End United for Change filed a statement of non-opposition to the relief requested in the motion.

Doc. #584. Unless opposition is presented at the hearing, the court intends to enter the defaults of the non-responding parties 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.

Kimberly J. Husted ("Trustee"), in her capacity as the chapter 11 trustee for the bankruptcy estate of La Hacienda Mobile Estates, LLC ("Debtor"), moves the court for an order converting Debtor's chapter 11 case to chapter 7 pursuant to 11 U.S.C. § 1112(b). Doc. #568.

Pursuant to 11 U.S.C. § 1112(b)(1), "on request of a party in interest, and after notice and a hearing, the court shall convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter, whichever is in the best interests of creditors and the estate, for cause unless the court determines that the appointment under section 1104(a) of a trustee or an examiner is in the best interests of creditors and the estate." Here, the court has already appointed Trustee under 11 U.S.C. § 1104(a). Doc. #391.

Cause exists to convert this bankruptcy case to chapter 7 because there is no reasonable likelihood of rehabilitation of Debtor. 11 U.S.C. § 1112(b)(4)(A). All of Debtor's assets have been sold or settled, and Debtor's business operations have ceased. Decl. of Kimberly J. Husted, Doc. #570. Trustee currently has over \$3 million cash on hand. Id. Trustee believes conversion is in the best interests of creditors and the estate because there are significant monies on hand to pay claims and conversion will expedite completion of this case. Id.

Based on the evidence before this court, the court finds cause exists to convert this bankruptcy case to chapter 7 under 11 U.S.C. § 1112(b)(1), and that conversion of this case is in the best interests of creditors and the estate.

Accordingly, subject to opposition being raised at the hearing, the court will grant this motion and convert Debtor's bankruptcy case to chapter 7.

7. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[KMT-6](#)

MOTION TO SET CLAIMS BAR DATE
2-11-2026 [[580](#)]

KIMBERLY HUSTED/MV
GREGORY TAYLOR/ATTY. FOR DBT.
GABRIEL HERRERA/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. The Moving Party will submit a proposed order after hearing.

This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. While not required, Trails End United for Change filed a

statement of non-opposition to the relief requested in the motion. Doc. #586. Unless opposition is presented at the hearing, the court intends to enter the defaults of the non-responding parties 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.

Kimberly J. Husted ("Trustee"), in her capacity as the chapter 11 trustee for the bankruptcy estate of La Hacienda Mobile Estates, LLC ("Debtor"), seeks an order from the court establishing a bar date of April 1, 2026 for the filing of chapter 11 administrative claims. Doc. #580.

On May 9, 2024, Debtor filed this case under chapter 11 in the District of Delaware. Decl. of Kimberly J. Husted, Doc. #582. On June 7, 2024, the Delaware bankruptcy court transferred Debtor's bankruptcy case to the Eastern District of California. Id. The transferred case was assigned initially to the Sacramento division. Id. On July 15, 2024, Debtor's bankruptcy case was transferred to the Fresno division. Id. On December 2, 2024, Trustee was appointed as the chapter 11 trustee for Debtor. Id. No assets remain to be liquidated, and Trustee is currently holding in excess of \$3 million to be distributed. Id. To date, no bar date for the filing of chapter 11 administrative claims has been set in this case. Id. Trustee believes setting a bar date for the filing of chapter 11 administrative claims will assist in the efficient administration of this case. Id.

The court has authority to impose a deadline for the filing of chapter 11 administrative claims under 11 U.S.C. § 503 because the establishment of such a deadline is necessary, reasonable, and authorized by 11 U.S.C. § 105(a). In re Holywell Corp., 68 B.R. 134, 137 (Bankr. S.D. Fla. 1986). Because no bar date for the filing of chapter 11 administrative claims has been set previously in this bankruptcy case, Trustee requests that the court fix April 1, 2026 as the bar date for the filing of chapter 11 administrative claims in Debtor's bankruptcy case.

Accordingly, unless opposition is presented at the hearing, the court will grant this motion and fix April 1, 2026 as the bar date for the filing of chapter 11 administrative claims in Debtor's bankruptcy case.

8. [25-10074](#)-A-12 **IN RE: CAPITAL FARMS, INC**
[FW-2](#)

CONTINUED MOTION TO USE CASH COLLATERAL
1-13-2025 [6]

CAPITAL FARMS, INC./MV
PETER FEAR/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted on an interim basis through April 22, 2026.

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

This motion was set for hearing pursuant to an interim order authorizing use of cash collateral ("Interim Order"). Doc. #361. The motion was heard initially on

January 16, 2025, and again on January 22, 2025, February 12, 2025, March 6, 2025, March 26, 2025, April 23, 2025, June 11, 2025, July 16, 2025, August 27, 2025, and November 12, 2025, and was granted on an interim basis on January 24, 2025, February 13, 2025, March 11, 2025, March 31, 2025, April 24, 2025, June 11, 2025, July 17, 2025, August 28, 2025, and November 17, 2025. See Doc. ##54, 74, 110, 126, 170, 205, 228, 301, 361. A further hearing on use of cash collateral was set for February 25, 2026. Interim Order, Doc. #361. The Interim Order provided that the debtor shall file and serve a supplemental budget for use of cash collateral by February 11, 2026. Doc. #361.

On February 11, 2026, the debtor filed and served a supplemental budget for use of cash collateral from February 26, 2026 through April 22, 2026. Doc. ##398, 400. Because the request authorizing continued use of cash collateral was set on less than 28 days' notice, opposition to the continued use of cash collateral may be raised at the hearing. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant continued use of cash collateral on an interim basis through April 22, 2026. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper. The court will issue an order if a further hearing is necessary.

Capital Farms, Inc. ("DIP" or "Debtor") moves the court for an interim order authorizing Debtor to use the cash collateral of Tech Ag Financial Group, Inc. and Rabo AgriFinance LLC (together, "Lenders") for the period February 26, 2026 through April 22, 2026 subject to a proposed budget. Doc. #398. Debtor asserts Lenders hold duly perfected security interests in nearly all of Debtor's cash collateral. Motion, Doc. #6; Stipulation, Doc. #77.

Pursuant to 11 U.S.C. § 363, a debtor in possession can use property of the estate that is cash collateral by obtaining either the consent of each entity that has an interest in such cash collateral or court authorization after notice and a hearing. 11 U.S.C. § 363(c)(2). "The primary concern of the court in determining whether cash collateral may be used is whether the secured creditors are adequately protected." In re Plaza Family P'ship, 95 B.R. 166 (E.D. Cal. 1989) (citing 11 U.S.C. § 363(e)). Bankruptcy Code § 1205(b) requires DIP to provide adequate protection to the secured creditors for DIP's use of cash collateral for any decrease in the value of the secured creditors' interest due to DIP's use of cash collateral.

DIP moves the court for an interim order authorizing DIP to use cash collateral through April 22, 2026, consistent with the budget filed as Doc. #398. DIP seeks authority to use cash collateral from cash on hand, crop sales and crop insurance in the total amount of \$961,357.97 for that period. Doc. #398.

DIP operates several almond farms on leased property. DIP seeks court authorization to use cash collateral from cash on hand, crop sales and crop insurance to pay expenses needed for its 2026 almond crop. As adequate protection for DIP's use of cash collateral, DIP will grant a replacement lien on incoming cash collateral to the extent cash collateral is actually used. Motion, Doc. #6; Stipulation, Doc. #77. The evidence filed in support of the motion shows that current cash on hand plus projected crop sales and crop insurance will be sufficient to support DIP's use of cash collateral from February 26, 2026 through April 22, 2026. Doc. #398. Lenders have consented to DIP's ongoing use of cash collateral by stipulation. Stipulation, Doc. #77; Order, Doc. #110. In addition, DIP filed a chapter 12 plan ("Plan") on February 18, 2026 that resolves all objections to confirmation of Debtor's prior chapter 12 plan. Plan, Doc. #401. A hearing to confirm the Plan is set for March 25, 2026. Doc. #404.

Accordingly, pending opposition being raised at the hearing, the motion will be GRANTED on a further interim basis through April 22, 2026, consistent with the budget set forth in Doc. #398. At the hearing, counsel for DIP should be prepared to set a new hearing date for the further use of cash collateral and a date to file and serve supplemental pleadings in case DIP has not confirmed a chapter 12 plan by April 22, 2026.

9. [25-14292](#)-A-11 **IN RE: FRANCISCO RODRIGUEZ**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
2-2-2026 [[14](#)]

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.

This matter will proceed as scheduled. If the fees due at the time of the hearing have not been paid prior to the hearing, the case will be dismissed on the grounds stated in the order to show cause.

If the installment fees due at the time of hearing are paid before the hearing, the order permitting the payment of filing fees in installments will be modified to provide that if future installments are not received by the due date, the case will be dismissed without further notice or hearing.

10. [25-14292](#)-A-11 **IN RE: FRANCISCO RODRIGUEZ**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
12-29-2025 [[1](#)]

NO RULING.

11:00 AM

1. [25-13914](#)-A-7 **IN RE: JOVANI MEJIA**

PRO SE REAFFIRMATION AGREEMENT WITH PHH MORTGAGE CORPORATION
2-3-2026 [[19](#)]

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

This matter is dropped from calendar. This matter was automatically set for a hearing because the reaffirmation agreement is not signed by an attorney. However, this reaffirmation agreement appears to relate to a consumer debt secured by real property. Pursuant to 11 U.S.C. § 524(c)(6)(B), the court is not required to hold a hearing and approve this agreement. The court will issue an order.

2. [26-10028](#)-A-7 **IN RE: ATHINA RODRIGUEZ**

PRO SE REAFFIRMATION AGREEMENT WITH BENEFICIAL STATE BANK
1-27-2026 [[14](#)]

NO RULING.

3. [25-14029](#)-A-7 **IN RE: JIMMY AMARO**

PRO SE REAFFIRMATION AGREEMENT WITH CARVANA, LLC
1-28-2026 [[18](#)]

NO RULING.

1. [24-10200](#)-A-7 **IN RE: DMW INDUSTRIES, INC.**
[LNH-1](#)

MOTION TO EMPLOY LISA HOLDER AS ATTORNEY(S)
1-27-2026 [[71](#)]

JEFFREY VETTER/MV
D. GARDNER/ATTY. FOR DBT.
LISA HOLDER/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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of 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 Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Jeffrey M. Vetter ("Trustee"), the chapter 7 trustee for the bankruptcy estate of DMW Industries, Inc. ("Debtor"), moves pursuant to 11 U.S.C. § 327(a) for authorization to employ Lisa Noxon Holder, PC ("Counsel") to serve as general bankruptcy counsel for Trustee. Doc. #71. The application to employ is dated July 2, 2024, and the accompanying declaration of Counsel is dated July 1, 2024; however, neither pleading was filed with the court until January 27, 2026. Doc. ##71, 73.

Section 327(a) of the Bankruptcy Code permits Trustee to employ, with court approval, professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" Trustee in carrying out Trustee's duties under the Bankruptcy Code. 11 U.S.C. § 327(a).

In the Ninth Circuit, bankruptcy courts "possess the equitable power to approve retroactively a professional's valuable but unauthorized services." In re Grant, 507 B.R. 306, 309 (Bankr. E.D. Cal. 2014) (quoting Atkins v. Wain, Samuel & Co. (In re Atkins), 69 F.3d 970, 973 (9th Cir. 1995)). Such awards should be limited to exceptional circumstances where an applicant can show both (1) a satisfactory explanation for the failure to receive prior judicial approval, and (2) that he or she has benefited the bankruptcy estate in some significant manner. E.g., Atkins, 69 F.3d at 975-76; In re THC Fin. Corp., 837 F.2d 389, 392 (9th Cir. 1988). These two factors must be met in order for a professional to establish exceptional circumstances, while additional factors

may, but need not, be considered by the court in exercising its discretion. Atkins, 69 F.3d at 976.

Here, while the motion fails to provide any grounds for granting the retroactive employment of Counsel, a declaration filed in support of the related fee application explains that in late June 2024, attorney Lisa Holder traveled unexpectedly from Florida to California to assist Ms. Holder's sister during a family emergency. Supp. Decl. of Lisa Holder, Doc. #78. While working remotely from an unfamiliar home office, Ms. Holder drafted the employment application, the initial motion to approve a settlement in Debtor's bankruptcy case, and the Cloobek motion. Id. Trustee returned his signature to the employment application on July 2, 2024, and Ms. Holder believed she had filed the employment application with the bankruptcy court as a routine ex parte matter. Id. However, that was not the case, which Ms. Holder only discovered when preparing her first and final fee application. Id.

Between June 4, 2024 and the filing of the employment application, Counsel performed substantive legal work for Trustee, including negotiating and documenting a settlement that increased the estate by \$7,500.00, preparing and filing the related Federal Rule of Bankruptcy Procedure 9019 motion, and preparing and filing the Cloobek motion. Id. The services described above provided a significant, measurable benefit to the bankruptcy estate, including a direct monetary recovery and the advancement of necessary case administration. Id.

Because the court finds that Counsel has satisfactorily explained Counsel's failure to receive prior judicial approval for its employment and Counsel has benefited the bankruptcy estate in a significant manner, the motion is GRANTED.

2. 24-10200-A-7 **IN RE: DMW INDUSTRIES, INC.**
LNH-6

MOTION FOR COMPENSATION BY THE LAW OFFICE OF LISA NOXON HOLDER, PC FOR
LISA HOLDER, TRUSTEES ATTORNEY(S)
1-27-2026 [75]

D. GARDNER/ATTY. FOR DBT.
LISA HOLDER/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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of 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 Sys., Inc. v.

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

Lisa Noxon Holder, PC ("Movant"), attorney for chapter 7 trustee Jeffrey M. Vetter ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from June 4, 2024 through January 21, 2026. Doc. #75; Ex. A, Doc. #80. The court has just approved the employment of Movant. See calendar matter #1 above. Movant provided legal services valued at \$3,720.00. Movant requests reimbursement for expenses in the amount of \$92.58. Doc. #75. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Decl. of Jeffrey M. Vetter, Doc. #77.

In the Ninth Circuit, bankruptcy courts "possess the equitable power to approve retroactively a professional's valuable but unauthorized services." In re Grant, 507 B.R. 306, 309 (Bankr. E.D. Cal. 2014) (quoting Atkins v. Wain, Samuel & Co. (In re Atkins), 69 F.3d 970, 973 (9th Cir. 1995)). Such awards should be limited to exceptional circumstances where an applicant can show both (1) a satisfactory explanation for the failure to receive prior judicial approval, and (2) that he or she has benefited the bankruptcy estate in some significant manner. E.g., Atkins, 69 F.3d at 975-76; In re THC Fin. Corp., 837 F.2d 389, 392 (9th Cir. 1988). These two factors must be met in order for a professional to establish exceptional circumstances, while additional factors may, but need not, be considered by the court in exercising its discretion. Atkins, 69 F.3d at 976.

Here, a declaration filed in support of the fee application explains that in late June 2024, attorney Lisa Holder traveled unexpectedly from Florida to California to assist Ms. Holder's sister during a family emergency. Supp. Decl. of Lisa Holder, Doc. #78. While working remotely from an unfamiliar home office, Ms. Holder drafted the employment application, the initial motion to approve a settlement in Debtor's bankruptcy case, and the Cloobek motion. Id. Trustee returned his signature to the employment application on July 2, 2024, and Ms. Holder believed she had filed the employment application with the bankruptcy court as a routine *ex parte* matter. Id. However, that was not the case, which Ms. Holder only discovered when preparing her first and final fee application. Id.

Between June 4, 2024 and the filing of the employment application, Counsel performed substantive legal work for Trustee, including negotiating and documenting a settlement that increased the estate by \$7,500.00, preparing and filing the related Federal Rule of Bankruptcy Procedure 9019 motion, and preparing and filing the Cloobek motion. Id. The services described above provided a significant, measurable benefit to the bankruptcy estate, including a direct monetary recovery and the advancement of necessary case administration. Id.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). 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, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) assisting Trustee in settlement of malpractice claim and approval of same; (2) preparing motion to approve administrative expenses; (3) preparing and filing employment applications; and (4) preparing and filing this fee application. Decl. of Lisa

Holder, Doc. #79; Ex. A, Doc. #80. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$3,720.00 and reimbursement for expenses in the amount of \$92.58. Trustee is authorized to make a combined payment of \$3,812.58, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

3. [26-10008](#)-A-7 **IN RE: TERESA RODRIGUEZ**
[LEH-1](#)

MOTION TO DISMISS DUPLICATE CASE
1-12-2026 [\[12\]](#)

TERESA RODRIGUEZ/MV
LAYNE HAYDEN/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for failure to comply with this court's Local Rules of Practice ("LBR").

The certificate of service does not comply with LBR 7005-1(a), which requires that the Clerk's Matrix of Creditors be used when service is on more than six parties. Here, the movant served more than six parties and did not use the court's Clerk's Matrix of Creditors as required by LBR 7005-1(a). Doc. #12.

As a further procedural matter, the motion does not comply with LBR 9004-2(c), which requires motions, notices, objections, responses, replies, declarations, affidavits, other documentary evidence, exhibits, memoranda of points and authorities, other supporting documents, proofs of service, and related pleadings to be filed as separate documents. Here, this motion was filed as a single thirteen-page document that included the movant's notice of hearing, memorandum of points and authorities, and certificate of service. Doc. #12.

As a further procedural matter, the motion does not comply with LBR 9014-1(d)(3)(D), which requires every motion or other request for relief to be accompanied by evidence establishing its factual allegations and demonstrating that the movant is entitled to the relief requested.

The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRules.aspx>.

4. [25-13514](#)-A-7 **IN RE: BERNADETTE HERNANDEZ**
[GAL-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
1-20-2026 [20]

CONSUMERS CREDIT UNION/MV
ERIC ESCAMILLA/ATTY. FOR DBT.
GARRY MASTERSON/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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f) (1). The failure of 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 Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The movant, Consumers Credit Union ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d) (1) and (d) (2) with respect to a 2024 Nissan Pathfinder, VIN: 5N1DR3AA9RC280105 ("Vehicle"). Doc. #20; Ex. A, Doc. #23.

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 any 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 the debtor has failed to make at least two complete post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$1,460.84. Decl. of Damian Orczewski, Doc. #22.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$31,098.00 and the debtor owes \$41,085.15. Orczewski Decl., Doc. #22.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d) (1) and (d) (2) to permit 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.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the debtor has failed to make at least two post-petition payments to Movant and the Vehicle is a depreciating asset.

5. [23-12924](#)-A-7 **IN RE: CHRISTY AMOS**
[FW-3](#)

MOTION TO EMPLOY NEAL MORROW AS SPECIAL COUNSEL
1-30-2026 [\[36\]](#)

PETER FEAR/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
PETER SAUER/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date 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.

Peter L. Fear ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Christy N. Amos ("Debtor"), moves the court for an order authorizing the employment of MFS Legal, Inc. ("Proposed Special Purpose Counsel") to serve as special purpose counsel in this chapter 7 case pursuant to 11 U.S.C. §§ 327 and 328. Doc. #36. Proposed Special Purpose Counsel was retained by Debtor pre-petition to pursue a breach of warranty/lemon law claim ("Claim") against FCA US LLC and its subsidiaries Clovis Chrysler Dodge Jeep Ram, Tulare SAG, Inc. d/b/a Lampe Chrysler Dodge Jeep Ram (together, "Defendant"). Doc. #36; Decl. of Neal Morrow, Doc. #38. Under the proposed terms of employment, Proposed Special Purpose Counsel will pursue the Claim against Defendant and, if successful (whether by settlement, verdict, or other judgment), seek its fees and costs from Defendant as provided by California law or if Debtor elected to keep the vehicle and accept a cash settlement, then MFS Legal, Inc. would be entitled to 50% of the settlement amount. Doc. #36. Accordingly, Trustee seeks authority to employ Proposed Special Purpose Counsel pursuant to 11 U.S.C. § 328(a) with compensation to be paid pursuant to the second option in the legal services agreement, i.e., that Proposed Special Purpose Counsel's attorneys' fees and costs incurred in pursuing the Claim will be paid in the amount of 50% of any offered settlement. Id.

Section 327(a) of the Bankruptcy Code permits Trustee to employ, with court approval, professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). Section 327(e) of the Bankruptcy Code permits Trustee to employ, with

court approval, for a specified special purpose, other than to represent the Trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney "does not represent or hold any interest adverse to the debtor or to the estate with respect to matter on which such attorney is to be employed." 11 U.S.C. § 327(e). The trustee may, with the court's approval, employ a professional on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis. 11 U.S.C. § 328(a). An application to employ a professional on terms and conditions to be pre-approved by the court must unambiguously request approval under § 328. See Circle K. Corp. v. Houlihan, Lokey, Howard & Zukin, Inc., 279 F.3d 669, 671 (9th Cir. 2002).

Trustee contends the Claim is a pre-petition asset of the estate and seeks to bring into the estate any proceeds related to the Claim for administration. Decl. of Peter L. Fear, Doc. #39. Trustee requires Proposed Special Purpose Counsel's services to assist with liquidating the Claim as an asset of the estate and thereafter to permit the court to close the Claim. Doc. #36. Trustee proposes to employ Proposed Special Purpose Counsel pursuant to 11 U.S.C. § 328(a), with Proposed Special Purpose Counsel's attorneys' fees and costs incurred in pursuing the Claim to be paid pursuant to its legal services agreement in the amount of 50% of any settlement amount, up to a maximum of \$30,000.00. Id.

Except for the pre-petition retention by Debtor as set forth above, Proposed Special Purpose Counsel has verified that it has no connection with the creditors, professionals, or any other party in interest. Morrow Decl., Doc. #38. The court finds that Proposed Special Purpose Counsel is a disinterested person as defined by 11 U.S.C. § 101(14) and does not hold or represent an interest adverse to the estate.

Accordingly, subject to opposition being raised at the hearing, this motion will be GRANTED. The arrangement between Trustee and Proposed Special Purpose Counsel is reasonable in this instance. Trustee shall submit a form of order specifically stating that employment of Proposed Special Purpose Counsel has been approved pursuant to 11 U.S.C. § 328.

6. [23-12924](#)-A-7 **IN RE: CHRISTY AMOS**
[FW-4](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH
FCA US LLC, CLOVIS CHRYSLER DODGE JEEP RAM, TULARE SAG, INC.
1-30-2026 [\[42\]](#)

PETER FEAR/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
PETER SAUER/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and 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.

Peter L. Fear ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Christy N. Amos ("Debtor"), moves the court for an order pursuant to Federal Rule of Bankruptcy Procedure 9019 approving the compromise of all claims and disputes against FCA US LLC, s/h/a FCA US, LLC and its subsidiaries Clovis Chrysler Dodge Jeep Ram, Tulare SAG, Inc. d/b/a Lampe Chrysler Dodge Jeep Ram (together, "Defendant"). Doc. #42. Trustee also requests authorization of final compensation for MFS Legal, Inc. ("Special Counsel") pursuant to 11 U.S.C. § 328. Id.

Settlement Agreement

Debtor retained Special Counsel pre-petition to pursue a "lemon law" claim against Defendant (the "Claim"). Doc. #42. Subsequently, Debtor filed her bankruptcy petition on December 29, 2023. Doc. #1. Debtor did not disclose the Claim until Trustee learned about it and Debtor amended her schedules to reflect the Claim. Doc. #42. The court has granted the motion to employ Special Counsel by tentative ruling (calendar matter #5 above). Doc. #36. Defendant offered to pay \$60,000.00 to Debtor to settle the Claim, which Special Counsel accepted. Decl. of Neal Morrow, Doc. #45. Special Counsel is holding \$30,000.00 pending bankruptcy court approval, and Debtor has remitted her \$30,000.00 to Trustee. Id. The settlement will result in a net amount to the estate of \$30,000.00 for the benefit of the estate and payment to Special Counsel for its fees and costs in the amount of \$30,000.00. Doc. #42.

On a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Fed. R. Bankr. P. 9019. Approval of a compromise must be based upon considerations of fairness and equity. Martin v. Kane (In re A & C Props.), 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the creditors with a proper deference to their reasonable views. Woodson v. Fireman's Fund Ins. Co. (In re Woodson), 839 F.2d 610, 620 (9th Cir. 1988).

It appears from the moving papers that Trustee has considered the standards of A & C Properties and Woodson. Doc. #42. Although Special Counsel believes there is a decent chance of success in litigation with respect to the Claim, Special Counsel accepted the settlement offer before Special Counsel knew about the filing of Debtor's bankruptcy petition, and thus would not be interested in prosecuting the Claim further and would seek relief as counsel if Trustee continued litigating the Claim, reducing the probability of success. Morrow Decl., Doc. #45. Trustee does not believe that he will encounter any difficulties in collection because Debtor remitted the estate's portion in the amount of \$30,000.00 to Trustee and Special Counsel is in possession of a further \$30,000.00, pending bankruptcy court approval. Morrow Decl., Doc. #45; Decl. of Peter L. Fear, Doc. #46. While the case is not factually or legally complex, there are uncertainties in trying any matter. Morrow Decl., Doc. #45.

Trustee also believes that the estate's portion of the settlement will be the only opportunity for any creditors to get any payment out of the estate because the filed claims are significant and far exceed \$30,000.00. Fear Decl.,

Doc. #46. Finally, Trustee believes in his business judgment that the settlement is fair, reasonable, and obtains an economically advantageous result for the estate. Id. The court concludes that the Woodson factors balance in favor of approving the compromise, and the compromise is in the best interests of the creditors and the estate.

Accordingly, it appears that the compromise pursuant to Federal Rule of Bankruptcy Procedure 9019 is a reasonable exercise of Trustee's business judgment. The court may give weight to the opinions of the trustee, the parties, and their attorneys. In re Blair, 538 F.2d 849, 851 (9th Cir. 1976). Furthermore, the law favors compromise and not litigation for its own sake. Id.

Final Compensation

Trustee requests, as part of the settlement, approval of attorneys' fees in the amount of \$30,000.00 to Special Counsel for services rendered in connection with the Claim. Doc. #42. The court has granted the motion to employ Special Counsel whereby Special Counsel would be entitled to seek its attorneys' fees and costs incurred in pursuing the Claim as provided for by statute (calendar matter #5 above). Doc. #36. Pursuant to the settlement, the total fees to be paid to Special Counsel are \$30,000.00. Doc. #42.

The trustee may, with the court's approval, employ a professional person on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis. 11 U.S.C. § 328(a). An application to employ a professional on terms and conditions to be pre-approved by the court must unambiguously request approval under § 328. See Circle K Corp. v. Houlihan, Lokey, Howard & Zukin, Inc., 279 F.3d 669, 671 (9th Cir. 2002).

Here, the court has tentatively authorized the employment of Special Counsel expressly under 11 U.S.C. §§ 327(e) and 328 and has authorized Special Counsel to be compensated for attorneys' fees earned and costs incurred in pursuing the Claim, as provided by statute (calendar matter #5 above). Doc. #36.

Accordingly, subject to opposition being raised at the hearing, this motion will be GRANTED. The settlement is approved and payment to Special Counsel is authorized.

7. [26-10028](#)-A-7 **IN RE: ATHINA RODRIGUEZ**

NOTICE OF INTENT TO CLOSE CASE WITHOUT ENTRY OF DISCHARGE
1-28-2026 [[16](#)]

RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Overruled.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The court will issue an order after the hearing.

This objection was set for hearing on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2). The debtor set this hearing in objection to the court's Notice of Intent to Close

Case Without Entry of Discharge dated January 28, 2026 ("Notice of Intent").
Doc. #16.

As a procedural matter, the certificate of service filed in connection with the debtor's objection (Doc. #30) does not comply with the Notice of Intent. The Notice of Intent states that the notice of hearing is to be served on the Office of the U.S. Trustee, trustee and trustee's attorney, if any. Doc. #16. Here, there is no attachment to the certificate of service filed by the debtor showing the parties, if any, served by the debtor and the addresses at which those parties were served. Thus, the court does not know whether the debtor properly served notice of her objection in the manner required by the Notice of Intent. However, because the debtor's objection does not provide valid grounds for entering a discharge in this bankruptcy case even if served properly, the court will consider the merits of the debtor's objection notwithstanding any procedural service issues.

Athina Rodriguez ("Debtor"), the debtor in this chapter 7 case, objects to the Notice of Intent whereby the court informed Debtor that the court has determined that Debtor is not entitled to a discharge pursuant to 11 U.S.C. § 727(a)(8), and so the court will close this case without entry of a discharge. Doc. #16.

Section 727(a)(8) of the Bankruptcy Code provides in relevant part that: "[t]he court shall grant the debtor a discharge, unless - . . . (8) the debtor has been granted a discharge under this section . . . in a case commenced within 8 years before the date of the filing of the petition [.]" 11 U.S.C. § 727(a)(8).

Here, Debtor filed this chapter 7 case on January 6, 2026. Debtor received a discharge on January 22, 2019 in a chapter 7 case that was filed on September 18, 2018. Case No. 18-13775, Doc. #29. Debtor does not contest these facts in her objection. Doc. #30. Because Debtor was granted a discharge in a chapter 7 case that commenced less than eight years before Debtor filed this case, Debtor is ineligible to receive a discharge in her current chapter 7 case by operation of law.

Accordingly, the court overrules Debtor's objection. Debtor's current bankruptcy case shall be closed without entry of discharge.

8. [25-10030](#)-A-7 **IN RE: LUIS/SANDRA RAMIREZ**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
1-16-2026 [[63](#)]

U.S. BANK NATIONAL ASSOCIATION/MV
BENNY BARCO/ATTY. FOR DBT.
WENDY LOCKE/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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The

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

The movant, U.S. Bank National Association, as Trustee for Lehman XS Trust Mortgage Pass-Through Certificates, Series 2006-16N ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to real property located at 2704 Sunnydale Street, Madera, California 93637 (the "Property"). Doc. #63.

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 debtors do not have any 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 the debtors have failed to make at least nine complete post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$12,498.03. Decl. of Diego Rojas, Doc. #67.

The court also finds that the Property is not necessary to an effective reorganization because the debtors are in chapter 7. However, it appears that there is equity for the debtors because the Property is valued at \$365,000.00 and the debtors owe \$281,487.04 on Movant's deed of trust and \$64,687.44 for the lien of Madison Management Services, LLC. Rojas Decl., Doc. #67; Claim 30. Thus, Movant has not shown that there is no equity in the Property for the debtors.

Accordingly, relief from the automatic stay as to the trustee's interest in the Property will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. Relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(2) is denied. No other relief is awarded.

The order shall also provide that the bankruptcy proceeding has been finalized for purposes of California Civil Code § 2923.5.

MOTION FOR COMPENSATION FOR D. MAX GARDNER, TRUSTEES ATTORNEY(S)
1-29-2026 [[92](#)]

PETER BUNTING/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and 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.

D. Max Gardner, Attorney at Law, ("Movant"), attorney for chapter 7 trustee Jeffrey M. Vetter ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from April 29, 2025 through February 28, 2026. Order, Doc. #70; Doc. #92. Movant provided legal services valued at \$7,479.50 and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of \$126.25. Id. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Doc. #96.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). 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, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) preparing motion to sell assets by auction and employ auctioneer; (2) preparing Rule 9019 motion; and (3) preparing and filing employment and fee applications. Decl. of D. Max Gardner, Doc. #94; Ex. A, Doc. #95. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

Accordingly, subject to opposition being raised at the hearing, this motion will be GRANTED. The court allows final compensation in the amount of \$7,479.50 and reimbursement for expenses in the amount of \$126.25. Trustee is authorized to make a combined payment of \$7,605.75, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

10. [25-13542](#)-A-7 **IN RE: OSCAR LORA**
[NES-2](#)

MOTION TO AVOID LIEN OF COLLECT ACCESS LLC
1-22-2026 [30]

OSCAR LORA/MV
NEIL SCHWARTZ/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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). 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). 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 Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Oscar Lora ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Collect Access LLC ("Creditor") on the residential real property commonly referred to as 7004 Akers Road, Bakersfield, California 93313 (the "Property"). Doc. #30; Am. Schedule C, Doc. #27; Schedule D, Doc. #1.

In order 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). 11 U.S.C. § 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)).

Debtor filed the bankruptcy petition on October 21, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$82,219.62 in favor of Creditor on August 28, 2025. Ex. A, Doc. #34. The abstract of judgment was recorded pre-petition in Kern County on October 7, 2025, as document number 225118926. Ex. A, Doc. #34. The lien attached to Debtor's interest in the Property located in Kern County. Doc. #30. The Property also is encumbered by a lien in favor of Valley Strong Credit Union in the amount \$242,245.00 and a lien in favor of Valley Strong Federal Credit Union in the amount of \$26,289.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$722,502.00 in the Property under

California Code of Civil Procedure § 704.730.¹ Am. Schedule C, Doc. #27. Debtor asserts a market value for the Property as of the petition date at \$385,000.00. Am. Schedule A/B, Doc. #27.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$82,219.62
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$268,534.00
Amount of Debtor's claim of exemption in the Property	+	\$722,502.00
		\$1,073,255.62
Value of Debtor's interest in the Property absent liens	-	\$385,000.00
Amount Creditor's lien impairs Debtor's exemption		\$688,255.62

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this 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 11 U.S.C. § 522(f)(1). Accordingly, this motion is GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

¹ It appears the homestead exemption claimed by Debtor in the Property of \$722,502.00 under California Code of Civil Procedure ("C.C.P.") § 704.730 in Amended Schedule C that was filed and served on January 15, 2026 (Doc. ##27, 28) exceeds the amount Debtor could claim under that statute. C.C.P. § 704.730 provides that the amount of the homestead exemption is the greater of "[t]he countywide median sale price for a single-family home in the calendar year prior to the calendar year in which the judgment debtor claims the exemption, not to exceed" \$600,000, with a minimum of \$300,000, adjusted annually for inflation beginning on January 1, 2022. C.C.P. § 704.730. The proper method to calculate the countywide median sale price for a single-family home for purposes of determining the exemption amount permitted by C.C.P. § 704.730(a) is to (1) obtain the monthly median sale price for appropriate county for each month in the applicable year from the website of the California Association of Realtors, (2) sort the twelve monthly median sales prices from lowest to highest, (3) drop the five lowest prices and the five highest prices, and (4) average the remaining two prices. The Property is located in Kern County. Doc. #30. According to the website of the California Association of Realtors, the median sale price in 2024 for a single-family home in Kern County was \$395,000.00. Case No. 25-11717, Doc. #42. Thus, Debtor's exemption under C.C.P. § 704.730 is limited to \$395,000.00, not the \$722,502.00 claimed by Debtor in Amended Schedule C. However, no party in interest timely objected to Debtor's Amended Schedule C. See Fed. R. Bank. P. 4003(b)(1) (requiring parties in interest to object to any amended exemptions within 30 days after service of such exemptions). Moreover, so long as Debtor could claim a homestead exemption of at least \$116,466.00, Creditor's judicial lien would impair Debtor's exemption. Because Debtor could claim a homestead exemption in the amount of \$395,000.00 in the Property, the motion should be granted notwithstanding Debtor's improperly claimed homestead exemption of \$722,502.00.

11. [25-14043](#)-A-7 **IN RE: FERNANDO MARI**
[SKI-1](#)

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

SANTANDER CONSUMER USA INC./MV
NEIL SCHWARTZ/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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of 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 Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The movant, Santander Consumer USA Inc. dba Chrysler Capital as servicer for CCAP Auto Lease Ltd. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2022 Jeep Gladiator, VIN: 1C6HJTAG0NL129723 ("Vehicle"). Doc. #13.

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).

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least one complete pre-petition payment. Movant has produced evidence that the debtor is delinquent by at least \$489.94 plus vehicle return fees of \$450.00. Decl. of Christopher Little, Doc. #16. According to the debtor's Statement of Intention, the Vehicle will be surrendered. Doc. #1. The debtor voluntarily surrendered the Vehicle to the dealership on December 12, 2025. Little Decl., Doc. #16.

Accordingly, the motion is granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to gain immediate possession of the Vehicle pursuant to applicable law. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the debtor has failed to make at least one pre-petition payment to Movant and has voluntarily surrendered the Vehicle to Movant.

MOTION FOR RELIEF FROM AUTOMATIC STAY
1-14-2026 [\[24\]](#)

TOYOTA MOTOR CREDIT CORPORATION/MV
NEIL SCHWARTZ/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.
DISCHARGED 10/21/2024

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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtors, 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 Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtors' interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtors' discharge was entered on October 21, 2024. Doc. #14. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, 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 Tesla Model Y, VIN: 5YJYGDEE7MF244343 ("Vehicle"). Doc. #24.

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 debtors do not have any 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 the debtors have failed to make at least three complete post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$2,162.28. Decl. of Debra Knight, Doc. #27. In addition, Movant believes that the debtors are operating the Vehicle without proper insurance. Id.

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 the debtors are in chapter 7. Movant values the Vehicle at \$25,450.00 and the amount owed to Movant is \$30,868.55. Knight Decl., Doc. #27.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit 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.

13. [24-11362](#)-A-7 **IN RE: CRISPIN TRINIDAD**
[LNH-6](#)

MOTION FOR COMPENSATION FOR LISA NOXON HOLDER, TRUSTEES ATTORNEY(S)
1-22-2026 [[60](#)]

LAYNE HAYDEN/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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of 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 Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Lisa Noxon Holder, PC ("Movant"), attorney for chapter 7 trustee Irma Edmonds ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from September 7, 2024 through September 9, 2025. Order, Doc. #25; Doc. #60. Movant provided legal services valued at \$11,040.00, and requests compensation for that amount. Id. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Decl. of Irma Edmonds, Doc. #63.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). 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, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) obtain authority to sell real property and the estate's interest in a Jeep; (2) prepare applications to

employ the realtor and counsel; (3) address various issues regarding title defects, defective notarization and disputed transfer; (4) coordinate payoff logistics with multiple lienholders; (5) address claims-related questions affecting distribution; and (6) prepare fee application. Decl. of Lisa Holder, Doc. #64; Ex. A, Doc. #62. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$11,040.00. Trustee is authorized to make a payment of \$11,040.00, representing compensation, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

14. [23-11771](#)-A-7 **IN RE: PARADIGM STEEL FABRICATORS INC.**
[LNH-5](#)

MOTION FOR COMPENSATION FOR LISA HOLDER ATTORNEY FOR CHAPTER 7 TRUSTEE
1-20-2026 [[99](#)]

D. GARDNER/ATTY. FOR DBT.
LISA HOLDER/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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of 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 Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Lisa Noxon Holder, PC, ("Movant"), attorney for chapter 7 trustee Jeffrey M. Vetter ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from September 19, 2023 through July 30, 2025. Order, Doc. #30; Doc. #99. Movant provided legal services valued at \$15,000.00, and requests compensation for that amount. Doc. #99. Movant requests reimbursement for expenses in the amount of \$188.00. Id. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Decl. of Jeffrey M. Vetter, Doc. #101.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). 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, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: to (1) assisting Trustee to sell the debtor's vehicles, business equipment, and inventory; (2) prepare the applications to employ and compensate the auctioneer; (3) negotiate and document the carve-out agreements with the IRS and junior-secured creditors; (4) clear vehicles sales with the DMV; (5) analyze avoidance actions; (6) analyze real property lease issues including potential lease assumption and sale, and an administrative rents claim; and (7) employ and compensate Movant. Decl. of Lisa Holder, Doc. #102; Ex. A, Doc. #103. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$15,000.00 and reimbursement for expenses in the amount of \$188.00. Trustee is authorized to make a combined payment of \$15,188.00, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

15. [26-10190](#)-A-7 **IN RE: CLOE AGUIRRE**

MOTION TO DISMISS DUPLICATE CASE
1-23-2026 [[13](#)]

CLOE AGUIRRE/MV
ARETE KOSTOPOULOS/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

The notice of hearing filed in connection with this motion does not comply with Local Rule of Practice ("LBR") 9014-1(d)(3)(B)(i), which requires the notice to advise potential respondents whether and when written opposition must be filed, the deadline for filing and serving it, and the names and addresses of the persons who must be served with any written opposition. Doc. #14. Here, the notice of hearing provides no information regarding the manner in which a party must oppose the requested relief.

As a further procedural matter, the notice of hearing filed in connection with this motion does not comply with either LBR 9014-1(d)(3)(B)(ii), which requires the notice to advise potential respondents that the failure to file timely written opposition may result in the motion being resolved without oral argument and the striking of untimely written opposition, or LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing. Doc. #14.

As a further procedural matter, the motion does not comply with LBR 9014-1(d)(3)(D), which requires every motion or other request for relief to be accompanied by evidence establishing its factual allegations and demonstrating that the movant is entitled to the relief requested.

As a further procedural matter, the motion and supporting papers do not comply with LBR 9014-1(c). Doc. #13-15. "In motions filed in the bankruptcy case, a Docket Control Number (designated as DCN) shall be included by all parties immediately below the case number on all pleadings and other documents, including proofs of service, filed in support of or opposition to motions." LBR 9014-1(c)(1). "Once a Docket Control Number is assigned, all related papers filed by any party, including motions for orders shortening the amount of notice and stipulations resolving that motion, shall include the same number." LBR 9014-1(c)(4). See LBR 9004-2(b)(6).

The court encourages counsel to review the local rules to ensure compliance in future matters or those matters also may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRules.aspx>.

16. [26-10577](#)-A-7 **IN RE: KA'REN KETENDJIAN**
[SAH-1](#)

MOTION TO COMPEL ABANDONMENT
2-12-2026 [6]

KA'REN KETENDJIAN/MV
SUSAN HEMB/ATTY. FOR DBT.
OST 2/13/26

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

The notice of hearing filed in connection with this motion does not comply with Local Rule of Practice ("LBR") 9014-1(d)(3)(B)(i), which requires the notice to advise potential respondents whether and when written opposition must be filed, the deadline for filing and serving it, and the names and addresses of the persons who must be served with any written opposition. Doc. #7. Here, the notice of hearing provides no information regarding the manner in which a party must oppose the requested relief.

As a further procedural matter, the notice of hearing filed in connection with this motion does not comply with either LBR 9014-1(d)(3)(B)(ii), which requires the notice to advise potential respondents that the failure to file timely written opposition may result in the motion being resolved without oral argument and the striking of untimely written opposition, or LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing. Doc. #7.

As an informative matter, the motion states that the debtor has claimed a \$280.00 exemption in misc. wall prints, computer, monitor and printer. However, there is no such exemption claimed on Schedule C filed with the petition. Schedule C, Doc. #1.

The court encourages counsel to review the local rules to ensure compliance in future matters or those matters also may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRules.aspx>.