



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B - Courtroom #13
Fresno, California
Hearing Date: Tuesday, March 27, 2024**

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/RemoteAppearances>. 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.

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INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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. [23-12701](#)-B-13 **IN RE: LILIBETH LICONA**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
3-11-2024 [[34](#)]

JOHN DOWNING/ATTY. FOR DBT.

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

DISPOSITION: Overruled as moot.

ORDER: The court will prepare the order.

On March 11, 2024, the Chapter 13 Trustee filed an *Objection to Confirmation of Plan* filed on December 4, 2023. Doc. #34. On March 16, 2024, Lilibeth Licona ("Debtor") filed a *First Amended Chapter 13 Plan*. Accordingly, the instant *Objection* is OVERRULED as moot.

2. [23-12623](#)-B-13 **IN RE: ERICKA GUTIERREZ GONZALEZ**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE
LILIAN G. TSANG
1-23-2024 [[24](#)]

MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION: Overruled.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Ericka Gutierrez Gonzales ("Debtor") on November 28, 2023, under 11 U.S.C. § 1325(b)(1)(B) on the following basis:

1. The plan as proposed will take 60.23 months to fund, and the plan payment must be increased to \$896.46 per month to complete within 60 months. (11 U.S.C. § 1322(d).
2. The plan does not propose treatment for creditor Suttle & Hammer, APC.

Doc. #24. On February 9, 2024, Debtor filed a Response to this Objection. Doc. #29. However, upon review, the court found that the Response does not adequately address all the issues raised in the Objection and continued the matter to March 13, 2024.

On February 27, 2024, Debtor filed a second Response in which she agreed to increase the monthly payment to the amount proposed by Trustee. Doc. #40.

Debtor also noted that she has filed a motion to avoid the lien of Suttle and Hammer, APC on Debtor's real property, and she asserted that once the lien was avoided, the plan would be feasible.

Then, on March 5, 2024, Trustee filed a Reply agreeing to the increase in plan payment and requesting that the matter be continued to be heard in conjunction with the Motion to Avoid Lien. Doc. #42. Trustee's Reply stated that if the Motion to Avoid Lien were to be granted, the plan would be feasible.

The court has granted the Motion to Avoid Lien (see Item #3, below) and interprets Trustee's Reply to mean that her objections to confirmation have been resolved. Accordingly, the Objection is OVERRULED.

3. [23-12623](#)-B-13 **IN RE: ERICKA GUTIERREZ GONZALEZ**
[MAZ-1](#)

MOTION TO AVOID LIEN OF JP MORGAN CHASE BANK, NA
2-20-2024 [[35](#)]

ERICKA GUTIERREZ GONZALEZ/MV
MARK ZIMMERMAN/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.

Ericka Gutierrez Gonzalez ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of JP Morgan Chase Bank NA ("Creditor") in the sum of \$8,521.92 and encumbering residential real property located at 3911 W. Elkhorn Avenue, Visalia, California 93245 ("Property"). Doc. #35.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail on June 15, 2023. Doc. #39. Debtor also complied with Fed. R. Bankr. P. 7004(h), which, unless one of three exceptions specified in subsections (h)(1) to (3) apply, requires service to be made by certified mail and addressed to an officer. *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 any party in interest, including but not limited to the creditors, the chapter 7 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 may be unnecessary in the absence of any opposition, and the matter resolved without oral argument. See

Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). 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.

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

Here, a judgment was entered against Debtor in favor of Creditor in the amount of \$8,521.92 on December 20, 2021. Doc. #37 (*Exhib. E*). The abstract of judgment was issued on May 17, 2023, and was recorded in Tulare County on October 18, 2023. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #18. Debtor estimates that the current amount owed on account of this lien is \$8,521.92. *Id.*

As of the petition date, Property had an approximate value of \$340,000.00. Doc. #1 (*Sched. A/B*). Debtor claimed a \$340,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (*Sched. C*). Except for the judgment lien at issue, it appears Debtor owns Property free and clear.

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

"Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided 'in full' was if the debtor's gross equity were equal to or less than the amount of the exemption." *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 596 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999), citing *In re Brantz*, 106 B.R. 62, 68 (Bankr. E.D. Pa. 1989) ("Avoidance of all judicial liens results unless (3) [the result of deducting the debtor's allowable exemptions and the sum of all liens not avoided from the value of the property] is a positive figure."), citing *In re Magosin*, 75 B.R. 545, 547 (Bankr. E.D. Pa. 1987) (judicial lien was avoidable in its entirety where equity is less than exemption).

Here, Debtor's exemption in the Property is equal to its fair market value, and so, there is not any equity to support the lien. Strict application of the § 522(f)(2) formula with respect to Creditor's junior lien is illustrated as follows:

Amount of judgment lien	\$8,521.92
Total amount of unavoidable liens	+ \$0.00
Debtor's claimed exemption in Property	+ 340,000.00
<i>Sum</i>	= \$348,521.92
Debtor's claimed value of interest absent liens	- \$340,000.00
Extent lien impairs exemption	= \$8,521.92

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

Fair market value of Property	\$340,000.00
Total amount of unavoidable liens	- \$0.00
Homestead exemption	- 340,000.00
Remaining equity for judicial liens	= \$0.00
Creditor's judicial lien	- \$8,521.92
Extent Debtor's exemption impaired	= (\$8,521.92)

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

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

4. [19-11632](#)-B-13 **IN RE: GREGORY BATSCH**
[RSW-3](#)

MOTION TO SELL
2-29-2024 [[75](#)]

GREGORY BATSCH/MV
ROBERT WILLIAMS/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted provided the court is satisfied with below
clarifications and subject to higher and better bids.

ORDER: The Moving Party shall submit a proposed order after
hearing.

Gregor Edwin Batsch ("Debtor") seeks authorization to sell his residential real property, a condominium located at 7330 Stockdale Hwy. #16, Bakersfield, CA ("the Property"). Doc. #75. Debtor filed for Chapter 13 bankruptcy on April 22, 2019, and under his confirmed plan, he is paying 100% to unsecured creditors. Doc. #77. Debtor proposes to pay off the remainder of his plan obligations directly from escrow. *Id.*

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. § 363(b)(1) allows the chapter 13 trustee to "sell, or lease, other than in the ordinary course of business, property of the estate."

11 U.S.C. § 1303 states that the "debtor shall have, exclusive of the trustee, the rights and powers of a trustee under sections . . . 363(b) . . . of this title." 11 U.S.C. § 1302(b)(1) excludes from a chapter 13 trustee's duties the collection of estate property and reduction of estate assets to money. Therefore, the debtor has the authority to sell property of the estate under § 363(b) in this Chapter 13 case.

Proposed sales under 11 U.S.C. § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. *In re Alaska Fishing Adventure, LLC*, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) (citing *240 North Brand Partners, Ltd. v. Colony GFP Partners, LP (In re 240 N. Brand Partners, Ltd.)*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996); *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991)). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the [debtor]'s judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." *Alaska Fishing*

Adventure, LLC, 594 B.R. at 889 quoting 3 Collier on Bankruptcy ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.). “[T]he [debtor]’s business judgment is to be given great judicial deference.” *Id.* (citing *In re Psychometric Systems, Inc.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007); *In re Bakalis*, 220 B.R. 525, 531-32 (Bankr. E.D.N.Y. 1998)).

Sales to an insider are subject to heightened scrutiny. *Alaska Fishing Adventure, LLC*, 594 B.R. at 887 citing *Mission Product Holdings, Inc. v. Old Cold, LLC (In re Old Cold LLC)*, 558 B.R. 500, 516 (B.A.P. 1st Cir. 2016).

Here, Debtor wishes to sell the Property to Adrian Esparza (“Prospective Buyer”) for \$270,000.00. Doc. 77. The proposed real estate commission is 3.5%. *Id.* Debtor avers that this is an arms-length sale, as the offer came to Debtor through the Prospective Buyer’s realtor. From the filings, it appears that Debtor owns the Property free and clear except for three liens on the Property listed in the plan under Class 2A, all of which will be paid in full out of escrow. *Id.*; Doc. #52 (*Amended Chapter 13 Plan*). The Prospective Buyer is not listed as a creditor in either the Schedules or the Matrix. See Docs. #1, 6.

Debtor initially listed the Property in his Schedule A/B with a value of \$180,000.00, of which he owns a 1/2 interest. Doc. #1 (*Sched. A/B*). The identity of the co-owner is not divulged by the Motion, but Debtor’s Schedule H identifies Stephen Schmidt as also residing at the Property and being co-debtor on the three liens attached to the Property. Doc. #1 (*Sched. H*). Debtor claims a \$75,000.00 exemption in his 1/2 interest in the Property under C.C.P. § 704.730 (as then applicable). Doc. #1 (*Sched. C*).

Debtor avers that the proposed sale will pay off Debtor’s chapter 13 plan in full. Doc. #77. However, the motion is not accompanied by any declarations or exhibits indicating how much is still owed under the plan. The case was filed in April of 2019 as a 60-month plan but was extended to 84 months pursuant to the CARES Act. Docs. #2,52. The motion is not accompanied by a proposed closing statement that indicates how much is due to the bankruptcy trustee.

Using the information that is contained in the moving papers, the payout appears to be something like the following:

Proposed sale price of Property		\$270,000.00
Broker Commission (totals 3.5% of sale price)	-	\$9,450.00
Debtor’s Exemption	-	\$75,000.00
Costs of sale, taxes, and fees	-	Unknown
Remaining balance available to pay off the plan, with any remaining balance going to Debtor.270	-	\$185,550.00 (not counting costs of sale, taxes and fees)

Doc. #75,77.

The sale of the Property appears to be in the best interests of the estate because, assuming Debtor’s averments are correct, it will pay off the chapter 13 plan in full with a 100% dividend to unsecured creditors. *Id.* The sale appears to be supported by a valid business judgment and proposed in good faith because the sale will pay all creditors 100% of their claims sooner than the Debtor’s chapter

13 proposed to pay them. *Id.* Debtor's judgment appears to be reasonable and will be given deference.

However, there are significant unanswered questions. Other than Debtor's averments, the court has little information to go on in determining whether or not Proposed Buyer is an insider. It is also problematic that Debtor did not include any information about how much money will be needed to fully pay off the Plan.

The court will inquire at the hearing whether Proposed Buyer is an insider and therefore subject to heightened scrutiny. The court also notes that nothing has been said in the moving papers regarding the co-owner of the Property, whether the co-owner consents to the sale, and whether the sale is, in fact, for the entire property or just Debtor's 1/2 interest. The court will also inquire as to how much is still owed under the plan and whether the Chapter 13 Trustee has any objections to the sale.

Unless the co-owner, Mr. Schmidt, affirmatively consents to the sale, Debtor will need to bring an Adversary Proceeding to sell the interest of Debtor's estate and the co-owner under §363 (h) and Rule 7004(3). Evidence of the co-owner's affirmative consent or other grounds under §363(f) must be presented before the "entire" interest can be sold.

If Debtor provides satisfactory clarification and needed evidence, then this motion will be GRANTED, and the sale will proceed subject to higher and better bids. If opposition is presented at the hearing, or the evidence is insufficient, the court will consider the opposition, consider whether further hearing is proper, and continue if a further hearing is necessary.

Any order approving the sale will need to be signed by the Trustee. Further, the order will require the Trustee be given and approve a seller's final closing statement before the sale is completed.

Any party wishing to overbid must be present at the time of the hearing. No warranties or representations are included with the Property; it will be sold "as-is." Further, any sale may be subject to the co-owner's rights under § 363 (i).

5. [23-11634](#)-B-13 **IN RE: DEBRA ANDERSON**
[SL-2](#)

MOTION FOR COMPENSATION FOR SCOTT LYONS, DEBTORS ATTORNEY(S)
2-14-2024 [[61](#)]

SCOTT LYONS/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted as modified.

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

Scott Lyons ("Applicant"), attorney for Debra Denise Anderson ("Debtor"), requests interim compensation in the sum of **\$7,807.70** under 11 U.S.C. §§ 330 and 331. Doc. #62. This amount consists of **\$7,412.00** in fees and **\$395.70** in expenses from May 23, 2023, through February 6, 2024. *Id.*

Debtor executed a statement of consent dated February 9, 2024, indicating that Debtor has read the fee application and approves the same. *Id.* § 9(7).

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

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 July 29, 2023, confirmed October 2, 2023, indicates that Applicant was paid \$2,005.00 prior to filing the case and, subject to court approval, additional fees of \$10,495.00 shall be paid through the plan. Docs. ##3,47.

This is Applicant's first fee application. Doc. #61.

Applicant's firm provided **41.25** billable hours at the following rates, totaling **\$7,411.00** in fees:

Professional	Rate	Billed	Total
Scott Lyons (SL)	\$400.00	3.62	\$1,248.00
Louis Lyons (LL)	\$350.00	12.73	\$2,429.00
Sylvia Guitierrez, Legal Secretary	\$150.00	24.90	\$3,735.00
Total Hours & Fees		41.25	\$7,412.00

Docs. ##61,65. Applicant also incurred **\$395.70** in expenses:

Postage	\$45.70
Filing Fees	\$313.00
Credit Reports	\$37.00
Total Expenses	\$395.70

Id. These combined fees and expenses total **\$7,807.70**.

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).

Applicant's services here included, without limitation: prepetition consultation and fact-gather; preparation of voluntary petition, Schedules, and Form 22-C; independent verification of information; amendments to petitions and/or schedules; original plan, hearings, objections; 341 preparation and attendance; motions; fee applications; case administration; and other/communication-correspondence. Docs. ##61,65. Except as set forth below, the court finds these services and expenses reasonable, actual, and necessary. No party in interest timely filed written opposition and Debtor has consented to payment of the proposed fees. Doc. #61.

This interim application includes nearly 25 hours of time by Ms. Sylvia Gutierrez, who applicant describes as a "legal secretary." The court is aware that Ms. Gutierrez has experience with applicant and no doubt has gained substantial paraprofessional experience. Nevertheless, the court is duty bound under §330 to evaluate whether the "paraprofessional" services are properly benefitting the debtor in a chapter 13 case. See 11 U.S.C. §§ 329, 330(a)(4)(B) and (a)(3)(C). Though many of the services Ms. Gutierrez performed were properly "paraprofessional" on this application, many were more clerical in nature and not, without substantially more evidence, "paraprofessional" services. The following is a listing of the services which appear on this record to be clerical and not "paraprofessional."

Date	Hours	Work Performed	Billed
6/5/23	1.30	Data entry	\$195.00
6/5/23	.49	Data entry	\$73.50
6/6/23	.42	Copies	\$63.00
6/27/23	.64	Added creditors to Schedules	\$96.00
6/23	.98	Worked on Schedules	\$147.00
7/5/23	.13	Prepped and updated Schedules	\$19.50
7/5/23	.74	Updated Schedules	\$36.00
7/17/23	.09	Contact client to make appointment	\$13.50
7/28/23	.69	Scan documents. File case	\$103.50
8/1/23	1.30	Gather and scan documents	\$195.00
8/4/23	1.29	Scan and upload 521 documents to Trustee website	\$193.50
8/15/23	1.25	Scan and upload 551 documents to Trustee website	\$187.50
9/6/23	.10	Print documents for attorney response to Objection to Confirmation	\$15.00
9/11/23	.37	File and Serve Amendments to Schedules I&J	\$55.50
9/19/23	.17	Scan and email stipulation	\$25.50
9/29/23	.09	Scan and email Order Confirming Plan to Trustee	\$13.50
	10.05		\$1,432.50

Accordingly, this motion will be GRANTED WITH MODIFCATIONS. Applicant's fee award shall be reduced to **\$5979.50** in fees as reasonable compensation for services rendered and **\$395.70** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. §§ 330 and 331, for a total award of **\$6,375.20**.

However, the court notes a discrepancy in the court filings pertaining to how much of a retainer should be applied to this interim award. The *Amended Narrative Summary* which Applicant submitted as an exhibit to this Application states that Debtor paid a prepetition retainer of (a) \$1,968.00 for attorney's fees, (b) \$37.00 for credit report fees, and (c) \$313.00 for the court filing fee, for a total of **\$2,318.00** in prepetition fees and costs. Doc. #65. However, § 3.05 of the confirmed plan says that Debtor paid Applicant **\$2,005.00** before the filing of the case. Doc. #3. The court will employ the higher of these to figures. Accordingly, after applying the \$2,318.00 retainer to the \$6,375.20 award, the remaining compensation still owed is **\$4,057.20**.

After application of the prepetition retainer the chapter 13 trustee will be authorized to pay Applicant **\$4,057.20** through the confirmed plan for services and expenses from May 23, 2023, through February 6, 2024.

6. [23-12857](#)-B-13 **IN RE: ASHLEY/JORDAN DAVIES**
[PJK-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
2-19-2024 [[25](#)]

M&T BANK/MV
BENNY BARCO/ATTY. FOR DBT.
PATRICK KANE/ATTY. FOR MV.

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

DISPOSITION: Denied as moot.

ORDER: The court will issue the order.

M&T Bank ("Movant") brings this *Motion for Relief from the Automatic Stay* against Ashley and Jordan Davies ("Debtors") as to a 2018 Keystone Fuzion 417 Fifth Wheel ("the Property"). Doc. #25. The confirmed plan reflects that Movant is listed as a Class 3 creditor and the Property is to be surrendered to Movant. 11, Confirmed Doc. #36. Accordingly, the automatic stay is not in effect as to the Property and Movant is already free "to exercise its rights against its collateral and any non-debtor in the event of a default under applicable law or contract." Doc. #11 at 3.9.

As a preliminary matter, the certificate of service (Doc. #32) does not comply with LBR 7005-1. Though Applicant used the correct official form EDC 007-005, LBR 7005-1 requires the movant to attach the Clerk of the Court's official matrices containing the names and addresses of all parties served. The Clerk's matrices are available on the court's website or through PACER, shall be downloaded not more than seven days prior to the date of serving the pleadings or other documents, and shall reflect the date of download. LBR 7005-1(d).

Here, the certificate of service does not attach any service list. Doc. #32.

Typically, this motion would be denied without prejudice for the above deficiency. However, Fed. R. Civ. P. 4(1)(3), *incorporated by* Fed. R. Bankr. P. 7004(a)(1), provides that failure to prove service does not affect the validity of service, and the court may permit the proof of service to be amended.

The court also notes the motion mis-identifies the current Chapter 13 Trustee as well.

But as stated, the service issue is irrelevant now since the Plan has been confirmed and Movant is free to exercise its rights in the collateral. The declaration of Mr. Landis filed in support of this motion notes lack of payment and depreciation as the primary bases for "cause" for stay relief. Since the confirmed Plan surrenders the collateral, the Property is not necessary to a reorganization either.

Since Movant already can exercise its rights, stay relief is now moot. The motion is DENIED.

7. [23-10759](#)-B-13 **IN RE: JOE/JESSICA GUERRERO**
[BDB-1](#)

MOTION TO VALUE COLLATERAL OF RENOVATEOPCO TRUST
2-18-2024 [[36](#)]

JESSICA GUERRERO/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.

Joe and Jessica Guerrero (collectively "Debtors") move 11 U.S.C. § 506(a) for an order valuing certain goods including a heating, ventilation, and air conditioning ("HVAC") unit and related equipment (collectively "the Goods") at \$2,000.00. Doc. #36. The Goods are encumbered by a purchase money security interest in favor of Renovateopco Trust ("the Creditor"). *Id. cf.* POC #12-1.

The Debtors complied with Fed. R. Bankr. P. 3012(b) and 7004(b)(3) by serving Creditor's registered agent and at the address listed in Creditor's proof of claim. Doc. #40.

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 any party in interest, including but not limited to 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 in the absence of any opposition. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). 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. The defaults of all non-responding parties in interest are entered, and the matter will be resolved without oral argument. This motion will be GRANTED.

11 U.S.C. § 506(a)(1) limits a secured creditor's claim "to the extent of the value of such creditor's interest in the estate's interest in such property . . . and is an unsecured claim to the extent that the value of such creditor's interest . . . is less than the amount of such allowed claim."

Section 506(a)(2) states that the value of personal property securing an allowed claim shall be determined based on the replacement value of such property as of the petition date. "Replacement value" means "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.

However, 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) that collateral is personal property other than a motor vehicle acquired for the personal use of the debtor, and (3) the debt was incurred within one year preceding the filing of the petition. When the hanging paragraph is applicable, the debtor must pay the full amount owed under the contract through the bankruptcy plan. 11 U.S.C. §1325(a) (*).

Here, Debtors borrowed money from Creditor to purchase the Goods on or about March 18, 2022, which is more than one year preceding the April 14, 2023 petition date. Docs. ##38-39; POC #12 10 at 4-5. Thus, the elements of § 1325(a) (*) are not met and § 506 applies.

Joint debtor Joe Alfredo Guerrero declares that the Goods have a replacement value of \$2,000.00. Doc. #38. Debtor is competent to testify as to the value of the goods. 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 \$2,000.00 The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

8. [23-10759](#)-B-13 **IN RE: JOE/JESSICA GUERRERO**
[BDB-2](#)

MOTION TO MODIFY PLAN
2-18-2024 [[41](#)]

JESSICA GUERRERO/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.

Joe and Jessica Guerrero (collectively "Debtors") move for an order confirming Debtors' *First Modified Chapter 13 Plan* dated February 18, 2024. Docs. ##41, 44.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of any party in interest, including but not limited to creditors, the U.S. Trustee, and the case Trustee, to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the

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

Debtors declare that this modification is necessary because Secured Creditor Renovateopco Trust ("Renovateopco") was omitted from the original confirmed plan. Doc. #43. The modified plan adds Renovateopco as a Class 2 creditor and reconciles the plan with the claims filed to date. Id. The motion requests that the confirmed plan be modified as follows:

1. Renovateopco will be added as a Class 2 creditor and paid \$2,000.00 for its secured claim, with the balance of its claim to be treated as unsecured.
2. The modified plan will continue to pay general unsecured creditors an 11% dividend.
3. The plan payment will remain at \$385.44. Debtors' budget has not changed since the filing of the case.
4. Attorney's fees paid through the plan will be unaffected.

Doc. #43, 44.

No party has objected, and so, this motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

9. [24-10359](#)-B-13 **IN RE: NASRADDEN ALKOBADI**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
3-5-2024 [[12](#)]

DISMISSED 3/11/24

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

DISPOSITION: Dropped and taken off calendar.

NO ORDER REQUIRED.

An order dismissing the case for failure to file documents was entered on March 11, 2024, Doc. #16. Accordingly, this Order to Show Cause for failure to pay filing fees will be taken off calendar as moot. No appearance is necessary.

10. [24-10160](#)-B-13 **IN RE: MARIO OJEDA**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
2-28-2024 [[19](#)]

DISMISSED 3/1/24

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

DISPOSITION: Dropped and taken off calendar.

NO ORDER REQUIRED.

An order dismissing the case was entered on March 1, 2024 with a bar against future filings by this debtor for two years. Doc. #22. Accordingly, this Order to Show Cause for failure to pay filing fees will be taken off calendar as moot. No appearance is necessary.

11. [22-11669](#)-B-13 **IN RE: ALBERTO ARAIZA**
[PBB-2](#)

AMENDED MOTION TO MODIFY PLAN
2-13-2024 [[51](#)]

ALBERTO ARAIZA/MV
PETER BUNTING/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.

Alberto Araiza ("Debtor") moves for an order confirming Debtors' *First Modified Chapter 13 Plan* dated February 9, 2024. Docs. ##47, 51. Debtor's previous plan was confirmed on December 7, 2022.

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

The Debtor's Declaration is less than clear, but it appears that Debtor believes this modification is necessary because he has taken possession of a 2021 Honda Accord ("the Accord") for which he assumed payment responsibilities after his ex-wife allowed it to go into default. Doc. #44. Debtor seeks a two-month suspension of plan payments during which he will bring the delinquency on the Accord

current. *Id.* He plans to resume plan payments in April 2024 with no change in the distribution to creditors. *Id.*

In other words, the motion requests that the confirmed plan be modified as follows:

1. Plan payments shall be \$1,750.00 per months for months 1-6, \$0.00 for months 7-8, and \$1,300.00 for months 9-60.
2. Capital One Auto Finance Inc. will be added to Class 4 and paid \$600.00 directly by Debtor for the Accord.
3. Unsecured creditors will continue to receive a 100% dividend.
4. The plan is otherwise unchanged.

Docs. ##47, 51.

No party has objected, and so, this motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

12. [23-11385](#)-B-13 **IN RE: RACHEL DOHERTY**
[SDS-1](#)

MOTION FOR COMPENSATION FOR SUSAN D. SILVEIRA, DEBTORS
ATTORNEY(S)
2-27-2024 [[38](#)]

RACHEL DOHERTY/MV
SUSAN SILVEIRA/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.

Susan D. Silveira and Silveira Law Offices ("Applicant"), attorney for Rachel Doherty ("Debtor"), requests interim compensation in the sum of **\$8,702.42** under 11 U.S.C. §§ 330 and 331. Doc. #38. This amount consists of **\$10,650.00 (less \$2000.00 already paid)** in attorney's fees and **\$425.42 (less \$373.00 already paid)** in expenses from February 21, 2023 through February 23, 2024. *Id.* This is Applicant's first fee application. *Id.* Debtor executed a Declaration filed on February 27, 2024, indicating that Debtor has read the fee application and approves the same. Doc. #40.

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 any party in interest, including but not limited to 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 in the absence of any opposition, and the matter may be resolved without oral argument. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). 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 June 28, 2023, confirmed August 21, 2023, indicates that Applicant was paid \$2,000.00 prior to filing the case and additional fees of \$12,000.00 would be paid through the plan subject to court approval after by filing and serving a motion in accordance with 11 U.S.C. §§ 329 and 330, and Rules 2002, 2016-17. Docs. ##7,21.

Applicant's firm provided **28.4** billable hours at the following rates, totaling **\$10,650.00** in fees:

Professional	Rate	Billed	Total
Susan D. Silveira	\$375.00	28.4	\$10,650.00
Total		28.4	\$10,650.00

Docs. ##38,41. The expenses for which reimbursement is sought include the following:

Postage	\$39.82
Bankruptcy Filing Fee	\$313.00
Superior Court Filing Fee	\$12.60
Other	\$60.00
TOTAL	\$425.42

Id. The court notes that a \$313.00 expense for court filing fees was mistakenly entered twice in the Expenses table in the moving papers, but the final \$425.42 expense total appears to be correct. Doc. #38.

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).

Applicant's services here included, without limitation: prepetition consultation and fact-gathering; preparation of the petition schedules, and Form 22C; original plan, hearings, objections; 341 preparation and attendance; claim administration/objection; fee applications; and case administration. Doc. #41. 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 **\$10,650.00 (less \$2000.00 already**

paid) in attorney's fees and **\$425.42 (less \$373.00 already paid)** as reasonable compensation for services rendered and expenses incurred on an interim basis under 11 U.S.C. § 330 and § 331. The chapter 13 trustee will be authorized to pay Applicant **\$8,702.42** through the confirmed plan for services from February 21, 2023, through February 23, 2024. *Id.*

13. [20-12486](#)-B-13 **IN RE: DOUGLAS/HEATHERLY MICHAEL**
[LGT-1](#)

MOTION TO DETERMINE FINAL CURE AND MORTGAGE PAYMENT RULE
3002.1
2-22-2024 [[90](#)]

LILIAN TSANG/MV
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.

The Chapter 13 trustee ("Trustee") moves for an order determining: (1) Douglas and Heatherly Michael ("Debtors") have cured the default with respect to the promissory note dated February 1, 2010, in favor of Audrey L. Kee ("Creditor") and secured by a deed of trust on real property located at 5880 State Highway 140, Mariposa, CA 95338 ("the Property"); and (2) all post-petition payments due and owing as of August 2020 through November 2023 have been paid. Doc. #90.

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 in the absence of opposition, and the matter may be resolved without oral argument. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). 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. The defaults of all non-responding parties will be entered, and this motion will be GRANTED.

Federal Rule of Bankruptcy Procedure ("Rule") 3002.1(f) requires the trustee, within 30 days after completion of payments under the plan, to file and serve on the claim holder, debtor, and debtor's counsel a notice stating that the debtor has paid in full the amount required to cure any default on a claim.

Rule 3002.1(g) provides that within 21 days after service of the notice under subdivision (f), the holder shall file and serve on the debtor, debtor's counsel, and the trustee, a statement indicating: (1) whether it agrees that the debtor has paid in full the amount required to cure the default on the claim; and (2) whether the debtor is otherwise current on all payments consistent with 11 U.S.C. § 1322(b)(5).

Rule 3002.1(h) provides, on motion by the trustee filed within 21 days after service of the statement under subdivision (g), the court shall, after notice and a hearing, determine whether the debtor has cured the default and paid all required post-petition amounts. Trustee filed a *Notice of Final Cure Payment* pursuant to Rule 3002.1(f) on December 19, 2023. Doc. #76. Creditor did not provide Trustee with a Rule 3002.1(g) response. Since no response was filed, Trustee filed this motion. Doc. #90.

The record reflects that Debtor has cured the default on the loan with Creditor and is current on mortgage payments through November 2023. Doc. #76. Trustee began payments to Creditor beginning August 2020. Doc. #92. Trustee declares that her office has paid a total of \$34,074.00 towards the ongoing mortgage payment, \$24,797.49 towards the pre-petition arrearage claim, and \$25.00 in late fees. *Id.*

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Pursuant to Rule 3002.1(i), Creditor and its successors in interest will be precluded from presenting any omitted information because it was required to be provided in the response to the *Notice of Final Cure* under Rule 3002.1(g). Debtors have cured the default and are current on mortgage payments through November 2023.

11:00 AM

1. [23-10801](#)-B-7 **IN RE: GILBERT CABRERA**
[23-1032](#) [CAE-1](#)

STATUS CONFERENCE RE: AMENDED COMPLAINT
1-22-2024 [[37](#)]

BUENROSTRO ET AL V. CABRERA
JOSEPH WEST/ATTY. FOR PL.
RESPONSIVE PLEADING

NO RULING.

2. [20-10809](#)-B-11 **IN RE: STEPHEN SLOAN**
[21-1039](#)

CONTINUED SCHEDULING CONFERENCE RE: AMENDED COMPLAINT
10-27-2022 [[58](#)]

SANDTON CREDIT SOLUTIONS
MASTER FUND IV, LP V. SLOAN ET
KURT VOTE/ATTY. FOR PL.

NO RULING.

3. [23-11332](#)-B-11 **IN RE: TWILIGHT HAVEN, A CALIFORNIA**
NON-PROFIT CORPORATION
[23-1037](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: NOTICE OF REMOVAL
9-18-2023 [[1](#)]

CASTELLANOS V. TWILIGHT HAVEN
MEGHAN HIGDAY/ATTY. FOR PL.

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

DISPOSITION: Continued to May 1, 2024, at 11:00 a.m.

ORDER: The court will enter the order.

Pursuant to a Joint Stipulation approved by this court, this matter will be
CONTINUED to May 1, 2024, at 11:00 a.m.

4. [23-11537](#)-B-7 **IN RE: SAMANTHA SELMA**
[23-1043](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
10-13-2023 [[1](#)]

SELMA V. UNITED STATES
DEPARTMENT OF EDUCATION
JEFFREY ROWE/ATTY. FOR PL.

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

DISPOSITION: Status Conference concluded. Dropped from calendar.

No order is required.

On February 15, 2024, the court approved a joint stipulation whereby the U.S. Department of Education consents to the dischargeability pursuant to 11 U.S.C. § 523(a)(8) of student loans made to Plaintiff-Debtor Samantha Lynn Selma. Doc. #23. Judgment was subsequently entered, and this adversary proceeding was closed on March 5, 2024.

Accordingly, this Status Conference is CONCLUDED and will be dropped from the calendar.

5. [23-11445](#)-B-7 **IN RE: SADEGH SALMASSI**
[23-1044](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
10-17-2023 [[1](#)]

BLUE CROSS OF CALIFORNIA ET AL
V. SALMASSI
CHRISTOPHER RIVAS/ATTY. FOR PL.

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

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

DISPOSITION: Continued to May 15, 2024 at 9:30 a.m.

ORDER: The court will prepare the order.

Pursuant to the court's comments at the last scheduled status conference hearing, this matter is continued to May 15, 2024, at 11:00 a.m. to be heard in conjunction with the Plaintiff's Motion for Summary Judgment.

6. [18-11651](#)-B-11 **IN RE: GREGORY TE VELDE**
[19-1007](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
1-7-2019 [[1](#)]

SUGARMAN V. BOARDMAN TREE
FARM, LLC ET AL
JOHN MACCONAGHY/ATTY. FOR PL.

NO RULING.

7. [18-11651](#)-B-11 **IN RE: GREGORY TE VELDE**
[19-1033](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: AMENDED COMPLAINT
10-30-2022 [[533](#)]

SUGARMAN V. IRZ CONSULTING,
LLC ET AL
JOHN MACCONAGHY/ATTY. FOR PL.

NO RULING.

8. [18-11651](#)-B-11 **IN RE: GREGORY TE VELDE**
[19-1033](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: THIRD-PARTY COMPLAINT
2-24-2021 [[163](#)]

SUGARMAN V. IRZ CONSULTING,
LLC ET AL
KYLE SCIUCHETTI/ATTY. FOR PL.

NO RULING.

9. [18-11651](#)-B-11 **IN RE: GREGORY TE VELDE**
[19-1037](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: NOTICE OF REMOVAL
7-23-2018 [[1](#)]

IRZ CONSULTING LLC V. TEVELDE
ET AL
HAGOP BEDOYAN/ATTY. FOR PL.
RESPONSIVE PLEADING

NO RULING.