



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B - Courtroom #13
Fresno, California
Hearing Date: Tuesday, March 10, 2026**

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

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

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

Please also note the following:

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

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

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

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. [26-10478](#)-B-11 IN RE: OHEL BAPAZ LLC.

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
2-20-2026 [[18](#)]

After posting the original pre-hearing dispositions, the court has modified its intended ruling on this matter.

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.

Ohel Bapaz LLC ("Debtor") filed a *Notice of Incomplete Filing or Filing of Outdated Forms and Notice of Intent to Dismiss Case if Documents are not Timely Filed* on February 4, 2026. Doc. #2. A fee of \$1,738.00 is required at the time of filing the petition. A *Notice of Payment Due* was served on Debtor on February 11, 2026. Doc. #11.

On February 20, 2026, the Clerk of the Court issued an *Order to Show Cause re Dismissal of Contested Matter or Imposition of Sanctions* directing Debtor to appear at the hearing and show cause why the petition should not be stricken, sanctions imposed on the party filer and/or their counsel, or other relief ordered for failure to comply with the provisions of 28 U.S.C. § 1930(b). Doc. #18.

On February 25, 2026, Debtor made a partial payment in the amount of \$1,735.00 leaving a balance due of \$3.00.

This matter will proceed as scheduled. If the filing fee of \$3.00 is not paid prior to the hearing, the affected pleadings may be stricken, and sanctions imposed on the filer and/or its counsel on the grounds stated in the OSC.

2. [26-10478](#)-B-11 IN RE: OHEL BAPAZ LLC.
[CAE-1](#)

ORDER TO SHOW CAUSE
2-9-2026 [[8](#)]

RESPONSIVE PLEADING

NO RULING

3. [25-13979](#)-B-11 **IN RE: SAVI CONSTRUCTION LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V
VOLUNTARY PETITION
11-26-2025 [[1](#)]

LEONARD WELSH/ATTY. FOR DBT.

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

DISPOSITION: Continued to April 7, 2026, at 9:30 a.m.

ORDER: The court will issue the order.

On March 2, 2026, the Debtor filed a status conference statement. Doc. 88. The debtor noted the substantive objections to plan confirmation raised by the United States Trustee and Ready Cap Lending. *Id.* The debtor requested a continuance of the confirmation date to April 7, 2026, at 9:30 am.

The court will continue both hearings (status conference and confirmation hearing) to April 7, 2026, at 9:30 a.m. A status report shall be filed by the debtor and served seven days prior to the continued status conference unless the Plan will be able to be consensually confirmed by that date.

The court notes that the notice of the confirmation hearing (Doc. #57) appears to be inadequate under Fed. R. Bankr. Proc. 2002 (c) (3). The proposed Plan contains an injunction and purported release of non-debtor parties. Regardless of the dubious availability of those provisions in the ninth circuit, the notice did not contain sufficient language in the format required. Thus, the confirmation of the Plan will need to be re-noticed in conformance with 2002 (c) (3).

The debtor may wish to reconsider the new confirmation hearing date.

4. [25-13979](#)-B-11 **IN RE: SAVI CONSTRUCTION LLC**
[YW-3](#)

CONTINUED MOTION TO USE CASH COLLATERAL AND/OR MOTION FOR
ADEQUATE PROTECTION
12-10-2025 [[30](#)]

SAVI CONSTRUCTION LLC/MV
LEONARD WELSH/ATTY. FOR DBT.

NO RULING.

5. [25-13979](#)-B-11 **IN RE: SAVI CONSTRUCTION LLC**
[YW-4](#)

CONFIRMATION HEARING RE: CHAPTER 11 SMALL BUSINESS
SUBCHAPTER V PLAN
1-15-2026 [[58](#)]

LEONARD WELSH/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to April 7, 2026, at 9:30 a.m.

ORDER: The court will issue the order.

On March 2, 2026, the Debtor filed a status conference statement. Doc. 88. The debtor noted the substantive objections to plan confirmation raised by the United States Trustee and Ready Cap Lending. *Id.* The debtor requested a continuance of the confirmation date to April 7, 2026, at 9:30 am.

The court will continue both hearings (status conference and confirmation hearing) to April 7, 2026, at 9:30 a.m. A status report shall be filed by the debtor and served seven days prior to the continued status conference unless the Plan will be able to be consensually confirmed by that date.

The court notes that the notice of the confirmation hearing (Doc. #57) appears to be inadequate under Fed. R. Bankr. Proc. 2002 (c)(3). The proposed Plan contains an injunction and purported release of non-debtor parties. Regardless of the dubious availability of those provisions in the ninth circuit, the notice did not contain sufficient language in the format required. Thus, the confirmation of the Plan will need to be re-noticed in conformance with 2002 (c)(3).

The debtor may want to reconsider the new confirmation hearing date.

6. [25-13979](#)-B-11 **IN RE: SAVI CONSTRUCTION LLC**
[YW-5](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF YOUNG
WOOLDRIDGE FOR LEONARD K. WELSH, DEBTORS ATTORNEY(S)
2-11-2026 [[76](#)]

LEONARD WELSH/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

The Law Offices of Young Wooldridge ("Applicant"), general bankruptcy
counsel to chapter 11 subchapter V debtor in possession Savi
Construction, LLC ("Debtor"), requests interim compensation under 11
U.S.C. § 330 in the sum of **\$25,548.20**. Docs. #75 *et seq.* This amount
consists of **\$24,740.00** in fees and **\$808.20** in expenses from **November
26, 2025, through January 31, 2026**. Doc. #70.

Jenny Ramirez, the sole member of Debtor, filed a client approval
statement with declaration indicating that she has reviewed the
application and has no objection to the proposed payment. Doc. #79.

Written opposition was not required and may be presented at the
hearing. In the absence of opposition, the court is inclined to GRANT
this motion.

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

Applicant's retention as general bankruptcy counsel was authorized
pursuant to 11 U.S.C. §§ 327(a) and 329-31 on December 17, 2025,
effective on the petition date. Doc. #42. This is Applicant's first
application. Applicant requests fees for **73.70** billable hours of legal
services at the following rates, totaling **\$24,740.00** in fees:

Professional	Rate	Hours	Amount
Leonard K. Walsh	\$400.00	51.30	\$20,520.00
Leonard K. Walsh	No charge	1.20	\$0.00
Trinette M. Lidgett	\$200.00	21.20	\$4,220.00
Total Fees & Expenses		73.70	\$24,740.00

Docs. #78, #80. The court notes that, while the hours purportedly worked total 73.70 by the court's calculation, the moving papers repeatedly say that it was only 73.70 in billable hours. The court will overlook this de minimis error.

Applicant also incurred **\$808.20** in expenses consisting of Westlaw Research (\$74.12, \$55.94, and \$30.22), black and white printing (\$20.10), photocopies (\$349.90), and postage (\$277.92). Doc. #78. These combined fees and expenses total **\$25,548.20**.

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

Applicant's services here included, without limitation: case administration, asset analysis and recovery, asset dispositions, meeting of creditors, fee/employment applications, financing, claims administration, plan and disclosure statement, and litigation. Doc. #78. The court finds the services and expenses reasonable, actual, and necessary.

Applicant avers that the Debtor paid \$22,783.00 as a prepetition retainer, of which **\$12,820.00** remains. Doc. #76.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED. Applicant will be awarded **24,740.00** in fees as reasonable compensation for services rendered and **\$808.20** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. § 330 and § 331. Debtor will be authorized to pay Applicant a total of **\$25,548.20** for fees and expenses. After application of the remaining retainer, Debtor will be authorized to pay Applicant a total of \$12,728.20 for fees and expenses from **November 26, 2025, through January 31, 2026**, from available funds.

1:30 PM

1. [25-13807](#)-B-7 **IN RE: KASSANDRA AGUILAR**
[PK-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-19-2026 [[16](#)]

ELMER F. KARPE, INC./MV
R. BELL/ATTY. FOR DBT.
PATRICK KAVANAGH/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

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

LBR 9014-1(d)(3)(B)(iii) requires the movant to notify respondents that they can determine (a) whether the matter has been resolved without oral argument; (b) whether the court has issued a tentative ruling that can be viewed by checking the pre-hearing dispositions on the court's website at <http://www.caeb.uscourts.gov> after 4:00 p.m. the day before the hearing; and (c) parties appearing telephonically must view the pre-hearing dispositions prior to the hearing. Here, notice does not contain the required language directing respondents to the pre-hearing dispositions on the court's website, or that parties appearing telephonically are required to view the pre-hearing dispositions prior to appearing at the hearing. Doc. #17.

Also, LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR 9014. LBR 9014, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the Notice of the motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice only directed that written opposition should be served upon Movant's counsel and the Chapter 7 case trustee. Doc. #17 However, as the motion to lift stay implicates assets of the estate, the U.S. Trustee is also included among "the persons who must be served with such opposition." Though the Trustee has filed a "Notice of No Distribution," the Property has not been abandoned from the estate. Accordingly, the Notice is deficient

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

2. [26-10308](#)-B-7 **IN RE: DENNY SANDERS AND PAMELA DENTON**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-4-2026 [\[10\]](#)

AMERICREDIT FINANCIAL SERVICES, 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.

Americredit Financial Services, Inc. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2023 Chevrolet Trailblazer (VIN: KL79MTSL2PB122617) ("Vehicle"). Doc. #10. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Denny Ray Sanders and Pamela Ann Denton ("Debtors") nor any other party in interest timely filed written opposition. Debtors' Statement of Intention indicated that the Vehicle would be surrendered. 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 debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have failed to make at least two (2) complete pre-petition payments. The Movant has produced evidence that Debtors are delinquent at least \$1,040.60. Docs. #12, #14, #15.

The court also finds that the Debtors do not have any equity in the Vehicle, and the Vehicle is not necessary to an effective reorganization because Debtors are in chapter 7. The Vehicle is valued at \$23,900.00 and Debtors owe \$24,095.50. Docs. #12, #15.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtors have failed to make at least two (2) pre-petition payments to Movant, and the Vehicle is a depreciating asset.

3. [25-13920](#)-B-7 **IN RE: MICHELLE MITCHELL**
[BDB-1](#)

MOTION TO AVOID LIEN OF AMERICAN EXPRESS NATIONAL BANK
2-18-2026 [[17](#)]

MICHELLE MITCHELL/MV
BENNY BARCO/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

Michelle Mitchell ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of American Express National Bank ("Creditor") in the sum of \$13,956.77 and encumbering residential real property located at 2992 Swift Avenue, CLOVIS, CA 93611 ("Property"). Doc. #17.

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

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

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

Here, a judgment was entered against Debtor in favor of Creditor in the amount of \$13,956.77 on June 21, 2024. Doc. #21 (Exhib. A) The abstract of judgment was issued on April 14, 2025, and was recorded in Fresno County on April 30, 2025. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #19. Debtor estimates that the current amount owed on account of this lien is \$13,956.77. *Id.*

As of the petition date, Property had an approximate value of \$582,000.00, with Debtor's interest being \$291,000.00. Doc. #1 (Sched. A/B). Debtor claimed a \$198,683.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (Sched. C)

Property is encumbered by a first deed of trust in favor of Nationstar/Mr Cooper ("Nationstar") in the amount of \$184,634.00. Doc. #1 (Sched. C). Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Nationstar	\$184,634.00	n/a	Unavoidable
3. Creditor	\$13,956.77	04/30/25	Avoidable

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

"Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided 'in full' was if the debtor's gross equity were equal to or less than the amount of the exemption." *Bank of Am. Nat'l*

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

This lien is the most junior lien subject to avoidance and there is not any equity to support the lien. Strict application of the § 522(f)(2) formula with respect to Creditor's junior lien is illustrated as follows:

Amount of judgment lien		\$13,956.77
Total amount of unavoidable liens (incl. liens not yet avoided)	+	184,634.00
Debtor's claimed exemption in Property	+	\$198,683.00
<i>Sum</i>	=	\$397,273.77
Debtor's claimed value of interest absent liens	-	\$291,000.00
Extent lien impairs exemption	=	\$106,273.77

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

Fair market value of Property		\$291,000.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	\$184,634.00
Homestead exemption	-	198,683.00
Remaining equity for judicial liens	=	(\$92,317.00)
Creditor's judicial lien	-	\$13,956.77
Extent Debtor's exemption impaired	=	(\$106,273.77)

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

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

4. [25-12325](#)-B-7 **IN RE: CHRISTIAN/ANTHONY ROMO**
[TJP-1](#)

CONTINUED STATUS CONFERENCE RE: MOTION TO DISMISS CASE
PURSUANT TO 11 U.S.C. SECTION 707(B)
10-6-2025 [[16](#)]

BAKERSFIELD UNIVERSITY PARTNERS, LP/MV
NEIL SCHWARTZ/ATTY. FOR DBT.
THOMAS POLIS/ATTY. FOR MV.

After posting the original pre-hearing dispositions, the court has modified its intended ruling on this matter.

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

DISPOSITION: Continued to May 14, 2026, at 1:30 p.m.

ORDER: The court will prepare the order.

Considering the Debtors' Status Report dated March 3, 2026, this matter will be CONTINUED to May 14, 2026, at 1:30 p.m. to afford Debtors an opportunity to conduct discovery and develop additional analysis. However, discovery is closed on the continued date of the status conference and will not be re-opened or extended absent a noticed motion and for good cause. Should it be necessary to have an evidentiary hearing, all parties should be prepared to schedule date(s) for the hearing in this matter at the time of the continued status conference. The court contemplates use of the alternate direct testimony procedure as outlined in LBR 9017-1 with some modifications at the evidentiary hearing.

5. [25-13726](#)-B-7 **IN RE: CHRISTOPHER REYNA**
[PFT-1](#)

MOTION TO SELL
2-10-2026 [[18](#)]

PETER FEAR/MV
LAYNE HAYDEN/ATTY. FOR DBT.
PETER FEAR/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed for higher and better bids only.

DISPOSITION: Granted subject to higher and better bids.

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

Chapter 7 trustee Peter L. Fear ("Trustee") seeks authorization to sell the estate's interest in certain estate assets described below ("Estate Assets") to Christopher Reyna ("Debtor"), subject to higher and better bids, for \$7,450.00 Doc. #18 *et seq.* Trustee indicates that the estate has received the funds and is awaiting court approval. Doc. #20.

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

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

11 U.S.C. § 363(b)(1) allows the trustee to "sell, or lease, other than in the ordinary course of business, property of the estate."

Proposed sales under 11 U.S.C. § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting

from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. *In re Alaska Fishing Adventure, LLC*, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) citing *240 North Brand Partners v. Colony GFP Partners, Ltd. P'ship (In re 240 N. Brand Partners)*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996); *In re Wilde Horse Enters., Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the trustee's judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." *Alaska Fishing Adventure, LLC*, 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.* citing *In re Psychometric Sys., Inc.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007); *In re Bakalis*, 220 B.R. 525, 531-32 (Bankr. E.D.N.Y. 1998).

Sales to an insider are subject to heightened scrutiny. *Alaska Fishing Adventure, LLC*, 594 B.R. at 887 citing *Mission Product Holdings, Inc. v. Old Cold, LLC (In re Old Cold LLC)*, 558 B.R. 500, 516 (B.A.P. 1st Cir. 2016). This sale is to the Debtor. The schedules include the Estate Asset as follows:

Asset	Scheduled Value	Trustee's Value	Liens	Exemptions	Net Value
2020 Ford Explorer	\$4,300.00	\$9,650.00	\$2,405.00	\$1,895.00	\$5,350.00
2016 Ford F150	\$4,300.00	\$6,400.00	\$0.00	\$4,300.00	\$2,100.00
TOTAL					\$7,450.00

Doc. #20; See also Doc. #1 (Sched. A/B, C, and D). Debtor exempted both assets under C.C.P. § 704.730. Doc. #1 (Sched. C). The 2020 Ford Explorer is encumbered by a lien in favor of Lincoln Automotive Finance in the amount of \$2,405.00. Doc. #1 (Sched. D). The 2016 Ford F150 is unencumbered. *Id.*

Trustee contends that the sale price was determined by estimating the fair market value of the property and believes that the proposed sale is in the best interests of creditors. Doc. #20. No commission will be paid to any party in connection with this sale. *Id.* Trustee has presumably conducted due diligence and concluded the sale in the best interest of creditors and the estate.

It appears that the sale of the Vehicle is in the best interests of the estate, for a fair and reasonable price, supported by a valid business judgment, and proposed in good faith. There are no objections or opposition to the motion.

The motion does not request, nor will the court authorize, the sale free and clear of any liens or interests.

Any party wishing to overbid must appear at the hearing and comply with the overbid procedures as outlined in paragraphs 9-10 of the motion. Doc. #18.

6. [25-13730](#)-B-7 **IN RE: EVELYN BARBOZA**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-4-2026 [\[13\]](#)

NISSAN MOTOR ACCEPTANCE COMPANY LLC/MV
NEIL SCHWARTZ/ATTY. FOR DBT.
KIRSTEN MARTINEZ/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.

Nissan Motor Acceptance Company, LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2024 Nissan Rogue, (V.I.N. JN8BT3BA7RW356760) ("Vehicle"). Doc. #13.

Neither Evelyn Barboza ("Debtor") nor any other party in interest timely filed written opposition. Debtor's Statement of Intention indicated that the Vehicle would be surrendered. 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 debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary

relief from the stay must be determined on a case-by-case basis." *In re Mac Donald*, 755 F.2d 715, 717 (9th Cir. 1985).

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make at least two (2) complete pre-petition payments totaling \$1,377.98 and two (2) post-petition payments totaling \$1,377.98. The Movant has produced evidence that Debtor is delinquent at least \$2,755.96. Docs. ##15-17.

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 Debtor is in chapter 7. The Vehicle is valued at \$24,550.00 and Debtor owes \$29,910.81. Docs. #15, #17.

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

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

7. [24-12754](#)-B-7 **IN RE: LYNETTE HERRERA**
[FW-3](#)

MOTION TO COMPEL
2-9-2026 [[73](#)]

IRMA EDMONDS/MV
GABRIEL WADDELL/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

Irma Edmonds, Chapter 7 Trustee ("Trustee"), moves for an order compelling Lynette Herrera, debtor in the above-styled Chapter 7 case ("Debtor") to sign documents necessary to close the sale of real property of the bankruptcy estate ("the Property") which is located at

5875 East Pitt Avenue, Fresno, California. Doc. #73. This motion is made pursuant to 11 U.S.C. §§ 105, 521, and 704, and is supported by (1) exhibits consisting of (A) an unsigned copy of the Owner's Authorization Pay and (B) an unsigned copy of the Authorization Agreement; and (2) declarations by Irma Edmonds, Robert Casey, and Gabriel J. Waddell. Docs. ##75-78.

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

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. Nevertheless, because Debtor has filed for bankruptcy *pro se*, this matter will proceed as scheduled.

BACKGROUND

The moving papers and the docket reflect the following facts:

Debtor filed for Chapter 7 on September 23, 2024. Prior to filing, Debtor transferred the Property to her son, Myles Jay Williams ("Williams"). Trustee brought an adversary proceeding 24-01051-B ("the AP") to avoid that transfer as fraudulent. In due course, judgment was entered in the AP in favor of Trustee, avoiding the fraudulent transfer and preserving the Property for the estate. The court subsequently authorized Trustee to sell the Property, with Robert Casey of Berkshire Hathaway HomeServices California Realty ("Casey") to serve as realtor.

Trustee declares that Casey has received multiple offers for the Property, but it was not possible to move forward with the sale and seek court approval thereof without Debtor's authorization to obtain information about the mortgage securing the Property and about the lease of the solar power system on the Property, both of which are in Debtor's name.

Trustee avers that both she and her attorney, Gabriel Waddell ("Waddell") have contacted Debtor repeatedly seeking her cooperation in obtaining the information necessary to sell the Property. Debtor has failed to respond to repeated emails. She did respond to a phone call from the Trustee and agreed to come to Trustee's office to sign the papers, but she did not show up as scheduled. Trustee avers that sale of the Property cannot proceed without Debtor signing the two authorization forms which are included as exhibits to this motion.

Trustee's averments are buttressed by the declarations of Waddell and Casey, both of whom described their efforts to communicate with Debtor (with minimal success) and obtain her signature (with no success whatsoever).

Docs. ##75-78.

DISCUSSION

Trustee relies on the following legal argument. Under 11 U.S.C. § 521(a)(3), Debtor has a duty to "cooperate with the trustee as necessary to enable the trustee to perform the trustee's duties under this title." One of those duties is to "collect and reduce to money the property of the estate." 11 U.S.C. § 704(a)(1). The Trustee argues that Debtor's refusal to sign the two forms after repeated requests is a breach of Debtor's duty to cooperate with the Trustee pursuant to § 521(a)(3).

Trustee goes on to argue that 11 U.S.C. § 105(a) authorizes the court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." Doc. #73 (citing § 105(a)). In this instance, the Trustee argues that it is "necessary and appropriate" for the court to enter an order compelling Debtor to sign the two Authorization Forms so that Trustee can perform her statutory duty of selling the Property. *Id.*

Fed. R. Civ. P. 70(a) (made applicable to the bankruptcy court by Fed. R. Bankr. P. 7070) states:

(a) Party's Failure to Act; Ordering Another to Act. If a judgment requires a party to convey land, to deliver a deed or other document, or to perform any other specific act and the party fails to comply within the time specified, the court may order the act to be done—at the disobedient party's expense—by another person appointed by the court. When done, the act has the same effect as if done by the party.

While Rule 70 customarily does not apply to contested matters, the court has the authority under these circumstances to make it apply and elects to do so here. Under Fed. R. Bankr. Proc 9001 (b)(7) "Judgment" means any appealable order. Thus, any order compelling Debtor's signature should be enforceable through Civ. Rule 70.

Written responses were not required, and opposition may be presented at the hearing. The court is inclined to GRANT this motion to compel and direct Debtor to sign the two authorization forms. Debtor shall have fourteen (14) days after the entry of this order in which to comply with this order and sign the two documents. It is incumbent on the Trustee to serve this order personally on Debtor and certify to the court that service has been effected. The provisions of Fed. R. Civ. P. 70 (Fed. R. Bankr. P. 7070) shall apply to this order.

8. [26-10263](#)-B-7 **IN RE: GERALD/JODI JOLLY**
[SL-1](#)

MOTION TO COMPEL ABANDONMENT
2-24-2026 [[15](#)]

JODI JOLLY/MV
SCOTT LYONS/ATTY. FOR DBT.

TENTATIVE RULING: This hearing will proceed as scheduled.

DISPOSITION: Granted.

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

Gerald and Jodi Jolly ("Debtors") move for an order compelling chapter 7 trustee Irma C. Edmonds ("Trustee") to abandon the estate's interest in certain assets described in detail below. Doc. #12 *et seq.*

Written opposition was not required and may be presented at the hearing. In the absence of opposition, the court is inclined to GRANT this motion.

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

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

To grant a motion to abandon property, the bankruptcy court must find either that: (1) the property is burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. *In re*

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

Jodi Jolly ("Jodi") declares that she owns a sole proprietorship, Jolly Productivity Coaching and Consulting ("the Business"), and through the Business, that she owns the following business assets ("the Assets") which are scheduled with the following valuations, lien amounts, and exemptions claimed:

Asset	Value	Exempt Amount	Exemption	Lien
Goodwill	\$0.00	\$0.00	N/A	\$0.00
Licenses, Franchises, and Other General Intangibles: Realtor License #01227737	\$0.00	\$0.00	N/A	\$0.00
Office Equipment, Furnishings, and Supplies: Laptop computer, stationery and office supplies, Desk Tops MetC PC, iPad, phone, Apple Watch, 2 Printers, Desk, Bookcase, 11 Real Estate signs	\$1,200.00	\$000	C.C.P. \$ 704.060 41,200.00	\$0.00

Doc. #17; Doc. #1 (Sched. A/B, C, and D). None of the Business Assets are encumbered by any secured creditors. *Id.* Debtors exempted all the Assets for their full value under Cal. Code Civ. Proc. § 703.060 [tools of trade]. *Id.*

Jodi certifies that she is qualified and eligible to claim the exemptions under applicable law and understands that if for any reason it is determined that Jodi is not qualified to claim an exemption in the property listed, or if there is some other error in the exemption claimed, Trustee may demand that Debtors compensate the estate for any damage caused by the claimed exemption. Doc. #17. Debtors agree to not amend the exemptions affecting the Business Assets unless Trustee stipulated to that amendment or such relief is granted by further order of the court. *Id.*

Written opposition was not required and may be presented at the hearing. In the absence of opposition, the court will find that the Assets are of inconsequential value and benefit to the estate. The Assets were accurately scheduled and are exempted in their entirety. Therefore, the court intends to GRANT this motion.

The order shall specifically include the property to be abandoned.

9. [25-25673](#)-B-7 **IN RE: NEMA LINTAG**
[KMT-2](#)

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
2-11-2026 [[24](#)]

IRMA EDMONDS/MV
MOHAMMAD MOKARRAM/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.

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

DISPOSITION: Sustained.

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

Chapter 7 trustee Irma Edmonds ("Trustee") objects to Nema Lintag's ("Debtor") claimed exemption in an annuity ("the Annuity") valued at \$89,955.00. Doc. #24 *et seq.* The Annuity is identified on line 21 of Schedule A/B as "Annuity - Alliance Annuity -- \$89,955.00." Doc. #1 (Sched. A/B). However, this appears to be a misspelling, as the Annuity Option Agreement ("the Agreement") included as an exhibit identifies the entity responsible for annuity payments as "Allianz Life Insurance Company of North America." Doc. #26 (Exh. C).

On Schedule C, Debtor sought to exempt the Annuity in its entirety using C.C.P. § 704.115(a)(1)-(2) and § 704.115(b) (collectively "the Retirement Exemptions"). Doc. #1 (Sched. C). The Objection is supported by (1) exhibits consisting of copies of Debtor's Schedules A/B and C and a copy of the Agreement (Doc. #26 (Exh. A-C)), and (2) the Trustee's Declaration. Docs. #27.

This objection was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of any party in interest, including but not limited to the debtor, 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 sustaining of the objection. *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 except Debtor 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 objecting party has done here.

No party in interest has responded to the objection. This Objection will be SUSTAINED.

Trustee declares that, through her investigation of Debtor's finances, she learned that Debtor established the Annuity on or about November 2, 2020. The terms of the Annuity provide that Debtor would receive an annual "fixed" payment of \$14,992.64 for a guaranteed period of ten years in the form of eleven annual payments with the last payment coming on November 2, 2030. The original amount of the proceeds was \$151,803.93. Doc. #27; Doc. #26 (Exh. C).

Trustee argues that nothing in the Annuity's terms provides that it is a retirement account, and it was not established by an employer in any sense let alone that it was part of a profit-sharing plan designed for retirement purposes. *Id.*

California has opted out of the federal exemption scheme of 11 U.S.C. § 522 and limits debtors in bankruptcy to those exemptions which debtors may claim in non-bankruptcy contexts. *Wolfe v. Jacobson (In re Jacobson)*, 676 F.3d 1193, 1198 (9th Cir. 2012) (citing C.C.P. §§ 703.010(a) and 703.1300).

Under the so-called "snapshot" rule, bankruptcy exemptions are fixed at the time of the bankruptcy petition. See *White v. Stump*, 266 U.S. 310, 313, 45 S. Ct. 103, 69 L. Ed. 301 (1924). Those exemptions must be determined in accordance with the state law "applicable on the date of filing." 11 U.S.C. § 522(b)(3)(A). And "it is the entire state law applicable on the filing date that is determinative" of whether an exemption applies. *In re Zibman*, 268 F.3d 298, 304 (5th Cir. 2001) (emphasis in original).

Jacobson, 676 F.3d at 1199. The burden of proving an exemption's applicability rests on the debtor claiming. *Diaz v. Kosmala (In re Diaz)*, 547 B.R. 329, 337 (B.A.P. 9th Cir. 2016); See C.C.P. §§ 703.580(b).

Exemptions for "retirement plans" in California are governed by C.C.P. § 704.115(a), which defines the types of "retirement plans" which may be exempted. In particular, the Retirement Exemptions relied upon by Debtor purportedly fall under C.C.P. § 704.115(a)(1)-(2) and § 704.115(b). Doc. #1 (Sched. C). The first two provisions define "retirement plans" to include, *inter alia*:

1. Private retirement plans, including, but not limited to, union retirement plans (§ 704.115(a)(1)).
2. Profit-sharing plans designed and used for retirement purposes (§ 704.115(a)(2)).

The third provision, § 704.115(b), states:

All amounts held, controlled, or in process of distribution by a retirement plan, for the payment of benefits as an annuity, pension, retirement allowance, disability payment, or death benefit from a retirement plan are exempt.

C.C.P. § 704.115(b).

Trustee argues that there is no evidence that the Annuity was created either as part of a private retirement plan or a profit-sharing plan. Doc. #24. Trustee cites *In re Lieberman* for the proposition that § 704.115(a) applies only to plans established or maintained by employers or employee organizations and excludes arrangements by individuals to use specified assets for retirement purposes. *Id.* (citing 245 F.3d 1090, 1095 (9th Cir. 2001)). The court agrees with this interpretation.

Turning to § 704.115(b), while that provision exempts annuities, it limits itself to "amounts held, controlled, or in the process of distribution by a *retirement plan*." § 704.115(b) (emphasis added). Because the Annuity was not created as either a private retirement plan or a profit-sharing plan within the meaning of § 704.115(a)(1) or (2), it follows that § 704.115(b) is inoperative.

Neither the Debtor nor any other party in interest has responded to the Trustee's Objection. The Debtor carries the burden of proving her claimed exemptions are applicable and has failed to do so. Accordingly, the objection is SUSTAINED.

10. [26-10189](#)-B-7 **IN RE: MAC ARTEAGA**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
2-23-2026 [\[37\]](#)

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the \$34.00 filing fee was paid on March 2, 2026. Accordingly, this order to show cause will be VACATED.