



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

Hearing Date: Wednesday, March 26, 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. [24-13508](#)-B-13 **IN RE: DENISE JACKSON**
[SL-2](#)

MOTION TO CONFIRM PLAN
2-18-2025 [[27](#)]

DENISE JACKSON/MV
SCOTT LYONS/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Granted.

ORDER: The court will issue an order.

Denise Jackson ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated January 17, 2025. Docs. #14, #27. No plan has been confirmed thus far. Chapter 13 trustee Lilian G. Tsang ("Trustee") filed an Objection which was subsequently withdrawn. Docs. #34, #40.

The 60-month plan proposes the following terms:

1. Debtor will pay \$2,170.00 per month from future earnings to fund the plan.
2. Outstanding Attorney's fees in the amount of \$7,000.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
 - a. Mountain America Credit Union (Class 2(B); 2019 Jeep Cherokee. \$21,062.00 at 9%. Monthly dividend of \$244.95.
4. A dividend of 100% to unsecured creditors.
5. Four Navient Student Loans will be paid by debtor outside the plan because they will take longer than 60 months to pay.

Doc. #14.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of 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.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed.

2. [25-10311](#)-B-13 **IN RE: MALERY HERNANDEZ**
[BDB-1](#)

MOTION TO VALUE COLLATERAL OF FLAGSHIP CREDIT ACCEPTANCE LLC
2-25-2025 [\[18\]](#)

MALERY HERNANDEZ/MV
BENNY BARCO/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Malery Hernandez (collectively "Debtor") moves for an order valuing a 2016 Nissan Rogue ("Vehicle") at \$5,130.00 under 11 U.S.C. § 506(a). Doc. #26. Vehicle is encumbered by a purchase money security interest in favor Flagship Credit Acceptance LLC ("Creditor"). Doc. #18.

Debtor complied with Rule 7004(b) (3) by mailing a copy of the pleadings to the attention of an Officer or Manager. Doc. #22. Creditor is not a federally insured depository institution within the meaning of Rule 7004(h), so service by certified mail is not required.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f) (1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f) (1) (B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that

they are entitled to the relief sought, which the movant has done here.

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

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

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

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

11 U.S.C. § 506(a) (2) states:

If the debtor is an individual in a case under chapter 7 or 13, such value with respect to personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined.

Here, Debtor declares that Debtor borrowed money from Creditor to purchase the Vehicle in July of 2019, which is more than 910 days preceding the February 4, 2025, petition date. Docs. #1, #18. Creditor has neither opposed this motion nor filed a Proof of Claim, so the court must accept Debtor's Declaration as true and conclude that the elements of § 1325(a) (*) are not met and § 506 is applicable.

Debtor further declares Vehicle has a replacement value of \$5,130.00 Doc. #18. Debtor is competent to testify as to the value of the Vehicle. Given the absence of contrary evidence, the debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Creditor's secured claim will be fixed at \$5,130.00. The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

3. [24-13518](#)-B-13 **IN RE: RACHELLE KREILACH**
[WLG-1](#)

MOTION TO CONFIRM PLAN
2-10-2025 [\[23\]](#)

RACHELLE KREILACH/MV
NICHOLAS WAJDA/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to **April 23, 2025**, at **9:30 a.m.**

ORDER: The court will issue an order.

Rachelle Kreilach ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated February 10, 2025. Doc. #22. No plan has been confirmed thus far. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. Debtor has erroneously classified creditor PHH Mortgage as both a Class 1 creditor to whom prepetition arrears in the amount of \$2,741.02 are to be paid through the plan and a Class 4 creditor to be paid directly by Debtor's son. The Trustee cannot administer the plan as proposed.

Doc. #33.

This motion to confirm plan will be CONTINUED to **April 23, 2025**, at **9:30 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or all objections to confirmation are withdrawn, the Debtor shall file and serve a written response to the objections no later than fourteen (14) days before the continued hearing date. The response shall specifically address each issue raised in the objection(s) to confirmation, state whether each issue is disputed or undisputed, and include admissible evidence to support the Debtor's

position. Any replies shall be filed and served no later than seven (7) days prior to the hearing date.

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

4. [21-12031](#)-B-13 **IN RE: JUAN FAJARDO**
[SL-5](#)

MOTION TO MODIFY PLAN
2-14-2025 [[102](#)]

JUAN FAJARDO/MV
SCOTT LYONS/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

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

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

A motion to sell was filed by Juan Fajardo ("Debtor") on June 18, 2024, and was granted by the court on June 21, 2024. Docs. #95, #99. The DCN for that motion was SL-5. The DCN for this motion is also SL-5, and therefore it does not comply with the local rules. Each separate matter filed with the court must have a different DCN. For the above reason(s), this motion will be DENIED WITHOUT PREJUDICE.

5. [25-10035](#)-B-13 **IN RE: ALEXANDER/REBECCA PILKINTON**
[JCW-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY
CAPITAL ONE AUTO FINANCE
2-11-2025 [[28](#)]

CAPITAL ONE AUTO FINANCE/MV
SCOTT LYONS/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.
RESPONSIVE PLEADING

FINAL RULING: There will be no hearing in this matter

DISPOSITION: Withdrawn.

No order is required.

On March 19, 2025, Capital One Auto Finance withdrew its Objection to Confirmation. Doc. #42. Accordingly, this Objection is WITHDRAWN.

6. [25-10035](#)-B-13 **IN RE: ALEXANDER/REBECCA PILKINTON**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
2-6-2025 [[15](#)]

LILIAN TSANG/MV
SCOTT LYONS/ATTY. FOR DBT.
OBJECTION WITHDRAWN;

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

DISPOSITION: Withdrawn.

No order is required.

On March 12, 2025, the Trustee withdrew the Objection to Confirmation. Doc. #46. Accordingly, the Objection is WITHDRAWN.

7. [23-12840](#)-B-13 **IN RE: EDGARDO/MARYLOU EGUIA**
[BDB-1](#)

MOTION TO DISMISS CASE
3-3-2025 [\[39\]](#)

MARYLOU EGUIA/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. The Moving Party shall submit a proposed order after hearing.

Edgardo and Marylou Eguia ("Debtors") move for an order voluntarily dismissing this case pursuant to 11 U.S.C. § 1307(b). Doc. #40.

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

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

11 U.S.C. § 1307 provides:

(b) On request of the debtor at any time, if the case has not been converted under section 706, 1112, or 1208 of this title, the court shall dismiss a case under this chapter.

§ 1307(b). Debtors have an absolute right to dismiss under § 1307(b) provided that the case has not been previously converted. *Nichols v. Marana Stockyard & Livestock Mkt., Inc. (In re Nichols)*, 10 F.4th 956, 964 (9th Cir. 2021). This case has not been previously converted, so it may be dismissed. But Debtors do not have the right to dismiss *without prejudice*.

11 U.S.C. § 105(a) allows the court to issue an order, process, or judgment that is necessary or appropriate to carry out the provisions of the Bankruptcy Code. The court is not precluded from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement orders, rules, or prevent an abuse of process. § 105(a).

11 U.S.C. § 349(a) affords the court judicial discretion to impose a variety of consequences of dismissal. *Duran v. Rojas (In re Duran)*, 630 B.R. 797, 809 (B.A.P. 9th Cir. 2021). For "cause," the court may "order otherwise" to impose in a dismissal a prohibition on the discharge of any debt that could have been discharged in the dismissed case or an injunction from filing future bankruptcy petitions. *Ibid.*; § 349(a).

"Cause" has not been defined, but typically § 349(a) requires a showing of egregious conduct. "Generally, only if a debtor engages in egregious behavior that demonstrates and prejudices creditors . . . will a bankruptcy court forever bar the debtor from seeking to discharge then existing debts." *In re Tomlin*, 105 F.3d 933, 936-37 (4th Cir. 1997).

The test to determine whether there is bad faith is the "totality of the circumstances" test. *Leavitt v. Soto (In re Leavitt)*, 209 B.R. 935, 939 (B.A.P. 9th Cir. 1997), citing *In re Eisen*, 14 F.3d 469, 470 (9th Cir. 1994). The court must consider the following four factors:

- (1) whether the debtor misrepresented facts in his petition or plan, unfairly manipulated the Bankruptcy Code, or otherwise filed his Chapter 13 petition or plan in an inequitable manner;
- (2) the debtor's history of filings and dismissals;
- (3) whether the debtor only intended to defeat state court litigation; and
- (4) whether egregious behavior is present.

Duran, 630 B.R. at 810, citing *Leavitt*, 171 F.3d at 1224; see also, *In re Goeb*, 675 F.2d 1386, 1390 (9th Cir. 1982); *In re Chinichian*, 784 F.2d 1440, 1445-46 (9th Cir. 1986). The burden is on the debtor to prove that the petition was filed in good faith. *In re Powers*, 135 B.R. 980, 997 (Bankr. C.D. Cal. 1991).

This case was filed on December 21, 2023. Doc. #1. It has not been previously converted. The chapter 13 trustee objected to Debtors' proposed chapter 13 plan. LGT-1. Debtors filed amended schedules (Doc. #24). Trustee's objection was withdrawn on January 29, 2024. Doc. #25. Debtors Chapter 13 Plan was confirmed on February 24, 2024. Doc. #29.

Now, Debtors seek to voluntarily dismiss this case under § 1307(b) because the plan payments are not feasible, so Debtors believe they can better manage their finances outside of bankruptcy. Docs. #46, #48. The court filed a Notice of Intent to Close Chapter 13 Case on March 9, 2024. Doc. #35.

Nothing in the record suggests that Debtors have misrepresented facts in the petition or plan, unfairly manipulated the Bankruptcy Code, or otherwise filed the petition and plan in an inequitable manner. There

is no indication that Debtors filed bankruptcy only to defeat state court litigation, or otherwise engaged in egregious behavior.

Accordingly, the hearing on this motion will be called and proceed as scheduled. Opposition may be presented at the hearing. In the absence of opposition, the court is inclined to GRANT this motion, resulting in this case being DISMISSED WITHOUT PREJUDICE.

8. [24-12848](#)-B-13 **IN RE: CECILIA AGUILAR AND DAVID QUINONEZ**
[EPE-1](#)

MOTION TO CONFIRM PLAN
2-14-2025 [\[36\]](#)

DAVID QUINONEZ/MV
ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Cecilia Aguilar and David Quinonez ("Debtors") seek an order confirming the *First Modified Chapter 13 Plan* dated February 14, 2025. Docs. #33, #36. No plan has been confirmed so far. The 60-month plan proposes the following terms:

1. Debtors will pay \$3,049.00 per month to fund the plan.
2. Outstanding Attorney's fees in the amount of \$6,375.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
 - a. Class 2(A). Capital One Auto Finance (PMSI. 2025 Honda CRV). \$44,650.24 at 9% to be paid at \$926.87 per month.
 - b. Class 2(A). Toyota Financial Services (PMSI. 2022 Toyota Tacoma). \$33,035.00 at 7.00% to be paid at \$654.13 per month.
 - c. Class 4. United Wholesale Mortgage (Mortgage on 1531 N. Valencia Ct., Reedley, CA 93654). \$1,507.00 to be paid directly by Debtors.
4. A dividend of 100% to unsecured creditors.

Doc. #36.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of 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.

No party objected, and the defaults of all nonresponding parties are entered.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed.

9. [25-10259](#)-B-13 **IN RE: TODD FISHER AND LEZA COOPER**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
3-11-2025 [[17](#)]

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

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

DISPOSITION: Overruled as moot.

ORDER: The court will prepare the order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Todd Fisher and Leza Cooper (collectively "Debtors") on January 31, 2025. Doc. #17. On March 18, 2025, the Debtors filed their *First Amended Plan*. Doc. #23. Accordingly, Trustee's Objection to the Plan dated January 31, 2025, is OVERRULED AS MOOT.

10. [24-13661](#)-B-13 **IN RE: RUBEN/VITELIA DEJESUS**
[BDB-1](#)

MOTION TO CONFIRM PLAN
3-17-2025 [\[42\]](#)

VITELIA DEJESUS/MV
BENNY BARCO/ATTY. FOR DBT.

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

DISPOSITION: Continued to **April 23, 2025**, at **9:30 a.m.**

ORDER: The court will issue an order.

Ruben and Vitelia DeJesus ("Debtors") move for an order confirming the *First Modified Chapter 13 Plan* dated February 19, 2025. Doc. #31. No plan has been confirmed thus far. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. Debtors plan proposes to classify creditors Noble Credit Union ("Noble") into Class 2 and proposes to pay the value of the two collateral vehicles for Noble's claim, but no valuation order had been entered as of the date of the filing of this Objection. Contemporaneously with the entry of this ruling, the court has ruled in favor of Debtors as to their motions for valuation for the two vehicles. *See Items #11 and #12, below.*
2. The plan proposes to pay a 35% dividend to unsecured creditors, but the Trustee argues that, based on Debtors' other filings, their disposable income requires a 79.99% dividend, as well as an increase in the monthly plan payment.

Doc. #40.

This motion to confirm plan will be CONTINUED to **April 23, 2025**, at **9:30 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or all objections to confirmation are withdrawn, the Debtors shall file and serve a written response to the objections no later than fourteen (14) days before the continued hearing date. The response shall specifically address each issue raised in the objection(s) to confirmation, state whether each issue is disputed or undisputed, and include admissible evidence to support the Debtor's position. Any replies shall be filed and served no later than seven (7) days prior to the hearing date.

If the Debtors elect to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than seven (7) days before the continued hearing date. If the Debtors do not timely file a modified plan or a written response, the objection will be sustained

on the grounds stated, and the motion will be denied without further hearing.

11. [24-13661](#)-B-13 **IN RE: RUBEN/VITELIA DEJESUS**
[BDB-2](#)

MOTION TO VALUE COLLATERAL OF NOBLE CREDIT UNION
2-19-2025 [\[21\]](#)

VITELIA DEJESUS/MV
BENNY BARCO/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Ruben and Vitelia DeJesus (collectively "Debtors") move for an order valuing a 2018 Honda Clarity ("Vehicle") at \$13,549.00 under 11 U.S.C. § 506(a). Doc. #21. Vehicle is encumbered by a purchase money security interest in favor Noble Credit Union ("Creditor"). *Id.*

Debtors complied with Rule 7004(b)(3) by mailing a copy of the pleadings to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process. Doc. #25. Creditor is not a federally insured depository institution within the meaning of Rule 7004(h), so service by certified mail is not required.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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

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

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

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

11 U.S.C. § 506(a) (2) states:

If the debtor is an individual in a case under chapter 7 or 13, such value with respect to personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined.

Here, Debtors declare that they borrowed money from Creditor to purchase the Vehicle on or about July 10, 2021, which is more than 910 days preceding the December 19, 2024, petition date. Doc. #23. Thus, the elements of § 1325(a) (*) are not met and § 506 is applicable.

Debtors declare that the Vehicle has a replacement value of \$13,549.00. Doc. #23. The Debtors are competent to testify as to the value of the Vehicle. Given the absence of contrary evidence, the debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Creditor's secured claim will be fixed at \$13,549.00. The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

12. [24-13661](#)-B-13 **IN RE: RUBEN/VITELIA DEJESUS**
[BDB-3](#)

MOTION TO VALUE COLLATERAL OF NOBLE CREDIT UNION
2-19-2025 [\[26\]](#)

VITELIA DEJESUS/MV
BENNY BARCO/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Ruben and Vitelia DeJesus (collectively "Debtors") move for an order valuing a 2021 Jeep Grand Cherokee ("Vehicle") at \$34,869.00 under 11 U.S.C. § 506(a). Doc. #26. Vehicle is encumbered by a purchase money security interest in favor Noble Credit Union ("Creditor"). *Id.*

Debtors complied with Rule 7004(b)(3) by mailing a copy of the pleadings to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process. Doc. #30. Creditor is not a federally insured depository institution within the meaning of Rule 7004(h), so service by certified mail is not required.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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

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

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

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

11 U.S.C. § 506(a) (2) states:

If the debtor is an individual in a case under chapter 7 or 13, such value with respect to personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined.

Here, Debtors declare that they borrowed money from Creditor to purchase the Vehicle on or about October 23, 2021, which is more than 910 days preceding the December 19, 2024, petition date. Doc. #28. Thus, the elements of § 1325(a) (*) are not met and § 506 is applicable.

Debtors declare that the Vehicle has a replacement value of \$34,869.00. Doc. #28. The Debtors are competent to testify as to the value of the Vehicle. Given the absence of contrary evidence, the

debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Creditor's secured claim will be fixed at \$34,869.00. The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

13. [24-13661](#)-B-13 **IN RE: RUBEN/VITELIA DEJESUS**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY
TRUSTEE LILIAN G. TSANG
2-11-2025 [\[16\]](#)

BENNY BARCO/ATTY. FOR DBT.

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

DISPOSITION: Overruled as moot.

ORDER: The court will prepare the order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Ruben and Vitelia DeJesus (collectively "Debtors") on December 20, 2024. Doc. #16.

On February 19, 2025, the Debtors in this case filed their *First Modified Chapter 13 Plan*. Doc. #34. Accordingly, the instant Objection to Debtors original plan filed on December 20, 2024, will be OVERRULED as moot.

14. [25-10165](#)-B-13 **IN RE: OSVALDO/DAMARIS GONZALEZ**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
3-7-2025 [\[13\]](#)

LILIAN TSANG/MV
SCOTT LYONS/ATTY. FOR DBT.

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

DISPOSITION: Continued to **April 23, 2025**, at **9:30 a.m.**

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Osvaldo and Damaris Gonzalez (collectively "Debtors") on January 22, 2025, on the following basis:

1. The Trustee has not concluded the Meeting of Creditors held on March 4, 2025, and has continued the hearing to March 18, 2025, for the reasons set forth below:
 - a. Debtors appeared at the March 4, 2025, Meeting of Creditors. However, Debtors provided the Trustee with the required documents the day of the Meeting of Creditors, thus, not providing requisite time for the Trustee to prepare for the hearing.
 - b. The continued meeting will be held on March 18, 2025. Debtors are required to appear and submit to an examination under oath. [11 U.S.C. § 343]. The Trustee may have further objections to the plan, based on the testimony of Debtors at the continued Meeting of the Creditors. This case is not ready to be confirmed. The Trustee will supplement this objection when the Trustee becomes aware of further issues regarding confirmation as is required by Congress under 11 U.S.C. § 1302(b)(2)(B).

Doc. #12. On March 20, 2025, the Trustee filed a Supplemental to the Objection, advising the court that Debtors did appear at the March 18, 2025, 341 meeting but that the hearing was continued to April 15, 2025, because the Joint Debtor's name as listed on the Voluntary Petition did not match the names listed on Joint Debtor's Social Security Card or Joint Debtor's Driver's License. Doc. #20. This oversight was apparently corrected in an Amended Petition filed on March 18, 2025. Doc. #18. Trustee may supplement this Objection after the April 15, 2025, meeting of Creditors.

This objection will be CONTINUED to **April 23, 2025**, at **9:30 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtors shall file and

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

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

15. [24-10373](#)-B-13 **IN RE: MARIA RAMIREZ**
[DMG-2](#)

MOTION FOR COMPENSATION FOR D. MAX GARDNER, DEBTORS ATTORNEY(S)
2-24-2025 [\[81\]](#)

D. GARDNER/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

D. Max Gardner, Attorney at Law ("Applicant"), attorney for Maria Ramirez ("Debtor"), requests interim compensation in the sum of **\$8,332.30** under 11 U.S.C. § 330 and § 331. Doc. #81. This amount consists of **\$7,892.50** in fees and **\$438.80** in expenses from **February 21, 2024, through February 24, 2025**. *Id.* This is Applicants first fee application. *Id.*

Debtor executed a statement of consent dated March 21, 2025, indicating that Debtor has read the fee application and approves the same. *Doc. #86.*

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.

Section 3.05 of the *Chapter 13 Plan* dated May 24, 2024, confirmed September 16, 2024, indicates that Applicant was paid \$2,000.00 prior to filing the case and, subject to court approval, additional fees of \$7,000.00 shall be paid through the plan upon court approval by filing and serving a motion in accordance with 11 U.S.C. §§ 329 and 330, and Rules 2002, 2016-17. Docs. #31, #69.

D. Max Gardner was the only attorney or staff member to work on this case, and he provided 20.5 billable hours at \$385.00 per hour, totaling **\$7,892.50** in fees. Docs. #81, 83. Applicant also incurred **\$439.80** in expenses, consisting of postage, photocopies, and the Chapter 13 filing fee. *Id.* These combined fees and expenses total **\$8,332.30**, and after the application of the \$2,310.00 retainer, **\$6,022.30** remains outstanding.

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: case administration, fee/employment applications, meetings of creditors, and plan preparation. Docs. #81, #83. 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 **\$7,892.50** in fees as reasonable compensation for services rendered and **\$439.80** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. § 330 and § 331. After application of the retainer, the chapter 13 trustee will be authorized to pay Applicant **\$6,022.30** through the confirmed plan for services and expenses from **February 21, 2024, through February 24, 2025**.

16. [24-13674](#)-B-13 **IN RE: YVONNE OLMOS**
[MAZ-1](#)

MOTION TO CONFIRM PLAN
2-11-2025 [\[22\]](#)

YVONNE OLMOS/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
DISMISSED 2/12/25

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

DISPOSITION: Denied as moot.

No order is required.

On February 12, 2025, the court entered an order dismissing the above-styled case. Accordingly, this *Motion to Confirm Plan* will be DENIED as moot.

17. [24-11382](#)-B-13 **IN RE: CHRISTOPHER MEISNER AND KRYSTINA**
MCLAIN-MEISNER
[FW-1](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL,
P.C. FOR GABRIEL J. WADDELL, DEBTORS ATTORNEY(S)
2-21-2025 [\[24\]](#)

GABRIEL WADDELL/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Fear Waddell, Attorney at Law ("Applicant"), attorney for Christopher Meisner and Krystina McLain-Meisner ("Debtors"), requests interim compensation in the sum of **\$5,680.70** under 11 U.S.C. § 330 and § 331. Doc. #24. This amount consists of **\$5,666.00** in fees and **\$14.70** in expenses from **February 23, 2024, to February 14, 2025**. *Id.* This is Applicants first fee application. *Id.*

Debtors executed a statement of consent dated February 19, 2025, indicating that Debtors have read the fee application and approves the same. Doc. #26 (Exhibit E).

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.

Section 3.05 of the *Chapter 13 Plan* dated May 22, 2024, confirmed September 9, 2024, indicates that Applicant was paid \$3,687.00 prior to filing the case and, subject to court approval, additional fees of \$15,000.00 shall be paid through the plan upon court approval by filing and serving a motion in accordance with 11 U.S.C. §§ 329 and 330, and Rules 2002, 2016-17. Docs. #3, #17. The billing records indicate that Debtors paid a total of \$4,000.00 prepetition, which would include \$313.00 for the Chapter 13 filing fee. Doc. #26.

Applicant's firm provided 32.50 billable hours at the following rates, totaling **\$9,353.00** in fees:

Professional	Rate	Billed	Total
Gabriel J. Waddell (2024)	\$380.00	16.30	\$6,194.00
Gabriel J. Waddell (2025)	\$395.00	1.90	\$750.50
Katie Waddell (2025)	\$295.00	0.80	\$236.00
Kayla Schlaak (2024)	\$160.00	12.40	\$1,984.00
Kayla Schlaak (2025)	\$175.00	1.00	\$175.00
Laurel Guenther (2024)	\$135.00	0.10	\$13.50
Total		32.5	\$9,353.00

Docs. #24, #26. Applicant also incurred **\$14.93** in expenses for postage. *Id.* Applicant also lists \$313.00 for the filing fee as an expense in the moving papers, but the motion itself seeks on \$14.93. After application of the remaining **\$3,687.00** from the retainer, \$5,666.00 in attorney's fees is outstanding.

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: prepetition consultation and fact gathering; preparations of voluntary petition, schedules, and Form 22C; independent verification of information; 341 preparation and attendance; claim administration and claim objections; original plan, hearings, and objections; fee applications; and case administration. Docs. #24, 26. 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 **\$5,666.00** in fees as reasonable compensation for services rendered and **\$14.70** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. § 330 and § 331. After application of the retainer, the chapter 13 trustee will be authorized to pay Applicant **\$5,680.70** through the confirmed plan for services and expenses from **February 23, 2024, to February 14, 2025**.

18. [21-10286](#)-B-13 **IN RE: JAMES/AIMEE MCCOY**
[DMG-4](#)

MOTION TO INCUR DEBT
2-25-2025 [\[60\]](#)

AIMEE MCCOY/MV
D. GARDNER/ATTY. FOR DBT.

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: To be determined.

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

James and Aimee McCoy ("Debtors") move for authorization to finance the purchase of a personal residence in their pending Chapter 13 case pursuant to Rule 3015-1(h)(1)(A). Doc. #60. On October 13, 2023, the court approved a prior such motion that authorized Debtors to purchase a new home in an amount not to exceed \$325,000.00. Doc. #51. Debtors

were evidently unable to complete a home purchase under the terms of the prior motion, and the new motion now seeks authority to purchase a home with a value of \$450,000.00 Doc. #60.

However, while the motion and Declaration aver that an Amended Schedule I & J were filed contemporaneously with this motion, no such contemporaneously-filed Schedules appear on the docket, with the most recent Amended Schedule I & J having been filed on October 11, 2023, well outside the 30-day window. Docs. #60, #62, #49. There is also no evidence from the Trustee or properly authenticated documents from the Trustee's office that the Plan is not in default or is completed.

This matter will proceed as scheduled. Debtors will present admissible evidence in the form of additional documents (including but not limited to either an Amended Schedule I & J or an appropriate Declaration) and evidence of compliance or completion of the Plan or present a reasonable deadline by which such evidence must be filed and served.

19. [22-11091](#)-B-13 **IN RE: MARIO/ISABEL SALINAS**
[SLL-3](#)

MOTION TO INCUR DEBT
2-17-2025 [\[64\]](#)

ISABEL SALINAS/MV
STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Continued to **April 9, 2025**, at **9:30 a.m.**

ORDER: The court will prepare the order.

Mario and Isabel Salinas ("Debtors") move for authorization to incur new debt in order to obtain a student loan in the amount of \$31,824.00 from the William D. Ford Direct Loan Program ("the Program") for Mr. Salinas to attend National University. Doc. #64. Mr. Salinas seeks a Master of Science in Educational Counseling with Internship option so that he can obtain employment as a school counselor. Doc. #66.

Mr. Salinas declares that the loan repayment would not commence until two (2) or more years after completion of his Plan. *Id.* However, the Declaration does not provide any information more definite than that. *Id.* Before this motion may be granted, the court must have admissible evidence as to when Mr. Salinas' school will begin and end, as well as the projected date by which the Debtors will complete plan payments, to confirm that the Plan and the loan payment do not overlap.

Also, the exhibits submitted with the motion are not authenticated. The "Master Promissory Note" submitted does not even reference the

school Mr. Salinas is planning to attend. Thus, that document is also irrelevant.

Accordingly, this matter will be CONTINUED to **April 9, 2025, at 9:30 a.m.**, with any additional documents (including but not limited to either an Amended Schedule I & J or an appropriate Declaration) and other appropriate evidence to be filed and served on or before April 2, 2025. If the Debtors provide satisfactory proof that the loan repayment will not commence until after plan payments are concluded, the court may remove this matter from the calendar by final ruling on or before the April 9 hearing date.

20. [25-10192](#)-B-13 **IN RE: WENDY ROBINSON**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
3-7-2025 [\[15\]](#)

RABIN POURNAZARIAN/ATTY. FOR DBT.

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

DISPOSITION: Continued to **April 23, 2025, at 9:30 a.m.**

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Wendy Lee Robinson ("Debtor") on January 24, 2025, on the following basis:

1. Debtor's plan provides for Sunnova in Class 1 and Section 4.02. Class 1 has no monthly payments or arrears. As the agreement with Sunnova is a lease for solar panels, it appears Section 4.02 is the proper treatment. Sunnova should be removed from Class 1.

Doc. #15. On March 19, 2025, Debtor filed a Response conceding the mistake regarding Sunnova. Debtor also reported that the current plan is not feasible due to a Proof of Claim filed by the IRS and that a new plan is forthcoming.

This objection will be CONTINUED to **April 23, 2025, at 9:30 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

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

21. [24-10693](#)-B-13 **IN RE: ANTHONY MARQUEZ**
[TCS-1](#)

CONTINUED MOTION TO MODIFY PLAN
1-16-2025 [\[34\]](#)

ANTHONY MARQUEZ/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
RESPONSIVE PLEADING WITHDRAWN

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

DISPOSITION: Denied as moot.

ORDER: The court will prepare the order.

On March 18, 2025, the Debtor filed his *Second Modified Plan*. Doc. #53. Accordingly, this *Motion to Confirm the First Modified Plan* dated January 16, 2025, is DENIED AS MOOT.

11:00 AM

1. [19-13631](#)-B-7 **IN RE: CHRISTINA RUELAS**
[24-1012](#)

CONTINUED PRE-TRIAL CONFERENCE RE: COMPLAINT
5-16-2024 [\[1\]](#)

ROBERTS V. RUELAS

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

DISPOSITION: Concluded and dropped from calendar.

No order is required.

On March 3, 2025, the court entered an order dismissing the above-styled adversary proceeding with prejudice. Accordingly, the continued Pre-Trial Conference is CONCLUDED and will be DROPPED from the calendar.

2. [24-13235](#)-B-7 **IN RE: LUIS MERCADO**
[25-1004](#) [CAE-1](#)

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

MERCADO V. U.S. DEPARTMENT OF EDUCATION ET AL
REISSUED SUMMONS: 4/9/25

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

DISPOSITION: Dropped from calendar.

ORDER: The court will prepare the order.

On February 18, 2025, the clerk's office issued a reissued summons in this adversary proceeding, with the new status conference set for April 9, 2025, at 11:00 a.m. Accordingly, this status conference, which was set by a prior and now-stale summons will be DROPPED from the calendar.