



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B - Courtroom #13
Fresno, California
Hearing Date: Wednesday, March 4, 2026**

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

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

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

Please also note the following:

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [25-13114](#)-B-13 **IN RE: MARK/TOBI MAIN**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY
LILIAN G. TSANG
11-7-2025 [\[29\]](#)

LILIAN TSANG/MV
PETER BUNTING/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: To be determined at the hearing.

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

This matter was originally heard on December 4, 2025. Doc. #46. It was continued to January 14, 2026, and then to March 4, 2026. Doc. #53.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Mark and Tobi Main ("Debtor") on September 24, 2025, on the following basis:

1. Debtors' Statement of Financial Affairs must be amended.
 - a. The Debtors' transfer of a 1995 Ford F250 to their son in a vehicle swap was not disclosed.
 - b. Debtors' 2024 federal income tax return indicates Joint Debtor received business income that was not disclosed.
2. The plan provides for NewRez Mortgage LLC ("NewRez") to be treated as a Class 4 claim. NewRez has filed an objection to confirmation alleging a prepetition arrearage of \$4,246.28, which means NewRez must be treated as a Class 1 creditor to be paid through the plan.

Doc. #29.

On November 20, 2025, Debtors filed a Response to the Trustee's Objection stating that they had filed an Amended Statement of Financial Affairs to resolve Trustee's Objection #1. Doc. #38; see also Doc. #33 (*Amended Statement of Financial Affairs*). As to Objection #2, Debtors assert that they are not

forth with any evidence showing that a delinquency exists. *Id.* The Response is accompanied by the Declaration of Tobi Main which asserts that Debtors made their mortgage payments pursuant to a "verbal agreement" whereby Debtors would be permitted to defer three missed payments until their loan matured. Doc. #38. Debtors concede that this agreement was never memorialized, but they aver that since the making of that verbal agreement, whenever they used NewRez's automated payment system, it consistently stated that the total amount due was only \$1,629.03, their normal monthly payment, which Debtors paid dutifully each month. *Id.*

Also on November 20, 2025, NewRez filed a Proof of Claim in this case. POC #18. On December 1, 2025, Debtors filed an *Objection to Proof of Claim* as to POC #18, arguing therein that the arrearage claimed by NewRez should be reduced from \$4,246.28 to \$0.00. Doc. #41.

On January 14, 2026, the court overruled Debtors' *Objection to Proof of Claim* without prejudice on procedural grounds. Doc. #54. After consultation with the Trustee and Debtors' counsel, the court continued this matter to March 4, 2026, to give Debtors opportunity to file and notice a procedurally proper *Objection to Proof of Claim* which they have done. See *Item #2, below*.

It appears that the Trustee's Objection #1 has been resolved by the Debtor's amended filings. If that is not the case, the Trustee may advise the court so at the hearing. However, resolution of Objection #2 turns on the court's disposition of the Debtor's *Objection to Proof of Claim* in *Item #2*, and for the reasons outlined in the court's prehearing disposition of that matter, any such disposition is undetermined.

This matter will proceed as scheduled. If the court sustains the *Objection to Proof of Claim*, the court is inclined to OVERRULE the Trustee's *Objection to Confirmation*. If the court overrules the *Objection to Proof of Claim*, the court will instead be inclined to SUSTAIN the Trustee's *Objection to Confirmation*.

2. [25-13114](#)-B-13 **IN RE: MARK/TOBI MAIN**
[PBB-4](#)

OBJECTION TO CLAIM OF MILL CITY MORTGAGE LOAN TRUST 017-2
WILMINGTON SAVINGS FUND SOCIETY, FSB, CLAIM NUMBER 18
1-23-2026 [\[59\]](#)

TOBI MAIN/MV
PETER BUNTING/ATTY. FOR DBT.

NO RULING.

Mark Anthony Main and Tobi Elaine Main (“Debtors”) object to allowance of a pre-petition arrearage claim #18 (“POC #18”) filed on November 20, 2025, on behalf of Mill City Mortgage Loan Truste 2017-2, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust as Trustee by servicing company NewRez, LLC (“NewRez” or “Claimant”). Doc. #59 *et seq.* The amount of the arrearage claim to which Debtors object is \$4,246.28, which they claim should be reduced to zero. *Id.*

Claimant was properly served on January 6, 2022, by first-class mail to the person designated on Claimant’s proof of claim as the person to receive notices at the address indicated in accordance with Rule. 3007(a)(2)(A). Doc. #63. Specifically, Debtors served Claimant via first class mail at the address for Claimant’s agent, Hill Wallack, LLP, and at the address listed for Claimant on POC #18. Debtors also served Baron Silverstein, President of NewRez via certified mail. *Id.*

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

This objection was filed and served pursuant to Local Rule of Practice (“LBR”) 3007-1(b)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents’ defaults and sustain the objection. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 90141(f)(2). The court will issue an order if a further hearing is necessary.

11 U.S.C. § 502(a) states that a claim or interest, evidenced by a proof filed under section 501, is deemed allowed, unless a party in interest objects. Federal Rule of Bankruptcy Procedure 3001(f) states that a proof of claim executed and filed in accordance with these rules shall constitute *prima facie*

evidence of the validity and amount of the claim. If a party objects to a proof of claim, the burden of proof is on the objecting party. *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (B.A.P. 9th Cir. 2000).

In support of this Objection, Debtors have submitted a declaration by co-debtor Tobi Main (Doc. #61 - "the Declaration") and an exhibit consisting of POC #18 (Doc. #62).

POC #18 lists Debtor's pre-petition arrearage for principal and interest as \$0.00, but it asserts a \$920.00 arrearage for fees and costs and a \$3,326.28 arrearage for an escrow shortage. POC #18; Doc. #62. Debtors direct the court's attention to pages 9-10 of POC #18, which includes an escrow analysis on the subject loan completed on September 15, 2025, which describes a shortage in the amount of \$3,326.28 and an adjustment in the monthly mortgage payments from \$1,629.03 to \$1,570.65 beginning October 1, 2025. *Id.*, pg. 9 (*Shellpoint - Annual Escrow Account Disclosure Statement*)

In the Declaration, Debtors assert that they have made all post-petition mortgage payments that have come due since the filing of the case in accordance with a telephone prompt from NewRez's automated payment system. Doc. #61. Debtors assert their belief that they can pay any escrow shortage through their current mortgage payment of \$1,629.03 per month as outlined in the escrow analysis. *Id.* Debtor asks for permission to pay late fees directly to NewRez, which the court interprets as an admission that the \$920.00 arrearage for fees and costs is owed, irrespective of whether Debtors are required to pay any escrow shortage through the plan. *Id.*

The relevance of this seemingly small amount of arrearage at issue lies in the fact that Debtors' current plan calls for them to make direct payments to NewRez in Class 4. See Doc. #13 (Chapter 13 Plan). However, the Trustee objects to confirmation of the plan due to the placement of the NewRez claim in Class 4 (Direct Payments) rather than in Class 1 where the arrearage can be paid through the plan.

In the court's view, there are two separate issues at play in the instant Objection. First is the question of whether Debtors have met their burden of proof and overcome the prima facie validity of the Proof of Claim as it pertains to the alleged escrow shortage. Debtors' position is that there is no such shortage because they have been making payments in the amount NewRez has required through the mechanism of NewRez's telephonic

banking system. In the absence of opposition, the court may accept Debtors' position as valid, but the clear statement of a \$3,326.28 escrow shortage in the exhibit supplied by Debtors gives the court pause. Further, there is nothing inconsistent with the current payment history and the occasional escrow shortage on a long-term debt. NewRez will be able to address shortages under Federal Rule of Bankruptcy Procedure 3002.1.

The second issue lies in the \$920.00 arrearage for unpaid late fees and costs. Debtors seem to acknowledge this as a valid arrearage but express a desire to simply pay directly to Claimant what is admittedly a relatively small sum.

The hearing in this matter will proceed as scheduled. After hearing from the Debtors and the Trustee (and Claimant if it responds in opposition), the court may either SUSTAIN or OVERRULE the Objection.

3. [25-14116](#)-B-13 **IN RE: MICHAEL/SUZETTE MARTIN**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY
LILIAN G. TSANG
1-15-2026 [[12](#)]

LILIAN TSANG/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This hearing will proceed as scheduled.

DISPOSITION: Disposition to be determined at the hearing.

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

This matter was originally heard on February 4, 2026. Doc. #15.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Michael and Suzette Martin ("Debtors") on December 10, 2026, on the following basis:

1. The plan proposes paying 0% to unsecured creditors. According to the Trustee's liquidation analysis, Debtors must pay at least 3.79% to satisfy the liquidation test.
2. Schedule A/B must be amended to reflect money that Debtors are owed for prepetition work performed by them which was not disclosed until the 341 Meeting of Creditors.

Doc. #12. On February 18, 2026, Debtors filed a Response, stating in relevant part:

The objection relates to how much must be paid to unsecured creditors, if any. Debtors are in the process of filing amended Schedules A/B, which will show that nothing must be paid to unsecured creditors. Although debtors are owed money, it is highly doubtful that it will ever be collected, in that the other side retained counsel to dispute it.

Doc. #18. Debtors requested that the Trustee's Objection be overruled. *Id.* On February 21, 2026, Debtors filed an *Amended Schedule A/B*. Doc. #19.

This matter will proceed as scheduled to determine whether Trustee's objections have been resolved.

4. [24-11319](#)-B-13 **IN RE: JAIME YBARRA AND LUZ RIVERA DE YBARRA**
[SLL-1](#)

MOTION TO MODIFY PLAN
1-22-2026 [\[46\]](#)

LUZ RIVERA DE YBARRA/MV
STEPHEN LABIAK/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.

Jaime Ybarra and Luz Rivera de Ybarra ("Debtors") move for an order confirming the *First Modified Chapter 13 Plan* dated January 22, 2026. Docs. #46, #50. Debtors' current plan was confirmed on September 20, 2024. Doc. #39.

No party has timely objected.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of any party in interest, including but not limited to creditors, the U.S. Trustee, and the case Trustee, to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987).

The motion requests that the confirmed plan be modified as follows:

1. Debtors will pay an aggregate of \$20,292.00 for months 1-19. The monthly plan payment will decrease from \$1,068.00 down to \$1005.00 per month for months 20-36.
2. Debtors' remaining attorney's fees total \$3,499.57 for months 1-19. The attorney fees dividend will be \$205.86 per month for months 20-36.
3. The distribution to general unsecured creditors will change from 35.69% on claims estimated at \$76,698.00 to 27.83% on claims estimated at \$98,337.26.

Compare Docs. #7 and #50.

The moving papers indicate that this modification was necessary because the general unsecured claims came in significantly higher than originally stated. Doc. #46. Also, it appears that Debtors have experienced a slight decrease in monthly net income. *Compare Docs. #1 (Schedule I & J) and #44 (Amended Schedule I & J)*. Based on the Amended Schedules I & J, it appears Debtors can afford the monthly plan payment. Doc. #44.

No party in interest has objected, and the defaults of all non-responding parties in interest are entered. This motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

5. [25-12319](#)-B-13 **IN RE: SALATIEL/MARIA RUIZ**
[JDW-1](#)

MOTION TO CONFIRM PLAN
1-15-2026 [[34](#)]

MARIA RUIZ/MV
JOEL WINTER/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Denied as moot

ORDER: The court will issue an order.

On January 30, 2026, Salatiel Ruiz and Maria S. Ruiz ("Debtors") filed their *Second Amended Chapter 13 Plan*. Doc. #45. Accordingly, this *Motion to Confirm the First Amended Chapter 13 Plan dated January 15, 2026*, (Doc. #34) will be DENIED as moot

6. [25-13620](#)-B-13 **IN RE: JOSE/MARINA AVALOS**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY
LILIAN G. TSANG
12-8-2025 [[12](#)]

LILIAN TSANG/MV
STEVEN ALPERT/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to March 18, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

It is hereby ordered that this matter be CONTINUED to March 18, 2026, at 9:30 a.m. to be heard in conjunction with Debtors *Motion for Valuation* pertaining to the collateral of creditor OneMain Financial Group. See Doc. #31 *et seq.*

7. [25-13533](#)-B-13 **IN RE: SARAH ACEVEDO**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE
LILIAN G. TSANG
12-3-2025 [\[16\]](#)

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

An order dismissing this case was already entered on February 24,
2026. Doc. #50. The motion will be DENIED AS MOOT.

8. [25-13533](#)-B-13 **IN RE: SARAH ACEVEDO**
[LGT-2](#)

CONTINUED MOTION TO DISMISS CASE
12-4-2025 [\[19\]](#)

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

An order dismissing this case was already entered on February 24,
2026. Doc. #50. The motion will be DENIED AS MOOT.

9. [25-14148](#)-B-13 **IN RE: JESSE DILLON**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY
LILIAN G. TSANG
1-13-2026 [\[12\]](#)

LILIAN TSANG/MV
ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION: Objection Sustained. Confirmation Denied.

ORDER: The court will issue an order.

This matter was originally heard on February 4, 202. Doc. #17.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the Chapter 13 Plan filed by Jesse Dillon "Debtor") on December 14, 2026, on the following basis

1. Debtor has not yet filed a motion nor obtained an order valuing the collateral of Class 2 claimant Carmax Auto Finance.
2. There is a significant discrepancy between Debtor's income as reflected on Form 122C-1 and in his paystubs.
3. Trustee requests documentation on Debtor's real property at 216 River Oaks Drive, Bakersfield, CA. Trustee also requests Debtor's most recent retirement account to verify the maturity of an outstanding retirement fund loan

Doc. #12.

The court continued this objection to March 4, 2026, at 9:30 a.m. Docs. ##17-18. Debtor was directed to file and serve a written response to the objection not later than fourteen (14) days before the continued hearing date, or file a confirmable, modified plan in lieu of a response not later than seven (7) days before the continued hearing date, or the objection would be sustained on the grounds stated in the objection without further hearing. *Id.*

Debtor filed neither a written response nor a modified plan. Therefore, Trustee's objection will be SUSTAINED on the grounds stated in the objection, and this motion will be DENIED.

10. [25-27351](#)-B-13 **IN RE: MARLESA RICHARDSON**
[DPC-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY DAVID P. CUSICK
2-10-2026 [[13](#)]

DAVID CUSICK/MV
PAULDEEP BAINS/ATTY. FOR DBT.

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

DISPOSITION: Continued to April 1, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Chapter 13 trustee David P. Cusick ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Marlesa Richardson ("Debtor") on December 30, 2025, on the following basis:

1. Debtor failed to appear at the 341 Meeting of Creditors which was conducted on February 5, 2026. The meeting was continued to February 20, 2026.
2. Debtor is delinquent in the amount of \$565.00 as of February 10, 2026, with additional payments accruing.

Doc. #13.

This objection will be CONTINUED to April 1, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

11. [26-10058](#)-B-13 **IN RE: MANUEL VELASQUEZ AND ANAHI
MORALES PERCINO**
[FW-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY FREEDOM MORTGAGE CORP.
2-12-2026 [\[19\]](#)

FREEDOM MORTGAGE CORPORATION/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
FANNY WAN/ATTY. FOR MV.

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

DISPOSITION: Continued to April 1, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Creditor Freedom Mortgage Corporation ("Creditor") objects to confirmation of the *Chapter 13 Plan* filed by Manuel Velasquez and Anahi Morales Percino ("Debtors") on January 7, 2026, on the following basis:

1. The plan fails to provide for the curing of the default and maintenance of payments on Creditors' claim for which final payment is due after the proposed final payment under the plan.

Doc. #13.

This objection will be CONTINUED to April 1, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtors shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtors elect to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtors do not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

12. [26-10058](#)-B-13 **IN RE: MANUEL VELASQUEZ AND ANAHI
MORALES PERCINO**
[JCW-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY AMERICAN HONDA FINANCE
CORPORATION
1-27-2026 [[12](#)]

AMERICAN HONDA FINANCE CORPORATION/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.

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

DISPOSITION: Continued to April 1, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Creditor American Honda Finance Corporation ("Creditor") objects to confirmation of the *Chapter 13 Plan* filed by Manuel Velasquez and Anahi Morales Percino ("Debtors") on January 7, 2026, on the following basis:

1. The plan fails to provide for payment of the full replacement value of Creditor's collateral.

Doc. #12.

This objection will be CONTINUED to April 1, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtors shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtors elect to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtors do not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

If the Debtors elect to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtors do not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

14. [25-14275](#)-B-13 **IN RE: EDITH SELLERS**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
2-11-2026 [16]

LILIAN TSANG/MV
ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION: Continued to April 1, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Lilian G. Tsang, Chapter 13 Trustee ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Edith Sellers ("Debtor") on January 7, 2026, on the following basis:

1. Debtor is delinquent \$758.00 as of February 11, 2026, with additional payments accruing.
2. Trustee requests verification of income regarding \$400.00 of income derived "from savings" listed on Debtor's Schedule I.
3. There is a discrepancy between Section 3.05 of the Plan and the Disclosure of Compensation of Attorney for Debtor, specifically pertaining to the percentage of the attorney's fees to be paid by ARAG Legal Insurance.
4. Debtor failed to appear at the 341 meeting of creditors. The continued meeting is set for February 26, 2026.

Doc. #16. On February 26, 2026, the Trustee filed a *Supplement* advising Objections #2 and #4 had been resolved but Objections #1 and #3 had not. Doc. #19.

This objection will be CONTINUED to April 1, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the

Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

15. [25-12676](#)-B-13 **IN RE: FRED KISER**
[KLG-3](#)

MOTION TO CONFIRM PLAN
1-22-2026 [[56](#)]

FRED KISER/MV
ARETE KOSTOPOULOS/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.

Fred Kiser ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated December 30, 2026. Docs. ##55-56. No plan has been confirmed so far.

No party has timely objected.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of any party in interest, including but not limited to creditors, the U.S. Trustee, and the case Trustee, to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987).

The 36-month plan contains the following terms:

1. Plan payments will be as follows: \$1,777.34 per month for months 1, 3, and 4; \$1,036.78 for month 3; and \$1,925.45 for months 5-36.

2. Secured creditors will be sorted into classes and treated as follows:
 - a. Class 2A: Corning Credit Union (Non-PMSI, 2021 Chevy Silverado). \$22,997.92 at 2.999% with a monthly dividend of \$668.80.
 - b. Class 3: Bridgecrest Acceptance Corp. (2015 Subaru Imp). Surrendered.
3. A 43% dividend to general unsecured creditors with claims estimated at \$46,924.72.
4. Executory contracts to be assumed:
 - a. Cube Smart. \$100.00 per month.
 - b. Elite Property Management. \$1,400.00 per month.

Doc. #55.

No party in interest has objected, and the defaults of all non-responding parties in interest are entered. This motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

16. [25-14279](#)-B-13 **IN RE: FRANCISCO SALCEDO**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G TSANG
2-17-2026 [[22](#)]

LILIAN TSANG/MV
STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Continued to April 1, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Lilian G. Tsang, Chapter 13 Trustee ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Francisco Salcedo ("Debtors") on December 26, 2025, on the following basis:

1. The Debtor is delinquent in plan payments by \$10,100.00 as of February 17, 2026, with additional payments accruing.
2. The plan proposes to pay creditor OneMain Financial in Class 2 and pay the value of the collateral securing the claim, but Debtor has not yet filed a Motion for Valuation.

Doc. #22.

This objection will be CONTINUED to April 1, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the

objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

17. [25-13783](#)-B-13 **IN RE: MARILU LOPEZ LOPEZ**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE
LILIAN G. TSANG
12-18-2025 [[12](#)]

ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION: Overruled.

ORDER: The court will prepare the order.

This matter was originally heard on January 7, 2026, and continued to February 4, 2026. Doc. #16. It was later continued once more to March 4, 2026. Doc. #32.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the Chapter 13 Plan filed by Marilu Lulu Lopez Lopez ("Debtor") on November 9, 2025, on the following basis:

1. The monthly plan payment must increase from \$600.00 to \$610.70 to fully fund the plan. The Trustee is not opposed to resolving this in the confirmation order.
2. The plan provides for Navy Federal Credit Union to be treated as a Class 2(B) claim, but no motion for valuation has been filed.
3. Trustee requests that a full 6 months of bank statements be provided to determine if Debtor has received any additional undisclosed funds from her now-closed IT business.

Doc. #12. During the hearing conducted on February 4, 2026, the Trustee advised that Objections #1 and #3 were resolved, but Debtor still needed to file a motion for valuation. Doc. 334 (Court Audio of

February 4, 2026, hearing). On February 4, 2026, Debtor filed a valuation motion to value the collateral securing at issue in Objection #2. Doc. #26 et seq.

On this date, the court has granted Debtor's *Motion for Valuation*. See Item #18 below. Accordingly, Objection #2 has been resolved. This *Objection to Confirmation* will be OVERRULED.

18. [25-13783](#)-B-13 **IN RE: MARILU LOPEZ LOPEZ**
[RSW-1](#)

MOTION TO VALUE COLLATERAL OF NAVY FEDERAL CREDIT UNION
2-4-2026 [[26](#)]

MARILU LOPEZ LOPEZ/MV
ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Marilu Lopez Lopez ("Debtor") moves for an order valuing a 2022 Honda Civic ("Vehicle") at \$14,000.00 under 11 U.S.C. § 506(a). Doc. #26 et seq. Vehicle is encumbered by a purchase money security interest in favor the Navy Federal Credit Union ("Creditor" or "NFCU").

Debtor complied with Fed. R. Bankr. Pro. Rules 3012(b) and 7004(b)(3) by serving Creditor a copy of the motion to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process. Doc. #31 (Certificate of Service). In this case, Debtor served NFCU via certified mail to the attention of NFCU's President and also by first class mail at the address in the petition and NFCU's Proof of Claim. *Id.* Creditor is not a depository institution within the meaning of Rule 7004(h), so service by certified mail was not required, but Debtor did not err by serving the Creditor's president in that way.

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not

materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 1325(a) (*) (the hanging paragraph) states that 11 U.S.C. § 506 is not applicable to claims described in that paragraph if (1) the creditor has a purchase money security interest securing the debt that is the subject of the claim, (2) the debt was incurred within 910 days preceding the filing of the petition, and (3) the collateral is a motor vehicle acquired for the personal use of the debtor.

11 U.S.C. § 1325(a) (*) (the hanging paragraph) states that 11 U.S.C. § 506 is not applicable to claims described in that paragraph if (1) the creditor has a purchase money security interest securing the debt that is the subject of the claim, (2) the debt was incurred within one year preceding the filing of the petition, and (3) the collateral is anything of value other than a motor vehicle.

11 U.S.C. § 506(a) (1), which applies to all debtors under this title, states:

An allowed claim of a creditor secured by a lien on property in which the estate has an interest, or that is subject to setoff under section 553 of this title, is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property, or to the extent of the amount subject to setoff, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to set off is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting such creditor's interest.

11 U.S.C. § 506(a) (2) states:

If the debtor is an individual in a case under chapter 7 or 13, such value with respect to personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value

shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined.

Here, Debtor borrowed money from Creditor to refinance the Vehicle in December 2023. Doc. #19 (Debtor's Declaration). Although the collateral is a vehicle, the loan it secures was a refinance and is not secured by a purchase money security interest, which removes it from the "910 days" category in favor of the "one year" category. As the refinancing took place more than one year before the November 9, 2025, petition date, the elements of § 1325(a)(*) are not met and § 506 is applicable.

Debtor declares Vehicle has a replacement value of \$14,000.00. Doc. #26. Debtor is competent to testify as to the value of the Vehicle. Given the absence of contrary evidence, the debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Creditor's secured claim will be fixed at \$14,000.00. The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

19. [26-10085](#)-B-13 **IN RE: CHRISTINA/CHEYENNE WELBORN**

[DW-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TOYOTA MOTOR CREDIT CORPORATION

2-13-2026 [[28](#)]

TOYOTA MOTOR CREDIT CORPORATION/MV
ARETE KOSTOPOULOS/ATTY. FOR DBT.
DENNIS WINTERS/ATTY. FOR MV.

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

DISPOSITION: Continued to April 1, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Toyota Motor Credit Corporation ("Creditor") objects to confirmation of the *Chapter 13 Plan* filed by Christina and Cheyenne Welborn ("Debtors") on January 7, 2026, on the following basis:

1. The proposed plan fails to pay the proper *Till* rate on Creditor's claim. The interest rate must be increased to 9.75%.

Doc. #28. On March 2, 2026, Debtors filed an *Opposition to Creditor's Objection*. Doc. #32.

This objection will be CONTINUED to April 1, 2026, at 9:30 a.m. to give Creditor opportunity in advance of the hearing to file a written reply. Any such reply shall be served no later than **7 days before the hearing**.

If the Debtors elect to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtors do not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

20. [26-10085](#)-B-13 **IN RE: CHRISTINA/CHEYENNE WELBORN**

[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
2-11-2026 [\[25\]](#)

LILIAN TSANG/MV
ARETE KOSTOPOULOS/ATTY. FOR DBT.

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

DISPOSITION: Continued to April 1, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Christina and Cheyenne Welborn ("Debtors") on January 7, 2026, on the following basis:

1. The proposed plan fails the liquidation test. It proposes to pay only \$2,580.90 or 3.00%. Trustee calculates that at least \$3,315.03 or 3.96% to general unsecured creditors.
2. The Disclosure of Compensation of Attorney for Debtor is incorrect and lacks the required language from the standard form, and it must be amended.

Doc. #25.

This objection will be CONTINUED to April 1, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtors shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the

Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtors elect to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtors do not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

21. [26-10477](#)-B-13 **IN RE: RONNIE/TOWANA JOHNSON**
[DCJ-1](#)

MOTION TO EXTEND AUTOMATIC STAY
2-19-2026 [\[10\]](#)

TOWANA JOHNSON/MV
DAVID JOHNSTON/ATTY. FOR DBT.
OST 2/24/26

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 court will prepare the order.

Ronnie and Towana Johnson ("Debtors") request an order extending the automatic stay under 11 U.S.C. § 362(c)(3). Doc. #10.

This matter will be called and proceed as scheduled. Written opposition was not required and may be presented at the hearing.

This motion was set for hearing on shortened notice with an OST under the procedure specified in Local Rule of Practice ("LBR") 9014-1(f)(3). Consequently, the creditors, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offer opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion. Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

Under 11 U.S.C. § 362(c) (3) (A), if the debtor has had a bankruptcy case pending within the preceding one-year period that was dismissed, then the automatic stay under subsection (a) shall terminate with respect to the debtor on the 30th day after the latter case is filed.

This Debtor's cases within the last year are as follows:

Docket	Filed	Dismissed	Reason for dismissal
25-25028 ("the First Case")	8/16/2025	1/28/26	Failure to set a plan. Failure to file and set a valuation hearing on certain secured collateral. Failure to provide required documents.
26-10477 ("the Current Case")	2/4/2026	Pending	n/a

The automatic stay in the Current Case will expire on March 6, 2026.

11 U.S.C. § 362(c) (3) (B) allows the court to extend the stay to any or all creditors, subject to any limitations the court may impose, after a notice and hearing where the debtor demonstrates that the filing of the latter case is in good faith as to the creditors to be stayed. Such request must be made within 30 days of the petition date.

A case is presumptively filed not in good faith as to all creditors if any of the conditions listed 11 U.S.C. § 362(c) (3) (C) exist:

- I. more than 1 previous case under any of chapters 7, 11, and 13 in which the individual was a debtor was pending within the preceding 1-year period [§ 362(c) (3) (C) (i) (I)];
- II. a previous case under any of chapters 7, 11, and 13 in which the individual was a debtor was dismissed within such 1-year period, after the debtor failed to:
 - aa. file or amend the petition or other documents as required by this title or the court without substantial excuse (but mere inadvertence or negligence shall not be a substantial excuse unless the dismissal was caused by the negligence of the debtor's attorney) [§ 362(c) (3) (C) (i) (II) (aa)];
 - bb. provide adequate protection as ordered by the court [§ 362(c) (3) (C) (i) (II) (bb)]; or
 - cc. perform the terms of a plan confirmed by the court [§ 362(c) (3) (C) (i) (II) (cc)]; or
- III. there has not been a substantial change in the financial or personal affairs of the debtor since the dismissal of the next most previous case under chapter 7, 11, or 13 or any other reason to conclude that the later case will be concluded
 - aa. if a case under chapter 7, with a discharge; or
 - bb. a case under chapter 11 or 13, with a confirmed plan that will be fully performed[.]

§ 362(c)(3)(C)(i)(I)-(III). To restate these Code provisions more plainly, the rebuttable presumption arises that the latter case was filed not in good faith:

- I. If a debtor has had two or more previous chapter 7, 11, or 13 cases pending within the year preceding the new case which were dismissed for any reason. [§ 362(c)(3)(C)(i)(I)];
- II. If a debtor has had one such case had been pending within the previous year which was dismissed for (aa) failure to file or amend the petition or other required documents without substantial excuse, (bb) failure to provide adequate protection, or (cc) failure to perform the terms of a confirmed plan. [§ 362(c)(3)(C)(i)(II)(aa-cc)]; or
- III. If a debtor has had one such case pending within the previous year which was dismissed for any reason, and debtor has failed to demonstrate a "substantial change" in the debtor's financial affairs since the prior dismissal such that the court may conclude that the new case will lead to either a chapter 7 discharge or a confirmable chapter 11 or chapter 13 plan.

In addition, the presumption arises as to any specific creditor which had commenced a stay relief action in the previous case that was still pending as of the date of dismissal or which had been resolved by terminating, conditioning, or limiting the stay as to the actions of that creditor. § 362(c)(3)(C)(ii).

The presumption of bad faith may be rebutted by clear and convincing evidence. § 362(c)(3)(C). Under the clear and convincing standard, the evidence presented by the movant must "place in the ultimate factfinder an abiding conviction that the truth of its factual contentions are 'highly probable.' Factual contentions are highly probable if the evidence offered in support of them 'instantly tilt[s] the evidentiary scales in the affirmative when weighed against the evidence offered in opposition.'" *Emmert v. Taggart (In re Taggart)*, 548 B.R. 275, 288, n.11 (B.A.P. 9th Cir. 2016) (citations omitted) (vacated and remanded on other grounds by *Taggart v. Lorenzen*, 139 S. Ct. 1785 (2019)). If the presumption does not arise, the debtor needs to establish good faith by a preponderance of the evidence.

In this case, the presumption of bad faith arises. The Current Case is presumed to be filed in bad faith as to all creditors because Debtors had one case pending in the previous year (the First Case) which was dismissed for failure to file certain documents that were part of the petition.

Debtor acknowledges that the First Case was dismissed for the reasons outlined above but argues that the Trustee's motion dismissal was improvidently granted because Debtors opposed the Trustee's motion, but the court did not consider their counterarguments. Doc. #12. The court notes that the docket for the First Case does reflect that Debtors filed a document styled as a "Declaration in Opposition"

executed by Debtor's counsel, but that document was entered into the docket as a Declaration rather than an Opposition which may have led to it being overlooked. See First Case Doc. #54. The First Case docket further reflects that Debtors filed their case pro se, with attorney David C. Johnston substituted in as counsel roughly a month post-petition. See First Case Docs. #1 and #19.

Regardless of the propriety of the First Case's dismissal, Debtors declare that they have experienced a significant change in financial circumstances because (1) the Current Case was filed from the start with the aid of counsel. Doc. #12. Also, the new case contemplates the sale of certain land by Debtors to fund the plan. *Id.*

In the Current Case, the *Chapter 13 Plan* dated February 20, 2026, provides for 36 monthly payments of \$1,570.00 (for 6 months, with subsequent payments modified by Section 7.01) with a 100% dividend to unsecured claims estimated at \$87,798.00. Doc. #16. Debtor's *Schedules I* and *J* indicate that Debtor receives \$1,654.00 in monthly net income, which is sufficient for Debtor to afford the proposed plan payment. Docs. ##16-17.

By comparison, in the previous case, Debtor was receiving \$1,576.00 in monthly net income, so Debtor's financial condition has materially changed since the last case was filed. *Compare* First Case Doc. #23 with Current Case Doc. #17.

Based on the moving papers and the record, the presumption appears to have been rebutted by clear and convincing evidence because Debtor's financial condition and circumstances have materially changed. Debtor's petition appears to have been filed in good faith and the proposed plan does appear to be feasible.

This matter will be called and proceed as scheduled. In the absence of opposition at the hearing, this motion may be GRANTED. 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).

11:00 AM

1. [21-11540](#)-B-13 **IN RE: TOM/HELEN EVANS**
[25-1050](#) [CAE-2](#)

ORDER TO SHOW CAUSE
2-6-2026 [[35](#)]

EVANS V. UNITED STATE
DEPARTMENT OF EDUCATION

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

Defendant Educational Credit Management Corporation filed a Corporate Ownership Statement (Doc. #36) on February 9, 2026, as required by Fed. R. Bankr. P. 7007.1 and the *Order to Show Cause* ("OSC"). Doc. #35. Accordingly, the OSC will be VACATED.

2. [21-11540](#)-B-13 **IN RE: TOM/HELEN EVANS**
[25-1050](#) [MEH-1](#)

MOTION TO INTERVENE
1-27-2026 [[9](#)]

EVANS V. UNITED STATE DEPARTMENT OF EDUCATION
MIRIAM HISER/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Granted.

ORDER: The moving party will prepare the order.

Educational Credit Management Corporation ("ECMC") moves to intervene in the above-styled adversary proceeding pursuant to Fed. R. Bankr. P. 7024 (incorporating Fed. R. Civ. P. ("FRCP") 24).

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

mentioned parties in interest are entered. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987).

No party in interest timely filed written opposition, though Tom and Helen Evans ("Plaintiffs"), debtors in the underlying Chapter 13 proceeding and plaintiffs in this adversary proceeding, filed a Response in support of the motion.

Rule 7024 states in relevant part:

- (a) Intervention of Right. On timely motion, the court must permit anyone to intervene who:

...
(2) claims an interest relating to the property or transaction that is the subject of the action and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest.

Rule 7024(a)(2).

Plaintiffs brought this adversary proceeding seeking discharge of student loans against the U.S. Department of Education ("DoED"). Doc. #1. In this motion, ECMC seeks to intervene in the suit on the grounds that it is the true proper defendant. Doc. #9. ECMC states:

ECMC is a guaranty agency under the Federal Family Education Loan Program ("FFELP," formerly known as the Guaranteed Student Loan Program). Declaration of Kerry Klisch in Support of Motion of Educational Credit Management Corporation to Intervene: "Klisch Decl.") ¶ 2. ECMC is the current holder of seven separate student loans owed by Plaintiff and Debtor Tom Wayne Evans ("Debtor"). Id. at ¶8. These loans were made pursuant to two Federal Stafford Loan Master Promissory Notes executed by Debtor and the total principal and interest amounts as of December 9, 2025 on all seven loans is \$54,668.21. Id at ¶¶ 8-9. Debtor's Complaint for Discharge of Student Loans Due to Undue Hardship seeks discharge of his student loans but has as the sole named Defendant the Department of Education. The Department of Education holds no "right, title or interest" in the student loans held by ECMC. Id at. ¶ 10. ECMC "claims an interest relating to the property" at issue: it holds the seven student loans described above. No existing parties hold any interest in these seven loans and no existing party can or will protect ECMC's interest in the loans. Accordingly, ECMC must be added as party defendant pursuant to FRCP 24(a)(2).

Doc. #9. The motion is supported by:

1. The Declaration of Kerry Klisch, litigation specialist for ECMC (Doc. #11);
2. The Amended Declaration of Klisch, (Doc. #27);
3. Exhibits consisting of copies of the various promissory notes executed between Tom Evans and ECMC and other correspondence tending to identify ECMC as the proper defendant (Docs. ##13-14, #23-26.

On February 3, 2026, the Debtors filed a Response stating that Tom Evans supports the ECMC's motion. Doc. #31.

The court agrees and finds that ECMC has put forth evidence in support of this claim of an interest in this case under Rule 7024(a)(2). No party has opposed this motion, and the Plaintiff's support it. This motion will be GRANTED.

3. [25-12163](#)-B-7 **IN RE: GLENDAL/SARAH JONES**
[25-1044](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
9-18-2025 [[1](#)]

AMERICAN EXPRESS NATIONAL BANK V. JONES
DENNIS WINTERS/ATTY. FOR PL.

NO RULING.

4. [23-12178](#)-B-7 **IN RE: JOHN/CYNTHIA MENDOZA**
[25-1028](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
6-27-2025 [[1](#)]

EDMONDS V. ESPITIA
ANTHONY JOHNSTON/ATTY. FOR PL.
DISMISSED 2/6/26

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

DISPOSITION: Concluded and dropped from the calendar.

NO ORDER IS REQUIRED.

On February 6, 2026, the court entered an order granting the Trustee's Request for Dismissal of Adversary Action. Doc. #42. Accordingly, this matter will be CONCLUDED and DROPPED from the calendar.

5. [25-10088](#)-B-11 **IN RE: AMY CORPUS**
[25-1017](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: AMENDED COMPLAINT
10-16-2025 [[37](#)]

SLOVER ET AL V. CORPUS
JEFFREY HOGUE/ATTY. FOR PL.

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

DISPOSITION: Continued to April 15, 2026, at 11:00 a.m.

NO ORDER IS REQUIRED.

Pursuant to the order of this court entered on February 19, 2026, the status conference in this adversary was set for April 15, 2026, at 11:00 a.m. Accordingly, this status conference is CONTINUED to April 15, 2026, at 11:00 a.m.