



**UNITED STATES BANKRUPTCY COURT  
Eastern District of California  
Honorable René Lastreto II  
Department B - Courtroom #13  
Fresno, California  
Hearing Date: Tuesday, April 14, 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. [20-10809](#)-B-11     **IN RE: STEPHEN SLOAN**  
[WF-41](#)

MOTION FOR AN ORDER TO DISTRIBUTE FUNDS TO SANDTON CREDIT  
SOLUTIONS MASTER FUND IV, LP  
3-17-2026     [[902](#)]

TERRENCE LONG/MV  
PETER FEAR/ATTY. FOR DBT.  
DANIEL EGAN/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.

Terence J. Long ("Long" or "the Plan Administrator") the duly appointed Plan Administrator in the above-captioned Chapter 11 case, hereby moves for an order, pursuant to Bankruptcy Code sections 363(b)(1) and 1142(b) authorizing him to distribute the net sales proceeds from the sale of Merced Falls Ranch, Los Banos, CA, APN 078-140-005 and 078-140-017 (collectively, "Merced Falls Ranch") in the amount of \$2,887,6441 to Sandton Credit Solutions Master Fund IV, LP. ("Sandton"). Doc. #902 *et seq.* The debtor is Stephen William Sloan ("Sloan" or "Debtor").

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.

Except where otherwise noted, the facts below are drawn from Long's Declaration (Doc. #904). Debtor filed this Chapter 11 Case on March 2, 2020. Doc. #1. The Chapter 11 Plan ("the Plan") was confirmed on February 7, 2022. Doc. #483.

Long identifies several sections of the plan directing him to sell certain real property owned by Debtor, including the Merced Falls Ranch. The Plan classifies Sandton's claim as a Class 1.1 Claim and specifies that the Merced Falls Ranch shall be sold and the proceeds used to pay Sandton's claim. Doc. #405. After obtaining court approval (Doc. #894), Long successfully sold the estate's interest in the Merced Falls Ranch for \$2,960,088.00. Long, who is a C.P.A., declares that, after accounting for taxes and other post-closing obligations, the net proceeds which can be used to pay Sandton's claim come to \$2,887,644.00. However, the moving papers elsewhere suggest that if the capital gains owed on the sale are less than originally projected, there may be a surplusage. Long requests authority to distribute any such surplus to Sandton as well

11 U.S.C. § 363(b)(1) provides that "the trustee, after notice and a hearing, may use..., other than in the ordinary course of business, property of the estate." 11 U.S.C. § 1142(b) provides that "[t]he court may direct the debtor and any other necessary party ... to perform any other act, including the satisfaction of any lien, that is necessary for the consummation of the plan."

Through this motion, the Plan Administrator seeks to effectuate the consummation of the Plan by complying with the terms of the confirmed plan. No party in interest opposes this motion. The motion is GRANTED. The Plan Administrator is authorized to distribute \$2,887,644.00 to Sandton

Furthermore, if the capital gains owed on the sale prove to be less than anticipated, resulting in greater net proceeds, the Plan Administrator is authorized to pay up to \$10,000.00 from any surplus to Sandton. For any surplus greater than that, the Plan Administrator must seek court approval through a supplemental motion before distributing any additional funds to Sandton.

2. [20-10809](#)-B-11     **IN RE: STEPHEN SLOAN**  
[WF-42](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF WILKE FLEURY  
LLP FOR JASON G. ELDRED, TRUSTEES ATTORNEY(S)  
3-17-2026    [[907](#)]

PETER FEAR/ATTY. FOR DBT.  
JASON ELDRED/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.

Daniel Egan ("Egan") on behalf of Wilke Fleury LLP ("Applicant"),  
counsel for Chapter 11 Plan Administrator Terence J. Long  
("Administrator") in the above-styled Chapter 11 case, comes before  
the court on Applicant's *Sixth Interim Application for Fees And*  
*Expenses* pursuant to 11 U.S.C. § 331. Doc. #907 et seq. The  
Application requests attorney fees in the amount of \$41,615.00, plus  
expenses in the amount of \$2,912.46. Id.

This is the Sixth Interim Application brought by this Applicant, and  
it covers services rendered from October 1, 2025, through February 28,  
2026. Id. Included with the Application is a Declaration signed by the  
Administrator evincing his consent to this fee application. Doc. #911.

Applicant's employment was approved by an order of the court dated  
October 21, 2022. Doc. #573. This court previously awarded fees and  
expenses as follows:

<b>Application</b>	<b>Date</b>	<b>Fees</b>	<b>Expenses</b>	<b>Docket</b>
First	October 18, 2023	\$61,248.50	\$7.05	#617
Second	July 17, 2024	\$70,083.50	\$1,433.03	#714
Third	November 1, 2024	\$71,191.00	\$3,439.00	#783
Fourth	May 5, 2025	\$38,665.50	\$886.23	#847
Fifth	November 13, 2025	\$32,735.50	\$571.31	\$861

Docket generally.

This motion was set for hearing on 28 days' notice as required by  
Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR  
9014-1(f)(1)(B), the failure of any party in interest (including but  
not limited to creditors, the debtor, the U.S. Trustee, or any other  
properly-served party in interest) to file written opposition at least  
14 days prior to the hearing may be deemed a waiver of any such  
opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46  
F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion,

the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

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

The Application is accompanied by: (a) a Declaration from Egan, (b) a statement of consent to the fees by the Plan Administrator, and (c) exhibits consisting of a copy of the order approving Applicant's employment, Applicant's invoice, and biographies of Applicant's counsel working on this case. Docs. ##909-911. In addition, the motion included a narrative summary of the services provided in this case and a summary of the work performed and the expenses incurred. Doc. #907.

The moving papers indicate that Applicant incurred **80.20** hours of legal fees as follows:

<b>Attorneys</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Fees</b>
Daniel Egan (2025)	\$565.00	17.70	\$10,000.50
Daniel Egan (2025/2026)	\$595.00	28.40	\$16,898.00
Jason Eldred (2026)	\$450.00	18.70	\$8,415.00
Jason Eldred (2025)	\$420.00	14.50	\$6,090.00
Stephanie M. Douglas	\$235.00	.90	\$211.50
<b>Total</b>		<b>80.2</b>	<b>\$41,615.00</b>

Docs. #907, #910 (Exh. B). Applicant also incurred expenses as follows:

Attorney Travel	\$538.94
Postage	\$981.92
Photocopies	\$1,344.60
Certified Copies	\$47.00
<b>Total</b>	<b>\$2,912.46</b>

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

The services provided by the Applicant described above and the expenses incurred were fully detailed in the exhibits accompanying the Application and have been reviewed by the court, which finds them to be reasonable, actual, and necessary. The legal work performed included but was not limited to: administration; asset analysis and recovery/disposition; and fee/employment applications. Docs. #907. #910. The court finds these services were actual and necessary to the estate, and the fees are reasonable and consistent with § 326(a).

No party in interest has opposed the motion, which will be GRANTED. Applicant will be awarded **\$41,615.00** in fees and **\$2,912.46** for expenses for a total award on this Application of **\$41,906.46**. *Id.* The Administrator is authorized to pay the allowed fees and expenses from property of the estate as such funds become available.

3. [20-10809](#)-B-11 **IN RE: STEPHEN SLOAN**  
[WF-43](#)

MOTION FOR COMPENSATION FOR TERENCE J. LONG, OTHER PROFESSIONAL(S)  
3-17-2026 [[913](#)]

TERRENCE LONG/MV  
PETER FEAR/ATTY. FOR DBT.  
DANIEL EGAN/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: The moving party will prepare the order in conformance with the opinion below.

Chapter 11 Plan Administrator Terence J. Long ("Applicant") in the above-styled Chapter 11 case, comes before the court on Applicant's Sixth Interim Application for Fees And Expenses Pursuant to 11 U.S.C. § 331. Doc. #914 *et seq.* The Application requests attorney fees in the amount of **\$12,829.20** and expense reimbursement in the amount of **\$87.84**, for a total award of **\$12,917.04**. *Id.*

The court confirmed Applicant as the Plan Administrator in this case in an order dated February 2, 2022. Doc. #483. This court previously granted Applicant's first interim application on October 18, 2023, awarding Applicant \$38,391.50 in fees and \$0.00 in costs. Doc. #618. The court granted Applicant's second interim application on July 17, 2024, awarding Applicant \$27,868.75 in fees and \$20.77 in costs. Doc. #715. The court granted Applicant's third interim application on October 29, 2024, awarding Applicant \$20,371.75 in fees and \$59.75 in costs. Doc. #775. The court granted Applicant's fourth interim application on May 5, 2025, awarding Applicant \$9,653.00 in fees and \$0.00 in costs. Doc. #848. The court granted Applicant's fifth interim

application on December 29, 2025, awarding \$13,774.50 in fees and \$18.90 in costs. Doc. #881.

This Application covers services rendered from November 1, 2025, through February 28, 2026. Doc. #913 et seq. Included with the Application is a Declaration signed by the Administrator evincing his consent to this fee application. Doc. #916. Applicant included billing records indicating that he billed for 53.01 hours, most at a rate of \$245.00 per hour, though he billed only \$137.50 per hour related to business travel. Doc. #916. Applicant also incurred expenses in the amount of \$87.84, which consists of travel reimbursement. *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.

The Application is accompanied by: (a) exhibits containing an invoice dated March 3, 2026, and a summary of fees by category and (b) a declaration from the Plan Administrator. Docs. ##915-916.

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

The services provided by the Applicant described above and the expenses incurred were fully detailed in the exhibits accompanying the Application and have been reviewed by the court, which finds them to be reasonable, actual, and necessary. The work performed included but was not limited to: case administration; asset disposition; meetings

and communications with creditors; fee/employment applications; and non-working travel. Doc. #916. The court finds these services were actual and necessary to the estate, and the fees are reasonable and consistent with § 326(a).

No party in interest has responded in opposition. This motion will be GRANTED. Applicant will be awarded \$12,829.20 in fees and \$87.84 in expenses on an interim basis. The Administrator is authorized to pay the allowed fees and expenses from property of the estate as such funds become available.

4. [26-10721](#)-B-11     **IN RE: SRAN VINEYARDS, LLC**  
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION  
2-23-2026    [[1](#)]

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

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

DISPOSITION:     Concluded and dropped from the calendar.

No order is required.

On April 3, 2026, an order dismissing this case was entered due to Debtor's failure to timely file documents needed for commencement of a bankruptcy case. Doc. #24. Accordingly, this Status Conference is CONCLUDED and will be DROPPED from the calendar.

5. [26-10726](#)-B-11     **IN RE: PUP II, LLC**  
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION  
2-24-2026    [[1](#)]

JOEL WINTER/ATTY. FOR DBT.  
DISMISSED 3/24/26

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

DISPOSITION:     Concluded and dropped from the calendar.

No order is required.

On March 24, 2026, an order dismissing this case was entered due to Debtor's failure to timely file documents needed for commencement of a bankruptcy case. Doc. #21. Accordingly, this Status Conference is CONCLUDED and will be DROPPED from the calendar.

6. [25-12231](#)-B-11     **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**  
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION  
7-1-2025    [1]

HAGOP BEDOYAN/ATTY. FOR DBT.

NO RULING.

7. [26-10743](#)-B-11     **IN RE: C & S MARKET RESEARCH LLC**  
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION  
2-25-2026    [1]

MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

8. [26-10743](#)-B-11     **IN RE: C & S MARKET RESEARCH LLC**  
[MJB-2](#)

MOTION TO EMPLOY MICHAEL JAY BERGER AS ATTORNEY(S)  
3-16-2026    [15]

C & S MARKET RESEARCH LLC/MV  
MICHAEL BERGER/ATTY. FOR DBT.

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

DISPOSITION:     Denied without prejudice.

ORDER:            The court will prepare the 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 16, 2026, and set for hearing on April 15, 2026. Docs. ##15-21. March 16, 2026, is thirty (30) days before April 15, 2025. Therefore, this motion was set for hearing on 28 or more days of notice under LBR 9014-1(f)(1). Nevertheless, the notice provided:

Pursuant to Local Rule 9014-1(f)(2), for Motions filed on less than 28 days' notice, but at least [sic] 14 days' notice, no written opposition is necessary, and that any opposition to the Motion, if any shall 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. #16. 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.

9. [25-26371](#)-B-11     **IN RE: SCRIPPS TWO, LLC**  
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION  
11-12-2025    [1]

GABRIEL LIBERMAN/ATTY. FOR DBT.

NO RULING.

10. [26-10978](#)-B-11     **IN RE: HRONIS, INC.**  
[SE-14](#)

MOTION FOR ORDER ESTABLISHING EXCLUSIVE PROCEDURES AND BAR  
DATE FOR THE ASSERTION, RESOLUTION AND SATISFACTION OF  
PREPETITION CLAIMS ARISING UNDER SECTION 5(C) OF THE  
PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930  
3-30-2026    [\[140\]](#)

HRONIS, INC./MV  
ZEV SHECHTMAN/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  
determined at the hearing.

Hronis, Inc., a California corporation, the debtor in possession in  
the above-captioned case ("Hronis, Inc." or "Movant") and its  
affiliated debtors (collectively with Hronis, Inc., the "Debtors")  
move for an order establishing exclusive procedures and a bar date for  
the treatment of prepetition claims arising under the Perishable  
Agricultural Commodities Act of 1930 (as amended, modified or  
supplemented from time to time) ("PACA"). Doc. #140.

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.

Movant explains the significance of PACA to this bankruptcy case  
thusly:

Congress enacted PACA to regulate the sale of "perishable  
agricultural commodities." 7 U.S.C. § 499a; see *Endico  
Potatoes, Inc. v. CIT Group/Factoring*, 67 F.3d 1063, 1067  
(2d Cir. 1995). Under PACA, the term "perishable  
agricultural commodity" is generally defined as "fruits and  
fresh vegetables of every kind and character" "whether or  
not frozen or packed in ice." 7 U.S.C. § 499a(b)(4). PACA  
provides various protections to fresh fruit and vegetable  
sellers, including the establishment of a statutory  
constructive trust (a "PACA Trust"), consisting of a

purchaser's entire inventory of food or other derivatives of perishable agricultural commodities, the products derived therefrom and the proceeds related to any sale of the commodities or products (collectively, the "PACA Trust Assets"). See 7 U.S.C. § 499e(c)(2). If a party establishes an interest in the PACA Trust, the proceeds of such PACA Trust are not property of the bankruptcy estate. *In re San Joaquin Food Serv., Inc.*, 958 F.2d 938, 939 (9th Cir. 1992).

Doc. #142 (Movant's Memorandum of Authorities).

PACA's trust provision gives the unpaid supplier an interest in the trust superior to the interest of any other lien or secured creditor. A dealer ... must hold all assets in trust until full payment of the sums owed in connection with transactions in perishable agricultural commodities has been received by the unpaid suppliers, sellers or agents.

*"r" Best Prod. v. 646 Corp.*, 2002 U.S. Dist. LEXIS 21134, at \*3 (S.D.N.Y. Oct. 29, 2002).

Because the agricultural products farmed and shipped by Debtors (principally grapes) are perishable and because the Debtors seek by other motions an expeditious sale of substantially all Debtors' assets, Debtors seek to "streamline" the process for resolving potential PACA claims. Doc. #140. Accordingly, Debtors bring this motion in order to establish procedures to (i) promptly identify those claimants holding valid PACA Trust claims, (ii) review and analyze such asserted claims; (iii) resolve disputed PACA Claims; and (iv) satisfy valid PACA claims in compliance with applicable law. *Id.*

In the interests of brevity, the court will not restate the proposed procedures here, but they are fully outlined in the Proposed Order, Notice of PACA Procedures, and the PACA Claim Form provided as Exhibits accompanying this motion. Doc. #144. These proposed procedures appear to be reasonable in the court's eye.

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

11:00 AM

1. [26-10449](#)-B-7     **IN RE: KATHLEEN ANDERSEN**

PRO SE REAFFIRMATION AGREEMENT WITH PACIFIC SERVICE CREDIT UNION  
3-26-2026    [[14](#)]

LAYNE HAYDEN/ATTY. FOR DBT.

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

DISPOSITION:     Denied.

ORDER:            The court will issue an order.

No appearance is necessary.

A Reaffirmation Agreement between Kathleen Anderson ("Debtor") and Pacific Service Credit Union for a 2021 Honda CR-V was filed on March 26, 2026. Doc. #14.

Debtor was represented by counsel when Debtor 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.

Rule 4008(a) states, in relevant part, that "[a] reaffirmation agreement shall be accompanied by a cover sheet, prepared as prescribed by the appropriate Official Form." Fed. R. Bankr. Pro. 4008(a). Here, Section 6 of the Cover Sheet is incomplete.

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

There is no presumption of undue hardship because the lender is a credit union. But the evidence submitted by the Debtor shows a negative monthly expense deficit. Though the court does not presume reaffirmation is an undue hardship, the amount of the monthly deficit is substantial evidence of undue hardship without the presumption. It also is evident that this reaffirmation agreement is not in this Debtor's best interest.

2. [26-10559](#)-B-7     **IN RE: JAZZMINE LAFOND**

PRO SE REAFFIRMATION AGREEMENT WITH PACIFIC SERVICE CREDIT UNION  
3-26-2026    [\[12\]](#)

LAYNE HAYDEN/ATTY. FOR DBT.

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

DISPOSITION:     Denied.

ORDER:            The court will issue an order.

No appearance is necessary.

A Reaffirmation Agreement between Jazzmine Lafond ("Debtor") and Pacific Service Credit Union for a 2020 Lexus GX460 was filed on March 26, 2026. Doc. #12.

Debtor was represented by counsel when Debtor 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.

Rule 4008(a) states, in relevant part, that "[a] reaffirmation agreement shall be accompanied by a cover sheet, prepared as prescribed by the appropriate Official Form." Fed. R. Bankr. Pro. 4008(a). Here, Section 6 of the Cover Sheet is incomplete.

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

There is no presumption of undue hardship because the lender is a credit union. But the evidence submitted by the Debtor shows a negative monthly expense deficit. Though the court does not presume reaffirmation is an undue hardship, the amount of the monthly deficit is substantial evidence of undue hardship without the presumption. It also is evident that this reaffirmation agreement is not in this Debtor's best interest.

1:30 PM

1. [22-11403](#)-B-7 **IN RE: STANFORD CHOPPING, INC.**  
[PA-6](#)

MOTION TO AMEND ORDER ON MOTION TO EMPLOY , MOTION FOR  
COMPENSATION BY THE LAW OFFICE OF PINO & ASSOCIATES FOR  
ESTELA O. PINO, TRUSTEES ATTORNEY(S)  
3-17-2026 [[184](#)]

DAVID JOHNSTON/ATTY. FOR DBT.  
ESTELA PINO/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.

Pino & Associates ("Applicant" or "Pino") counsel for Lisa Holder,  
Chapter 7 Trustee in the above-styled case ("Trustee" or "Holder"),  
has filed this *Motion to Amend Employment Order and for First and  
Final Compensation of Pino & Associates*. Doc. #184. This is  
Applicant's first and final fee application. The debtor in this case  
is Stanford Chopping, Inc. ("Debtor"). Doc. #1.

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

No party in interest timely filed written opposition, and the default  
of all non-responding parties is entered. This motion will be GRANTED.

Debtor filed for Chapter 11 on August 17, 2022, and the case was  
converted to Chapter 7 on October 18, 2022, with Holder appointed as  
Trustee. Doc. #1, Doc. #56. On November 22, 2022, the Trustee filed an  
application seeking an order authorizing Applicant's employment at an

hourly fee rate. Doc. #69. The court approved that application on November 30, 2022 ("the Employment Order"). Doc. #76. Applicant subsequently represented Trustee in two adversary proceedings in addition to other matters germane to this case. Doc. #186 (Decl. of Lisa Holder). The adversary proceedings have been closed after settlements which recovered \$109,500.00 for the benefit of the Chapter 7 estate. *Id.*

While the court's order authorizing Applicant's employment called for compensation at an hourly rate, by this motion, Applicant and Trustee seek to amend the employment order so that Applicant will instead receive a contingency fee award of \$43,800.00 for all services rendered in this bankruptcy case, plus an expense reimbursement in the amount of \$3,018.87. *Id.* This sum represents 40% of the \$109,500.00 recovered for the estate in the adversary proceedings. Doc. #188 (Exhibit 3).

Estela O. Pino ("Pino"), a principal of Applicant, declares that, if Applicant were to be paid at the approved hourly rate, the fee award would exceed \$60,000.00. Doc. #187 (Pino Declaration).

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

Trustee declares as follows:

Applicant represented me in this bankruptcy case and two (2) Adversary Proceedings, and worked closely with me, amongst other things, to: evaluate the financial affairs of the Debtor, Stanford Chopping, Inc. ("Debtor"); examine the representative of the Debtor during various sessions Meeting of Creditors conducted pursuant to 11 U.S.C. § 341; assist me with matters related to the administration of the Chapter 7 estate; and evaluate avoidance actions on behalf of the Chapter 7 estate.

Doc. #186. Applicant also seeks \$3,018.87 for expenses, which consist of copies, postage, legal research expenses, PACER expenses, and Court Call charges. Doc. #188 (Exhibit 5). The court finds the services and expenses reasonable, actual, and necessary. The Trustee has reviewed the Application and finds the requested fees and expenses to be reasonable. Doc. #186. Approving the requested amendment to change compensation from an hourly rate to a contingency fee will reduce the

amount of compensation owed to Applicant substantially, thereby providing more funds to pay administrative expenses.

This Application is GRANTED. The Employment Order is hereby modified to award Applicant compensation on a contingency fee basis rather than an hourly basis, with the contingency award set at 40% of the \$109,500.00 recovered for the estate in the adversary proceedings. The court will approve on a final basis under 11 U.S.C. § 330 compensation in the amount of \$43,800.00 in fees and **\$3,018.87** in expenses. The court grants the Application for a total award of **\$46,818.87** as an administrative expense of the estate and an order authorizing and directing the Trustee to pay such to Applicant from the first available estate funds.

2. [24-10146](#)-B-7     **IN RE: C.S. & S. BAKERY, LLC**  
[JMV-1](#)

MOTION FOR ADMINISTRATIVE EXPENSES  
3-17-2026    [[65](#)]

JEFFREY VETTER/MV  
LEONARD WELSH/ATTY. FOR DBT.  
LISA HOLDER/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 Jeffrey M. Vetter ("Trustee") seeks authority to pay administrative tax claims owed to the Franchise Tax Board ("FTB") in the amount of \$853.00 for 2025 and \$800.00 for 2026. Doc. #65. Trustee also requests to be authorized to pay up to \$1,600.00 for any unexpected tax liabilities without further court approval. *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 debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved

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

11 U.S.C. § 503 allows an entity to file a request for payment of administrative expenses. After notice and a hearing, payment of certain administrative expenses shall be allowed, other than those specified in § 502(f), including:

- (B) any tax—
  - (i) incurred by the estate, whether secured or unsecured, including property taxes for which liability is in rem, in personam, or both, except a tax of a kind specified in section 507(a)(8) of this title; or
  - (ii) attributable to an excessive allowance of a tentative carryback adjustment that the estate received, whether the taxable year to which such adjustment relates ended before or after commencement of the case;
- (C) any fine, penalty, or reduction in credit relating to a tax of a kind specified in subparagraph (B) of this paragraph; and
- (D) notwithstanding the requirements of subsection (a), a governmental unit shall not be required to file a request for the payment of an expense described in subparagraph (B) or (C), as a condition of its being an allowed administrative expense[.]

11 U.S.C. § 503(b)(1)(B-D). Under 28 U.S.C. § 960(b), trustees are required to pay estate taxes on or before the date they become due even if the respective tax agency does not file a request for administrative expenses. *Dreyfuss v. Cory (In re Cloobek)*, 788 F.3d 1243, 1246 (9th Cir. 2015).

C.S. & S. Bakery ("Debtor") filed chapter 7 bankruptcy on January 23, 2024. Doc. #1. Trustee was appointed as interim trustee on that same date and became permanent trustee at the first § 341(a) meeting of creditors on March 8, 2024. Doc. #4; Docket generally. Trustee moved to employ the firm of Ratzlaff, Tamberi & Wong ("Accountant") to provide accounting services to the estate on March 4, 2024, which was approved by this court on March 14, 2024. Docs. #9, #14. Accountant has prepared the tax returns for the bankruptcy estate and advised Trustee that the estate has tax liabilities of \$853.00 for 2025 and \$800.00 for 2026 due to FTB. Doc. #67 (Trustee's Declaration).

Trustee asks for an order allowing payment to FTB of \$853.00 for 2025 and \$800.00 for 2026. Doc. #65. Trustee also asks for authority to pay

up to \$1,600.00 for any additional and unexpected tax liabilities without seeking additional approval from the court. *Id.*

This motion was fully noticed and no party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Trustee will be authorized to pay, in Trustee's discretion, \$853.00 and \$800.00 for taxes owed to the FTB in 2025 and 2026. Further, Trustee will be authorized to pay an additional amount not to exceed \$1,600.00 for any unexpected tax liabilities without further court approval.

3. [26-10871](#)-B-7     **IN RE: DOMINICK NANEZ**  
[BMO-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
3-27-2026    [[13](#)]

TUCOEMAS FEDERAL CREDIT UNION/MV  
STEPHEN LABIAK/ATTY. FOR DBT.  
BRANDON ORMONDE/ATTY. FOR MV.

FINAL RULING:        There will be no hearing on this matter

DISPOSITION:        Denied without prejudice.

ORDER:                The court will issue an order.

The Tucoemas Federal Credit Union ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2021 Nissan Rogue (VIN: 5N1AT3BAXMC767325) ("Vehicle"). Doc. #13. Movant also requests waiver of the 14-day stay of Federal Rule of Bankruptcy Procedure ("Rule") 4001(a)(4).

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with Rules 4001(a)(1) and 7004.

Rule 4001(a)(1) requires motions for relief from the automatic stay to be made in accordance with Rule 9014. Rule 9014(b) requires motions in contested matters to be served upon the parties against whom relief is being sought pursuant to Rule 7004. Since this motion will affect property of the estate, the Debtor must be served in accordance with Rule 7004.

For the foregoing reason, this motion will be DENIED WITHOUT PREJUDICE.

4. [26-10872](#)-B-7     **IN RE: MIGUEL/VALERIE FLORES**  
[SLL-1](#)

MOTION TO COMPEL ABANDONMENT  
3-5-2026    [\[10\]](#)

VALERIE FLORES/MV  
STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION:     Granted.

ORDER:            The moving party will prepare the order in conformance  
                    with the opinion below.

Miguel and Valerie Flores (collectively "Debtors") move for an order compelling chapter 7 trustee Peter L. Fear ("Trustee") to abandon the estate's interest in certain property (collectively, the "Business Assets") used in the operation of Debtors' sole proprietorship, a housekeeping cleaning service named "Val's Cleaning Service." Docs. #10 *et seq.*

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.

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

To grant a motion to abandon property, the bankruptcy court must find either that: (1) the property is burdensome to the estate or (2) of

inconsequential value and inconsequential benefit to the estate. *In re Vu*, 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). As one court noted, "an order compelling abandonment is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset . . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." *In re K.C. Mach. & Tool Co.*, 816 F.2d 238, 246 (6th Cir. 1987). In evaluating a proposal to abandon property, it is the interests of the estate and the creditors that have primary consideration, not the interests of the debtor. *In re Johnson*, 49 F.3d 538, 541 (9th Cir. 1995) (noting that the debtor is not mentioned in § 554). *In re Galloway*, No. AZ-13-1085-PaKiTa, 2014 Bankr. LEXIS 3626, at \*16-17 (B.A.P. 9th Cir. 2014).

Miguel Flores declares that Debtors own and operate Val's Cleaning Service as a sole proprietorship that provides housekeeping cleaning services. Doc. #12. Debtors seek to compel Trustee to abandon the Business Assets, which are listed in the schedules as follows:

Asset	Value	Exempt	Lien	Net
Valley Oak CU Checking Account #008	\$61.00	\$61.00 CCP § 703.140(b) (5)	\$0.00	\$0.00
Golden One CU Checking Account #6323	\$42.00	\$42.00 CCP 703.140(b) (5)	\$0.00	\$0.00
#57 UPS Employees CU Checking Account	\$500.00	\$500.00 CCP 703.140(b) (5)	\$0.00	\$0.00
Other Financial Account: Robinhood #5620	\$1,300.00	\$1,300.00 CCP 703.140(b) (5)	\$0.00	\$0.00
Credit Union: UPS Emp. CU #9816	\$200.00	\$200.00 CCP 703.140(b) (5)	\$0.00	\$0.00
Credit Union: Valley Oak CU x366	\$266.00	\$266.00 CCP 703.140(b) (5)	\$0.00	\$0.00
Val's Cleaning Service (sole proprietorship)	\$1,000.00	\$1,000.00 CCP 703.140(b) (5)	\$0.00	\$0.00
Cleaning Equipment & Supplies (vacuums x2; mops; towels; chemicals; spin bucket carry case; tote cart; cleaners)	\$1,121.00	\$1,121.00 CCP 703.140(b) (5)	\$0.00	\$0.00

Doc. #1 (Schedules A/B). None of the Business Assets are encumbered by any secured creditors. Doc. #1 (Sched. D). Debtor exempted all the Business Assets for their full value under Cal. Code Civ. Proc. § 703.140(b) (5). Doc. #1 (Sched. C).

Miguel certifies that Debtors are qualified and eligible to claim the exemptions under applicable law and understand that if for any reason it is determined that Debtors are not qualified to claim an exemption

in the property listed, or if there is some other error in the exemption claimed, Trustee may demand that Debtors compensate the estate for any damage caused by the claimed exemption. Doc. #12. Debtors agree to not amend the exemptions affecting the Business Assets unless Trustee stipulated to that amendment or such relief is granted by further order of the court. *Id.*

No party in interest has responded, and the defaults of all nonresponding parties are entered. The court finds that the Business Assets are of inconsequential value and benefit to the estate. The Business Assets were accurately scheduled and are exempted in their entirety. Therefore, this motion will be GRANTED.

5. [22-11587](#)-B-7     **IN RE: CARY SHAKESPEARE**  
[LNH-3](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
3-31-2026    [\[139\]](#)

JAN SHAKESPEARE/MV  
LEONARD WELSH/ATTY. FOR DBT.  
LISA HOLDER/ATTY. FOR MV.  
DISCHARGED 1/5/23

TENTATIVE RULING:            This matter will proceed as scheduled.

DISPOSITION:                    Denied without prejudice.

ORDER:                            The court will issue an order.

Jan E. Shakespeare ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to real property commonly known as 4200 Boise Street, Unit 9A, Bakersfield, California, 93306 ("Property"). Doc. #139. Movant also requests waiver of the 14-day stay of Federal Rule of Bankruptcy Procedure ("Rule") 4001(a)(4). *Id.*

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

As an informative matter, LBR 9004-2(b)(5) states:

Caption Page. The first page of each document filed shall contain a caption setting forth the name of the court, the title of the case or proceeding, the bankruptcy case, adversary proceeding, and/or miscellaneous proceeding number, the title of the document, and, if applicable, the Docket Control Number, and the date, time, and location of the hearing.

Here, the title of the case is missing on the caption page of Movant's Certificate of Service. Doc. 144.

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

Rule 7004 allows service in the United States by first class mail by "mailing a copy of the summons and complaint to . . . the place where the individual regularly conducts a business[.]" Rule 7004(b)(1) Rule 7004." Rule 9036(e).

Here, the *Certificate of Service* does not indicate service by U.S. Mail on the Chapter Trustee, as required by Rules 4001(a)(1) and 7004. Doc. #144. Movant only served the debtor by mail but checked the box indicating that "Attorneys and Trustees" were served by Electronic Service upon filing the document with the Clerk of the Court pursuant to Fed. R. Bankr. 5005(a)(2)(A), 9036(b)(2)(c); LBR 9010-1, and so separate notice is not required pursuant to Fed. R. Civ. P. 5(d)(1)(B), *incorp.* by Fed. R. Bankr. P. 7005, 9014(c). *Id.*

As noted, because this is a contested matter, service must be in accordance with Rule 7004, and electronic service of initial documents is precluded by Rule 9036(e). Because the Chapter Trustee was not properly served, this motion will be DENIED WITHOUT PREJUDICE unless the Trustee waives the service defect at the hearing.

6. [26-10989](#)-B-7     **IN RE: MARCO/KATHY CHAVEZ**  
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
3-13-2026    [[10](#)]

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

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.

TD Bank, N.A. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2025 Buick Encore GX (VIN: KL4AMDSL7SB099716) ("Vehicle"). Doc. #10. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Marco Antonio Chavez and Kathy Chavez ("Debtors") nor any other party in interest timely filed written opposition. Debtor's Statement of Intention indicated that the Vehicle would be surrendered. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have failed to make at least three (3) pre-petition payments totaling \$1,217.28 and one (1) post-petition payment in the amount of \$405.76. The Movant has produced evidence that Debtors are delinquent at least \$1,623.04. Docs. #14-15.

The court also finds that the Debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtors are in chapter 7. The Vehicle is valued at \$25,425.00 and Debtors owe \$25,862.58. Docs. #13-15.

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

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