



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Tuesday, March 25, 2025**

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. [25-10011](#)-B-12 **IN RE: CARL/PATRICIA SOUSA**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 12 VOLUNTARY PETITION
1-2-2025 [[1](#)]

PETER FEAR/ATTY. FOR DBT.

NO RULING.

2. [25-10011](#)-B-12 **IN RE: CARL/PATRICIA SOUSA**
[FW-2](#)

CONTINUED MOTION TO USE CASH COLLATERAL
1-3-2025 [[7](#)]

PATRICIA SOUSA/MV
PETER FEAR/ATTY. FOR DBT.

NO RULING.

3. [24-11015](#)-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V
VOLUNTARY PETITION
4-22-2024 [[1](#)]

MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

4. [24-11015](#)-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
[DL-1](#)

MOTION FOR COMPENSATION FOR WALTER R. DAHL, CHAPTER 11 TRUSTEE(S)
2-14-2025 [[441](#)]

WALTER DAHL/MV
MICHAEL BERGER/ATTY. FOR DBT.
WALTER DAHL/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.

Walter R. Dahl ("Applicant" or "Trustee"), the Chapter 11 Subchapter V Trustee ("Sub V Trustee") in the above-styled case, requests interim compensation in the sum of **\$34,637.80**, under 11 U.S.C. § 330 and § 331. Doc. #441. This amount consists of **\$34,613.50** in fees and **\$24.30** in expenses from **April 24, 2024, through February 10, 2025**. *Id.* This is Applicant's first fee application. *Id.*

Applicant serves as Sub V Trustee in three closely related cases in which the debtor corporations are all owned by the same principals. *Id.* Applicant has filed separate motions for compensation in each case, but only in the instant motion has Applicant filed a complete motion supported by declarations and exhibits. Applicant seeks interim compensation from debtor corporations jointly. *Id.* The three cases and fee applications filed in each are:

1. *In re Pinnacle Foods of California, LLC*, Case No. 11015 ("the Pinnacle Case"), Item #4 (this matter);
2. *In re Tyco Group LLC*, 24-11016 ("the Tyco Case"), Item #10; and
3. *In re California QSR Management Inc.*, 24-11017 ("the QSR Case"). Item #15.

(collectively "the Three Cases"). Doc. #441. The moving papers state that:

Because the three cases are operationally interrelated, owned by the same individual, and have proceeded in this court substantially the same as if the cases had been jointly administered, Trustee posted all his time and expenses to a single Client/Matter account. Trustee will file a truncated motion for compensation and notice of hearing in the Tyco case and in the California QSR case which will direct interested parties to this motion and supporting pleadings filed in the Pinnacle case.

Id.

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) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). 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.

On April 24, 2024, Applicant was appointed by the U.S. Trustee as a qualified, disinterested person to serve as Subchapter V trustee. Doc. #21. Accordingly, while playing the role of trustee in this case, Applicant is to be paid as a professional person pursuant to 11 U.S.C. § 1183(a) and must submit interim fee requests for court review and approval and a final fee request at the conclusion of his appoint pursuant to 11 U.S.C. § 330 and § 331. 11 U.S.C. § 327, § 330, and § 331.

Applicant's firm provided **74** billable hours at the following rates, totaling in fees:

Professional	Rate	Billed	Total
Walter Dahl, Sub V Trustee	\$485.00	70.30	\$34,095.50
Walter Dahl, Paralegal Services	\$140.00	3.70	\$518.00
Total Hours & Fees		74.00	\$34,613.50

Doc. #444. Applicant also incurred **\$24.30** in expenses in the form of postage and photocopying. *Id.* These combined fees and expenses total **\$34,637.80**. *Id.*

11 U.S.C. § 330(a)(1)(A) & (B) permits approval of "reasonable compensation for actual necessary services rendered by . . . [a] professional person" 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).

11 U.S.C. § 331 authorizes the award after notice and hearing of an interim award subject to subsequent final approval by the court pursuant to § 330.

Applicant's services here included, without limitation: asset analysis and recovery, business analysis, business operations, case administration, claims administration and objections, fee/employment applications, financing, meetings of creditors, plan and disclosure statement, and the relief from stay motion (Flagstar Financial). *Id.* The court finds these services and expenses reasonable, actual, and necessary.

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Applicant shall be awarded **\$34,613.50** in fees as reasonable compensation for services rendered and **\$24.30** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. § 330 and § 331 as an administrative expense of the estate. The award is for the period April 24, 2024, through February 10, 2025. No payment of the allowed fee is authorized without further court order.

5. [24-11015](#)-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
[KCO-6](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FOX ROTHSCHILD
LLP FOR KEITH C. OWENS, SPECIAL COUNSEL(S)
2-10-2025 [\[429\]](#)

MICHAEL BERGER/ATTY. FOR DBT.
KEITH OWENS/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

6. [24-11015](#)-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
[MB-4](#)

CONTINUED MOTION TO REMOVE THE DEBTOR FROM POSSESSION AND
EXPAND THE POWERS OF THE SUBCHAPTER V TRUSTEE
1-29-2025 [[405](#)]

POPEYES LOUISIANA KITCHEN, INC./MV
MICHAEL BERGER/ATTY. FOR DBT.
HAGOP BEDOYAN/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

7. [24-11015](#)-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
[MJB-16](#)

MOTION FOR COMPENSATION FOR MICHAEL JAY BERGER, DEBTORS ATTORNEY(S)
2-25-2025 [[453](#)]

MICHAEL BERGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

8. [24-11015](#)-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
[MJS-3](#)

MOTION FOR STAY PENDING APPEAL
3-11-2025 [[468](#)]

MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

9. [24-11015](#)-B-11 **IN RE: PINNACLE FOODS OF CALIFORNIA LLC**
[VP-2](#)

CONTINUED MOTION TO REMOVE DEBTOR FROM POSSESSION AND EXPAND
THE POWERS OF THE SUBCHAPTER V TRUSTEE
1-27-2025 [[391](#)]

FLAGSTAR FINANCIAL & LEASING LLC/MV
MICHAEL BERGER/ATTY. FOR DBT.
KEVIN ETZEL/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

10. [24-11016](#)-B-11 **IN RE: TYCO GROUP LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V
VOLUNTARY PETITION
4-22-2024 [\[1\]](#)

MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

11. [24-11016](#)-B-11 **IN RE: TYCO GROUP LLC**
[DL-1](#)

MOTION FOR COMPENSATION FOR WALTER R. DAHL, CHAPTER 11 TRUSTEE(S)
2-14-2025 [\[320\]](#)

WALTER DAHL/MV
MICHAEL BERGER/ATTY. FOR DBT.
WALTER DAHL/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.

Walter R. Dahl ("Applicant" or "Trustee"), the Chapter 11 Subchapter V Trustee ("Sub V Trustee") in the above-styled case, requests interim compensation in the sum of **\$34,637.80**, under 11 U.S.C. § 330 and § 331. Doc. #320. This amount consists of **\$34,613.50** in fees and **\$24.30** in expenses from **April 24, 2024, through February 10, 2025**. *Id.* This is Applicant's first fee application. *Id.*

Applicant serves as Sub V Trustee in three closely related cases in which the debtor corporations are all owned by the same principals. *Id.* The three cases and fee applications filed in each are:

1. *In re Pinnacle Foods of California, LLC*, Case No. 11015 ("the Pinnacle Case"), Item #4;
2. *In re Tyco Group LLC*, 24-11016 ("the Tyco Case"), Item #10 (this matter); and
3. *In re California QSR Management Inc.*, 24-11017 ("the QSR Case"). Item #15.
- 4.

(collectively "the Three Cases"). Applicant has filed separate motions for compensation in each case, but Applicant only filed a complete motion supported by declarations and exhibits in the Pinnacle Case. *See Item #4, above.* In the instant case, Applicant has only filed a

"truncated" motion which refers interested parties to the moving papers accompanying the related motion in the Pinnacle Case. *Id.* Applicant seeks interim compensation from debtor corporations jointly. *Id.*

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) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). 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.

The court has previously disposed of the issues raised in this motion by granting the companion motion in the Pinnacle Case. Accordingly, this motion will also be GRANTED. The award is for the period April 24, 2024, through February 10, 2025. No payment of the allowed fee is authorized without further court order.

12. [24-11016](#)-B-11 **IN RE: TYCO GROUP LLC**
[MB-4](#)

CONTINUED MOTION TO REMOVE THE DEBTOR FROM POSSESSION AND
EXPAND THE POWERS OF THE SUBCHAPTER V TRUSTEE
1-29-2025 [[300](#)]

POPEYES LOUISIANA KITCHEN, INC./MV
MICHAEL BERGER/ATTY. FOR DBT.
HAGOP BEDOYAN/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

13. [24-11016](#)-B-11 **IN RE: TYCO GROUP LLC**
[MJB-13](#)

MOTION FOR COMPENSATION FOR MICHAEL JAY BERGER,
DEBTORS ATTORNEY(S)
2-25-2025 [[327](#)]

MICHAEL BERGER/ATTY. FOR DBT.
MICHAEL FLETCHER/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

14. [24-11016](#)-B-11 **IN RE: TYCO GROUP LLC**
[VP-2](#)

CONTINUED MOTION TO REMOVE DEBTOR FROM POSSESSION AND EXPAND
THE POWERS OF THE SUBCHAPTER V TRUSTEE
1-27-2025 [[286](#)]

FLAGSTAR FINANCIAL & LEASING LLC/MV
MICHAEL BERGER/ATTY. FOR DBT.
LAUREN WERTHEIMER/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

15. [24-11017](#)-B-11 **IN RE: CALIFORNIA QSR MANAGEMENT, INC.**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V
VOLUNTARY PETITION
4-22-2024 [[1](#)]

MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

16. [24-11017](#)-B-11 **IN RE: CALIFORNIA QSR MANAGEMENT, INC.**
[DL-1](#)

MOTION FOR COMPENSATION FOR WALTER R. DAHL, CHAPTER 11 TRUSTEE(S)
2-14-2025 [\[288\]](#)

WALTER DAHL/MV
MICHAEL BERGER/ATTY. FOR DBT.
WALTER DAHL/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.

Walter R. Dahl ("Applicant" or "Trustee"), the Chapter 11 Subchapter V Trustee ("Sub V Trustee") in the above-styled case, requests interim compensation in the sum of **\$34,637.80**, under 11 U.S.C. § 330 and § 331. Doc. #288. This amount consists of **\$34,613.50** in fees and **\$24.30** in expenses from **April 24, 2024, through February 10, 2025**. *Id.* This is Applicant's first fee application. *Id.*

Applicant serves as Sub V Trustee in three closely related cases in which the debtor corporations are all owned by the same principals. *Id.* The three cases and fee applications filed in each are:

1. *In re Pinnacle Foods of California, LLC*, Case No. 11015 ("the Pinnacle Case"), Item #4;
2. *In re Tyco Group LLC*, 24-11016, Item #10; and
3. *In re California QSR Management Inc.*, 24-11017, Item #15 (this matter).

(collectively "the Three Cases"). Applicant has filed separate motions for compensation in each case, but Applicant only filed a complete motion supported by declarations and exhibits in the Pinnacle Case. See *Item #4*, above. In the instant case, Applicant has only filed a "truncated" motion which refers interested parties to the moving papers accompanying the related motion in the Pinnacle Case. *Id.* Applicant seeks interim compensation from debtor corporations jointly. *Id.*

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) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). 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.

The court has previously disposed of the issues raised in this motion by granting the companion motion in the Pinnacle Case. Accordingly, this motion will also be GRANTED. The award is for the period April 24, 2024, through February 10, 2025. No payment of the allowed fee is authorized without further court order.

17. [24-11017](#)-B-11 **IN RE: CALIFORNIA QSR MANAGEMENT, INC.**
[MB-4](#)

CONTINUED MOTION TO REMOVE THE DEBTOR FROM POSSESSION AND
EXPAND THE POWERS OF THE SUBCHAPTER V TRUSTEE
1-29-2025 [[269](#)]

POPEYES LOUISIANA KITCHEN, INC./MV
MICHAEL BERGER/ATTY. FOR DBT.
HAGOP BEDOYAN/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

18. [24-11017](#)-B-11 **IN RE: CALIFORNIA QSR MANAGEMENT, INC.**
[MJB-12](#)

MOTION FOR COMPENSATION FOR MICHAEL JAY BERGER,
DEBTORS ATTORNEY(S)
2-25-2025 [[294](#)]

MICHAEL BERGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

19. [24-11017](#)-B-11 **IN RE: CALIFORNIA QSR MANAGEMENT, INC.**
[VP-2](#)

CONTINUED MOTION TO REMOVE DEBTOR FROM POSSESSION AND EXPAND
THE POWERS OF THE SUBCHAPTER V TRUSTEE
1-27-2025 [\[259\]](#)

FLAGSTAR FINANCIAL & LEASING LLC/MV
MICHAEL BERGER/ATTY. FOR DBT.
KEVIN ETZEL/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

20. [25-10345](#)-B-12 **IN RE: KENNETH/BEVERLY ZWART**
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 12 VOLUNTARY PETITION
2-6-2025 [\[1\]](#)

DAVID JOHNSTON/ATTY. FOR DBT.

NO RULING.

21. [24-12751](#)-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
[RPM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-25-2025 [\[130\]](#)

SANTANDER CONSUMER USA, INC./MV
PETER FEAR/ATTY. FOR DBT.
RANDALL MROCZYNSKI/ATTY. FOR MV.

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

DISPOSITION: Dropped from calendar.

ORDER: The court will prepare the order.

On March 18, 2025, Creditor Santander Consumer USA, Inc. ("Movant") and Bikram Singh and Harsimran Kaur Sandhu ("Debtors") submitted a Stipulation to resolve this matter. Doc. #170. According to the Stipulation (which the court has not yet approved), the parties agree that Debtors have cured the default as to the subject Vehicle and will resume monthly payments of \$663.69 going forward and also maintain physical damage insurance on the Vehicle.

In light of this Stipulation, this matter will be DROPPED FROM THE CALENDAR.

22. [17-13797](#)-B-9 **IN RE: TULARE LOCAL HEALTHCARE DISTRICT**
[WJH-18](#)

CONTINUED OBJECTION TO CLAIM OF TULARE HOSPITALIST GROUP,
CLAIM NUMBER 231
1-8-2020 [[1784](#)]

TULARE LOCAL HEALTHCARE DISTRICT/MV
RILEY WALTER/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

ORDER: The court will prepare the order.

On March 4, 2025, the court approved a Stipulation by the parties resolving this Objection. Accordingly, this matter will be CONCLUDED AND DROPPED FROM THE CALENDAR.

23. [17-13797](#)-B-9 **IN RE: TULARE LOCAL HEALTHCARE DISTRICT**
[WJH-19](#)

CONTINUED OBJECTION TO CLAIM OF GUPTA-KUMAR MEDICAL
PRACTICE, CLAIM NUMBER 232
1-8-2020 [[1789](#)]

TULARE LOCAL HEALTHCARE DISTRICT/MV
RILEY WALTER/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

ORDER: The court will prepare the order.

On March 4, 2025, the court approved a Stipulation by the parties resolving this Objection. Accordingly, this matter will be CONCLUDED AND DROPPED FROM THE CALENDAR.

24. [17-13797](#)-B-9 **IN RE: TULARE LOCAL HEALTHCARE DISTRICT**
[WJH-25](#)

CONTINUED OBJECTION TO CLAIM OF INPATIENT HOSPITAL GROUP,
INC., CLAIM NUMBER 230
1-10-2020 [[1834](#)]

TULARE LOCAL HEALTHCARE DISTRICT/MV
RILEY WALTER/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

ORDER: The court will prepare the order.

On March 4, 2025, the court approved a Stipulation by the parties
resolving this Objection. Accordingly, this matter will be CONCLUDED
AND DROPPED FROM THE CALENDAR.

11:00 AM

1. [24-13036](#)-B-7 **IN RE: CHRISTOPHER/VANESSA OCHOA**

REAFFIRMATION AGREEMENT WITH AMERICAN HONDA FINANCE
CORPORATION

1-10-2025 [[28](#)]

MARCUS TORIGIAN/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

Debtors' counsel will inform debtors that no appearance is necessary. A Reaffirmation Agreement between Christopher and Vanessa Ochoa ("Debtors") and American Honda Finance Corporation for a 2022 Honda Accord was filed on January 10, 2025. Doc. #28.

Both the reaffirmation agreement and the bankruptcy schedules show that reaffirmation of this debt creates a presumption of undue hardship which has not been rebutted in the reaffirmation agreement. Debtor was represented by counsel when entering into the reaffirmation agreement. Pursuant to 11 U.S.C. § 524(c)(3), "'if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect.'" In re Minardi, 399 B.R. 841, 846 (Bankr. N.D. Ok. 2009) (emphasis in original). In this case, Debtors' attorney affirmatively represented that the agreement established a presumption of undue hardship, but the box was not checked that in his opinion, Debtors is able to make the required payments. Doc. #28 p. 9. Therefore, the agreement does not meet the requirements of § 524(c)(3)(B). The presumption of undue hardship is not overcome.

Accordingly, the Reaffirmation Agreement between Debtor and American Honda Finance Corporation will be DENIED.

2. [24-13549](#)-B-7 IN RE: MICHAEL HARRIS

PRO SE REAFFIRMATION AGREEMENT WITH PACIFIC SERVICE CREDIT UNION
2-27-2025 [[14](#)]

TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

Debtor's counsel shall notify the debtor that no appearance is necessary.

A Reaffirmation Agreement between Michael Ray Harris ("Debtor") and Pacific Service Credit Union for a 2017 Jeep Wrangler Unlimited was filed on February 27, 2025. Doc. #14.

Debtor was represented by counsel when he entered into the reaffirmation agreement. Pursuant to 11 U.S.C. § 524(c)(3), "'if the debtor is represented by counsel, the agreement *must* be accompanied by an affidavit of the debtor's attorney' attesting to the referenced items before the agreement will have legal effect." *In re Minardi*, 399 B.R. 841, 846 (Bankr. N.D. Ok. 2009) (emphasis in original). In this case, the debtor's attorney affirmatively represented that the agreement established a presumption of undue hardship and that his opinion the debtor was not able to make the required payments. Therefore, the agreement does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable.

The reaffirmation agreement will be DENIED.

3. [24-13474](#)-B-7 **IN RE: JESUS CHAVEZ**

REAFFIRMATION AGREEMENT WITH REGIONAL ACCEPTANCE CORPORATION
2-19-2025 [\[17\]](#)

ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Jesus Chavez ("Debtor") and Regional Acceptance Corporation for a 2107 Toyota Corolla ("Vehicle") was filed on February 19, 2025. Doc. #17.

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

Here, the Vehicle is valued at \$12,118.00. The amount being reaffirmed by Debtor is \$20,258.54 with an 20.70% interest rate. Debtor has negative equity of \$8,140.54 with approximately 55 months (over four years) remaining on the loan and \$118.00 remaining in the budget every month according to the Debtor's schedules.

The court finds no evidence that this Reaffirmation Agreement is in the best interest of the Debtor. Accordingly, approval of the Reaffirmation Agreement between Debtor and Regional Acceptance Corporation will be DENIED.

4. [25-10087](#)-B-7 **IN RE: CHRISTINA CHAVARRIA**

REAFFIRMATION AGREEMENT WITH LES SCHWAB TIRE CENTERS
OF CENTRAL CA, LLC.
2-19-2025 [[11](#)]

JASON VOGELPOHL/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

Debtor's counsel shall notify the debtor that no appearance is
necessary.

A Reaffirmation Agreement between Christina Chavarria ("Debtor") and
Les Schwab Tire Centers of Central CA, LLC for Tires was filed on
February 19, 2025. Doc. #11.

The court is not approving or denying approval of the reaffirmation
agreement. Debtor was represented by counsel when entering into the
agreement. The form of the reaffirmation agreement complies with 11
U.S.C. § 524(c) and (k), and it was signed by the Debtor's attorney
with the appropriate attestations. *Id.* Pursuant to § 524(d), the court
need not approve the agreement.

1:30 PM

1. [22-11403](#)-B-7 **IN RE: STANFORD CHOPPING, INC.**
[PA-3](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH FORD MOTOR CREDIT COMPANY, LLC AND SILVA AUTO
GROUP, INC. DBA SILVA FORD
2-24-2025 [[151](#)]

LISA HOLDER/MV
DAVID JOHNSTON/ATTY. FOR DBT.
ESTELA PINO/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order with a copy of the stipulation attached as an exhibit. The stipulation shall also be separately filed and docketed as a stipulation.

Chapter 7 trustee Lisa Holder ("Trustee" or "Plaintiff") requests an order approving a settlement agreement to resolve an avoidance action brought by Trustee against Ford Motor Credit Company, LLC ("FMC") and Silva Auto Group, Inc. dba Silva Ford ("Silva") (collectively "Defendants"). Doc. #151 *et seq.*

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 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 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.

On August 17, 2022, Stanford Chopping, Inc. ("Debtor") filed a bankruptcy petition under Chapter 11 Subchapter V ("Sub V"). Main Case

Doc. #1. On October 18, 2022, the court issued an order converting the case to one under Chapter 7. Main Doc. #56. Trustee was appointed as the interim trustee on October 18, 2024, and became permanent trustee as of the 341 meeting of creditors conducted on November 18, 2022. Doc. #57; docket generally.

On August 19, 2024, Trustee filed a Complaint to Avoid Transfers ("the Complaint") against the Defendants in Adversary Proceeding ("AP") No. 2024-01024-B ("the AP") pursuant to §§ 544, 548, and 550 of the Bankruptcy Code; 26 U.S.C. § 6502; 28 U.S.C. § 3304; and California Civil Code § 3439.04. AP Doc. #1. Through the Complaint, Trustee sought to void several transfers made by Debtor's insiders to the Defendants over the course of several years. *Id.* The total sought in the AP was \$15,000.00 from Silva and \$57,517.51 from FMC. *Id.* Under the terms of the settlement, Trustee will dismiss the AP and waive any and all claims of the estate against the Defendants in exchange for payment of \$30,000.00 by FMC within 30 days of the Effective Date of the Settlement and \$7,500.00 by Silva within 5 days of the Effective Date. Main Doc. #153 (Exhibits A and B).

The court notes that a copy of the settlement agreement has not been filed in this case. The motion will only be granted if Trustee separately files the settlement agreement and docket it as a stipulation.

As representative of the chapter 7 bankruptcy estate, Trustee has the authority to settle claims of Debtor subject to court approval. 11 U.S.C. § 323(a). On a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Rule 9019. Approval of a compromise must be based upon considerations of fairness and equity. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the creditors with a proper deference to their reasonable views. *In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988).

It appears from the moving papers that the Trustee has considered the *A & C Props.* and *Woodson* factors, which weigh in favor of approving the settlement agreement as follows:

1. Probability of success in litigation: Trustee believes that her claims are meritorious but notes that likelihood of post-trial motions and/or appeals. Doc. #151 (Decl. of Lisa Holder). She argues that the settlements minimize the risk potential additional expenses that might reduce recovery for the creditors. *Id.*

2. Collection: Trustee has already collected and is holding the payment from Silva. Trustee avers that she does not anticipate any difficulties in collecting from FMC via the settlement agreement. *Id.*

3. Complexity of litigation: While Trustee does not make any averments about the “complexity” of the litigation, she does note that settlement at this juncture obviates the need for discovery and possibly expert witnesses that might prove expensive to the estate if the settlement is not approved.

4. Paramount interests of creditors: No creditors have responded or otherwise objected to the settlement, which will provide a sum certain for creditors now instead of a potentially greater recovery later but one which might be substantially reduced by trial expenses. *Id.* The court notes that, under the proposed settlement, Silva is paying 50% of the amount sought from it in the Complaint, while FMC is paying approximately 52% of the amount sought from it in the Complaint.

The *A & C Props.* and *Woodson* factors appear to weigh in favor of approving the settlement. Therefore, the settlement appears to be a fair, equitable, and reasonable exercise of Trustee’s business judgment. The court may give weight to the opinions of the trustee, the parties, and their attorneys. *In re Blair*, 538 F.2d 849, 851 (9th Cir. 1976). Furthermore, the law favors compromise and not litigation for its own sake. *Id.*

Accordingly, this motion will be GRANTED. The settlement between the estate and the Defendants will be approved.

This ruling is not authorizing the payment of any fees or costs associated with the settlement. Additionally, Trustee shall attach a copy of the settlement agreement as an exhibit to the proposed order and shall separately file the settlement agreement and docket it as a stipulation.

2. [24-13719](#)-B-7 **IN RE: B & B AGRI SERVICES INC.**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
1-31-2025 [\[7\]](#)

ACAR LEASING LTD/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.

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

DISPOSITION: Denied as moot.

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

This motion relates to an executory contract or lease of personal property (Doc. #7). The case was filed on January 31, 2025, and the

lease was not assumed by the chapter 7 trustee within the time prescribed in 11 U.S.C. § 365(d)(1). Pursuant to § 365(p)(1), the leased property is no longer property of the estate and the automatic stay under § 362(a) has already terminated by operation of law.

The certificate of service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 10/30/2024) instead of the most updated version of the form (EDC Form 7-005, Rev. 1/8/2025). Doc. #12. The correct form can be accessed on the court's website. Counsel is advised to ensure procedural compliance in subsequent matters.

Since there is no opposition from the Debtor, the court is unaware if Debtor exercised his option to assume the lease under § 365(p)(2).

Movant may submit an order denying the motion and confirming that the automatic stay has already terminated on the grounds set forth above. No other relief is granted. No attorney fees will be awarded in relation to this motion.

3. [24-13719](#)-B-7 **IN RE: B & B AGRI SERVICES INC.**
[MJ-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
1-31-2025 [\[13\]](#)

ACAR LEASING LTD/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.

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

DISPOSITION: Denied as moot.

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

This motion relates to an executory contract or lease of personal property (Doc. #13). The case was filed on January 31, 2025, and the lease was not assumed by the chapter 7 trustee within the time prescribed in 11 U.S.C. § 365(d)(1). Pursuant to § 365(p)(1), the leased property is no longer property of the estate and the automatic stay under § 362(a) has already terminated by operation of law.

The certificate of service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 10/30/2024) instead of the most updated version of the form (EDC Form 7-005, Rev. 1/8/2025). Doc. #12. The correct form can be accessed on the court's website. Counsel is advised to ensure procedure compliance in subsequent matters.

Since there is no opposition from the Debtor, the court is unaware if Debtor exercised his option to assume the lease under § 365(p)(2). Movant may submit an order denying the motion and confirming that the automatic stay has already terminated on the grounds set forth above. No other relief is granted. No attorney fees will be awarded in relation to this motion.

4. [21-11746](#)-B-7 **IN RE: ARNOLDO CASTRO**
[RMP-2](#)

MOTION TO COMPEL ABANDONMENT
2-18-2025 [\[32\]](#)

U.S. BANK NATIONAL ASSOCIATION/MV
T. O'TOOLE/ATTY. FOR DBT.
RENEE PARKER/ATTY. FOR MV.
DISCHARGED 10/25/21

FINAL RULING: There will be no hearing on this matter

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

U.S. Bank, N.A. ("Movant") moves the court pursuant to 11 U.S.C. 554(b) for an order compelling the Chapter 7 trustee to abandon real property of the estate located at 236 North 4th Street, Orange Cove, CA 93646 on the basis that said property has no equity and is therefore burdensome to the estate or of inconsequential value and benefit to the estate. Doc. #32. The debtor is Arnolando Castro ("Debtor").

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with Rule 6007(b), which permits any party in interest to move to compel the abandonment of property of the estate but requires that the motion be served, *inter alia*, on all creditors. Fed. R. Bankr. Pro. 6007(b). Here, Movant's Certificate of Service indicates that only Debtor's counsel, the Chapter 7 Trustee, and the U.S. Trustee were served, even though a Trustee's Notice of Assets was entered, and nine Proofs of Claim have been filed. Doc. #36; *Claims Register generally*.

Accordingly, this motion will be DENIED WITHOUT PREJUDICE because the creditors who filed Proofs of Claim were not properly served in accordance with Rule 6007(b).

5. [24-13355](#)-B-7 **IN RE: BREANNA LUNA**
[SRC-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-14-2025 [\[16\]](#)

EDUARDO VAZQUEZ, JR./MV
PETER BUNTING/ATTY. FOR DBT.
STEPHEN CORNWELL/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order with a copy of the stipulation attached as an exhibit.

Eduardo Vazquez, Jr. ("Movant") seeks retroactive annulment of the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a federal court action in U.S. District Court, Eastern District of California, Fresno Division ("CAED") as Case No. 24-cv-00396-KES-SKO ("the Non-bankruptcy Action"). Doc. #16. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(3). *Id.*

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 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 amounts 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.

This motion will be GRANTED for the limited purposes of (1) allowing Movant to proceed with the Non-bankruptcy Action in order to liquidate the claim and (2) to seek relief against the insurance policy, only. No action shall be taken against the estate property without further order from this court.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because, under these facts, allowing the Non-bankruptcy Action to proceed will not affect the estate.

6. [25-10061](#)-B-7 **IN RE: GLORIA GUAJARDO**
[PFT-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO
APPEAR AT SEC. 341(A) MEETING OF CREDITORS
2-3-2025 [[21](#)]

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue an order.

Chapter 7 trustee Peter Fear ("Trustee") seeks dismissal of this case for the debtor's failure to appear and testify at the § 341(a) meeting of creditors held on February 3, 2025. Doc. #21.

Gloria Guajardo ("Debtor") filed an untimely opposition. Doc. #23. Debtor was ill with Covid and lost track of time. Debtor is better and will be present for the continued meeting.

This motion to dismiss will be CONDITIONALLY DENIED.

Debtor shall attend the meeting of creditors rescheduled for April 3, 2025, at 3:00 p.m. See, Doc. #20. If Debtor fails to appear and testify at the rescheduled meeting, Trustee may file a declaration with a proposed order and the case may be dismissed without a further hearing.

The times prescribed in Fed. R. Bankr. P. 1017(e)(1) and 4004(a) for the Chapter 7 Trustee and U.S. Trustee to object to Debtor's discharge or file motions for abuse, other than presumed abuse under § 707, are extended to 60 days after the conclusion of the meeting of creditors.

7. [25-10270](#)-B-7 **IN RE: JOE/LUCINDA ONO**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-19-2025 [\[13\]](#)

AMERICREDIT FINANCIAL SERVICES, INC./MV
MARK ZIMMERMAN/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) with respect to a 2017 Ford Fusion (VIN: 3FA6P0HD3HR123788) ("Vehicle"). Doc. #13. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(3). *Id.*

Neither Joe and Lucinda Ono ("Debtors") nor any other 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 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).

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors are three (3) payments past

due in the amount of \$1,109.52 plus late fees of \$36.98. The Movant has produced evidence that Debtors are delinquent \$1,146,50. Docs. #15, #17.

The court declines to find that Debtor does not have any equity in the Property. Although this is a chapter 7 case and the Property is not necessary for an effective reorganization, the moving papers indicate that Debtor has approximately \$3,884.29 in equity. Doc. #15, ¶ 5. Although costs of sale may entirely shrink that remaining equity, Movant has not established a basis for concluding so other than an line item for "Other Fees." In the absence of those fees and after subtracting costs of sale, Debtor may have some equity in the Property. Regardless, relief under § 362(d)(2) is moot because there is "cause" to grant the motion under § 362(d)(1).

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because Debtors have failed to make at least three (3) payments to Movant and the Vehicle is a depreciating asset.

8. [24-13482](#)-B-7 **IN RE: AHMED MOHAMED AND STEPHANIE BARRIGA**
[DWE-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-20-2025 [[22](#)]

NEWREZ LLC/MV
JOEL WINTER/ATTY. FOR DBT.
DANE EXNOWSKI/ATTY. FOR MV.

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

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

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

NewRez LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 965 Beaver Pond Loop, Madera, California 93636 ("Property"). Doc. #22. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(3). *Id.* Ahmed Ismail Mohamed and Stephanie Dianne Barriga ("Debtors") did not oppose. No other 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 debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The Debtors' discharge was entered on March 18, 2025. Doc. #29. Therefore, the automatic stay terminated with respect to the debtors on March 18, 2025. This motion will be DENIED AS MOOT IN PART as to the debtors' interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have failed to make eight (8) pre-petition payments and two (2) post-petition payments. The Movant has produced evidence that Debtors are delinquent at least \$61,259.60 and the entire balance of \$794,044.03 is due. Docs. #24, #27.

The court also finds that the Debtor does not have any equity in the Property and the Property is not necessary to an effective reorganization because debtors are in chapter 7. The property is valued at \$775,000.00 and Debtors owe \$794,044.03. Doc. #27.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will not be ordered waived because there is no evidence establishing the need for a waiver of the stay under 4001 (a)(3).

9. [24-13482](#)-B-7 **IN RE: AHMED MOHAMED AND STEPHANIE BARRIGA**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-13-2025 [[14](#)]

MERCEDES-BENZ FINANCIAL SERVICES USA LLC/MV
JOEL WINTER/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.

Mercedes-Benz Financial Services USA, LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 2020 Mercedes-Benz GLE350W4 (VIN: 4JGFB4KE6LA087272) ("Vehicle"). Doc. #14. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(3).

Ahmed Ismail Mohamed and Stephanie Dianne Barriga ("Debtors") did not oppose.

No other 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 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 became delinquent under financing agreement in the amount of \$4,725.75, and as a result, the account was charged-off on January 14, 2025. Docs. #16, #19. Under the agreement's acceleration clause, Debtor is in default for the entire balance of \$15,462.23. *Ex. A*, Doc. #18; Docs. #16, #19.

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 \$35,675.00 and Debtors owe \$48,942.07. Doc. #19.

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.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because Debtors have failed to make at least eight (8) payments to Movant and the Vehicle is a depreciating asset.

10. [25-10489](#)-B-7 **IN RE: CYNTHIA JAMES**
[DJP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-3-2025 [\[10\]](#)

EDUCATIONAL EMPLOYEES CREDIT UNION/MV
GABRIEL WADDELL/ATTY. FOR DBT.
DON POOL/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: The court intends to grant the motion for
relief on the grounds stated in the motion.

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

Educational Employees Credit Union ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2022 East to West Tandara Fifth Wheel Series M-385MB Prices (VIN: 5ZT3TD4B6N9010749) ("Vehicle"). Doc. #10. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(3). *Id.*

Written opposition was not required and may be presented at the hearing. Debtor's Statement of Intention indicated that the Vehicle would be surrendered. In the absence of opposition, this motion will be GRANTED.

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

11 U.S.C. § 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 three (3) complete payments in the amount of \$2,422.05 plus late fees

of \$63.41. The Movant has produced evidence that Debtor is delinquent at least \$2,485.46. Docs. #11, #13.

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. Movant values the Vehicle at \$26,300.00 and the amount owed to Movant is \$67,383.14. Doc. #13.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the Debtor has failed to make at least one post-petition payment and the Vehicle is a depreciating asset.