



**UNITED STATES BANKRUPTCY COURT**  
**Eastern District of California**  
**Honorable René Lastreto II**  
**Department B - Courtroom #13**  
**Fresno, California**  
**Hearing Date: Tuesday, March 31, 2026**

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

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

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

Please also note the following:

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

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

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

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

## **INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS**

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

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

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

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

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

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



without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The Debtor has filed a notice of non-opposition. No other party in interest has responded, and the defaults of all such parties in interest are entered. This motion is GRANTED.

Federal Rule of Bankruptcy Procedure 9006(b)(1) states:

*In general.* Except as provided in paragraphs (2) and (3) of this subdivision, when an act is required or allowed to be done at or within a specified period by these rules or by a notice given thereunder or by order of court, the court for cause shown may at any time in its discretion (1) with or without motion or notice order the period enlarged if the request therefor is made before the expiration of the period originally prescribed or as extended by a previous order or (2) on motion made after the expiration of the specified period permit the act to be done where the failure to act was the result of excusable neglect.

In order for a court to find "excusable neglect," the court must take into account "all relevant circumstances surrounding the party's omission," including "the danger of prejudice to the debtor, the length of the delay and its potential impact on judicial proceedings, the reason for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith." *Pioneer Inv. Servs. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 396 (1993).

In this instance, Dias Hall, Inc. ("Dias Hall"), a Fresno law firm which represented Movants in state court legal proceedings against Debtor stemming from sexual abuse allegations, failed to timely file proofs of claim in this bankruptcy case due to an apparent breakdown in Dias Hall's calendaring system. Doc. #42 (Decl. of Steven S. Dias). On October 24, 2025, a *Notice of Chapter 11 Bankruptcy Case* was entered setting December 29, 2025, as the deadline for filing a proof of claim. Doc. #8. Due to the aforementioned calendaring breakdown, the Movants proofs of claim were not filed until January 27, 2026. Doc. #42; Claims Register generally.

Debtor listed the Movants' claims as contingent, unliquidated, and disputed when Debtor filed the Schedules on October 31, 2025, with Dias Hall listed as the mailing address for the creditors. Doc. #11. On January 15, 2026, Debtor proposed a Subchapter V Plan of Reorganization, with a confirmation hearing set for March 31, 2026 ("the Plan"). Doc. #25. The Plan, *inter alia*, contained provisions for

treatment of the Movants' claims arising from the "lawsuits regarding alleged childhood sexual abuse for which the statute of limitations was extended" in recent modifications to California state law governing liability in child abuse cases. *Id.*

After realizing its failure to file the proofs of claim before the bar date, Dias Hall retained Don J. Pool ("Pool"), an experienced bankruptcy attorney, who filed the proofs of claim soon after his retention. Doc. #42. Pool also filed this motion on behalf of Movants. *Id.*

Upon review of the motion, memorandum of points and authorities, and the included evidence, and in light of Debtor's non-opposition, the court finds as follows:

**1. The danger of prejudice to the debtor.** There has been no prejudice to the Debtor. Even before the proofs of claim were filed, Debtor included the claims in Debtor's Schedules and contemplated them in the proposed Plan. Debtor was not caught by surprise by the tardy filing, and Debtor does not claim prejudice or even opposition now.

**2. The length of the delay and its potential impact on judicial proceedings.** The official bar date was December 29, 2025. The proofs of claim were filed on or about January 27, 2026, less than a month after the bar date ran and about two months before the scheduled confirmation hearing. The court does not consider that delay to be especially lengthy and perceives no significant impact on judicial proceedings.

**3. The reason for the delay, including whether it was within the reasonable control of the movant.** Admittedly, the failure of Dias Hall to properly calendar the bar date was within the reasonable control of Movants, or at least Movants' counsel. That said, Movants cite Ninth Circuit precedent holding that calendaring errors may be considered excusable neglect where there is no prejudice, the length of the delay is short, and the moving party acted in good faith. Doc. #40 (citing *Pincay v. Andrews*, 389 F.3d 853, 855 (9th Cir. 2004); see also *Pioneer Inv. Servs. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 398, 113 S. Ct. 1489, 1499 (1993) (recognizing that an untimely filing due to attorney error could be excusable neglect where there was no prejudice, no impact on judicial efficiency, and no absence of good faith)).

**4. Whether the movant acted in good faith.** It appears to the court that, upon learning that the bar date had passed, Movants' counsel moved with alacrity to correct the failure, filing the proofs of claim less than a month after the bar date ran and over two months before the confirmation hearing. Steven Dias, speaking for Dias Hall, was forthright in accepting responsibility for the mistake, and he advised that additional procedures were instituted at Dias Hall to prevent such errors from occurring again. Doc. #42, ¶5. The court finds that Movants acted in good faith in bringing this motion.

This motion is GRANTED. The claims bar date in the above-styled case is hereby extended to permit the late filing of Movants' proofs of claim only, all of which have already been filed. Any additional proofs of claim not yet filed will be deemed untimely.

3. [25-13513](#)-B-11     **IN RE: RIVERDALE ASSEMBLY OF GOD, INC.**  
[FW-2](#)                             **RIVERDALE, CALIFORNIA**

CONFIRMATION HEARING RE: CHAPTER 11 SMALL BUSINESS  
SUBCHAPTER V PLAN  
1-15-2026    [[25](#)]

PETER FEAR/ATTY. FOR DBT.  
RESPONSIVE PLEADING

NO RULING.

Pursuant to the court's order dated March 25, 2026 (Doc. #55), this Confirmation Hearing will proceed as a status conference

4. [26-10721](#)-B-11     **IN RE: SRAN VINEYARDS, LLC**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES  
3-10-2026    [[17](#)]

BRUCE BROWN/ATTY. FOR DBT.  
DISMISSED 3/16/26

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

DISPOSITION:     Dropped and taken off calendar as moot.

NO ORDER REQUIRED.

An order dismissing the case was entered on March 16, 2026. Doc. #21. Accordingly, this Order to Show Cause will be taken off calendar as moot. No appearance is necessary.

5. [26-10523](#)-B-11     **IN RE: INDUSTRY STANDARD ELECTRIC, INC.**  
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION  
2-6-2026    [[1](#)]

DAVID JOHNSTON/ATTY. FOR DBT.

NO RULING.

6. [26-10726](#)-B-11    **IN RE: PUP II, LLC**  
[TRN-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
3-17-2026    [[12](#)]

PERSEVERE LENDING/MV  
JOEL WINTER/ATTY. FOR DBT.  
TOM NORMANDIN/ATTY. FOR MV.

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

DISPOSITION:        Denied as moot.

ORDER:                The court will issue an order.

On March 24, 2026, this case was dismissed for debtor's failure to timely file documents. Doc. #21. Accordingly, this motion is DENIED as moot.

As an informative matter, had the case not been dismissed on those grounds, this motion would have been DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR").

For motions filed on less than 28 days' notice, LBR 9014-1(f)(2)(C) requires the movant to notify respondents written opposition is not required and any opposition to the motion must be presented at the hearing.

This motion was filed and served on March 17, 2026, and set for hearing on March 31, 2026. Docs. ##12-18. The Motion and Notice were filed and served fourteen (14) days before the scheduled hearing date. Therefore, this motion was set for hearing on less than 28 days' notice under LBR 9014-1(f)(2). Nevertheless, the notice states:

PLEASE TAKE FURTHER NOTICE opposition to this Motion, if any, must be in writing, must be filed with the Clerk of the above-captioned Court and served upon Movant and/or its counsel and all other relevant parties entitled to receive notice thereof at least fourteen (14) calendar days preceding the hearing date or continued hearing date on this motion.

...

Without good cause, no party shall be heard in opposition to the Motion at oral argument if written opposition has not been timely filed with the Clerk of the Court and properly served on Movant and/or its counsel as required. Failure of the responding party to timely file written opposition may be deemed a waiver of any opposition to the

granting of the Motion and/or may result in the imposition of sanctions

Doc. #13. This is incorrect. Motions noticed less than 28 days before the hearing are deemed brought pursuant to LBR 9014-1(f)(2). The notice should have informed respondents that written opposition was not required, and opposition, if any, shall be presented at the hearing. If opposition is presented, or if there is other good cause, the court may continue the hearing to permit the filing of evidence and briefs. Therefore, the notice was materially deficient because the respondents were told to file and serve written opposition even though it was not necessary. Thus, interested parties may be deterred from opposing the motion or from appearing at the hearing.

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

7. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**  
[MB-39](#)

MOTION TO USE ESTATE PROPERTY TO PAY THE DEBTOR'S SHARE OF  
APPEAL COSTS TO GREENE AND ROBERTS LLP  
3-3-2026 [[621](#)]

THE ROMAN CATHOLIC BISHOP OF FRESNO/MV  
HAGOP BEDOYAN/ATTY. FOR DBT.  
RESPONSIVE PLEADING

NO RULING.

8. [26-10478](#)-B-11 **IN RE: OHEL BAPAZ LLC.**  
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION  
2-4-2026 [[1](#)]

DISMISSED 3/10/26

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

DISPOSITION: Dropped and taken off calendar as moot.

NO ORDER REQUIRED.

An order dismissing the case was entered on March 10, 2026. Doc. #29. Accordingly, this Order to Show Cause will be taken off calendar as moot. No appearance is necessary.

11:00 AM

1. [25-14128](#)-B-7    **IN RE: AYASHA HUNLEY**

PRO SE REAFFIRMATION AGREEMENT WITH ALLY BANK  
3-12-2026    [[16](#)]

NO RULING.

2. [25-13846](#)-B-7    **IN RE: LARRY WARD**

REAFFIRMATION AGREEMENT WITH WELLS FARGO BANK, N.A.  
2-20-2026    [[14](#)]

JEFFREY ROWE/ATTY. FOR DBT.

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

DISPOSITION:        Denied.

ORDER:                The court will issue an order.

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

A Reaffirmation Agreement between Lary Ward ("Debtor") and Wells Fargo Bank, N.A. for a 2108 Toyota Camry ("Vehicle") was filed on February 20, 2026. Doc. #14.

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

The documents submitted in support of the reaffirmation agreement include information that the Debtor is a co-signer on the contract. This means another party may be liable for this obligation.

Approval of the reaffirmation agreement is DENIED.

3. [26-10576](#)-B-7    **IN RE: LAURIE MEIRA**

PRO SE REAFFIRMATION AGREEMENT WITH GOLDEN 1 CREDIT UNION  
3-6-2026    [[14](#)]

NO RULING.

4. [25-14094](#)-B-7     **IN RE: LUZ HOYT**

PRO SE REAFFIRMATION AGREEMENT WITH NOBLE CREDIT UNION  
3-4-2026     [\[13\]](#)

TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION:     Denied.

ORDER:            The court will issue an order.

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

Both the reaffirmation agreement and the bankruptcy schedules show that reaffirmation of this debt creates a presumption of undue hardship which has not been rebutted in the reaffirmation agreement. In this case, the debtor's attorney affirmatively represented that he could not recommend the reaffirmation agreement. Therefore, the agreement does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable.

1:30 PM

1. [25-13807](#)-B-7    **IN RE: KASSANDRA AGUILAR**  
[PK-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
3-11-2026    [\[25\]](#)

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

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                    Granted.

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

Elmer F. Karpe, Inc. ("Movant" or "Karpe") moves for relief from the automatic stay, *in rem*, to allow Karpe to proceed with the foreclosure of property located at 2288 Marconi Avenue, Sacramento, CA ("the Subject Property"). Doc. #25 *et seq.* The motion is supported by:

1. The Declaration of Patrick Kavanagh, Movant's counsel;
2. Exhibits consisting of
  - a. A note secured by a deed of trust;
  - b. The deed of trust secured by the Subject Property;
  - c. A copy of the Notice of Default;
  - d. A copy of the Notice sent to the foreclosure company by Jose Mannuel Cruz Quintana ("Quintana" or "Borrower"); and
  - e. The Notice of Sale.
3. The Declaration of Vanessa Marmolejo, a Service Provider employed by Karpe; and
4. Movant's Information Sheet.

*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.

## BACKGROUND

Kassandra Aguilar ("Debtor") filed this Chapter 7 bankruptcy on November 12, 2025. Doc. #1. Debtor's Schedules do not list the Subject Property, nor do they list Karpe as a creditor, and Debtor's address is not the address for the Subject Property. *Id.*

According to the moving papers, on or about February 9, 2024, Quintana borrowed money from Karpe with the loan secured by the Subject Property, which Quintana owned. Doc. #30 (Marmolejo Decl.). Quintana failed to make payments and Movant initiated foreclosure proceedings, with a sale set for November 13, 2025. *Id.*; Doc. #29 (Exh. C). Karpe canceled the foreclosure sale upon receiving notice of this bankruptcy. *Id.* Although Debtor apparently has no connection to the Subject Property, Karpe canceled the sale rather than risk violating the automatic stay. Doc. #30 (Kavanagh Decl.). The bankruptcy notice was accompanied by a quitclaim deed that purported to show a transfer from Quintana to Debtor and dated November 3, 2025-, though Movant avers that no such deed has ever been recorded. Docs. ##29-30.

On March 11, 2026, Movant filed this motion, asking the court to lift the automatic stay under 11 U.S.C. § 362(d)(1) [for cause] as to the Subject Property so foreclosure proceedings can resume. Doc. #25. Movant also requests that the relief from stay attach to the Subject Property *in rem* for two (2) years pursuant to 11 U.S.C. § 362(d)(4). *Id.* Finally, Movant requests waiver of the 14-day stay of Rule 4001(a)(3).

## DISCUSSION

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

An order entered under § 362(d)(4) is binding in any other bankruptcy case purporting to affect such real property filed not later than two years after the date of entry of the order.

To obtain relief under § 362(d)(4), Movant must show and the court must affirmatively find the following three elements: (1) the debtor's bankruptcy filing must have been part of a scheme; (2) the object of the scheme must have been to delay, hinder, or defraud creditors, and (3) the scheme must have involved either the transfer of some interest in the real property without the secured creditor's consent or court approval, or multiple bankruptcy filings affecting the property. *First Yorkshire Holdings, Inc. v. Pacifica L 22, LLC (In re First Yorkshire Holdings, Inc.)*, 470 B.R. 864, 870 (B.A.P. 9th Cir. 2012).

A scheme is an intentional construct - it does not happen by misadventure or negligence. *In re Duncan & Forbes Dev., Inc.*, 368 B.R. 27, 32 (Bankr. C.D. Cal. 2007). A § 362(d)(4)(A) scheme is an "intentional artful plot or plan to delay, hinder or defraud creditors." *Id.* It is not common to have direct evidence of an artful plot or plan to deceive others - the court must infer the existence and contents of a scheme from circumstantial evidence. *Id.* Movant must present evidence sufficient for the trier of fact to infer the existence and content of the scheme. *Id.*

Movant describes what has happened in this case as an example of "bankruptcy hijacking," a fraudulent tactic whereby a non-debtor borrower behind on mortgage payments averts foreclosure by issuing a grant deed that purports to convey an interest in property from the borrower to a debtor presently in bankruptcy, thereby implicating the automatic stay provisions of 11 U.S.C. § 362(a) and stopping the sale. *In re Vazquez*, 580 B.R. 526, 528 (Bankr. C.D. Cal. 2017). Typically, the debtor in the hijacked bankruptcy is unaware of the conveyance. *Id.*

Sometimes even the borrowers themselves are not aware of the scheme: the borrowers retain someone (an "Agent") who claims to be able to stop the foreclosure by some legitimate means, such as negotiations with the mortgage holder, but then that Agent forges the borrowers' signatures on a grant deed to a random debtor and transmits the deed to the foreclosing mortgage holder with a demand to halt the foreclosure sale.

*Vazquez*, 580 B.R. at 528. Movant relies heavily on *Vasquez* in support of this motion, and the court is persuaded of its reasoning and applicability.

In *Vasquez*, Judge Bason first concluded that he had jurisdiction over the matter, including *in rem* jurisdiction, even though the subject property was not a part of the estate and the debtor asserted no interest in it, because once a borrower issues a grant deed in a manner that implicates the automatic stay, the court necessarily has jurisdiction over the deeded property sufficient to lift the stay. *Id.* at 531.

Having found the existence of *in rem* jurisdiction, Judge Bason went on to grant *in rem* relief under 11 U.S.C. §§ 362(d)(1) and (d)(4). *Id.* Cause to lift the stay under § 362(d)(1) because borrowers were behind in mortgage payments. *Id.* And *in rem* stay relief was applicable because the requirements of § 362(d)(4) were met. *Id.*

Judge Bason reasoned that the involvement of the actual debtor in any such scheme was not necessary so long as evidence showed that the scheme existed vis a vis the subject property and the bankruptcy petition was made part of that scheme. *Vasquez*, 580 B.R. at 532-33. Judge Bason concluded that there were sufficient grounds to grant stay

relief that would be *in rem* and attach to the subject property for 2 years after entry of the order. *Id.*

Here, the moving papers reflect the following: Movant is a creditor whose claim to the Subject Property is secured by an interest in that Subject Property. Docs. ##28-29 (Exhibits). Karpe has presented evidence of Borrower's failure to make payments on the loan secured by the Subject Property. Moreover, it appears that the Subject Property is not an estate asset and, in fact, is completely alien to this bankruptcy case save for the fraudulent quitclaim deed. This is adequate cause to lift the stay under § 362(d)(1).

A bankruptcy petition was filed, and, by way of the *Notice of Bankruptcy* sent by Quintana to Movant, the bankruptcy became a part of Quintana's scheme to delay, hinder, or defraud Movant by delaying the foreclosure proceedings. Docs. #1, #29. The fraudulent notice was accompanied by a quitclaim deed that purportedly transferred ownership of the Subject Property from Quintana to Debtor without Karpe's consent. *Id.* The requirements of § 362(d)(4) are also met.

Finally, Movant requests waiver of the 14-day stay pursuant to Rule 4001(a)(3). The court declines to grant a waiver because, while Quintana is owner of the Subject Property, it has not been proven to the court's satisfaction that Quintana had personal knowledge of the filing of the fraudulent *Notice of Bankruptcy Filing*, and, as Judge Bason noted, affected borrowers have often been defrauded themselves and are frequently unaware of the documents filed in their names, often with their forged signatures.

#### CONCLUSION

Written responses were not required and may be presented at the hearing. In the absence of persuasive opposition, the court is inclined to GRANT the motion and rule as follows:

The Court having rendered findings of fact and conclusions of law pursuant to Federal Rule of Civil Procedure 52, as incorporated by Federal Rule of Bankruptcy Procedure 7052:

IT IS ORDERED that the automatic stay of 11 U.S.C. § 362(a) is vacated concerning real property located at 2288 Marconi Avenue, Sacramento, California; and

IT IS FURTHER ORDERED, pursuant to 11 U.S.C. § 362(d)(4), that the filing of the petition was part of a scheme to delay, hinder, or defraud creditors that involved either transfer of all or part ownership of, or other interest in, the aforesaid real property without the consent of the secured creditor or court approval. The order shall be binding in any other case under Title 11 of the United States Code purporting to affect the real property described in the motion not later than two years after the date of entry of the order. A debtor in a subsequent case under Title 11 may move for relief from

this order based on changed circumstances or for good cause shown after notice and a hearing.

The 14-day stay from Rule 4001(a) (3) will not be ordered waived.

2. [25-14214](#)-B-7 **IN RE: ROBERT/RACHEL FETALVERO**  
[SKI-1](#)  
MOTION FOR RELIEF FROM AUTOMATIC STAY  
2-18-2026 [[16](#)]

EXETER FINANCE LLC/MV  
STEVEN ALPERT/ATTY. FOR DBT.  
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

Exeter Finance LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d) (1) and (d) (2) with respect to a 2021 Kia K5 (VIN: 5XXG64J22MG048737) ("Vehicle"). Doc. #16. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a) (4). *Id.*

Robert and Rachel Fetalvero ("Debtors") did not file opposition and the Vehicle was surrendered to the Movant on January 26, 2026. This motion will be GRANTED.

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

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have missed one (1) pre-petition payment in the amount of \$371.51 and two (2) post-petition payments totaling \$1,493.02. Docs. #19, #21. Additionally, Movant recovered possession of the Vehicle pre-petition on January 26, 2026. *Id.* Since the Vehicle has been recovered, the only issue is disposition of the collateral.

The court also finds that the Debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtor is in chapter 7. The Vehicle is valued at \$19,475.00 and Debtors owe \$31,118.13. Doc. #21

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtors have failed to make at least three (3) pre- and post-petition payments to Movant, and the Vehicle is a depreciating asset.

3. [25-14128](#)-B-7 **IN RE: AYASHA HUNLEY**  
[ICE-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO  
APPEAR AT SEC. 341(A) MEETING OF CREDITORS  
2-27-2026 [[14](#)]

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue the order.

Chapter 7 trustee Irma Edmonds ("Trustee") seeks dismissal of this case for the debtor's failure to appear and testify at the § 341(a) meeting of creditors held on February 23, 2026 Doc. #14.

Ayasha Hunley ("Debtor") timely opposed. Doc. #13. Debtor states that she missed her court date due to family illnesses. Debtor indicates her desire to keep her case open but does not state if she intends to appear at her continued meeting of creditors.

This motion to dismiss will be CONDITIONALLY DENIED.

Debtor shall attend the meeting of creditors rescheduled for April 13, 2026, at 2:00 p.m. See, Doc. #14. If Debtor fails to appear and testify at the rescheduled meeting, Trustee may file a declaration with a proposed order and the case may be dismissed without a further hearing.

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

4. [25-14338](#)-B-7     **IN RE: ERICA ROCHA**  
[DWE-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
3-3-2026    [[23](#)]

FREEDOM MORTGAGE CORPORATION/MV  
NEIL SCHWARTZ/ATTY. FOR DBT.  
DANE EXNOWSKI/ATTY. FOR MV.

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

DISPOSITION:     Granted.

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

Freedom Mortgage Corporation ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to 650 Firenze Street, Lemoore, California ("Property"). Doc. #23. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). Id.

Erica Rocha ("Debtor") did not oppose and no other party in interest timely filed written opposition. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved

without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make at least 3 complete pre- and post-petition payments. The Movant has produced evidence that Debtor is delinquent at least \$8,974.71 and the entire balance of \$380,063.72 is due. Docs. #25, #28.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtor has failed to make at least 3 payments, both pre- and post-petition to Movant.

5. [25-14338](#)-B-7     **IN RE: ERICA ROCHA**  
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
2-25-2026     [16]

SANTANDER BANK, N.A./MV  
NEIL SCHWARTZ/ATTY. FOR DBT.  
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION:     Granted.

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

Santander Bank N.A. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2023 Mercedes-Benz C300 (VIN: W1KAF4GB7PR118429) ("Vehicle"). Doc. #16. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). Id.

Erica Rocha ("Debtor") did not file opposition and the Vehicle was surrendered to the Movant on January 15, 2026. Debtor's Statement of Intention indicated that the Vehicle would be surrendered. No other party in interest timely filed written opposition. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has missed at least three (3) pre-petition payments totaling \$4,596.04 and one (1) post-petition payment in the amount of \$1,172.63. Docs. #18, #20. Additionally, Movant recovered possession of the Vehicle post-petition on January 15, 2026. *Id.* Since the Vehicle has been recovered, the only issue is disposition of the collateral.

The court also finds that the Debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtor is in chapter 7. The Vehicle is valued at \$34,400.00 and Debtor owes \$49,510.79. Doc. #18.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) to permit the Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded. Movant recovered possession of the Vehicle post-petition on January 15, 2026.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtor has failed to make at least three (3) pre- and post-petition payments to Movant, and the Vehicle is a depreciating asset.

6. [25-12941](#)-B-7     **IN RE: JEWELL/RHONDA THOMAS**  
[JCW-1](#)

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY  
12-2-2025    [[12](#)]

M&T BANK/MV  
JOEL WINTER/ATTY. FOR DBT.  
JENNIFER WONG/ATTY. FOR MV.

NO RULING.

7. [25-14246](#)-B-7     **IN RE: CHERYL REID**  
[ICE-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO  
APPEAR AT SEC. 341(A) MEETING OF CREDITORS  
2-20-2026    [[14](#)]

MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION:     Conditionally denied.

ORDER:            The court will issue an order.

Chapter 7 trustee Irma C. Edmonds ("Trustee") seeks dismissal of this case for the debtor's failure to appear and testify at the § 341(a) meeting of creditors held on February 17, 2026. Doc. #13.

Cheryl L. Reid ("Debtor") timely filed a form opposition. Doc. #17. However, the form opposition did not include a declaration explaining Debtor's failure to appear at the 341 meeting or stating the reasons this case should not be dismissed.

Notwithstanding Debtor's failure to include those reasons, this motion to dismiss will be **CONDITIONALLY DENIED**.

Debtor shall attend the meeting of creditors rescheduled for April 20, 2026, at 3:00 p.m. If Debtor fails to appear at testify at the rescheduled meeting, Trustee may file a declaration with a proposed order and the case may be dismissed without a further hearing.

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

8. [25-24250](#)-B-7     **IN RE: PRISCILLA LINKER**  
[RLL-2](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT  
AGREEMENT WITH PRISCILLA JUDITH LINKER AND MARINADB USA, INC.  
2-19-2026     [[31](#)]

KIMBERLY HUSTED/MV  
COLBY LAVELLE/ATTY. FOR DBT.  
ANTHONY ASEBEDO/ATTY. FOR MV.

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

DISPOSITION:     Granted on condition of Trustee filing settlement agreement.

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

Chapter 7 trustee Kimberly Husted ("Trustee") requests an order approving a settlement agreement to resolve the claims of Priscilla Linker ("Debtor") and Debtor's estate against MarinaDB USA, Inc. ("the Employer"), Debtor's former employer pursuant to Fed. R. Bankr. P. ("Rule") 901. Doc. #31 *et seq.* The terms of the proposed settlement are outlined below.

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

Debtor filed chapter 7 bankruptcy on August 13, 2025. Doc. #1. Trustee was appointed as the interim trustee on that same date and became permanent trustee at the 341 meeting of creditors on September 12, 2025. Doc. #7; docket generally.

Debtor did not disclose the existence of her prepetition litigation against the Employer until the 341 meeting ("the Lawsuit"). Doc. #33 (Decl. of Kimberly Husted). Debtor later amended Schedules A/B to include the Lawsuit. *Id.* With Trustee's consent, Debtor and Daniel Feder ("Feder"), Debtor's counsel for the Lawsuit, attended a previously-scheduled mediation during which the parties reached the "general terms for settlement" and, after several months of back-and-forth, final settlement terms were reached. *Id.*

The terms of the proposed settlement are as follows:

1. Subject to reduction for amounts to be withheld for tax purposes, Debtor will receive \$31,000.00, the amount of Debtor's exemption claim relating to the Lawsuit.
2. Feder will receive \$85,413.04 for attorneys' fees and expenses, for which an IRS form 1099 will be provided to Feder, Trustee, and Debtor.
3. The balance of \$53,586.96 (minus any reduction for required tax withholdings) will be paid to Trustee.

Doc. #34 (Exhibit B).

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

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

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

1. Probability of success in litigation: The Lawsuit went into mediation and reached a settlement amount in excess of the amount

originally requested when the Lawsuit was filed. The Trustee concluded that it was unlikely that a trial verdict would yield a judgment with a higher monetary value than the proposed settlement.

2. Collection: The Trustee did not anticipate any difficulties in collecting on a judgment, as the Employer is fully insured. This factor does not weigh in favor of settlement and is, at most, neutral.

3. Complexity of litigation: The Trustee claims that factual issues involved in prosecuting the Lawsuit would be complex, as the fact-finder would need to determine a large number of facts related to the actions of the Debtor and her managers at the Employer, as well as to the intent of the managers in taking any number of actions during the time period relative to the complaint. The Trustee therefore believes that this factor weighs heavily in favor of approval of the Agreement, as it avoids the very significant expenses, inconvenience, and delays associated with the litigation, as well as the risk of an outcome adverse to the estate.

4. Paramount interests of creditors: Trustee argues that the interest of creditors is best served by approving the agreement, and no creditors have opposed the motion. The gross settlement of approximately \$53,000.00 payable to Trustee will enable the estate to offer a modest return to unsecured creditors.

Doc. #31.

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

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

This ruling is not authorizing the payment of any fees or costs associated with the settlement. The issue of Feder's fees will be taken up separately in Item #9, below. Additionally, Trustee shall attach a copy of the settlement agreement as an exhibit to the proposed order and shall separately file the settlement agreement and docket it as a stipulation.

9. [25-24250](#)-B-7    **IN RE: PRISCILLA LINKER**  
[RLL-3](#)

MOTION TO EMPLOY DANIEL L. FEDER AS SPECIAL COUNSEL AND/OR  
MOTION FOR COMPENSATION FOR DANIEL L. FEDER, SPECIAL COUNSEL(S)  
2-19-2026    [[36](#)]

KIMBERLY HUSTED/MV  
COLBY LAVELLE/ATTY. FOR DBT.  
ANTHONY ASEBEDO/ATTY. FOR MV.

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

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

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

ORDER:                The court will prepare the order.

Kimberly Husted ("Trustee"), Trustee in this Chapter 7 bankruptcy case, seeks an order approving her employment of Daniel Feder, Esq. ("Feder"), the attorney who represented Priscilla Linker ("Debtor") in certain prepetition litigation, on a retroactive basis due to exceptional circumstances. Doc. #36 *et seq.* Trustee also asks the court to approve Feder's compensation in the amount of \$85,4313.04 for services provided and expenses incurred in successfully obtaining a settlement in Debtor's prepetition litigation against her former employer ("the Employer"), a case Feder took on a contingency fee basis. *Id.*

This case was originally assigned to Judge Fredrick E. Clement and was transferred to the undersigned on February 9, 2026. *Docket generally..*

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

No party in interest has opposed this motion, and the defaults of all non-responding parties will be entered. Nevertheless, for the reasons outlined below, this matter will be continued until May 14, 2026, at 1:30 p.m.

Debtor filed chapter 7 bankruptcy on August 13, 2025. Doc. #1. Trustee was appointed as the interim trustee on that same date and became permanent trustee at the 341 meeting of creditors on September 12, 2025. Doc. #7; docket generally. Debtor received her discharge on December 9, 2025. Doc. #29.

On May 21, 2024, over a year before filing the petition, Debtor filed suit in the Superior Court of California for the County of San Mateo, Case. No. 24-CIV-03121, against MarinaDB USA and Does 1-20, alleging claims for sexual harassment ("the State Court Case"). Doc. #39 (Decl. of Kimberly Husted). Debtor did not disclose the existence of the State Court Case in her Schedules but advised Trustee of the State Court Case's existence at the 341 meeting of creditors. *Id.* Debtor later amended Schedules A/B to include the State Court Case as an asset of the estate. *Id.*

With Trustee's consent, Debtor and Daniel Feder ("Feder"), Debtor's counsel for the State Court Case as of the petition date, attended a previously-scheduled mediation during which the parties reached the "general terms for settlement" and, after several months of back-and-forth, final settlement terms were reached. *Id.* Feder had previously agreed to represent Debtor through a contingency fee agreement entered into on August 27, 2024, about three months after the State Court Case was filed. Doc. #4 (Exh. A).

On February 19, 2026, Trustee contemporaneously filed a *Motion to Compromise Controversy* which sought court approval of the agreed-upon settlement (Doc. #31; Item #8, above) and the instant *Application to Employ* seeking retroactive approval of Feder's employment as counsel for the estate in the prosecution of the lawsuit.

The terms of the proposed settlement (which the court has approved; see Item #8, above) are as follows:

1. Subject to reduction for amounts to be withheld for tax purposes, Debtor will receive \$31,000.00, the amount of Debtor's exemption claim relating to the Lawsuit.
2. Feder will receive \$85,413.04 for attorneys' fees and expenses, for which a IRS form 1099 will be provided to Feder, Trustee, and Debtor.
3. The balance of \$53,586.96 (minus any reduction for required tax withholdings) will be paid to Trustee.

Doc. #34 (Exhibit B). Although the court has approved the settlement in principle, that order specifically does not authorize the payment of any fees or costs associated with the settlement, with the issue of Feder's fees to be taken up separately.

After reviewing the moving papers, the court has misgivings about the size of Feder's fees and the circumstances under which this matter was rather tardily brought before the court. Trustee declares that she

first contacted Feder about his representation of Debtor on September 24, 2025, and the mediation took place on October 9, 2025. Debtor was discharged two months after the mediation. But it was not until February 19, 2026, that Trustee finally sought retroactive approval of Feder's employment, months after she first contacted him and authorized him without court approval to represent the estate at the mediation. While "extraordinary circumstances" may have existed in October of 2025, she had plenty of time afterwards to seek approval of Feder's retention on a retroactive basis.

Also, the size of the proposed award sought for Feder gives the court pause even despite its contingent nature. Feder began his representation of Debtor on August 27, 2024, three months after the filing of the complaint in the State Court Case by Debtor's previous attorneys from the firm of Thoits Law. The record is silent as to how and why Feder came to be Debtor's attorney in place of Thoits Law. It is equally silent as to what work Feder performed on Debtor's behalf that justifies, even in a contingency fee case, fees and expenses that represent over half the total settlement amount.

"[11 U.S.C. § 328 and § 300] establish a two-tiered system for judicial review and approval of the terms of a professional's retention." *In re First Magnus Fin. Corp.*, 2009 WL 7809001, at \*8 (B.A.P. 9th Cir. Feb. 24, 2009) (quoting *Rizer, Kanzig, Scherer, Hyland & Perretti v. Official Comm. of Unsecured Creditors (In re Smart World Tech., LLC)*, 552 F.3d 228, 232 (2d Cir. 2009)). The inquiries required by these two provisions are mutually exclusive, and "a bankruptcy court may not conduct a § 330 inquiry into the reasonableness of the fees and their benefit to the estate if the court already has approved the professional's employment under [§ 328]." *Friedman Enters. v. B.U.M Int'l Inc. (In re B.U.M. Int'l, Inc.)*, 229 F.3d 824, 829 (9th Cir. 2000).

Section 328(a) permits a bankruptcy court to pre-approve, at the time of retention, the employment of an estate professional "on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Where a bankruptcy court pre-approves a fee award under § 328, the court may not depart from the terms of the approved fee agreement unless the terms "prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions." *Id.*

In contrast, under § 330, "the bankruptcy court reviews what services the professional provided, and decides, in retrospect, after considering all relevant factors, whether the compensation requested by the professional is reasonable." *In re First Magnus Fin. Corp.*, 2009 Bankr. LEXIS 4534, 2009 WL 7809001, at \*8 (citing *In re Garcia*, 335 B.R. 717, 723-25 (B.A.P. 9th Cir. 2005)). Pursuant to

§ 330, the bankruptcy court may award "reasonable compensation," which is determined by considering "the nature, the extent and the value of such services, taking into account all relevant factors," including the time spent by the professional, the rate of compensation, and the necessity of the services. § 330(a)(3); see also § 330(a)(4).

...

To determine whether a professional is employed pursuant to § 328 or § 330, courts consider whether the "professional's retention application unambiguously specifies that it seeks approval under § 328." *In re Circle K Corp.*, 279 F.3d 669, 671 (9th Cir. 2002). However, "a bankruptcy court is not compelled to accept a professional's employment under § 328 merely because the application cites that statutory provision." *Id.* at 671 n.2. Therefore, even if a retention application unambiguously invokes § 328, § 330 may still apply if the bankruptcy court "conditionally approv[ed] the professional's retention." *Id.*

*Fann Contracting, Inc. v. Garman Turner Gordon LLP*, 593 B.R. 625, 631-32 (D. Nev. 2018).

In this instance, § 328 is not applicable. Not only did Trustee not seek pre-approval of Feder's retention (and the court concedes that she realistically could not have sought pre-approval under the facts of this case), the Trustee did not seek approval at all until after Feder's representation had been substantially completed, having brought the case to resolution in the form of a settlement agreement. Moreover, the instant motion clearly seeks approval of Feder's compensation under § 330.

Consequently, the court cannot simply rubberstamp an award of \$85,413.04 based on nothing more than a contingency fee agreement for which approval was not sought until months after Feder effectively began his representation of the estate. Any fee award governed by § 330 requires the court to consider the actual reasonableness of the fees sought "taking into account all relevant factors, including the time spent by the professional, the rate of compensation, and the necessity of the services."

Accordingly, this matter will be CONTINUED to May 14, 2026, at 1:30 p.m. The Trustee (and/or Feder) will have until fourteen (14) days prior to the continued hearing date in which to supplement the record with exhibits demonstrating the reasonableness of the requested compensation, which may include but are not limited to Feder's billing records, a statement of Feder's normal hourly rate, a narrative summary of the work Feder performed for Debtor and the estate, and a detailed itemization of all expenses incurred. In addition, the

Trustee will submit a supplemental declaration attesting to whether or not Trustee believes the fee award sought to be reasonable.

The Trustee's proof shall also include competent evidence of the "exceptional circumstances" justifying retroactive employment in this case. Simply stating the settlement was approved or is favorable is not sufficient evidence on this issue.

10. [26-10650](#)-B-7 **IN RE: ROSA ZACARIAS**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT  
INFORMATION IN PACER  
3-6-2026 [[12](#)]

RAYMOND PEREZ/ATTY. FOR DBT.

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the matter has been corrected by counsel. Accordingly, this order to show cause will be VACATED. No appearance is necessary.

11. [22-20862](#)-B-7 **IN RE: NOEL PETALVER AND MARITES FLORES**  
[DNL-4](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF DESMOND,  
NOLAND, LIVAICH AND CUNNINGHAM FOR J. RUSSELL CUNNINGHAM,  
TRUSTEES ATTORNEY(S)  
2-26-2026 [[110](#)]

TIMOTHY WALSH/ATTY. FOR DBT.  
J. CUNNINGHAM/ATTY. FOR MV.  
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

J. Russell Cunningham ("Cunningham") and the law firm of Desmond, Nolan, Livaich & Cunningham (collectively "Applicant") seek approval of a first and final allowance of compensation under 11 U.S.C. § 330 of the Bankruptcy Code for professional services rendered and

reimbursement for expenses incurred as attorney for Michael Hopper, Trustee in the above-styled case ("Trustee"). Doc. #56. The debtors are Nowel Petalver and Marites Flores ("Debtors"). By this motion, Applicant seeks **\$15,062.97** in fees and **\$937.03** in expenses, for a capped total of **\$16,000.00** for the period of May 29, 2024, through February 2026. *Id.*

This case was originally assigned to Judge Fredrick E. Clement and was transferred to the undersigned on February 9, 2026. *Docket generally..*

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

On March 11, 2026, Debtors filed a *pro se* Opposition to the motion accompanied by a Declaration signed by both Debtors and various exhibits. Docs. ##116-118. No other party in interest has responded, and the defaults of all non-responding parties are entered.

Applicant was employed to perform services under § 327 of the Code pursuant to an order signed by Judge Clement and dated June 3, 2024. Doc. #92. This is Applicant's first and final request for compensation.

Applicant provided **97.50** billable hours at the following rates, totaling **\$41,832.50** in fees actually incurred:

Professional	Rate	Billed	Total
J. Russell Cunningham	\$550.00	6.30	\$3,465.00
J. Russell Cunningham	\$650.00	0.30	\$195.00
Benjamin C. Tagert	\$325.00	4.60	\$1,495.00
Talvinder S. Bambra	\$425.00	86.30	\$36,677.50
<b>Total Hours &amp; Fees</b>		<b>97.5</b>	<b>\$41,832.50</b>

Docs. #110, #112. Applicant also incurred **\$937.03** in expenses for copies, postage, miscellaneous courier and USM costs, and court costs.

*Id.* These combined fees and expenses total **\$42,769.53**. However, Applicant declares through Cunningham's Declaration that compensation in this case is capped at \$16,000.00, and so by this motion, Applicant only seeks \$15,062.97 in fees and \$937.03 in expenses. Doc. #113.

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

Applicant's services here included, without limitation: case administration; litigation and contested matters; asset analysis and recovery; asset disposition; and fee/employment applications. Docs. #110, #112. The court finds the services and expenses reasonable, actual, and necessary. The Trustee has reviewed the Application and finds the requested fees and expenses to be reasonable. Doc. #114.

On March 11, 2026, Debtors filed an Opposition. Doc. #116. Debtors did so *pro se*, asserting that Timothy Walsh ("Walsh"), who represented them in bankruptcy has retired and his office is closed. *Id.* In response, Applicant has submitted evidence in the form of email exchanges between Cunningham and Walsh in which Walsh indicated that he was not retired but that he had moved offices, was winding down his practice, and was having difficulties with communication. Doc. #122.

Setting aside the propriety of the Debtors filing a *pro se* opposition while still represented by counsel, the court notes that the Debtors' objection does not actually list any grounds for denying or adjusting the fee application. Nevertheless, the court will allow Debtors a chance to be heard.

This matter will proceed as scheduled. In the absence of any further and more compelling arguments from Debtors, the court is inclined to GRANT the Application. The court will approve on a final basis under 11 U.S.C. § 330 compensation in the amount of **\$15,062.97** in fees and **\$937.03** in expenses. The court grants the Application for a total award of **\$16,000.00** as an administrative expense of the estate and an order authorizing and directing the Trustee to pay such to Applicant from the first available estate funds.

12. [26-10263](#)-B-7     **IN RE: GERALD/JODI JOLLY**  
[SL-2](#)

MOTION TO COMPEL ABANDONMENT  
3-11-2026    [[26](#)]

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

TENTATIVE RULING:        This hearing will proceed as scheduled.

DISPOSITION:                Granted.

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

Gerald and Jodi Jolly ("Debtors") move for an order compelling chapter 7 trustee Irma C. Edmonds ("Trustee") to abandon the estate's interest in certain assets described in detail below ("the Assets"). Doc. #26 *et seq.* This represents Debtors' second attempt to compel abandonment, their prior motion having been denied by the court when Debtor's counsel failed to appear at the hearing due to what the motion represents to have been a calendaring error. Docs. #15, #25.

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

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

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

To grant a motion to abandon property, the bankruptcy court must find either that: (1) the property is burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. *In re Vu*, 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). As one court noted, "an order compelling abandonment is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset . . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." *In re K.C. Mach. & Tool Co.*, 816 F.2d 238, 246 (6th Cir.

1987). In evaluating a proposal to abandon property, it is the interests of the estate and the creditors that have primary consideration, not the interests of the debtor. *In re Johnson*, 49 F.3d 538, 541 (9th Cir. 1995) (noting that the debtor is not mentioned in § 554). *In re Galloway*, No. AZ-13-1085-PaKiTa, 2014 Bankr. LEXIS 3626, at \*16-17 (B.A.P. 9th Cir. 2014).

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

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

Doc. #26; Doc. #1 (Sched. A/B, C, and D). None of the Assets are encumbered by any secured creditors. *Id.* Debtors exempted all the Assets for their full value under Cal. Code Civ. Proc. § 703.060 [tools of trade]. *Id.*

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

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

The order shall specifically include the property to be abandoned.

13. [26-10169](#)-B-7     **IN RE: NICHOLAS AGUILAR AND BREANNA SOLORIO**  
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
2-11-2026   [\[12\]](#)

ACAR LEASING LTD/MV  
GRISELDA TORRES/ATTY. FOR DBT.  
MEHRDAUD JAFARNIA/ATTY. FOR MV.

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

DISPOSITION:     Denied as moot.

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

This motion relates to an executory contract or lease of personal property. The case was filed on January 19, 2026, and the lease was not assumed by the chapter 7 trustee within the time prescribed in 11 U.S.C. § 365(d)(1). Pursuant to § 365(p)(1), the leased property is no longer property of the estate and the automatic stay under § 362(a) has already terminated by operation of law.

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

14. [25-14276](#)-B-7     **IN RE: BRIAN/DESTINY HARRIS**  
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
2-18-2026   [\[14\]](#)

CLICK N' CLOSE, INC./MV  
R. BELL/ATTY. FOR DBT.  
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION:     Granted.

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

Click n' Close, Inc. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 221 Belle Ave, Bakersfield, California ("Property"). Doc. #14.

Brian Phillip Harris and Destiny Elizabeth Harris ("Debtors") nor any other party in interest timely filed written opposition. Debtors'

Statement of Intention indicated that the Property would be surrendered. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have failed to make at least 14 complete post-petition payments. The Movant has produced evidence that Debtors are delinquent at least \$28,013.58 and the entire balance of \$257,390.58 is due. Docs. #16, #18.

The court also finds that the Debtors do not have any equity in the Property and the Property is not necessary to an effective reorganization because Debtors are in chapter 7. The property is valued at \$238,000.00 and Debtors owe \$257,390.58. Docs. #16, #18.

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

The order shall also provide that the bankruptcy proceeding has been finalized for purposes of California Civil Code § 2923.5.

15. [26-10379](#)-B-7     **IN RE: RAY/ASHLEY RIVERA-SALINAS**  
[JCW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
3-2-2026    [[10](#)]

FORD MOTOR CREDIT COMPANY LLC/MV  
PETER SAUER/ATTY. FOR DBT.  
JENNIFER WONG/ATTY. FOR MV.

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

DISPOSITION:       Granted.

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

Ford Motor Credit Company LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2024 Ford Escape ST-Line Hybrid Sport Utility 4D (VIN: 1FMCU0MZ1RUA99858) ("Vehicle"). Doc. #10. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Ray Anthony Rivera-Salinas and Ashley Rene Rivera-Salinas ("Debtors") did not file opposition and the Vehicle was repossessed on January 30, 2026. Debtors' Statement of Intention indicated that the Vehicle would be surrendered. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have missed three (3) pre-petition payments totaling \$2,356.14. Docs. #12, #14. Additionally, Movant recovered possession of the Vehicle on January 30, 2026. *Id.* Since the Vehicle has been recovered, the only issue is disposition of the collateral.

The court also finds that the Debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtor is in chapter 7. The Vehicle is valued at \$20,630.00 and Debtors owe \$44,138.55. Docs. #12, #14.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) to permit the Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded. Movant recovered possession of the Vehicle on January 30, 2026.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtors have failed to make at least three (3) pre-petition payments to Movant and the Vehicle is a depreciating asset.

16. [26-10880](#)-B-7     **IN RE: KAWAL PREET SINGH**  
[HRH-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
3-6-2026    [[10](#)]

CROSSROADS EQUIPMENT LEASE AND FINANCE, LLC/MV  
JERRY LOWE/ATTY. FOR DBT.  
RAFFI KHATCHADOURIAN/ATTY. FOR MV.

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

DISPOSITION:     Denied without prejudice.

ORDER:             The court will issue an order.

Crossroads Equipment Lease and Finance, LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2024 Peterbilt Model 579 truck (VIN 1XPBD49XXRD6L0223) and a 2024 Peterbilt Model 579 truck (VIN 1XPBD49XIRD610224) ("Trucks"). Doc. #10. Movant also requests waiver of the 14-day of Federal Rule of Bankruptcy Procedure ("Rule") 4001(a)(4).

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with Rule 4001(a)(1).

Chapter 7 trustee Peter Fear ("Trustee") was not properly served. Rule 4001(a)(1) requires motions for relief from the automatic stay to be made in accordance with Rule 9014. Rule 9014(b) requires motions in contested matters to be served upon the parties against whom relief is being sought pursuant to Rule 7004. Since this motion will affect property of the estate, the Chapter 7 Trustee must be served in accordance with Rule 7004(b)(1).

Here, the certificate of service states that all parties (except the Debtor) were served by "Electronic Service" under Federal Rule of Civil Procedure ("Civ. Rule") 5(b)(2)(E), as incorporated by Rules 7005 and 9036. Doc. #16 at 6. Trustee received electronic service only and should have been served by mail as the representative of the estate's interest, which would be impaired if the relief sought is granted.

Accordingly, this motion will be DENIED WITHOUT PREJUDICE because Trustee was not properly served in accordance with Rule 4001(a)(1).

17. [26-10880](#)-B-7     **IN RE: KAWAL PREET SINGH**  
[HRH-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
3-6-2026    [[17](#)]

LEE FINANCIAL SERVICES/MV  
JERRY LOWE/ATTY. FOR DBT.  
RAFFI KHATCHADOURIAN/ATTY. FOR MV.

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

DISPOSITION:     Denied without prejudice.

ORDER:             The court will issue an order.

Crossroads Equipment Lease and Finance, LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2022 Freightliner Cascadia tractor truck (VIN 3AKJHHDR9NSNB1080); 2021 International Model 625 tractor truck (VIN 3HSDZAPRIMN47I466); and 2020 Freightliner Cascadia tractor truck (VIN: 3AKJHHDR6LSLK2856) with Thermo-King APU Serial Number 1223084 ("Trucks"). Doc. #17. Movant also requests waiver of the 14-day of Federal Rule of Bankruptcy Procedure ("Rule") 4001(a)(4).

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with Rule 4001(a)(1).

Chapter 7 trustee Peter Fear ("Trustee") was not properly served. Rule 4001(a)(1) requires motions for relief from the automatic stay to be made in accordance with Rule 9014. Rule 9014(b) requires motions in

contested matters to be served upon the parties against whom relief is being sought pursuant to Rule 7004. Since this motion will affect property of the estate, the Chapter 7 Trustee must be served in accordance with Rule 7004(b) (1).

Here, the certificate of service states that all parties (except the Debtor) were served by "Electronic Service" under Federal Rule of Civil Procedure ("Civ. Rule") 5(b) (2) (E), as incorporated by Rules 7005 and 9036. Doc. #23 at 6. Trustee received electronic service only and should have been served by mail as the representative of the estate's interest, which would be impaired if the relief sought is granted.

Accordingly, this motion will be DENIED WITHOUT PREJUDICE because Trustee was not properly served in accordance with Rule 4001(a) (1).

18. [26-10388](#)-B-7     **IN RE: JOE WRIGHT**

CONTINUED ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT  
INFORMATION IN PACER  
2-18-2026    [[12](#)]

THOMAS HOGAN/ATTY. FOR DBT.

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

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

DISPOSITION:     The OSC will be vacated.

ORDER:             The court will issue an order.

The record shows that the matter has been corrected by counsel. Accordingly, this order to show cause will be VACATED. No appearance is necessary.

19. [26-10189](#)-B-7     **IN RE: MAC ARTEAGA**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES  
3-6-2026     [[48](#)]

\$34.00 FILING FEE PAID 3/13/26

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

DISPOSITION:     The OSC will be vacated.

ORDER:             The court will issue an order.

The record shows that the \$34.00 filing fee was paid on March 13, 2026. Accordingly, this order to show cause will be VACATED.