



**UNITED STATES BANKRUPTCY COURT  
Eastern District of California  
Honorable René Lastreto II  
Department B - Courtroom #13  
Fresno, California  
Hearing Date: Wednesday, April 8, 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. [25-11500](#)-B-13    **IN RE: STEPHEN/ELIZABETH RAYBURN**  
[FW-2](#)

MOTION TO APPROVE TERMINATION AGREEMENT WITH PAYROLL VAULT  
FRANCHISING, LLC.  
2-20-2026    [[87](#)]

ELIZABETH RAYBURN/MV  
GABRIEL WADDELL/ATTY. FOR DBT.

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

DISPOSITION:        Granted.

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

Stephen Todd Rayburn ("Rayburn" or "Debtor"), co-debtor in the above-styled case, moves for court approval of Debtor's assent to an agreement terminating the franchise agreement between Payroll Vault Franchising, LLC ("PVF" or "Franchisor") and Faithful Family Business, LLC ("FFB"). Doc. #87 *et seq.* FFB is described as a payroll service company owned by Rayburn. Doc. #89. Rayburn's ownership of FFB is listed in Schedule A/B, but FFB itself is not in bankruptcy. *Id.* As the Schedules note, FFB owned a franchise with PVF. *Id.*

Debtor seeks approval of an agreement between PVF and FFB to terminate the franchise agreement between the two entities ("the Agreement"). *Id.* FFB intends to sell the franchise, with the proceeds helping Rayburn to fund his Chapter 13 plan. *Id.* While the Agreement primarily addresses the franchisor/franchisee relationship between PVF and FFB, PVF will not proceed with the Agreement unless Rayburn signs a release of any claims held by him in his individual capacity against PVF. *Id.* Rayburn declares that he is unaware of any claims that he has against PVF, and he believes that signing the Agreement will maximize the value of the franchise which can then be sold for profit. *Id.*

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.

Pursuant to F.R.Bankr.P. 9019, on the trustee's motion after notice and a hearing, the court may approve a compromise or settlement. In Chapter 13, the debtor has the rights and powers of a trustee under, inter alia, 11 U.S.C. § 363(b). 11 U.S.C. § 1303. To the extent that the Termination Agreement applies to theoretical pre-petition claims of the Debtor against Franchisor, those theoretical claims would be property of the bankruptcy estate which the Debtor is entitled to use pursuant to § 363(b), implicating the requirements of Rule 9019.

Doc. #87.

On a motion by the trustee (and after notice and a hearing, the court may approve a compromise or settlement. Federal Rule of Bankruptcy Procedure ("FRBP") 9019(a). Absent from Rule 9019 is language that grants standing for the debtor to seek such approval. Typically, only the trustee may file a motion to approve a compromise or settlement.

Though 11 U.S.C. § 1303 does not expressly grant chapter 13 debtors standing to prosecute and settle claims, other courts have applied it to allow these claims to continue. The Second Circuit has stated, "we conclude that a Chapter 13 debtor, unlike a Chapter 7 debtor, has standing to litigate causes of action that are not part of a case under title 11." *Olick v. Parker & Parsley Petroleum Co.*, 145 F.3d 513, 515 (2d Cir. 1998)

The Second Circuit reasoned, "[t]he legislative history of § 1303, which sets out the exclusive rights of a Chapter 13 debtor, supports the holding that a Chapter 13 debtor's standing is different." *Olick*, 145 F.3d 513 at 516. "Both the House of Representatives and Senate floor managers of the Uniform Law on Bankruptcies, Pub.L. No. 95-598 (1978), stated that:

Section 1303 . . . specifies rights and powers that the debtor has exclusive of the trustees. The section does not imply that the debtor does not also possess other powers concurrently with the trustee. For example, although Section [323] is not specified in section 1303, certainly it is intended that the debtor has the power to sue and be sued."

*Olick*, 145 F.3d 513 at 516 citing 124 Cong. Rec. H. 11,106 (daily ed. Sept. 28, 1978) (remarks of Rep. Edwards); S. 17,423 (daily ed. Oct. 5, 1978) (remarks of Sen. DeConcini).

Ninth Circuit courts have applied *Olick's* reasoning and agreed that chapter 13 debtors "have standing to pursue claims against others when those claims belong to the bankruptcy estate because 'the reality of a filing under Chapter 13 is that the debtors are the true representatives of the estate and should be given the broad latitude essential to control the progress of their case.'" *Donato v. Metro. Life Ins. Co.*, 230 B.R. 418, 425 (N.D. Cal. 1999) (quoting *Olick*, 145 F.3d 513 at 516). The court also favorably cited the Third Circuit's reasoning that a chapter 13 debtor could continue to prosecute prepetition claims after filing because "an essential feature of a Chapter 13 case is that the debtor retains possession of and may use all the property of his estate, including his prepetition causes of action . . ." *Donato*, 230 B.R. 418 at 425 (citing *Maritime Elec. Co., Inc. v. United Jersey Bank*, 959 F.2d 1194, 1209 at n.2 (3rd Cir. 1991)).

Therefore, the Debtor has standing to prosecute and settle any hypothetical Debtor may have against PVF and, concomitantly, standing to sign a settlement agreement with court approval.

It appears from the moving papers that Debtor has considered the standards of *In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1987) and *In re A & C Properties*, 784 F.2d 1377, 1381 (9th Cir. 1986):

- a. the probability of success in the litigation;
- b. the difficulties, if any, to be encountered in the matter of collection;
- c. the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and
- d. the paramount interest of the creditors and a proper deference to their reasonable views in the premises.

Debtor declares that he has no claims against PFV, and the estate will benefit from the execution of the Agreement, which is conditional on Debtor signing a release. Accordingly, it appears that the compromise pursuant to Federal Rule of Bankruptcy Procedure 9019 is a reasonable exercise of Debtor's business judgment.

The court concludes that the Woodson factors balance in favor of approving the compromise.

1. The probability of success is low and arguably nil, as Rayburn declares he does not actually have any viable claims against PFV.
2. Rayburn speculates that if he had any claims against PFV, he sees no reason why those claims would be any harder to collect upon than any other judgment. But because he has no viable claims, this factor is at best neutral and likely lands in favor of granting the motion.

3. Debtor argues that he cannot predict the complexity of any theoretical litigation, but any litigation would incur litigation expenses and delays. This factor weighs in favor of the Agreement.
4. The Agreement will allow Debtor to maximize the value of FFB's franchise rights in exchange for releasing theoretical claims that Rayburn believes do not exist. This factor weighs in favor of the Agreement.

Doc. #87.

No party in interest has opposed the motion. The court concludes authorizing Rayburn to sign the Agreement is in the best interests of the creditors and the estate. The court may give weight to the opinions of the trustee, the parties, and their attorneys, though the Trustee has not weighed in on this matter. *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, the motion will be GRANTED.

This ruling is not authorizing the payment of any fees or costs associated with the litigation. Indeed, no such fees or costs are sought or contemplated.

2. [26-11110](#)-B-13     **IN RE: ERIC ANDERSON**  
[BDB-1](#)

MOTION TO EXTEND AUTOMATIC STAY  
3-24-2026    [[12](#)]

ERIC ANDERSON/MV  
BENNY BARCO/ATTY. FOR DBT.

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                    Granted.

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

Eric Anderson ("Debtor") requests an order extending the automatic stay under 11 U.S.C. § 362(c)(3). Doc. #12.

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.

Under 11 U.S.C. § 362(c) (3) (A), if the debtor has had a bankruptcy case pending within the preceding one-year period that was dismissed, then the automatic stay under subsection (a) shall terminate with respect to the debtor on the 30th day after the latter case is filed.

This Debtor's cases within the last year are as follows:

Docket	Filed	Dismissed	Reason for dismissal
26-10705	2/23/26	3/19/26	Voluntary dismissal
26-11110	3/16/26	Pending	n/a

The automatic stay in the current case will expire on April 15, 2025.

11 U.S.C. § 362(c) (3) (B) allows the court to extend the stay to any or all creditors, subject to any limitations the court may impose, after a notice and hearing where the debtor demonstrates that the filing of the latter case is in good faith as to the creditors to be stayed. Such request must be made within 30 days of the petition date.

A case is presumptively filed not in good faith as to all creditors if any of the conditions listed 11 U.S.C. § 362(c) (3) (C) exist:

- I. more than 1 previous case under any of chapters 7, 11, and 13 in which the individual was a debtor was pending within the preceding 1-year period [§ 362(c) (3) (C) (i) (I)];
- II. a previous case under any of chapters 7, 11, and 13 in which the individual was a debtor was dismissed within such 1-year period, after the debtor failed to:
  - aa. file or amend the petition or other documents as required by this title or the court without substantial excuse (but mere inadvertence or negligence shall not be a substantial excuse unless the dismissal was caused by the negligence of the debtor's attorney) [§ 362(c) (3) (C) (i) (II) (aa)];
  - bb. provide adequate protection as ordered by the court [§ 362(c) (3) (C) (i) (II) (bb)]; or
  - cc. perform the terms of a plan confirmed by the court [§ 362(c) (3) (C) (i) (II) (cc)]; or
- III. there has not been a substantial change in the financial or personal affairs of the debtor since the dismissal of the next most previous case under chapter 7, 11, or 13 or any other reason to conclude that the latter case will be concluded
  - aa. if a case under chapter 7, with a discharge; or
  - bb. a case under chapter 11 or 13, with a confirmed plan that will be fully performed[.]

§ 362(c)(3)(C)(i)(I)-(III). To restate these Code provisions more plainly, the rebuttable presumption arises that the latter case was filed not in good faith:

- I. If a debtor has had two or more previous chapter 7, 11, or 13 cases pending within the year preceding the new case which were dismissed for any reason. [§ 362(c)(3)(C)(i)(I)];
- II. If a debtor has had one such case had been pending within the previous year which was dismissed for (aa) failure to file or amend the petition or other required documents without substantial excuse, (bb) failure to provide adequate protection, or (cc) failure to perform the terms of a confirmed plan. [§ 362(c)(3)(C)(i)(II)(aa-cc)]; or
- III. If a debtor has had one such case pending within the previous year which was dismissed for any reason, and debtor has failed to demonstrate a "substantial change" in the debtor's financial affairs since the prior dismissal such that the court may conclude that the new case will lead to either a chapter 7 discharge or a confirmable chapter 11 or chapter 13 plan.

In addition, the presumption arises as to any specific creditor which had commenced a stay relief action in the previous case that was still pending as of the date of dismissal or which had been resolved by terminating, conditioning, or limiting the stay as to the actions of that creditor. § 362(c)(3)(C)(ii).

The presumption of bad faith may be rebutted by clear and convincing evidence. § 362(c)(3)(C). Under the clear and convincing standard, the evidence presented by the movant must "place in the ultimate factfinder an abiding conviction that the truth of its factual contentions are 'highly probable.' Factual contentions are highly probable if the evidence offered in support of them 'instantly tilt[s] the evidentiary scales in the affirmative when weighed against the evidence offered in opposition.'" *Emmert v. Taggart (In re Taggart)*, 548 B.R. 275, 288, n.11 (B.A.P. 9th Cir. 2016) (citations omitted) (vacated and remanded on other grounds by *Taggart v. Lorenzen*, 139 S. Ct. 1785 (2019)). If the presumption does not arise, the debtor needs to establish good faith by a preponderance of the evidence.

In this case, the presumption of bad faith arises. The subsequently filed case is presumed to be filed in bad faith as to all creditors because, while Debtor voluntarily dismissed his prior case, at the time he did so, the case was already set for dismissal for failure to file required documents, which is grounds for dismissal under § 362(c)(3)(C)(i)(II)(aa). Prior Case Doc. #93.

Debtor declares that the previous case was dismissed because he filed *pro se* on the advice of a foreclosure consulting company and did not fully understand the requirements or process well enough to seasonably prepare the documents not filed. Doc. #14. Debtor has retained counsel, Benny Barco of Barco Law, to represent him in the present case. *Id.*

In the present case, the *Chapter 13 Plan* dated March 23, 2026, provides for 60 monthly payments of \$2,505.00 with a 0% dividend to unsecured claims. Doc. #10. Debtor's *Schedules I* and *J* indicate that Debtor receives \$2,505.43 in monthly net income, which is sufficient for Debtor to afford the proposed plan payment. Doc. #8.

As Debtor filed neither Schedules nor a Plan in the prior case, the court is unable to tell whether there has been a material change in their financial circumstances, but it appears that the proposed plan is feasible.

Based on the moving papers and the record, the presumption appears to have been rebutted by clear and convincing evidence because Debtor is now represented by counsel and has filed Schedules indicating that he can fulfill his obligations under the Code. Debtor's petition appears to have been filed in good faith and the proposed plan does appear to be feasible.

This matter will be called and proceed as scheduled. In the absence of opposition at the hearing, this motion may be GRANTED. 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).

3. [25-10720](#)-B-13     **IN RE: DARON NUNN**  
[RSW-2](#)

MOTION TO MODIFY PLAN  
2-28-2026    [[72](#)]

DARON NUNN/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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.

Daron Nunn ("Debtor") moves for an order confirming the *Second Modified Chapter 13 Plan* dated February 28, 2026. Doc. #80. Debtor's current plan was confirmed on July 8, 2025. Doc. #34. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan but later withdrew the Objection. Docs. #80, #83.

The 60-month proposed plan modifies the prior plan as follows:

1. Debtor to pay an aggregate of \$23,350.00 through February 2026. Beginning March 2026, the monthly plan payment will increase from \$3,550.00 to \$3,620.00.
2. Section 2.06 is modified to provide that the monthly payment on Debtor's attorney's fees shall begin March 2026.
3. Section 2.07 is modified to provide that Class 1 secured creditor PHH mortgage/Deutsche Bank National Trust shall be paid a principal total of \$11,544.68 through February 2026. Regular monthly mortgage payments shall resume in March 2026 and all missed payments will be paid with late fees by month 60. Monthly payments of \$401.00 on the mortgage arrears shall begin in March 2026.
4. Section 2.07 is further modified to provide that Class 1 secured creditor Golden 1 Credit Union PHH shall be paid a principal total of \$10,023.13 through February 2026. Regular monthly vehicle payments shall resume in March 2026 and all missed payments paid with late fees by month 60. Monthly payments of \$150.00 on the arrears shall begin in March 2026.
5. The dividend to general unsecured creditors remains at 5%.
6. The plan is otherwise unchanged.

Compare Doc. #3 and Doc. #74.

Debtor avers that this modification is necessary because he fell behind on plan payments during a time when his work was "slow," but that it has since "picked up." Doc. #76 (Debtor's Declaration). This is confirmed by Debtor's *Amended Schedule I & J* dated February 17, 2026, which reflects a monthly net income of \$3,765.10, which is sufficient to meet the plan payments. Doc. #69.

No party in interest has objected, and the defaults of all non-responding parties in interest are entered. This motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

4. [25-14226](#)-B-13     **IN RE: CATHERINE THADEN**  
[RSW-2](#)

MOTION TO CONFIRM PLAN  
3-3-2026    [\[20\]](#)

CATHERINE THADEN/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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

DISPOSITION:     Continued to May 13, 2026, at 9:30 a.m.

ORDER:            The court will issue an order.

Catherin Traden ("Debtor") moves for an order confirming the *Chapter 13 Plan* dated March 3, 2026. Doc. #20. No plan has been confirmed so far. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. The proposed monthly plan payment is insufficient to complete plan payments and pay all creditors within 60 months. The monthly payments must increase to at least \$1,929.00 per month for the plan to be feasible.
2. Debtor has not filed motions for valuation of the collateral securing the Class 2(B) claims of One Main Financial Services and Cavalry SPVI, LLC.

Doc. #20.

This motion to confirm plan will be CONTINUED to **May 13, 2026, at 9:30 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or all objections to confirmation are withdrawn, the Debtor shall file and serve a written response to the objections no later than fourteen (14) days before the continued hearing date. The response shall specifically address each issue raised in the objection(s) to confirmation, state whether each issue is disputed or undisputed, and include admissible evidence to support the Debtor's position. Any replies shall be filed and served no later than seven (7) days prior to the hearing date.

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

5. [25-14148](#)-B-13     **IN RE: JESSE DILLON**  
[RSW-1](#)

MOTION TO VALUE COLLATERAL OF CARMAX AUTO FINANCE  
3-6-2026    [\[25\]](#)

JESSE DILLON/MV  
ROBERT WILLIAMS/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.

Jesse Dillon ("Debtor") moves for an order valuing a 2014 BMW X5 with approximately 85,000 miles ("Vehicle") at \$8,700.00 under 11 U.S.C. § 506(a). Doc. #25. Vehicle is encumbered by a purchase money security interest in favor CarMax Auto Finance ("CarMax" or "Creditor"). *Id.*

Debtor complied with Fed. R. Bankr. Pro. Rules 3012(b) and 7004(b)(3) by serving Creditor a copy of the motion by first-class mail to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process, in this case to "CarMax Business Services, LLC, Attn: President" and to "CSC - Lawyers Incorporating Service, Agent for Service of Process for 'CarMax,'" as well as to the address listed for CarMax in its proof of claim. Doc. #29; POC #1.

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

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

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

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

11 U.S.C. § 506(a) (2) states:

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

As an aside, the motion refers to the purchase loan having been executed more than 1 year before the filing date, which is the time limit given in the hanging paragraph for loans secured by collateral that are not vehicles purchased for personal use. See § 1325(a) (\*). This error is not fatal to the motion. Debtor borrowed money from Creditor to purchase Vehicle on or about April 7, 2023, which is more than 910 days preceding the petition date (December 14, 2025), so even under the longer time limit, the hanging paragraph applies, the elements of § 1325(a) (\*) are not met, and § 506 is applicable. See Doc. #27 (Decl. of Jesse Dillon); POC #1.

Debtor declares Vehicle has a replacement value of no more than \$8,700.00. doc. #27. This is a *higher* value than Creditor gives for the Vehicle, as the proof of claim gives a "Value of property" of only

\$7,975. POC #1. Debtor is competent to testify as to the value of the Vehicle. Given the absence of contrary evidence, the debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Creditor's secured claim will be fixed at \$8,700.00. The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

6. [25-25051](#)-B-13 **IN RE: JOELLE/DOMINIC DEGRANDE**  
[PGM-2](#)

MOTION TO CONFIRM PLAN  
3-4-2026 [[37](#)]

DOMINIC DEGRANDE/MV  
PETER MACALUSO/ATTY. FOR DBT.  
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled..

DISPOSITION: Granted.

ORDER: Order preparation to be determined at the hearing.

Joelle and Dominic Degrande ("Debtors") moves for an order confirming the *First Modified Chapter 13 Plan* dated March 4, 2026. Doc. #37. No plan has been confirmed so far. The proposed 60-month plan has the following terms:

1. Plan payments of \$760.00 per month for months 1-5 and \$1,030.00 for months 6-60.
2. Outstanding attorney's fees of \$9,000.00 to be paid through the plan.
3. Secured claims to receive treatment as follows:
  - a. Lakeview Mortgage (Class 2A) for "post fees." \$1,225.00 at 0.00% to be paid at \$35.00 per month.
  - b. West Lake Financial (Class 2A) for note on 2023 Acura Integra (PMSI). \$26,099.97 at 6.00% to be paid at \$630.00 per month.
  - c. Quantum3 Group (Class 2B) for HAVC unit (PMSI). \$18,391.66 claim. Value of \$3,525.00 at 6.00% to be paid at \$100.00 per month.
  - d. Lakeview Mortgage (Class 4). Mortgage on 1952 Acari Ave., Sacramento. \$3,437.50 per month to be paid directly by Debtors.
4. Priority unsecured claims estimated at \$9,863.67 to be paid in full.

5. Nonpriority unsecured claims estimated at \$205,224.85 to be paid a 0% dividend.

Doc #41.

Chapter 13 trustee David P. Cusick ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. Debtors cannot make the plan payments and do not appear able to comply with the plan or to complete plan payments.
2. Debtors receive high tax refunds and bonuses not included in their budget. Trustee argues that these amounts are disposable income that should be paid to creditors. Trustee asks for a plan provision that states: "Any tax refunds in excess of \$2,000.00 for each year for 2025 and subsequent years plus any bonuses will be remitted to the Trustee."

Doc. #45. On March 31, 2026, Debtors filed a Reply stating that all plan payments are current and that they agree to the proposed provision relating to tax refunds as outlined in Trustee's Response. Doc. #48.

Unless the Trustee withdraws the Objection, this matter will proceed as scheduled to determine whether all Objections are resolved. Based on the moving papers, the court is inclined to GRANT the motion. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed.

7. [26-10451](#)-B-13 **IN RE: IAN/KELLEY PAYNE**  
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG  
3-16-2026 [[17](#)]

ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION: Continued to May 13, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Ian and Kelley Payne ("Debtors") on February 2, 2026, on the following basis:

1. The plan proposes to pay Santander Consumer USA as a Class 2B claim, but Debtors have not yet filed a motion for valuation.
2. Debtors have not filed all required tax returns for 2023.

3. Trustee argues that, based on their combined monthly income, Debtors' monthly payment should increase by \$51.84 per month. Trustee also notes that \$4,901.00 in income from Home Supportive Services was not disclosed on Form 122C-1.
4. The 341 Meeting of Creditors has not been concluded. The continued meeting will be held on April 9, 2026.

Doc. #17.

This objection will be CONTINUED to **May 13, 2026, at 9:30 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

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

8. [26-10451](#)-B-13     **IN RE: IAN/KELLEY PAYNE**  
[SKI-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY SANTANDER CONSUMER USA  
INC.

3-3-2026    [[12](#)]

SANTANDER CONSUMER USA INC./MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION:     Overruled without prejudice.

ORDER:             The court will issue an order.

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

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 March 3, 2026 and set for hearing on April 8, 2026. Docs. ##12-13. March 3, 2026, is thirty-five (35) days before April 8, 2025. Therefore, this motion should have been set for hearing on 28 or more days of notice under LBR 9014-1(f)(1). Nevertheless, the Movant filed a Notice stating that the Objection was brought pursuant to LBR 9014-1(f)(2), and the notice provided no party in interest was required to file written objection to the motion and that any Opposition would be presented at the hearing. Doc. #13.

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 objection will be OVERRULED WITHOUT PREJUDICE.

9. [25-26754](#)-B-13     **IN RE: SHIRLEY ANDERSON**  
[DPC-2](#)

MOTION TO DISMISS CASE  
3-9-2026    [\[30\]](#)

DAVID CUSICK/MV  
MICHAEL HAYS/ATTY. FOR DBT.

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

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

DISPOSITION:     Denied without prejudice.

ORDER:             The court will issue an order.

On April 7, 2026, Shirley Anderson ("Debtor") filed a *Notice of Conversion to Case Pursuant to §1307(a) Under Chapter 7*. Doc. #34. Accordingly, the instant *Motion to Dismiss* is DENIED AS MOOT.

Prior to Debtor's conversion, Trustee's motion to dismiss was to be denied without prejudice for failure to comply with the Local Rules of Practice ("LBR").

LBR 9014-1(d) (3) (B) (i) states that the notice accompanying a motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice (Doc. #31) only directed that written opposition should be served upon the Chapter 13 Trustee. The United States Trustee should be included. Fed. R. Bankr. Proc. 9034(c).

Rule 4001(a) (1) requires contested matters 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. Rule 7004(g) allows service of a debtor's attorney under Rule 5, but Box 6B of the trustee's Certificate of Service (Doc. #33) is not checked to indicate that the appropriate parties were served in this manner, nor is Debtor's counsel listed on Attachment 6A1 of the Certificate of Service. *Id.* However, the docket for this case does indicate that Debtor's counsel was served electronically by the court, so any error in service to debtor's attorney is harmless in this case.

The certificate of service filed in connection with this motion used an older version of the court's Official Certificate of Service form (EDC Form 7-005, New 10/30/2024) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #33. The correct form can be accessed on the court's website.

10. [26-10456](#)-B-13     **IN RE: MATTHEW CRIPPEN**  
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG  
3-13-2026     [\[20\]](#)

LILIAN TSANG/MV

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

DISPOSITION:     Continued to May 13, 2026, at 9:30 a.m.

ORDER:     The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed Matthew Crippen ("Debtor") on February 2, 2026, on the following basis:

1. Debtor has not scheduled all debts as required by § 521(a). Specifically, a debt of \$440.12 was not listed on Schedule E/F.

2. Debtor has failed to file the required business income/expense attachment for Schedule I at line 8a.
3. The Statement of Financial Affairs must be amended, as Line 4 was not completed.
4. The 341 Meeting of Creditors was not concluded. The continued meeting is scheduled for April 23, 2026. Also, Debtor has any of the required documents listed in the motion.

Doc. #20.

This objection will be CONTINUED to May 13, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

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

11. [26-10458](#)-B-13     **IN RE: FRED A SLEDGEGLOVER**  
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG  
3-12-2026    [\[13\]](#)

LILIAN TSANG/MV  
BRIAN HADDIX/ATTY. FOR DBT.

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

DISPOSITION:     Continued to May 13, 2026, at 9:30 a.m.

ORDER:             The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Freda Sledgeloover ("Debtor") on February 2, 2026, on the following basis:

1. The plan proposes to pay Springlight Financial as a Class 2B claim, but Debtors have not yet filed a motion for valuation.

Doc. #13.

This objection will be CONTINUED to May 13, 2026, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

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

12. [25-25959](#)-B-13     **IN RE: RELEASE CHEEK  
CYB-1**

CONTINUED MOTION TO CONFIRM PLAN  
1-28-2026    [[27](#)]

RELEASE CHEEK/MV  
CANDACE BROOKS/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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

DISPOSITION:     Denied as moot.

ORDER:            The court will prepare the order.

On March 31, 2026, Release Cheek ("Debtor") filed her *Second Modified Chapter 13 Plan*. Doc. #50. Accordingly, this *Motion for Confirmation* of her First Modified Chapter 13 Plan dated January 28, 2026, is DENIED AS MOOT.

13. [25-25664](#)-B-13     **IN RE: MICHAEL/MICHELLE MAHER**  
[MOH-1](#)

MOTION TO CONFIRM PLAN  
12-22-2025    [[28](#)]

MICHELLE MAHER/MV  
MICHAEL HAYS/ATTY. FOR DBT.  
CONT'D FROM 2/24/26 WITHOUT ORDER;  
MOTION DENIED BY JUDGE CLEMENT ON 2/27/26

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

DISPOSITION:     Dropped from the calendar.

No order is required.

On February 27, 2026, prior to this case's transfer to the undersigned judge, Judge Frederick E. Clement issued an order denying the instant motion. Doc. #47. It is unclear why the matter remained on the docket in light of the entry of the order. Regardless, this matter will be DROPPED from the calendar.

14. [25-26765](#)-B-13     **IN RE: JONATHAN JACOBS**  
[PRK-1](#)

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY  
1-23-2026    [[47](#)]

THE BLUE BIRD COMPANY, LLC/MV  
RICHARD HALL/ATTY. FOR DBT.  
PAUL KRAFT/ATTY. FOR MV.  
RESPONSIVE PLEADING

TENTATIVE RULING:     Hearing in this matter will proceed as scheduled.

DISPOSITION:     Denied without prejudice.

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

This matter was originally heard by Judge Frederick Clement. The case was subsequently transferred to the undersigned.

The Blue Bird Company, LLC ("Bluebird" or "Movant") moves for relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) as to property located at 174 Treasurton Street, Colfax, Placer County, California 95713 ("the Property"). Doc. #47 *et seq.* Movant

also requests waiver of the 14-day stay of Fed. R. Bankr. P. ("Rule") 4001(a)(3). *Id.* Jonathan Jacops ("Debtor") opposes. Doc. #47.

The parties do not seem to disagree on the basic facts. The Property was subject to a foreclosure sale at which Blue Bird was the prevailing bidder. Doc. #49 (Decl. of Chris Baldivid); see also Doc. #60 ("Movant acquired the Subject Property at a foreclosure sale prior to the petition date"). A *Notice to Quit* was served on Debtor on September 25, 2025, which *inter alia* advised Debtor that Movant had purchased the Property and perfected title and demanded that Debtor quit the premises. Doc. #50 (Exhibit B).

On October 3, 2025, Blue Bird filed a Complaint for Unlawful Detainer in the Placer County, California Superior Court. *Id.* (Exhibit C). On November 12, 2025, Debtor filed an Answer to the Complaint, though the only basis he offered in defense against unlawful detainer was that he suffers from mental illness, that the Property was sold for unpaid electric bills through an HOA, and that Blue Bird purchased the Property for \$31,043.00 which Debtor estimates to be about 9% of the value of a home which Debtor asserts had \$350,000.00 in equity. *Id.* (Exhibit D). Debtor's Answer is supported by a letter from Robert F. Nordman, PA-C, wherein Nordman, who purports to be treating Debtor for schizoaffective disorder, bipolar and anxiety. *Id.*

Hearing on the Unlawful Detainer action was set for December 2, 2025. Debtor filed for Chapter 13 on December 1, 2025, thus invoking the automatic stay before an unlawful detainer judgment or a writ of possession could be entered.

Movant filed this motion for stay relief on January 23, 2026, with a hearing scheduled for February 24, 2026. Docs. ##47-48. Judge Clement continued the matter to April 8, 2026. Doc. #64. Judge Clement also ordered Movant to augment the record with a brief on issues raised in this matter involving California Civil Code § 2924m and *In re Garcia*, 2026 WL 280512 (B.A.P. 9th Circ. 2026). *Id.* The case was subsequently transferred to the undersigned. Docket generally.

On March 6, 2026, Movant filed a Support Document that outlined its position vis a vis the legal issues alluded to by Judge Clement. Doc. #71. On March 19, 2026, Debtor responded to the Support document and presented arguments that § 2924m and *In re Garcia* support denial of the motion. Doc. #73.

This is a close case, but in the court's view, Movant has the burden of proof that some cause exists which has not been met. The exhibits that accompany the motion consist of (1) the Trustee's Deed Upon Sale, (2) the Notice to Quit, (3) the Summons and Complaint for Unlawful Detainer, and (d) Debtor's Answer in Unlawful Detainer. Doc. #50. Absent from the exhibits are any documents pertaining to the foreclosure sale and the events that led up to it. Also, absent is any proof that the requirements of Cal. Civ Code sec. 2924m were met.

The Trustee's Deed Upon Sale states that the conveyance was made pursuant to the powers granted to Mink Creek of Colfax Homeowners Association ("the HOA"). Doc. #50, pg. 2. This document asserts that "[a]ll requirements of law regarding the mailing of copies of notices, the personal delivery of the copy of the Notice of Default and Election to Sell, and the posting and publication of the Notice of Trustee's Sale have been complied with." *Id.*

Unfortunately for Movant, that boilerplate language buried in an exhibit is not sufficient to prove to the court's satisfaction that the HOA's notice to Debtor satisfied the applicable notice requirements for non-judicial foreclosures, most notably Debtor's right of redemption within 90 days after the foreclosure sale.

(b) A nonjudicial foreclosure by an association to collect upon a debt for delinquent assessments shall be subject to a right of redemption. The redemption period within which the separate interest may be redeemed from a foreclosure sale under this paragraph ends 90 days after the sale. In addition to the requirements of Section 2924f, a notice of sale in connection with an association's foreclosure of a separate interest in a common interest development **shall include** a statement that the property is being sold subject to the right of redemption created in this section.

Cal. Civ. Code § 5715(b) (emphasis added). In the court's view, Movant must demonstrate through admissible evidence this mandatory language provision was included in the HOA's notice of default. As noted above, other than stating the time involved in recording the Trustee's Deed, neither party provided proof of compliance with Cal. Civ. Code 2924m. Of course, Debtor has not addressed this matter either, and neither party has presented an analysis of the relationship between foreclosure of the HOA liens and regular non-judicial foreclosures. But the burden on proving that point is on Movant, and it has not been met.

The court knows that sec 362(g) requires movant here to show Debtor's equity in the property and Debtor has the burden of proof on all other issues. Here, movant presumes lack of equity without establishing a colorable claim to the Property by establishing compliance with statutory procedures under the Civil Code.

Hearing in this matter will proceed as scheduled. For the foregoing reasons, the court is inclined to DENY this motion without prejudice.

15. [23-23872](#)-B-13     **IN RE: BRENDA/NAI SAEPHANH**  
[SMJ-2](#)

MOTION TO MODIFY PLAN  
2-27-2026    [\[59\]](#)

NAI SAEPHANH/MV  
SCOTT JOHNSON/ATTY. FOR DBT.  
RESPONSIVE PLEADING

TENTATIVE RULING:       Hearing in this matter will proceed as scheduled.

DISPOSITION:             Granted.

ORDER:                    Order preparation to be determined at the  
                              hearing.

Brenda Muey Saephanh and Nai Sio Saephanh ("Debtors") move for an order confirming the *Chapter 13 Plan* dated February 27, 2026. Doc. #59. The current plan was confirmed on April 8, 2024, in an order entered by Judge Clement. Doc. #29. The case was subsequently transferred to the undersigned. The Amended Plan proposes the following terms:

1. The plan remains a 60-month plan
2. Debtors to pay an aggregate of \$68,137.50 through January 2026. Starting February 2026, the plan payment will change to \$3,000.00 per month.
3. Section 7.02 The \$,1829.58 prepetition arrearage asserted in Claim 10-1 filed by Class 4 creditor PennyMac Loan Services, LLC, on account of an alleged escrow shortage shall be treated as a post-petition projected escrow shortage to be collected by creditor as allowed under applicable non-bankruptcy law.
4. Administrative expenses to increase to \$116.98 per month commencing January 2026.
5. The two Class 2(A) claims have been paid in full as of December 2025.
6. The dividend to unsecured creditors on claims estimated at \$283,191.54 will be reduced to 14%.
7. The plan is otherwise unchanged.

*Compare Doc. #3 and #62.*

Chapter 13 trustee David Cusick ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. No Supplemental Schedules I & J have been filed to support the motion.

Doc. #64. The court notes that Debtors filed an Amended Schedule I & J on April 2, 2026, stating that their monthly net income is \$3,024.70, which is adequate to make monthly plan payments. Doc. #67.

If the Trustee does not withdraw the Objection, this matter will proceed as scheduled to determine if Trustee's Objections have been resolved. The court is inclined to GRANT this motion. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed.

16. [25-23174](#)-B-13     **IN RE: NIKKI BRAKE**  
[DPC-3](#)

MOTION TO DISMISS CASE  
3-9-2026    [[55](#)]

DAVID CUSICK/MV  
JOSHUA STERNBERG/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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

DISPOSITION:         Denied without prejudice.

ORDER:                The court will issue an order.

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

LBR 9014-1(d)(3)(B)(i) states that the notice accompanying a motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice (Doc. #56) only directed that written opposition should be served upon the Chapter 13 Trustee. The United States Trustee should be included. Fed. R. Bankr. Proc. 9034(c).

Rule 4001(a)(1) requires contested matters 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. Rule 7004(g) allows service of a debtor's attorney under Rule 5, but Box 6B of the trustee's Certificate of Service (Doc. #58) is not checked to indicate that the appropriate parties were served in this manner, nor is Debtor's counsel listed on Attachment 6A1 of the Certificate of Service. *Id.* However, the docket for this case does indicate that Debtor's counsel was served electronically by the court, so any error in service to debtor's attorney is harmless in this case.

The certificate of service filed in connection with this motion used an older version of the court's Official Certificate of Service form (EDC Form 7-005, New 10/30/2024) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #58. The correct form can be accessed on the court's website.

17. [25-14275](#)-B-13     **IN RE: EDITH SELLERS**

[LGT-2](#)

MOTION TO DISMISS CASE  
3-4-2026    [[22](#)]

LILIAN TSANG/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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

DISPOSITION:        Withdrawn.

NO ORDER REQUIRED

The chapter 13 trustee withdrew this motion on March 30, 2026.  
Doc. #31. Accordingly, this matter will be taken off calendar pursuant  
to the trustee's withdrawal.

18. [25-14279](#)-B-13     **IN RE: FRANCISCO SALCEDO**

[LGT-2](#)

MOTION TO DISMISS CASE  
3-4-2026    [[25](#)]

LILIAN TSANG/MV  
STEPHEN LABIAK/ATTY. FOR DBT.  
DISMISSED 3/17/26

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

DISPOSITION:        Denied as moot.

ORDER:               The court will issue an order.

An order dismissing this case was already entered on March 17, 2026.  
Doc. #35. The motion will be DENIED AS MOOT.

11:00 AM

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

FINAL STATUS CONFERENCE RE: MOTION TO DISMISS CASE  
7-28-2025 [[33](#)]

DINAH PARLAN/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
ANERIO ALTMAN/ATTY. FOR MV.

NO RULING.

2. [24-13719](#)-B-7 **IN RE: B & B AGRI SERVICES INC.**  
[25-1032](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT  
7-22-2025 [[1](#)]

VETTER V. PARLAN  
D. GARDNER/ATTY. FOR PL.

NO RULING.

3. [24-13719](#)-B-7 **IN RE: B & B AGRI SERVICES INC.**  
[25-1033](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT  
7-22-2025 [[1](#)]

VETTER V. PARLAN  
D. GARDNER/ATTY. FOR PL.

NO RULING.

4. [26-10189](#)-B-7    **IN RE: MAC ARTEAGA**  
[26-1003](#)    [CAE-1](#)

STATUS CONFERENCE RE: COMPLAINT  
2-9-2026    [1]

ARTEAGA V. U.S. DEPARTMENT OF  
EDUCATION ET AL

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

DISPOSITION:    Concluded and dropped from the calendar.

ORDER;    The court will prepare the order.

On February 9, 2026, Mac Arteaga ("Debtor" or "Plaintiff") initiated this adversary proceeding against the U.S. Department of Education ("DOE") and Aidvantage, a private student loan provider, seeking to have his student loans discharged. Doc. #1. The most recent summons to issue was dated February 4, 2026, and Plaintiff filed a Certificate of Service on March 6, 2026, attesting that he had mailed a copy of the Complaint to all parties in interest. Doc. #8.

However, while it appears that the DOE has been effectively served, service to Aidvantage was made solely to its post office box address. *Id.*

Aidvantage is a corporation. Service on corporations is governed by Rule 7004(b)(3) and can be accomplished by mailing a copy of the pleadings to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process, and if required by statute, by also mailing a copy to the defendant. Fed. R. Bankr. P. 7004(b)(3).

Here, Debtor apparently sent copy of the pleadings to Aidvantage at its place of business, but not to the attention of any officer, nor to a managing or general agent, nor to any other entity authorized to receive service of process under Rule 7004(b)(3). Accordingly, service of Aidvantage was not properly obtained.

This matter will be CONCLUDED and DROPPED from the calendar. Plaintiff shall have a reissued summons issued and properly serve Aidvantage in a manner consistent with Rule 7004(b)(3).

5. [25-13792](#)-B-7    **IN RE: PETE/JENNIFER KENNEDY**  
[26-1005](#)    [CAE-1](#)

STATUS CONFERENCE RE: COMPLAINT  
2-10-2026    [[1](#)]

DANA V. KENNEDY ET AL  
REISSUED SUMMONS FOR 5/20/26

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

DISPOSITION:    Concluded and dropped from the calendar.

ORDER;    The court will prepare the order.

On March 25, 2026, a summons was reissued in this adversary proceeding with a Status Conference set for May 20, 2026, at 11:00 a.m. Doc. #12. Accordingly, this Status Conference will be DROPPED from the calendar.

6. [24-13719](#)-B-7    **IN RE: B & B AGRI SERVICES INC.**  
[GG-1](#)

MOTION TO COMPEL AND/OR MOTION FOR EXAMINATION AND FOR  
PRODUCTION OF DOCUMENTS  
4-1-2026    [[92](#)]

DINAH PARLAN/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
ANERIO ALTMAN/ATTY. FOR MV.  
OST 4/3/26

NO RULING.