



**UNITED STATES BANKRUPTCY COURT  
Eastern District of California  
Honorable René Lastreto II  
Department B - Courtroom #13  
Fresno, California  
Hearing Date: Tuesday, April 7, 2026**

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

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

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

Please also note the following:

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

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

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

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

## INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [26-10721](#)-B-11 **IN RE: SRAN VINEYARDS, LLC**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT  
INFORMATION IN PACER  
3-12-2026 [[18](#)]

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.

2. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**  
[SE-11](#)

MOTION TO REJECT LEASE OR EXECUTORY CONTRACT  
3-10-2026 [[46](#)]

HRONIS, INC./MV  
ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The Moving Party will prepare the order.

Chapter 11 debtor-in-possession Hronis, Inc. moves for an order authorizing Debtor to reject certain leases pursuant to 11 U.S.C. § 365. Doc. #46 *et seq.* Hronis, Inc. is one of ten related entities (collectively "Debtor") who all filed bankruptcy on the same date and then moved for consolidation, with Hronis, Inc.'s as the lead case. Doc. #85.

The leases affected by this motion (hereinafter, the "SE-11 Agreements") are as follows:

#	Contract Counterparty	Title of Agreement	Debtor Party	Date of Agreement
1	Christian Tudor	Agricultural Lease	Hronis, Inc,	8/19/2022
2	Ducera Partners LLC and its affiliates including, where appropriate, Ducera Securities LLC ("Ducera")	Engagement Letter Agreement	Hronis, Inc.	5/11/2025
3	Luke Caratan, Claire Caratan Pollard and Susan Caratan	Farm Lease	Hronis Fruit Company, LLC	2/16/2024
4	Nikola Hure, doing business as Hure Vineyards	Agricultural Lease and Related Rights Agreement	Hronis Farming, LP	1/1/2024

Docs. #49 (Exh. A), #301. Debtor also requests the court to fix the Petition Date (March 6, 2026) as the effective date on which the SE-11 Agreements are deemed rejected. Doc. #46.

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

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

This motion was brought pursuant to 11 U.S.C. § 365 and Fed. R. Bankr. P. ("Rule") 6006 and 9014. The motion was supported by (1) the Declaration of Allen Soong, Debtor's Chief Restructuring Office ("CRO") ("the Soong Declaration"); (2) Exhibits consisting of a Proposed Order to which a list of the relevant contracts to be

rejected is appended; and (3) a memorandum of points and authorities. Docs. #48-50.

Debtor filed chapter 11 bankruptcy on March 3, 2026. Doc. #1. Soong declares that, prior to filing bankruptcy, Debtor executed the SE-11 Agreements. Doc. #48. Agreement #2 is between Ducera and Debtor, and Soong declares that the agreement was terminated on December 5, 2025. Doc. #48. However, "for avoidance of doubt, the Debtors seek rejection as of the Petition Date to avoid any potential concerns regarding the incurrence by the estate of administrative claims." *Id.* Agreements #1, #3, and #4 are all leases of farmland that Debtor planned to cultivate and for which Debtor now seeks to avoid having to pay rent on the relevant farmland. *Id.*

11 U.S.C. § 1107 gives a chapter 11 debtor in possession all rights and powers of a trustee, other than the right to compensation under § 330, and requires the debtor in possession to perform all of the functions and duties of a trustee, except those specified in § 1106(a)(2), (3), and (4).

11 U.S.C. § 365(a) allows a trustee [or debtor in possession] to assume or reject an executory contract or unexpired lease of the debtor.

An "executory contract" is a contract "on which performance remains due to some extent on both sides." *Unsecured Creditors' Comm. V. Southmark Corp. (In re Robert L. Helms Constr. & Dev. Co.)*, 139 F.3d 702, 705 (9th Cir. 1998) (cleaned up). Contracts have been defined as executory when "the obligations of both parties are so unperformed that the failure of either party to complete performance would constitute a material breach and thus excuse the performance of the other." *Id.* at 705; see also, Countryman, *Executory Contracts in Bankruptcy*, 57 Minn. L. 439, 446 (1973).

In evaluating a decision to reject an executory contract or unexpired lease in the Ninth Circuit, "the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate." *Agarwal v. Pomona Valley Med. Group, Inc. (In re Pomona Valley Med. Group, Inc.)*, 476 F.3d 665, 670 (9th Cir. 2007) (citations omitted).

Here, rejection of the Agreements appears to be a reasonable exercise of Debtor's business judgment because it frees Debtor from rent obligations for farmland which Debtor no longer plans to cultivate.

No party in interest has opposed the motion. The motion is GRANTED.

The court notes that the motion does not propose or address any bar date for claims arising from the rejection of the SE-11 Agreements. That deadline is hereby set for **July 14, 2026**, to coincide with the non-governmental proofs of claim bar date. Debtor shall file a

certificate of service for notice to the other contracting parties that conspicuously sets forth the bar date within seven (7) days of entry of the order granting this motion.

As a final note, should Debtor file any additional motions to assume or reject under § 365, any such motions shall be accompanied by an exhibit listing all executory contracts and/or unexpired leases for which § 365 relief has been sought up to that point, along with a statement as to the disposition of any previous § 365 motions with reference to their Docket Control Numbers and the docket entry of any orders resolving prior § 365 motions.

3. [26-10978](#)-B-11     **IN RE: HRONIS, INC.**  
[SE-12](#)

MOTION APPROVING BIDDING PROCEDURES, FORM OF ASSET PURCHASE AGREEMENT, BID PROTECTIONS, FORM OF NOTICE OF AUCTION AND SALE OF SUBSTANTIALLY ALL OF THE DEBTORS ASSETS, ESTABLISHING CERTAIN ASSUMPTION AND ASSIGNMENT PROCEDURES, GRANTING RELATED RELIEF  
3-20-2026    [[104](#)]

HRONIS, INC./MV  
ZEV SHECHTMAN/ATTY. FOR DBT.

NO RULING.

4. [26-10978](#)-B-11     **IN RE: HRONIS, INC.**  
[SE-9](#)

FINAL HEARING RE: MOTION TO OBTAIN SENIOR SECURED POST-PETITION FINANCING, USE CASH COLLATERAL, GRANT LIENS AND PROVIDE SUPER PRIORITY ADMINISTRATIVE EXPENSE CLAIMS, GRANTING ADEQUATE PROTECTION TO CERTAIN PREPETITION SECURED PARTIES, MODIFYING THE AUTOMATIC STAY, SCHEDULING A FINAL HEARING  
3-9-2026    [[38](#)]

HRONIS, INC./MV  
ZEV SHECHTMAN/ATTY. FOR DBT.

NO RULING.

5. [25-13979](#)-B-11     **IN RE: SAVI CONSTRUCTION LLC**  
[CAE-1](#)

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

LEONARD WELSH/ATTY. FOR DBT.

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

DISPOSITION:     Continued to May 14, 2026, at 9:30 a.m.

ORDER:            The court will prepare the order.

It is hereby ordered that this Status Conference be CONTINUED to May 14, 2026, at 9:30 a.m. to be heard in conjunction with the Debtor's *Motion to Confirm First Modified Chapter 11 Plan*. See Doc. #108.

6. [25-13979](#)-B-11     **IN RE: SAVI CONSTRUCTION LLC**  
[YW-4](#)

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

LEONARD WELSH/ATTY. FOR DBT.  
PLAN WITHDRAWN,

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

DISPOSITION:     Withdrawn. Dropped from the calendar.

No order is required.

On March 25, 2026, Savi Construction LLC ("Debtor") withdrew the Chapter 11 Plan dated January 15, 2025. Doc. #107. Debtor advises that an amended plan is forthcoming. *Id.* Accordingly, this Confirmation Hearing will be DROPPED from the calendar.

7. [26-10888](#)-B-11     **IN RE: BIG VALLEY COLD STORAGE LLC**  
[CAE-1](#)

ORDER TO SHOW CAUSE  
3-16-2026    [\[16\]](#)

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

DISPOSITION:     Dropped from the calendar. Case dismissed. Two-year  
bar to refiling imposed.

ORDER:             The court will prepare the order.

On March 16, 2026, this court entered an order to show cause why the above-styled case should not be dismissed due to the failure of Big Valley Cold Storage LLC ("Debtor"), the corporate debtor in this Chapter 11 proceeding, to appear with counsel as required of corporate debtors by this district's Local Rules. Doc. #16.

The court further ordered that Debtor and/or its legal representative should appear and show cause why this dismissal should not include a provision that bars Debtor from refiling for two years after date of entry of the dismissal order for willfully violating the previous order of the court as referenced in the March 16, 2026, order. *Id.*

The court further ordered that Debtor file a written response to the *Order to Show Cause* on or before March 31, 2026, to be served on the court and the U.S. Trustee, and that failure to file a conforming written response may result in the court dismissing the case and entering other orders without hearing on April 7, 2026. *Id.*

Debtor has not complied with the direction to file a written response. Accordingly, and for reasons set forth in the Order to Show Cause and otherwise for good cause appearing,

**IT IS ORDERED:**

1. That this case is DISMISSED.
2. That the Debtor, Big Valley Cold Storage, LLC, is barred from filing any bankruptcy case in this district for two years from the date of entry of the dismissal order for willfully violating the previous order of the court referenced above under 11 U.S.C. § 349 (a).

11:00 AM

1. [26-10395](#)-B-7    **IN RE: JOHNNIE COLE**

PRO SE REAFFIRMATION AGREEMENT WITH NAVY FEDERAL CREDIT UNION  
3-19-2026    [[13](#)]

SIMRAN HUNDAL/ATTY. FOR DBT.

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

DISPOSITION:        Removed from calendar subject to below condition.

ORDER:                The court will issue an order.

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

A Reaffirmation Agreement between Johnnie Cole ("Debtor") and Navy Federal Credit Union for a 2019 Nissan Sentra was filed on March 19, 2026. Doc. #13.

The court is not approving or denying approval of the reaffirmation agreement. Debtor was represented by counsel when he entered into the reaffirmation agreement. Pursuant to 11 U.S.C. § 524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect. *In re Minardi*, 399 B.R. 841, 846 (Bankr. N.D. Ok, 2009) (emphasis in original). The reaffirmation agreement, in the absence of a declaration by debtor's counsel, does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable.

The debtor shall have 14 days to refile the reaffirmation agreement properly signed and endorsed by the attorney.

1:30 PM

1. [26-10720](#)-B-7 **IN RE: DARIN/CHERIE DOWNING**  
[TCS-1](#)

MOTION TO AVOID LIEN OF SYNCHRONY BANK  
3-3-2026 [[10](#)]

CHERIE DOWNING/MV  
TIMOTHY SPRINGER/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.

Darin and Cherie Downing ("Debtors") move for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Synchrony Bank ("Creditor") in the sum of \$2,747.96 and encumbering residential real property located at 5845 E. Washington Ave., Fresno, CA 93727 ("Property"). Doc. #10 *et seq.*

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 March 3, 2026. Doc. #14. Debtor also complied with Rule 7004(h), which requires service to be made on an insured depository institution by certified mail and addressed to an officer except where the three exceptions specified in subsections (h)(1)-(3) apply. *Id.* Here, service was made on Creditor by certified mail to Synchrony Bank, ATTN: President/CEO Brian C. Doubles. *Id.*

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the 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 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.

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 \$2,747.96 on February 24, 2022. Doc. #13 (Exh. B). The abstract of judgment was issued on October 14, 2022, and was recorded in Fresno County on October 18, 2022. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #12 (Dec. of Darin Downing). Debtor estimates that the current amount owed on account of this lien is \$2,747.96. *Id.*

As of the petition date, Property had an approximate value of \$339,900.00 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).

Property is encumbered by first and second deeds of trust both in favor Wells Fargo Mortgage, in the amounts of \$73,271.00 and \$20,594.00 respectively. Doc. #1 (Exh. D).

Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Wells Fargo 1	\$73,271.00	n/a	Unavoidable
2. Wells Fargo 2	\$20,594.00	n/a	Unavoidable
3. Creditor	\$2,747.96	10/18/22	Avoidable

The total of the unavoidable mortgage liens is \$93,865.00.

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, Debtors only seek to avoid one lien.

"Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided 'in full' was if the debtor's gross equity were

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

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

Amount of judgment lien		\$2,747.96
Total amount of unavoidable liens (incl. liens not yet avoided)	+	93,865.00
Debtor's claimed exemption in Property	+	\$300,000.00
<i>Sum</i>	=	\$396,612.96
Debtor's claimed value of interest absent liens	-	\$339,900.00
Extent lien impairs exemption	=	\$56,712.96

*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		\$339,900.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	\$93,865.00
Homestead exemption	-	300,000.00
Remaining equity for judicial liens	=	(\$53,965.00)
Creditor's judicial lien	-	\$2,747.96
Extent Debtor's exemption impaired	=	(\$56,712.96)

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.

2. [25-14124](#)-B-7     **IN RE: FRANCISCO SANCHEZ AND GISSELLE CRUZ**  
[KMM-1](#)

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

TOYOTA LEASE TRUST/MV  
JOEL WINTER/ATTY. FOR DBT.  
KIRSTEN MARTINEZ/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 December 11, 2025, and the lease was not assumed by the chapter 7 trustee within the time prescribed in 11 U.S.C. § 365(d) (1). Pursuant to § 365(p) (1), the leased property is no longer property of the estate and the automatic stay under § 362(a) has already terminated by operation of law.

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

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

The certificates of service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, 10/2022) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #15. The correct form can be accessed on the court's website. Future failures to use the proper form may result in dismissal or denial of the motion without prejudice.

3. [24-21966](#)-B-7     **IN RE: VILLA MARCHE STOCKTON ACQUISITIONS, LP**  
[DNL-10](#)

MOTION FOR AUTHORITY TO EXPEND ESTATE FUNDS  
3-6-2026    [\[122\]](#)

NIKKI FARRIS/MV  
KYRA ANDRASSY/ATTY. FOR DBT.  
J. CUNNINGHAM/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.

Chapter 7 Trustee Nichole B. Farris ("Trustee") moves for authorization to reimburse \$3,839.46 to RE/MAX GOLD ("Broker") for out-of-pocket expenses incurred with the marketing and selling of the real property commonly known as 1119 Rosemarie Lane, Stockton, CA 95207 ("Subject Property"). Doc. #122. On March 30, 2026, the Trustee filed a Supplemental Declaration advising that Broker had already been paid \$400.00 apparently paid by the title company and that the adjusted reimbursement requested was \$3,439.46. Doc. #127.

In an order dated April 17, 2025, Judge Frederick Clement authorized Trustee's employment of Broker. Doc. #70. Later, in an order dated February 4, 2026, Judge Clement granted Trustee's motion to sell the Subject Property for \$3.1 million and authorized Trustee to pay Broker's \$155,000.00 commission as an administrative expense. Doc. #120. On February 9, 2026, the case was reassigned to the undersigned judge. *Docket generally.*

Trustee declares that the additional funds requested are meant to reimburse Broker for actual expenses incurred for securing and rekeying the Subject Property to protect the Subject Property from break-ins and that these expenses were not included in the previously-approved compensation award. Doc. #124 (Trustee's Decl.)

11 U.S.C. § 327 allows the trustee, with the court's approval, to employ one or more attorneys, accountants, auctioneers, or other professional persons to represent or assist the trustee in carrying out the trustee's duties. The professional is required to be a disinterested person and neither hold nor represent interests adverse to the estate. § 327(a).

11 U.S.C. § 328(a) permits employment of "a professional person under section 327" 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." Section 328(a) further "permits a professional to have the terms and conditions of its

employment pre-approved by the bankruptcy court, such that the bankruptcy court may alter the agreed-upon compensation only 'if such terms and conditions and conditions 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.'" *In re Circle K Corp.*, 279 F.3d 669, 671 (9th Cir. 2002).

As a threshold matter, the court notes that either the motion to employ Broker nor the listing agreement attached as an exhibit to that motion nor Judge Clement's order authorizing payment of Broker's commission speak to Broker's entitlement to expense reimbursement beyond the commission award. See Docs. #66, #68, #70, and #120.

However, in comparison to the \$3.1 million sale price, the requested \$3,439.46 for reimbursement to secure the Subject Property against break-in before the sale could be consummated is not unreasonable. The Trustee has declared that the expenses incurred by Broker were necessary to preserve the value of the Subject Property for the benefit of the estate. Doc. #124. It is within the court's authority to alter the agreed-upon compensation by allowing post-sale reimbursement for expenses reasonably necessary to protect a valuable estate asset prior to its being sold.

The court may also consider this a request for payment of an administrative expense under § 503(b). Protection of the Subject Property from vandalism or "break-ins" preserves the estate. This motion is granted after notice and a hearing.

The court notes that this motion could be a request under Civ. R. 60 for relief from Judge Clement's previous order. However, no facts were presented to the court justifying such relief.

No party in interest opposes this motion, and the defaults of all non-responding parties are entered. The motion is GRANTED. The Trustee is authorized to pay RE/MAX GOLD the sum of \$3439.46 as reimbursement for expenses incurred in securing and rekeying the Subject Property.

4. [25-11268](#)-B-7    **IN RE: PETER/SANDRA ORLOFF**  
[RSW-4](#)

MOTION TO WAIVE FINANCIAL MANAGEMENT COURSE REQUIREMENT,  
CONTINUE CASE ADMINISTRATION, SUBSTITUTE PARTY, AS TO JOINT DEBTOR  
2-28-2026    [[84](#)]

PETER ORLOFF/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION:        Denied without prejudice.

ORDER:                The court will issue an order.

Peter Orloff ("Debtor") moves for waiver of the financial management course requirement as to his deceased wife and co-debtor, Sandra Lee Orloff ("Decedent"). Doc. #84. Debtor also requests that case management be continued with Debtor substituted in as successor to Decedent. *Id.*

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

For motions filed on 28 days' notice, LBR 9014-1(f)(1)(B) requires the movant to notify respondents that any opposition to the motion must be in writing and filed with the court at least 14 days preceding the date of the hearing.

Here, the motion and supporting documents were filed and served on February 28, 2026, and set for hearing on April 7, 2026. Docs. ##84-91. February 28, 2026, is thirty-nine (39) days before February 28, 2026. Therefore, this motion was set for hearing on 28 or more days of notice under LBR 9014-1(f)(1). Nevertheless, the notice provided:

Opposition, if any, to the granting of the motion may be presented at the hearing on the motion. 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,

Doc. #85. This is incorrect. Since the hearing was set on more than 28 days' notice, LBR 9014-1(f)(1) is applicable. The notice should have stated that written opposition was required and must be filed at least 14 days before the hearing, and failure to timely file written opposition may be deemed a waiver of any opposition to the granting of the motion. Instead, the respondents were told not to file and serve written opposition even though it was necessary. Therefore, the notice was materially deficient. If the movant gives 28 days or more of notice of the hearing, there is no option to simply pretend that the motion was set for hearing on less than 28 days of notice to dispense

with the court's requirement that any opposition must be in writing and filed with the court. Additionally, under LBR 9014-1(d)(3)(B)(i), the motion must include the names and addresses of the persons who must be served with such opposition.

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

5. [26-10083](#)-B-7     **IN RE: ROSEMARY CARNERO**  
[DVW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
3-19-2026    [[13](#)]

21ST MORTGAGE CORPORATION/MV  
LAYNE HAYDEN/ATTY. FOR DBT.  
DIANE WEIFENBACH/ATTY. FOR MV.

TENTATIVE RULING:        This matter will proceed as scheduled.

DISPOSITION:                Denied as moot.

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

21st Mortgage Corporation ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(h) with respect to a 1981 Skyline Manufactured Home Located at 336 E. Alluvial, Space #282, Fresno, California ("Property"). Doc. #13. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *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. § 362(h) allows the court to grant relief from the stay for a debtor's failure to timely comply with her duties under § 521(a)(2). That provision, in summary, requires a debtor to file within 30 days of the petition date as relevant here, a Statement of Intention concerning property securing debts that are property of the estate. This case was filed January 11, 2026. At that time, a Statement of Intention was left blank. Doc. #1. Though the Schedules were amended, no complete Statement of Intention was filed. Notably, the Debtor here listed Movant as a creditor with an unsecured claim. Doc. #12.

Thirty days after January 11, 2026, was February 10, 2026. So, no timely performance of the debtor's duties under § 521 occurred here. Thus, under § 362(h) the "Property" is not property of the estate. The court has neither extended the time for the Debtor to file the Statement of Intention nor has the trustee asked to have the Property remain part of the estate under § 362(h) (2).

Since the Property is no longer property of the estate as a matter of law, this motion is DENIED as moot. Moving party may submit an order denying the motion as moot and confirming the Property is not property of the estate as a matter of law.

No attorneys' fees will be awarded here as the sole grounds for relief was § 362(h).

The court will not waive Fed. R. Bankr. P. 4001(a)(4) as this is apparently Debtor's residence and Movant has presented nothing supporting the need for the waiver other than the technical basis for stay relief under § 362(h). No exigency has been presented to the court.