



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, April 15, 2026
Department A - Courtroom #11
Fresno, California

Unless otherwise ordered, all matters before the Honorable Jennifer E. Niemann shall be simultaneously: (1) **In Person** at Courtroom #11, (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 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 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 who wish to appear remotely must contact the Courtroom Deputy for the Department holding the hearing.

Please also note the following:

- Parties in interest 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 appearing by ZoomGov may only listen in to the hearing using the zoom telephone number. Video appearances are not permitted.
- Members of the public and the press may not listen in to trials or evidentiary hearings, though they may appear in person in most instances.

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.

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 POSSIBLE UPDATES.

1. [25-26635](#)-A-9 **IN RE: DIABLO GRANDE COMMUNITY FACILITIES DISTRICT NO. 1**
[BWS-3](#)

MOTION TO EMPLOY KURTZMAN CARSON CONSULTANTS, LLC AS CLAIMS, NOTICING,
AND BALLOTING AGENT
4-1-2026 [[39](#)]

DIABLO GRANDE COMMUNITY
FACILITIES DISTRICT NO. 1/MV
JOSEPH BUCHMAN/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. The Moving Party shall submit a proposed order after the hearing.

This motion was filed and served on at least 14 days' notice prior to the hearing date 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.

Debtor Diablo Grande Community Facilities District No. 1 ("Debtor") moves for an order appointing Kurtzman Carson Consultants, LLC dba Verita Global ("Noticing Agent") as claims, noticing and ballot agent pursuant to 28 U.S.C. § 156(c) and Federal Rule of Bankruptcy Procedure ("Rule") 2002. Doc. #39.

Rule 2002 governs the notices that must be provided to creditors and other parties in interest in Debtor's bankruptcy case. Rule 2002 authorizes the court to direct some person other than the clerk of the court to give notice of matters arising in a debtor's bankruptcy case. Fed. R. Bankr. P. 2002(a), (b). Pursuant to 28 U.S.C. § 156(c), the court may utilize services off the court's premises to provide notices and other administrative information to parties in bankruptcy cases.

Debtor has engaged Noticing Agent and seeks entry of an order authorizing Noticing Agent to function as claims, noticing and ballot agent to, among other things: (i) serve as the court's noticing agent to mail notices to the creditors and parties in interest; (ii) provide computerized claims, objection and balloting database services; and (iii) provide expertise, consultation and assistance in claim and ballot processing and with other administrative information with respect to Debtor's bankruptcy case. Decl. of Joseph P. Buchman, Doc. #41. Debtor has over 600 creditors. Id. Debtor submits the most effective and efficient manner by which to provide claims administration, notice and solicitation services in this bankruptcy case is to authorize Noticing Agent to act as an agent of the court for these purposes. Id.

Debtor files this motion without prejudice to or waiver of its rights pursuant to 11 U.S.C. § 904, and nothing in the motion is intended as or shall be deemed to constitute Debtor's consent pursuant to 11 U.S.C. § 904 to this court's interference with (a) any of the political or governmental powers of Debtor,

(b) any of the property or revenues of Debtor, or (c) Debtor's use or enjoyment of any income-producing property.

Based on the evidence before the court, the court finds cause to grant the motion and appoint Noticing Agent as claims, noticing and ballot agent pursuant to 28 U.S.C. § 156(c) and Rule 2002.

Accordingly, pending opposition being raised at the hearing, the motion will be GRANTED. Noticing Agent as claims, noticing and ballot agent pursuant to 28 U.S.C. § 156(c) and Rule 2002. The relief granted is without prejudice to or waiver of Debtor's rights pursuant to 11 U.S.C. § 904.

2. [25-26635](#)-A-9 **IN RE: DIABLO GRANDE COMMUNITY FACILITIES DISTRICT NO. 1**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 9 VOLUNTARY PETITION
11-25-2025 [[1](#)]

JOSEPH BUCHMAN/ATTY. FOR DBT.

NO RULING.

On April 3, 2026, County of Stanislaus, through The Board of Supervisors and The County Treasurer-Tax Collector ("County"), filed an objection ("Objection") to the chapter 9 petition filed by Diablo Grande Community Facilities District No. 1 ("Debtor"). Doc. #43. The Objection raises material facts that, based on Debtor's status report, appear to be in dispute. Accordingly, a discovery schedule and evidentiary hearing need to be set to resolve the disputed issues of material fact. At the status conference, the court will establish deadlines needed to resolve the Objection. Counsel for County and Debtor should be prepared to set such deadlines at the status conference.

3. [26-10737](#)-A-11 **IN RE: ALORIA VINEYARDS, LLC**
[CAE-1](#)

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

DAVID FOYIL/ATTY. FOR DBT.

NO RULING.

The Order re Chapter 11 Status Conference and Notice Thereof (Doc. #14), issued by this court on February 27, 2026 and served on the debtor and counsel for the debtor on March 4, 2026 (Doc. #18), requires the debtor to file and serve a status report at least 14 days prior to the date of the initial status conference. The debtor has not filed the initial status report. At the initial status conference, counsel for the debtor should be prepared to explain to the court why an initial status report was not filed timely.

As a procedural matter, the certificate of service showing service of the status report filed by creditor Patty Machler (Doc. #33) does not comply with Local Rule of Practice 7005-1, and General Order 22-03, which require attorneys and trustees to use the court's Official Certificate of Service Form (EDC Form 7-005, Rev. 6/3/2025).

4. 26-10737-A-11 **IN RE: ALORIA VINEYARDS, LLC**
DEF-2

MOTION TO USE CASH COLLATERAL
3-23-2026 [20]

ALORIA VINEYARDS, LLC/MV
DAVID FOYIL/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

Notice of this motion was sent by mail on March 23, 2026, with a hearing date set for April 15, 2026. Doc. ##21, 30. The motion was set for hearing on less than 28 days' notice and is governed by Local Rule of Practice ("LBR") 9014-1(f)(2). Pursuant to LBR 9014-1(f)(2), written opposition was not required, and any opposition may be raised at the hearing. However, the notice of hearing stated that opposition must be filed and served no later than fourteen days before the hearing and that failure to file written response may result in the court granting the motion prior to the hearing. The notice of hearing does not comply with LBR 9014-1(f)(2).

As a further procedural matter, the motion does not comply with LBR 9004-2(c)(1), which requires notices and proofs of service to be filed as separate documents. The notice of hearing and proof of service filed for this motion is the same as the notice of hearing and proof of service filed with a related motion to employ also set for hearing on this calendar. See Doc. ##21, 30. Counsel should have filed a separate notice of hearing and a proof of service for each motion with only one docket control number on each document. See LBR 9004-1(e)(3).

As a further procedural matter, the debtor provides no legal authority or analysis in support of its request for retroactive approval for its use of cash collateral in violation of LBR 9014-1(d)(3)(A). Bankruptcy courts possess the equitable power to retroactively approve the sale of property of the estate "where such relief is necessary or appropriate to carry out the provisions of the Code." See Sherman v. Harbin (In re Harbin), 486 F.3d 510, 522 (9th Cir. 2007). In determining whether to grant retroactive approval, the court should, among other things, consider whether the debtor has satisfactorily explained its failure to receive prior approval and whether the transaction provided a benefit to the bankruptcy estate. Id. at 522-23. Because the debtor does not provide any legal authority or analysis in support of its request for retroactive approval for its use of cash collateral, this court would have denied this relief had the motion been noticed and served properly.

The court encourages counsel for the debtor to review the local rules to ensure compliance in future matters or those matters also may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders>.

5. 26-10737-A-11 **IN RE: ALORIA VINEYARDS, LLC**
DEF-2

MOTION TO EMPLOY DAVID FOYIL AS ATTORNEY(S)
3-23-2026 [25]

ALORIA VINEYARDS, LLC/MV
DAVID FOYIL/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

Notice of this motion was sent by mail on March 23, 2026, with a hearing date set for April 15, 2026. Doc. ##21, 30. The motion was set for hearing on less than 28 days' notice and is governed by Local Rule of Practice ("LBR") 9014-1(f)(2). Pursuant to LBR 9014-1(f)(2), written opposition was not required, and any opposition may be raised at the hearing. However, the notice of hearing stated that opposition must be filed and served no later than fourteen days before the hearing and that failure to file written response may result in the court granting the motion prior to the hearing. The notice of hearing does not comply with LBR 9014-1(f)(2).

As a further procedural matter, the motion and supporting papers do not comply with LBR 9014-1(c). Movant used the same Docket Control Number ("DCN") for this motion that was used for a prior motion to use cash collateral in violation of LBR 9014-1(c)(4). Compare Doc. #20 with Doc. #25. A new DCN should have been used for this motion.

As a further procedural matter, the motion does not comply with LBR 9004-2(c)(1), which requires notices and proofs of service to be filed as separate documents. The notice of hearing and proof of service filed for this motion is the same as the notice of hearing and proof of service filed with a related motion to employ also set for hearing on this calendar. See Doc. ##21, 30. Counsel should have filed a separate notice of hearing and a proof of service for each motion with only one docket control number on each document. See LBR 9004-1(e)(3).

The court encourages counsel for the debtor to review the local rules to ensure compliance in future matters or those matters also may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders>.

6. [26-10638](#)-A-11 **IN RE: FRIEDENBACH FAMILY FARMS LLC**
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
2-17-2026 [1]

PETER SAUER/ATTY. FOR DBT.

NO RULING.

7. [26-10638](#)-A-11 **IN RE: FRIEDENBACH FAMILY FARMS LLC**
[FW-2](#)

CONTINUED MOTION TO USE CASH COLLATERAL
2-18-2026 [5]

FRIEDENBACH FAMILY FARMS LLC/MV
PETER SAUER/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

8. [20-12258](#)-A-11 **IN RE: JARED/SARAH WATTS**
[DMS-3](#)

MOTION FOR COMPENSATION FOR DAVID M. SOUSA, CHAPTER 11 TRUSTEE(S)
3-12-2026 [476]

DAVID SOUSA/MV
LEONARD WELSH/ATTY. FOR DBT.
DAVID SOUSA/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.

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

David M. Sousa ("Trustee"), the subchapter V trustee appointed in this case, requests allowance of a second and final compensation for services rendered from November 21, 2020 through February 12, 2026. Doc. #476. Trustee requests compensation in the amount of \$34,106.10 and reimbursement for expenses in the amount of \$374.37. Id. Trustee filed a first application for compensation on December 19, 2020, which was granted on an interim basis from July 1, 2020 through November 20, 2020 in the amount of \$14,397.75 in fees and \$67.50 for reimbursement of expenses. Doc. ##214, 228.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a trustee. 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a trustee under chapter 11, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Trustee's services included, without limitation: (1) reviewing schedules, statement of financial affairs and other case documents; (2) communicating with the debtors' attorney and the U.S. Trustee's office regarding ongoing status of the case, delinquent plan payments, and status of the debtors' payments paid directly to the creditors; (3) reviewing and monitoring motions for relief from stay; (4) reviewing and monitoring motions to sell assets and to sell real estate; (5) creating, printing, and signing 636 checks for distributions to creditors; (6) reviewing and monitoring monthly operating reports; (7) reviewing and commenting on subchapter V plans of reorganization; and (8) preparing and filing fee application. Decl. of David M. Sousa, Doc. #478; Ex. A, Doc. #479. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

Movant also requests the court conduct a final review pursuant to 11 U.S.C. § 330 of all fees and expenses previously allowed pursuant to 11 U.S.C. § 331 on an interim basis. Specifically, Movant seeks final allowance of fees and expenses previously awarded in the prior interim application in the aggregate amount of \$14,465.25. The court approves all fees and expenses of Movant previously allowed on an interim basis are approved on a final basis.

This motion is GRANTED. The court allows final compensation in the amount of \$34,106.10 and reimbursement for expenses in the amount of \$374.37. The court also allows on a final basis all fees and expenses previously allowed to Movant on an interim basis, in the aggregate amount of \$14,465.25.

9. [25-22194](#)-A-11 **IN RE: JJ PFISTER DISTILLING COMPANY, LLC**
[LNH-1](#)

MOTION FOR COMPENSATION FOR LISA HOLDER, CHAPTER 11 TRUSTEE(S)
3-18-2026 [[199](#)]

LISA HOLDER/MV
STEPHEN REYNOLDS/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.

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

Lisa Holder ("Trustee"), the subchapter V trustee appointed in this case, requests allowance of final compensation for services rendered from May 7, 2025 through February 24, 2026. Doc. #199. Trustee requests compensation in the amount of \$6,600.00 and no reimbursement for any expenses incurred. Id. Trustee has not filed any prior motions for compensation.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a trustee. 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a trustee under chapter 11, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Trustee's services included, without limitation: (1) reviewing schedules, statement of financial affairs and other case documents; (2) preparing for and attending 341 meeting of creditors; (3) reviewing and monitoring status reports and monthly operating reports; (4) preparing for and attending chapter 11 status conferences; (5) reviewing the debtor's sale motions, including reviewing and revising multiple versions of the proposed sale order; (6) preparing and filing fee application; (7) reviewing the debtor's compromise motion; (8) reviewing adversary complaints and claim-related pleadings; and (9) reviewing and commenting on subchapter V plans of reorganization. Decl. of Lisa Holder, Doc. #201; Ex. A, Doc. #202. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED. The court allows final compensation in the amount of \$6,600.00.

MOTION BY CHRISTOPHER DANIEL SULLIVAN TO WITHDRAW AS ATTORNEY
3-13-2026 [[354](#)]

GABRIEL LIBERMAN/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record sufficiently supplemented.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The chapter 11 trustee Walter R. Dahl ("Trustee") timely filed written non-opposition on March 24, 2026. Doc. #360. The failure of 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). Therefore, the defaults of the non-responding parties in interest are entered. Because the court requires additional information before granting the motion, the matter will proceed as scheduled.

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice to include the names and addresses of persons who must be served with any opposition.

Sullivan Pratt, LLP ("Movant"), attorneys for creditor Mahmoud Khattab ("Creditor"), moves to withdraw as Creditor's attorney of record in the bankruptcy case of 9250 Big Horn Holdings, Inc. ("Debtor"). Doc. #354. Movant was retained to represent Creditor in opposing Trustee's motion for approval of a settlement with Column N.A. and communicating Creditor's settlement offers and counteroffers to interested parties. Decl. of Christopher D. Sullivan, Doc. #356. Movant's withdrawal will leave Creditor unrepresented by counsel.

Pursuant to California Rules of Professional Conduct Rule 1.16(c), if permission for termination of a representation is required by the rules of a tribunal, a lawyer shall not terminate a representation before that tribunal without its permission. Rules Prof. Conduct 1.16(c).

LBR 2017-1(e) states that "an attorney who has appeared may not withdraw leaving the client *in propria persona* without leave of court upon noticed motion and notice to the client and all other parties who have appeared." LBR 2017-1(e) further requires the attorney seeking withdrawal to "provide an affidavit stating the current or last known address" of the client and "the efforts made to notify the client of the motion to withdraw." LBR 2017-1(e).

Here, Movant has conformed with LBR 2017-1(e). After the firm was retained, Movant learned that Creditor works in Damascus, Syria. Sullivan Decl., Doc. #356. As a result, communication is always through email or video conferencing platforms. Id. Movant testifies that it informed Creditor by email the intention to file the instant motion and attached a copy of the motion

along with Movant's declaration. Id. Movant asserts that Creditor received the email because Creditor responded to it. Id. The instant motion and supporting documents were served on Creditor by utilizing the email address through which Movant and Creditor frequently communicated. Id. However, Movant submits that it does not know Creditor's physical mailing address and also served Creditor by mailing to the address that is listed on the creditor's mailing matrix. Id. The certificate of service filed with this motion shows that Trustee received notice via electronic mail and U.S. mail. Doc. #357. Service also was made upon creditors, Debtor, and the U.S. Trustee. Id.

Withdrawal is governed by the California Rules of Professional Conduct. LBR 2017-1(e). Pursuant to California Rule of Professional Conduct 1.16, a lawyer may withdraw from representing a client if the client breaches a material term of an agreement with the lawyer and the lawyer has given the client reasonable warning of withdrawal, if a continuation of the representation is likely to result in a violation of the rules, if the client renders it unreasonably difficult for the lawyer to carry out the representation effectively, or if other good cause for withdrawal exists. Cal. Rule Prof. Conduct 1.16(b), <https://www.calbar.ca.gov/Attorneys/Conduct-Discipline/Rules/Rules-of-Professional-Conduct/Current-Rules>.

Movant submits that there is a breakdown in the relationship between Creditor and Movant. Sullivan Decl., Doc. #356. Movant further states that Creditor's conduct renders it unreasonably difficult for Movant to continue to carry out the representation effectively and Creditor has made clear that Creditor cannot or will not compensate Movant for services performed and for services moving forward. Id. It appears that Movant's withdrawal will cause no undue prejudice to Creditor, and Movant has demonstrated cause for withdrawal.

Trustee's non-opposition asserts that the mailing address for Creditor listed on the creditor's mailing matrix is for a vacant lot that is no longer owned by Creditor. Doc. #360. Trustee urges the court to condition withdrawal upon Movant amending the certificate of service to include two additional emails for Creditor that Trustee believes may still be active. Id. At the hearing, Movant should be prepared to confirm that the three emails included in Trustee's non-opposition are accurate and active.

Accordingly, subject to Movant sufficiently supplementing the record at the hearing with respect to confirm the two additional emails of Creditor that Trustee believes may still be active, this motion will be GRANTED.

1. [26-11048](#)-A-7 **IN RE: KISHA STEPHENS**

PRO SE REAFFIRMATION AGREEMENT WITH ALTAONE FEDERAL CREDIT UNION
3-26-2026 [[18](#)]

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

On March 26, 2026, a reaffirmation agreement with AltaOne Federal Credit Union ("Agreement") was filed. Doc. #18. The Agreement was not signed by the debtor.

A creditor's unilateral reaffirmation of a pre-petition debt does not constitute a valid reaffirmation agreement for purposes of 11 U.S.C. § 524(c). In re Turner, 156 F.3d 713 (7th Cir. 1998).

Because only AltaOne Federal Credit Union has agreed to the Agreement, the Agreement does not meet the requirements of 11 U.S.C. § 524(c) and is not approved. No appearance is necessary.

2. [26-10355](#)-A-7 **IN RE: CHAD/JACQUELYN JONES**

PRO SE REAFFIRMATION AGREEMENT WITH WESTLAKE SERVICES, LLC
3-17-2026 [[19](#)]

NO RULING.

3. [26-10667](#)-A-7 **IN RE: CARL ORTEGA AND ASHLEY SANDOVAL-ORTEGA**

PRO SE REAFFIRMATION AGREEMENT WITH COASTHILLS CREDIT UNION
3-24-2026 [[21](#)]

NO RULING.

4. [26-10883](#)-A-7 **IN RE: SCOTT MCGAHA**

PRO SE REAFFIRMATION AGREEMENT WITH GOLDEN 1 CREDIT UNION
3-20-2026 [[12](#)]

LAYNE HAYDEN/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

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

The court is not approving or denying approval of the reaffirmation agreement. The debtor was represented by counsel when he entered into the reaffirmation agreement. Pursuant to 11 U.S.C. §524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect. In re Minardi, 399 B.R. 841, 846 (Bankr. N.D. Okla. 2009). The reaffirmation agreement, in the absence of a declaration by the debtor's counsel, does not meet the requirements of 11 U.S.C. §524(c) and is not enforceable. The debtor shall have 14 days to refile a reaffirmation agreement properly signed and endorsed by the attorney.

1. [26-10601](#)-A-7 **IN RE: T.G.S. TRANSPORTATION, INC**
[RAP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-17-2026 [\[14\]](#)

AMUR EQUIPMENT FINANCE, INC./MV
PETER FEAR/ATTY. FOR DBT.
RAYMOND POLICAR/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date 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.

As a procedural matter, the declaration and exhibits filed by the movant do not comply with LBR 9004-2(c)(1) and (d)(1), which require declarations and exhibits to be filed as separate documents. Here, the declaration and supporting exhibits were filed as a single document. E.g., Doc. #16. In the future, the declaration and exhibits should be filed as separate documents.

The movant, Amur Equipment Finance, Inc. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2024 Kenworth Model T680 Truck Tractor, VIN: 1XKYDP9X6RJ369263 ("Vehicle"). Doc. #14.

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 any equity in such property and such property is not necessary to an effective reorganization.

After review of the included evidence, the court finds that "cause" exists to lift the stay because debtor is eight payments past due in the aggregate amount of \$32,182.56. Decl. of Karla Beran, Doc. #16.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. Movant values the Vehicle at \$120,000.00 and the amount owed to Movant is \$160,030.15. Beran Decl., Doc. #16.

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

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

2. [26-10504](#)-A-7 **IN RE: EBEN SILAS**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-6-2026 [[11](#)]

HARLEY-DAVIDSON/MV
NEIL SCHWARTZ/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, Harley Davidson ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2020 Harley-Davidson FLTRXS Road Glide SP, VIN: 1HD1KTP29LB615256 ("Vehicle"). Doc. #11.

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 any 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 the debtor has failed to make at least three complete

pre-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$1,845.45. Decl. of Jenifer Ford, Doc. #13.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. Id. The Vehicle is valued at \$19,110.00 and the debtor owes \$28,265.72. Ford Decl., Doc. #13.

Accordingly, the motion is granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit 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.

3. [26-10704](#)-A-7 **IN RE: ERIC/LORI KESSLER**
[BMJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-31-2026 [[37](#)]

BEST DRAYAGE, LLC/MV
STEPHEN LABIAK/ATTY. FOR DBT.
FERNANDO ALMARAZ/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date 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 a further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

The movant, Best Drayage, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to terminate a sublease agreement between Movant and a corporation wholly owned by debtors Eric Allen Kessler and Lori Ann Kessler (together, "Debtors") and proceed pursuant to non-bankruptcy law to recover possession of Movant's real property located at 28615 Green Court, Madera, California 93636 (the "Property"). Doc. #37.

Movant is the lessee under a master lease agreement ("Lease Agreement") entered into with lessor Janet E. Bray, Trustee of the Janet E. Bray Living Trust ("Lessor") on May 15, 2023. Decl. of Cory T. Peters, Doc. #39; Doc. #43. The terms of the Lease Agreement rented the Property to Movant for ten years until May 31, 2033, allowed Movant to acquire the right to lease the Property, and allow Movant the right to sublease the Property to third parties subject to Lessor's consent. Id. Subsequently, Movant entered into a sublease agreement on May 15, 2023 ("Sublease Agreement") with Golf Carts by Design, Inc. ("Golf Carts"), an entity wholly owned by Debtors, for ten years commencing on June 1, 2023 and ending on May 31, 2033. Id. The initial rate for rent was \$6,500.00 due the first day of each month with rent increasing by \$500.00 starting June 1, 2024 and every 12 months thereafter. Id.

On February 20, 2026, Movant sent notice to Golf Carts by email demanding rent for the month of February 2026. Peters Decl., Doc. #39; Doc. #43. On February 25, 2026, Debtors filed this chapter 7 bankruptcy case. Doc. #1. Movant asserts that Golf Carts materially defaulted under the Sublease Agreement by failing to make the pre-petition payment due on February 1, 2026 and thereafter. Peters Decl., Doc. #39; Doc. #43. Debtors have indicated that they intend to surrender the Property. Doc. #1.

11 U.S.C. § 362(d) (1) ANALYSIS

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).

Based on the evidence before the court, the court finds cause exists to grant relief from the automatic stay pursuant to § 362(d) (1) to allow Movant to terminate the Sublease Agreement and proceed pursuant to non-bankruptcy law to recover possession of Property. The Property is not property of Debtors' bankruptcy estate. The Sublease Agreement is between Movant and Golf Carts. Golf Carts is a separate entity in which Debtors hold an equity interest. Am. Schedules A/B, Doc. #15. Because the legal or equitable interest in the Sublease Agreement belongs to Golf Carts, Debtors have no legal right to occupy the Property. Peters Decl., Doc. #39.

For these reasons, the court finds that cause exists to lift the stay pursuant to 11 U.S.C. § 362(d) (1) to permit Movant to terminate the Sublease Agreement and proceed pursuant to non-bankruptcy law to recover possession of Property.

11 U.S.C. § 362(d) (2) ANALYSIS

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

Here, the court also finds that Debtors are not the lessors of the Property and does not have any equity in the Property. Further, the Property is not necessary to an effective reorganization because Debtors are in chapter 7.

For these reasons, the court finds that cause exists to lift the stay pursuant to 11 U.S.C. § 362(d) (2).

CONCLUSION

Accordingly, pending opposition being raised at the hearing, the court will grant the motion pursuant to 11 U.S.C. § 362(d) (1) and (d) (2) to permit Movant to terminate the Sublease Agreement and proceed pursuant to non-bankruptcy law to recover possession of Property. No other relief is awarded.

Because Debtors have no legal right to occupy the Property, the 14-day stay of Fed. R. Bankr. P. 4001(a) (4) will be ordered waived.

4. [26-10704](#)-A-7 **IN RE: ERIC/LORI KESSLER**
[CFM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-27-2026 [17]

NORTHPOINT COMMERCIAL FINANCE, LLC/MV
STEPHEN LABIAK/ATTY. FOR DBT.
CHARLES MEINE/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted as to 11 U.S.C. § 362(d) (1) only.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date 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 in part. 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.

As an informative matter, the movant incorrectly completed Section 6 of the court's mandatory Certificate of Service form. In Section 6, the declarant marked that service was effectuated by Rule 5 and Rules 7005, 9036 Service. Doc. #21. However, Federal Rules of Bankruptcy Procedure ("Rule") 4001(a) (1) and 9014(b) require service of a motion for relief from stay to be made pursuant to Rule 7004 on both the chapter 7 trustee and the debtor, which was done here. In Section 6, the declarant should have checked the appropriate boxes under both Section 6A and Section 6B.

The movant, Northpoint Commercial Finance, LLC ("Movant"), seeks relief from the automatic stay of Eric Allen Kessler and Lori Ann Kessler (together, "Debtors") to allow Movant to audit and gain possession of the following inventory:

- (1) Evolution Electric Vehicles, Inc.'s TURFMAN 200, Serial Number EV-BE0669741;
- (2) Bintelli LLC's BEYOND 4PR, Serial Number 7R3BC423XTC015139;
- (3) Bintelli LLC's BEYOND 4PR, Serial Number 7R3BD4236TC015140;
- (4) Bintelli LLC's PULSE 4 PR, Serial Number 7W8SA4214TL002148;
- (5) Bintelli LLC's PULSE 4 PR L, Serial Number 7W8SA4215TL002112;
- (6) Bintelli LLC's PULSE 4 PR L, Serial Number 7W8SA4218TL001715;
- (7) Bintelli LLC's PULSE 4 PR, Serial Number 7W8SA4210TL001692;
- (8) Bintelli LLC's ACTIVE EV, Serial Number 7W8SA4212TL001743;
- (9) Bintelli LLC's PULSE 4 PR, Serial Number 7W8SA4218TL002220;
- (10) Bintelli LLC's PULSE, Serial Number 7W8SA4210TL002194;
- (11) Bintelli LLC's PULSE, Serial Number 7W8SA4214TL002585;
- (12) Dach Vehicles Apollo Rider, Serial Number 7ZTDSL1A0TA000893;
- (13) Dach Vehicles Apollo Rider, Serial Number 7ZTDSL1A1TA000885;

- (14) Dach Vehicles Apollo Rider, Serial Number 7ZTDSL1A3TA000886;
- (15) Dach Vehicles Apollo Rider, Serial Number 7ZTDSL1A5TA000887;
- (16) Dach Vehicles Apollo Rider, Serial Number 7ZTDSL1A5TA000890;
- (17) Dach Vehicles Apollo Rider, Serial Number 7ZTDSL1A7TA000888;
- (18) Dach Vehicles Apollo Rider, Serial Number 7ZTDSL1A7TA000891;
- (19) Dach Vehicles Apollo Rider, Serial Number 7ZTDSL1A9TA000889;
- (20) Dach Vehicles Apollo Rider, Serial Number 7ZTDSL1A9TA000892;
- (21) Dach Vehicles Apollo Rider, Serial Number 7ZTDSL1AXTA000884;
- (22) Bintelli LLC PULSE 4F LIF, Serial Number 7W8SA4218TL002363;
- (23) Bintelli LLC PULSE 4F, Serial Number 7W8SA4210TL002616;
- (24) Bintelli LLC PULSE 4F, Serial Number 7W8SA4212TL001614;
- (25) Bintelli LLC PULSE 4F, Serial Number 7W8SA4216TL001650;
- (26) Bintelli LLC PULSE 4F, Serial Number 7W8SA4218TL001620;
- (27) Bintelli LLC PULSE 4F, Serial Number 7W8SA4219TL002663;
- (28) Bintelli LLC PULSE, Serial Number 7W8SA4216TL002684; and
- (29) Bintelli LLC PULSE, Serial Number 7W8SA4217TL001642

(collectively, the "Property"). Doc. #17. On September 12, 2023, Movant entered into a loan and security agreement ("Agreement") with Golf Carts by Design, Inc. ("Golf Carts"), which Debtors guaranteed ("Guarantees"). Decl. of Eric Brown, Doc. #19; Exs. A-C, Doc. #20. On or about February 23, 2026, Golf Carts ceased doing business, which is a default under the Agreement. Brown Decl., Doc. #19. Movant asserts a claim against Debtors pursuant to the Guarantees based on the default of Golf Carts under the Agreement. Id.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause. "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 any equity in such property and such property is not necessary to an effective reorganization.

Based on the evidence before the court, the court finds cause exists to grant relief from the automatic stay pursuant to § 362(d)(1) to permit Movant to repossess the Property because the Property is not Property of Debtors' bankruptcy estate. Debtors are merely guarantors on the loan between Movant and Golf Carts. Brown Decl., Doc. #19. The legal or equitable interest in the Property belongs to Golf Carts, and Debtor has not scheduled the Property. Id.; Am. Schedule A/B, Doc. #15.

It is unclear from Movant's papers whether Movant seeks relief from stay pursuant to 11 U.S.C. § 362(d)(2). The initial paragraph in the argument section of the motion references 11 U.S.C. § 362(d)(2); however, the remainder of the argument section of the motion does not address 11 U.S.C. § 362(d)(2). Doc. #17.

The evidence filed in support of the motion does not address whether Debtor has any equity in the Property, and Movant has the burden with respect to that issue. 11 U.S.C. § 362(g)(1). Because Movant has not met its burden with respect to establishing Debtor's lack of equity in the Property, relief from stay based on 11 U.S.C. § 362(d)(2) is denied.

Accordingly, pending opposition being raised at the hearing, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and denied pursuant to 11 U.S.C. § 362(d)(2) to permit Movant to repossess the Property pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the Agreement is between Golf Cart and Movant and Debtors have only guaranteed the obligation, and Golf Carts has ceased its business operations.

5. [26-10704](#)-A-7 **IN RE: ERIC/LORI KESSLER**
[VBP-1](#)

CONTINUED RE: MOTION FOR DETERMINATION THAT PROPERTY OF NON-DEBTOR
THIRD-PARTY CORPORATION IS NOT PROPERTY OF THE ESTATE
3-27-2026 [[22](#)]

WELLS FARGO COMMERCIAL
DISTRIBUTION FINANCE, LLC/MV
STEPHEN LABIAK/ATTY. FOR DBT.
VALERIE PEO/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

ORDER: The minutes of the hearing will be the court's findings
 and conclusions. The court will issue an order after the
 hearing.

On March 30, 2026, the court granted the movant's ex parte motion for order shortening time to hear the movant's motion for determination that property of non-debtor third-party corporation is not property of the estate and/or for relief from the automatic stay. Doc. #31. This motion was originally set for hearing on April 1, 2026 at 1:30 p.m. pursuant to Local Rule of Practice 9014-1(f)(3). While not required, on March 31, 2026, the debtors filed a statement of non-opposition to the motion stating that they have no opposition to the granting of relief allowing the moving party to take possession of the golf carts, snow mobiles and similar equipment. Doc. #35. No other opposition to the relief sought was raised at the April 1 hearing.

At the April 1 hearing, the court granted relief from the automatic stay as to the collateral listed on Exhibit B, Doc. #26. Order, Doc. #49. The court continued the hearing on this motion to April 15, 2026 at 1:30 p.m. to allow the court to consider the motion with respect to all other collateral of the movant that was not the property listed on Exhibit B, Doc. #26. Id. Unless opposition is presented at the hearing, the court intends to enter the defaults of the non-responding parties and grant the motion in full. 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.

The movant, Wells Fargo Commercial Distribution Finance, LLC ("Movant"), seeks an order determining that Movant's collateral securing a loan to the debtors' business, Golf Carts by Design, Inc. ("Golf Carts"), is not part of the estate of Eric Allen Kessler and Lori Ann Kessler (together, "Debtors") or, in alternative, relief from the automatic stay under 11 U.S.C. § 362(d)(1) and

(d) (2) with respect to the Collateral. Doc. #22. Specifically, Movant's collateral consists of all personal property of Golf Carts, whether such property or Dealer's right, title, or interest therein or thereto, is now owned or existing or hereafter acquired or arising, and wherever located, including without limitation all Accounts, Inventory, Equipment, Fixtures, other Goods, General Intangibles, Chattel Paper, Instruments, Deposit Accounts, Investment Property and Documents, and all Products and Proceeds of the foregoing (collectively, the "Collateral"). Id.

On or about March 19, 2021, Movant and Golf Carts entered into an inventory financing agreement ("Agreement") in which Movant agreed to extend credit to Golf Carts to purchase inventory. Doc. #22. Under the Agreement, Golf Carts was obligated to pay Movant the principal amount of the obligations owed on each item of Collateral upon the occurrence of any of the following events: (i) when the Collateral was lost, stolen, or damaged; (ii) when the Collateral was sold, transferred, rented, leased, or otherwise disposed of; or (iii) when the Collateral was financed under any scheduled payment program. Decl. of Dawn M. Wolterink, Doc. #25. Golf Carts defaulted on its obligations under the Agreement by, among other things, failing to timely make required payments to Movant. Id. Debtors guaranteed Golf Carts' debt to Movant. Id.

On February 23, 2026, Debtors filed this chapter 7 bankruptcy case. Doc. #1. In Debtors' schedules, Debtors list a 100% ownership interest in Golf Carts valued at \$53,237.00. Doc. ##1, 22. Debtors did not list the Collateral in their Schedule A/B but did list Movant as a secured creditor. Doc. ##1, 22. According to Debtors' schedules, Movant holds a claim of \$414,576.60 with the Collateral securing Movant's claim having a value of \$414,000.00. Id. Movant asserts that it is owed no less than \$414,676.60 on Golf Cart's obligation under the Agreement. Doc. #22; Wolterink Decl., Doc. #25.

At the hearing on April 1, 2026, the court granted the relief requested as to the Collateral listed on Exhibit B, Doc. #26. Order, Doc. #49. The matter was continued because the court was unsure whether Debtor and Trustee understood that the motion heard on shortened time included the Collateral in its entirety and wanted to give the parties the opportunity to be heard.

COLLATERAL NOT PROPERTY OF THE ESTATE

Property of the estate is broadly defined to encompass "all legal or equitable interests of the debtor in property as of the commencement of the case," wherever located and by whomever held. 11 U.S.C. § 541(a)(1). What interests a debtor has at the beginning of a case are determined according to state law. See Butner v. United States, 440 U.S. 48, 55 (1979).

As explained in West Valley Med. Partners, LLC v. Shapow (In re Shapow), 599 B.R. 51, 71 (Bankr. C.D. Cal. 2019):

"Ordinarily, a corporation is regarded as a legal entity, separate and distinct from its stockholders, officers and directors, with separate and distinct liabilities and obligations." Sonora Diamond Corp. v. Superior Court, 83 Cal. App. 4th 523, 538 (2000). A corporation's shareholder does not hold legal title to the corporation's assets. See Dole Food Co. v. Patrickson, 538 U.S. 468, 474-75 (2003) ("A basic tenet of American corporate law is that the corporation and its shareholders are distinct entities. An individual shareholder, by virtue of his ownership of shares, does not own the corporation's assets") (citations omitted); United States v. Bennett, 621 F.3d 1131, 1136 (9th Cir. 2010) ("As early as 1926, the Supreme Court recognized that '[t]he owner of the shares of stock in a company is not the owner of the corporation's

property.' While the shareholder has a right to share in corporate dividends, he does not own the corporate property.'") (alteration in original) (citation omitted) (quoting R.I. Hosp. Trust Co. v. Doughton, 270 U.S. 69, 81 (1926)).

"It is well accepted that a filing by an individual who is an owner of a corporation brings into the estate only his ownership interest and not the assets of the corporation." In re Young, 409 B.R. 508, 513 (Bankr. D. Idaho 2009); see also 2 Collier on Bankruptcy ¶ 101.30[3] (16th ed. 2018) ("[W]hile the individual's interest in the partnership or corporation (which could be a 100 percent interest) would be property of the estate, the assets of the partnership or corporation itself would not be."); Cambridge Tempositions, Inc. v. Cassis (In re Cassis), 220 B.R. 979, 983 (Bankr. N.D. Iowa 1998) ("Ownership of stock in a corporation does not mean that the corporation is property of the estate. . . . Technical, legal distinctions between corporations and shareholders will be respected in bankruptcy cases."); UST v. Crabtree (In re Crabtree), 554 B.R. 174, 192 (Bankr. D. Minn. 2016) ("As a general matter, property of the estate does not include assets owned by a corporation in which the debtor holds an interest.") rev'd on other grounds, 562 B.R. 749 (B.A.P. 8th Cir. 2017).

There is no evidence that Debtors are the alter ego of Golf Carts or that Golf Carts should be substantively consolidated with Debtors' bankruptcy estate. Accordingly, the court confirms that the automatic stay does not apply to the Collateral, as the Collateral is the personal property of Golf Carts and Debtors are merely shareholders of that separate corporation.

RELIEF FROM THE AUTOMATIC STAY APPROPRIATE

A. 11 U.S.C. § 362(d) (1) Analysis

Even if the automatic stay applied to the Collateral, the court would grant relief from stay for cause. 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).

Based on the evidence before the court, the court finds cause exists to grant relief from the automatic stay pursuant to § 362(d)(1) to permit Movant to foreclose on the Collateral because the Collateral is not property of Debtors' bankruptcy estate. Debtors are merely the guarantors on the promissory note between Movant and Golf Carts. Wolterink Decl., Doc. #25. The legal or equitable interest in the Collateral belongs to Golf Carts, and Debtors have not scheduled the Collateral. Am. Schedules A/B, Doc. #15.

B. 11 U.S.C. § 362(d) (2) Analysis

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

After review of the included evidence, the court finds that Debtors do not have any equity in the Collateral and the Collateral is not necessary to an effective reorganization because Debtors are in chapter 7. The Collateral is valued at \$414,000.00 and Golf Carts owes \$414,676.60 to Movant. Schedule D, Doc. #1; Wolterink Decl., Doc. #25.

Accordingly, pending opposition being raised at the hearing, the motion will be granted pursuant to 11 U.S.C. § 362(d) (1) and (d) (2) to permit 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.

6. [26-10323](#)-A-7 **IN RE: ADAN SALAS**
[PJK-7](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-9-2026 [[10](#)]

NEWREZ LLC/MV
PETER BUNTING/ATTY. FOR DBT.
PATRICK KANE/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Service of the motion and supporting papers does not comply with the Federal Rules of Bankruptcy Procedure ("Rule"). Rule 4001(a) (1) requires that a motion "for relief from an automatic stay provided by the Code . . . shall be made in accordance with Rule 9014[.]" Rule 9014 states that "[t]he motion shall be served in the manner provided for service of a summons and complaint by Rule 7004[.]" Rule 7004 requires service by first class mail on both the debtor and the chapter 7 trustee.

Here, there is no attachment to the certificate of service filed with the motion (Doc. #19) showing the parties on which the motion and supporting documents were served. Because the certificate of service does not have an attachment, the court cannot determine whether the debtor and the chapter 7 trustee were served by first-class mail as required by Rule 7004(b) (9) and (b) (1), respectively.

As a further procedural matter, the notice of hearing filed in connection with this motion does not comply with Local Rule of Practice ("LBR") 9014-1(d) (3) (B) (i), which requires the notice to include the names and addresses of persons who must be served with any opposition. Doc. #11.

As a further procedural matter, the movant failed to use the court's most recent Official Certificate of Service Form (EDC Form 7-005, Rev. 6/3/2025), as required by LBR 7005-1. Doc. #19. In addition, the movant failed to include the list of documents served in section 4 of the certificate of service form. Doc. #19.

As an informative matter, the certificate of service filed in connection with the motion (Doc. #19) was filed as a fillable version of the court's Official Certificate of Service form instead of being printed prior to filing with the court. The version that was filed with the court can be altered because it is still the fillable version. In the future, the declarant should print the completed certificate of service form prior to filing and not file the fillable version.

The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to

comply with the local rules. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders>.

Accordingly, this motion is DENIED WITHOUT PREJUDICE.

7. [26-10529](#)-A-7 **IN RE: ERICA MURILLO**
[SD-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-11-2026 [[12](#)]

CONSUMER PORTFOLIO SERVICES, INC./MV
NEIL SCHWARTZ/ATTY. FOR DBT.
SHANNON DOYLE/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.

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice to include the names and addresses of persons who must be served with any opposition. Doc. #13.

The movant, Consumer Portfolio Services, Inc. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2024 Mitsubishi Outlander, VIN: JA4J3UA83RZ027459 ("Vehicle"). Doc. #12.

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 any 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 the debtor has failed to make at least five complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$3,356.20 plus \$132.44 for late fees. Decl. of Helen Brigham, Doc. #14. According to the debtor's Statement of Intention, the Vehicle will be surrendered. Doc. #1.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$21,625.00 and the debtor owes \$29,927.66. Brigham Decl., Doc. #14.

The request for attorney's fees is denied. Movant must separately file and set for hearing a motion for compensation in compliance with the Local Rules of Practice and Federal Rules of Bankruptcy Procedure. If Movant does, then the court will consider that motion on its merits at the appropriate time.

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

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

8. [25-14038](#)-A-7 **IN RE: CHAD/ERIKA FORD**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-17-2026 [\[18\]](#)

AMERICAN HONDA FINANCE CORPORATION/MV
GABRIEL WADDELL/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.
DISCHARGED 3/16/26

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

DISPOSITION: Granted in part and denied as moot in part.

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

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

requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtors' interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtors' discharge was entered on March 16, 2026. Doc. #17. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, American Honda Finance Corporation ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2023 Honda Accord, VIN: 1HGCV2F71PA041796 ("Vehicle"). Doc. #18.

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 debtors do not have any 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 the debtors have failed to make at least one complete pre- and post-petition payment. Movant has produced evidence that the debtors are delinquent by at least \$677.64. Decl. of Margaret Glass, Doc. #20. According to the debtors' Statement of Intention, the Vehicle will be surrendered. Doc. #1.

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 the debtors are in chapter 7. Id. The debtors' possession of the Vehicle stems from a lease agreement with Movant that matures on June 30, 2026, according to which the debtors do not own the Vehicle. Ex. A, Doc. #21.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to gain immediate possession of the Vehicle pursuant to applicable law. No other relief is awarded.

9. [23-10943](#)-A-7 **IN RE: DE QIANG/AMY FENG**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-6-2026 [\[181\]](#)

FLAGSTAR BANK, N.A./MV
MICHAEL REID/ATTY. FOR DBT.
DIANA TORRES-BRITO/ATTY. FOR MV.
DISCHARGED 3/31/26

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted as to 11 U.S.C. § 362(d)(1) only and denied as moot as to the debtors.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtors, 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). Therefore, the defaults of the above-mentioned parties in interest are entered. Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here in part.

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtors' interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtors' discharge was entered on March 31, 2026. Doc. #188. The motion will be GRANTED IN PART for cause shown pursuant to 11 U.S.C. § 362(d)(1) as to the chapter 7 trustee. Relief pursuant to 11 U.S.C. § 362(d)(2) is denied.

The movant, Flagstar 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 piece of real property located at 30101 Brassie Ct., Tehachapi, California 93561 ("Property"). Doc. #181.

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 debtors do not have any 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 the debtors have been in default since August 1, 2022. Decl. of Chastity Wilson, Doc. #183.

While the Property is not necessary to an effective reorganization because the debtors are in chapter 7, based on Movant's evidence, the debtors have equity in the Property. Debtors value the Property at \$544,800.00. Am. Schedule A/B, Doc. #170. The value of the "equity cushion" in the Property exceeds Movant's total claim of \$486,320.44, and Movant holds the only lien on the Property. Doc. #181. Therefore, Debtors have equity in the Property.

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

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

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-25-2026 [\[13\]](#)

ARIZONA CENTRAL CREDIT UNION/MV
D. GARDNER/ATTY. FOR DBT.
JOHN MENDONZA/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date 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.

As a further procedural matter, the declaration and exhibits filed by the movant do not comply with LBR 9004-2(c)(1) and (d)(1), which require declarations and exhibits to be filed as separate documents. Here, the declaration and supporting exhibits were filed as a single document. E.g., Doc. #15. In the future, the declaration and exhibits should be filed as separate documents.

The movant, Arizona Central Credit Union ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2020 Mitsubishi Outlander, VIN: JA4AP4AU8LU026426 ("Vehicle"). Doc. #13.

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 debtors do not have any 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 are one payment past due in the amount of \$482.96. Decl. of Maria Perez, Doc. #15. The debtors have surrendered the Vehicle to Movant. Id.

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 the debtors are in chapter 7. The debtors value the Vehicle at \$9,000.00. Doc. #1. The amount owed to Movant is \$15,058.45. Perez Decl., Doc. #15.

Accordingly, pending opposition being raised at the hearing, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to

dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the debtors have failed to make at least one post-petition payment and the debtors have surrendered the Vehicle to Movant.

11. [25-10650](#)-A-7 **IN RE: MIGUEL PEREZ ROBLES AND ALEXIS PEREZ**
[JCW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-17-2026 [[20](#)]

BMW BANK OF NORTH AMERICA/MV
JERRY LOWE/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.
DISCHARGED 6/2/25

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

DISPOSITION: Granted in part and denied as moot in part.

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

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

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtors' interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtors' discharge was entered on June 2, 2025. Doc. #17. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, BMW Bank of North America ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2020 BMW X3 xDrive30i Sport Utility 4D, VIN: 5UXTY3C06L9C68216 ("Vehicle"). Doc. #20.

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 debtors do not have any 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 the debtors have failed to make at least three complete post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$1,781.64. Decl. of Christopher Dick, Doc. #22.

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 the debtors are in chapter 7. Movant values the Vehicle at \$14,910.00 and the amount owed to Movant is \$22,618.53. Dick Decl., Doc. #22.

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

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

12. [23-11655](#)-A-7 **IN RE: POOL KINGDOM INC.**
[ICE-2](#)

MOTION TO PAY
3-13-2026 [38]

IRMA EDMONDS/MV
JUSTIN HARRIS/ATTY. FOR DBT.
IRMA EDMONDS/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.

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

Irma Edmonds ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Pool Kingdom, Inc. ("Debtor"), moves the court for an order authorizing the

payment of \$800.00 to the California Franchise Tax Board for tax year 2025 as an administrative expense and for authorization to pay in the future minimum yearly taxes of \$800.00 to the California Franchise Tax Board. Doc. #38.

Section 503(b)(1)(B) of the Bankruptcy Code states that, after notice and a hearing, administrative expenses shall be allowed for "any tax [] incurred by the estate, whether secured or unsecured, including property taxes . . . except a tax of a kind specified in section 507(a)(8) of this title[.]" "Pursuant to this subsection of § 503, a claim is entitled to allowance as an administrative expense if two requirements are satisfied: the tax must be incurred by the estate and the tax must not be a tax of a kind specified in § 507[(a)(8)]." Towers for Pacific-Atlantic Trading Co. v. United States (In re Pacific-Atlantic Trading Co.), 64 F.3d 1292, 1298 (9th Cir. 1995). Here, Trustee has shown that the tax was incurred by the estate, and the tax is not a tax of the kind specified in § 507(a)(8). Decl. of Irma Edmonds, Doc. #40.

Accordingly, this motion is GRANTED. Trustee is authorized to pay as an administrative expense \$800.00 to the California Franchise Tax Board for tax year 2025 as well as any additional fees or penalties, if accessed, so long as the taxes to be paid are not for a tax of a kind specified in § 507(a)(8).

13. [26-10257](#)-A-7 **IN RE: RYAN ALLEN**
[GAL-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-10-2026 [16]

TINKER FEDERAL CREDIT UNION/MV
ERIC ESCAMILLA/ATTY. FOR DBT.
GARRY MASTERSON/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.

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

The movant, Tinker 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 2020 Honda CR-V Hybrid, VIN: 7FART6H90LE021185 ("Vehicle"). Doc. #16.

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 any 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 the debtor has failed to make at least three complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$1,726.12 including late charges of 55.24. Decl. of Enid Hernandez, Doc. #18. According to the debtor's Statement of Intention, the Vehicle will be surrendered. Doc. #1.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$27,650.00 and the debtor owes \$33,451.88. Hernandez Decl., Doc. #18.

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

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

14. [24-13060](#)-A-7 **IN RE: TY LY AND CHEALSEE MOUA**

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH
TY C. LY AND CHEALSEE MOUA
3-6-2026 [\[29\]](#)

IRMA EDMONDS/MV
LAYNE HAYDEN/ATTY. FOR DBT.
GABRIEL WADDELL/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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral

argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

As a procedural matter, the motion and supporting papers do not comply with LBR 9014-1(c). "In motions filed in the bankruptcy case, a Docket Control Number (designated as DCN) shall be included by all parties immediately below the case number on all pleadings and other documents, including proofs of service, filed in support of or opposition to motions." LBR 9014-1(c)(1). "Once a Docket Control Number is assigned, all related papers filed by any party, including motions for orders shortening the amount of notice and stipulations resolving that motion, shall include the same number." LBR 9014-1(c)(4). See LBR 9004-2(b)(6). Here, no DCN was assigned to the motion.

Irma Edmonds ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Ty C. Ly and Chealsee Moua (together, "Debtors"), moves the court for an order pursuant to Federal Rule of Bankruptcy Procedure 9019 approving a settlement between Trustee and Debtors. Doc. #29.

Debtors, in their amended schedules filed on June 19, 2025, disclosed an ownership interest in the real property located at 5036 East Belgravia, Fresno, California 93725 valued at \$350,000.00, in which Debtors did not claim an exemption (the "Property"). Am. Schedules A/B & C, Doc. #27; Decl. of Irma Edmonds, Doc. #31. Debtors' son is also on title to the Property, requiring an adversary proceeding for the sale of co-owned real property to allow Trustee to sell the Property on behalf of the bankruptcy estate. Edmonds Decl., Doc. #31. Trustee believes it is possible that Debtors' son claims a beneficial interest in some portion of the proceeds of the Property. Id. To resolve this dispute, Trustee agrees to sell the Property to Debtors for \$52,000.00. Id. Debtors and Trustee entered into a settlement agreement ("Settlement Agreement") that calls for Debtors to pay the sum of \$52,000.00. Edmonds Decl., Doc. #31; Ex. A, Doc. #32. Trustee acknowledges receiving the \$52,000.00 from Debtors. Edmonds Decl., Doc. #31; Ex. A, Doc. #32. Trustee believes that this settlement amount will be sufficient to pay all timely-filed claims and administrative expenses. Edmonds Decl., Doc. #31.

On a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Fed. R. Bankr. P. 9019. Approval of a compromise must be based upon considerations of fairness and equity. Martin v. Kane (In re A & C Props.), 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the creditors with a proper deference to their reasonable views. Woodson v. Fireman's Fund Ins. Co. (In re Woodson), 839 F.2d 610, 620 (9th Cir. 1988).

It appears from the moving papers that Trustee has considered the standards of A & C Properties and Woodson. Doc. #29. Regarding the first Woodson factor, Trustee believes she would be successful in seeking to sell the Property for the benefit of the bankruptcy estate. Edmonds Decl., Doc. #31. However, that sale would require an adversary proceeding with significant additional administrative expenses and the risks and delays of litigation. Id. By keeping administrative expenses low, the Settlement Agreement will pay all timely-filed claims along with administrative expenses, and it is highly unlikely that litigation would result in an increase to the amount distributed to creditors. Id.

Regarding the second Woodson factor, Trustee believes collections of selling real property is not likely to be an issue. Edmonds Decl., Doc. #31. However, if approval of the settlement is denied, the amount Trustee could ultimately recover could be significantly reduced by the beneficial ownership interest of the Property's co-owner, and highly increased administrative expenses would need to be paid prior to distribution to general unsecured creditors. Id.

Regarding the third and fourth Woodson factors, Trustee believes that, while the adversary proceeding for sale of co-owned real property would not be procedurally complex, the factual issues could be complicated, specifically, finding facts to determine the percentage of the beneficial value of the Property that belongs to the co-owner and not the bankruptcy estate. Edmonds Decl., Doc. #31. Moreover, approving the settlement provides an estimated 100% recovery to creditors of the estate and maximizes the return to unsecured creditors. Id.

The court concludes that the Woodson factors balance in favor of approving the compromise, and the compromise is in the best interests of the creditors and the estate. It appears that the compromise pursuant to Federal Rule of Bankruptcy Procedure 9019 is a reasonable exercise of Trustee's business judgment. The court may give weight to the opinions of the trustee, the parties, and their attorneys. In re Blair, 538 F.2d 849, 851 (9th Cir. 1976). No opposition has been filed. Furthermore, the law favors compromise and not litigation for its own sake. Id.

Accordingly, the motion is GRANTED, and the Settlement Agreement between Trustee and Debtors is approved.

15. [26-10460-A-7](#) **IN RE: TRE ALTMANN**
[SAA-1](#)

MOTION FOR REDEMPTION
3-11-2026 [\[11\]](#)

TRE ALTMANN/MV
STEVEN ALPERT/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The court will issue an order after the hearing.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, 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). Therefore, the defaults of the non-responding parties in interest are entered. Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has not done here.

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice

to include the names and addresses of persons who must be served with any opposition.

Tre Lynne Altmann ("Debtor"), the debtor in this chapter 7 case, moves the court for an order authorizing Debtor to redeem a 2016 Volvo V60 T5 Cross Country Platinum Wagon 4D, VIN: YV4612HMXG1006416 (the "Vehicle"), which is the collateral of CarMax Auto Finance ("Creditor"), for \$12,520.00 pursuant to 11 U.S.C. § 722. Doc. #11. Creditor has not filed written opposition.

"An individual debtor may, whether or not the debtor has waived the right to redeem under this section, redeem tangible personal property intended primarily for personal, family, or household use, from a lien securing a dischargeable consumer debt, if such property is exempted under section 522 of this title or has been abandoned under section 554 of this title, by paying the holder of such lien the amount of the allowed secured claim of such holder that is secured by such lien in full at the time of redemption." 11 U.S.C. § 722.

The motion does not satisfy 11 U.S.C. § 722. 11 U.S.C. § 722 requires that the property to be redeemed is "tangible personal property intended primarily for personal, family, or household use." While the motion states that the Vehicle is intended primarily for personal, family, or household use (Doc. #11), Debtor's declaration (Doc. #13) does not address the issue. Consequently, there is no evidence filed with the motion to support the court finding that the Vehicle is intended primarily for personal, family, or household use.

Accordingly, this motion will be DENIED.

16. [26-10170](#)-A-7 **IN RE: LEE LEE**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
3-23-2026 [\[21\]](#)

GRISELDA TORRES/ATTY. FOR DBT.
\$34.00 AMENDMENT FEE PAID 3/24/26

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the amendment filing fees now due have been paid.

17. [26-10170](#)-A-7 **IN RE: LEE LEE**
[GT-1](#)

MOTION TO AVOID LIEN OF PORTFOLIO RECOVERY ASSOCIATES, LLC
3-31-2026 [23]

LEE LEE/MV
GRISELDA TORRES/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record sufficiently supplemented.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date 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 the record is sufficiently supplemented. 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.

Lee Yoo Sun Lee ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Portfolio Recovery Associates, LLC ("Creditor") on the residential real property commonly referred to as 5852 E. Atchinson Street, Fresno, California 93727 (the "Property"). Doc. #23; Schedule C, Doc. #1; Am. Schedule D, Doc. #17.

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

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, the liens must be avoided in the reverse order of their priority. Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger), 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtor filed the bankruptcy petition on January 19, 2026. Doc. #1. A judgment was entered against Debtor in the amount of \$2,396.77 in favor of Creditor on October 3, 2023. Ex. A, Doc. #26. The abstract of judgment was recorded pre-petition in Fresno County on February 27, 2025, as document number 2025-0020719. Ex. A, Doc. #26. The lien attached to Debtor's interest in the

Property located in Fresno County. Doc. #23. Debtor claimed an exemption of \$450,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtor asserts a market value for the Property as of the petition date at \$595,000.00. Am. Schedule A/B, Doc. #17. Debtor also set for hearing a motion to avoid one junior judicial lien on the Property, which may be granted (see calendar matter #19 below).

There appears to be two senior judicial liens on the Property:

- (1) The first senior judicial lien arises from an abstract of judgment recorded in Fresno County on April 23, 2019 by Capital One Bank (USA), N.A. in the amount of \$22,194.00. Ex. A, Doc. #31.
- (2) The second senior judicial lien arises from an abstract of judgment recorded in Fresno County on November 20, 2020 by Citibank, N.A. in the amount of \$7,420.14. Ex. A, Doc. #41.

In the motion, Debtor deducts \$277,694.00 for "Less Senior Liens" from the value of the Property. Doc. #23. The court believes that amount is in reference to a deed of trust in favor of Midland Mortgage Co. in the amount of \$277,649.00 that was listed on Debtor's initially filed Schedule D. Schedule D, Doc. #1. However, Debtor filed an amended Schedule D on March 9, 2026 that omits the claim of Midland Mortgage Co. in its entirety, and the declaration filed in support of the motion does not attest to any senior deed of trust on the Property. Am. Schedule D, Doc. #17; Decl. of Lee Yoo Sun Lee, Doc. #25. The court is inclined to include the deed of trust in favor of Midland Mortgage Co. in the statutory formula below. However, at the hearing, Debtor should be prepared to confirm that the deed of trust in favor of Midland Mortgage Co. should be included when applying the statutory formula to the judicial lien that is the subject of the instant motion. If the deed of trust in favor of Midland Mortgage Co. should be included in the statutory formula, an amended Schedule D needs to be filed before the court grants the relief requested.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$2,396.77
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$307,263.14
Amount of Debtor's claim of exemption in the Property	+	\$450,000.00
		\$759,659.91
Value of Debtor's interest in the Property absent liens	-	\$595,000.00
Amount Creditor's lien impairs Debtor's exemption		\$164,659.91

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided. It appears Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1).

Accordingly, pending opposition being raised at the hearing and subject to Debtor confirming there is a senior deed of trust on the Property and filing an amended Schedule D, the motion will be GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

18. [26-10170](#)-A-7 **IN RE: LEE LEE**
[GT-2](#)

MOTION TO AVOID LIEN OF CAPITAL ONE BANK (USA), N.A.
3-31-2026 [28]

LEE LEE/MV
GRISELDA TORRES/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record sufficiently supplemented.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date 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 the record is sufficiently supplemented. 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.

Lee Yoo Sun Lee ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Capital One Bank (USA), N.A. ("Creditor") on the residential real property commonly referred to as 5852 E. Atchinson Street, Fresno, California 93727 (the "Property"). Doc. #28; Schedule C, Doc. #1; Am. Schedule D, Doc. #17.

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

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, the liens must be avoided in the reverse order of their priority. Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger), 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtor filed the bankruptcy petition on January 19, 2026. Doc. #1. A judgment was entered against Debtor in the amount of \$22,194.00 in favor of Creditor on March 14, 2019. Ex. A, Doc. #31. The abstract of judgment was recorded pre-petition in Fresno County on April 23, 2019, as document number 2019-0040998. Ex. A, Doc. #31. The lien attached to Debtor's interest in the Property located

in Fresno County. Doc. #28. Debtor claimed an exemption of \$450,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtor asserts a market value for the Property as of the petition date at \$595,000.00. Am. Schedule A/B, Doc. #17. Debtor also set for hearing a motion to avoid three junior judicial liens on the Property, which may be granted (see calendar matter #17 above and calendar matters #19 and 20 below).

In the motion, Debtor deducts \$277,694.00 for "Less Senior Liens" from the value of the Property. Doc. #28. The court believes that amount is in reference to a deed of trust in favor of Midland Mortgage Co. in the amount of \$277,649.00 that was listed on Debtor's initially filed Schedule D. Schedule D, Doc. #1. However, Debtor filed an amended Schedule D on March 9, 2026 that omits the claim of Midland Mortgage Co. in its entirety, and the declaration filed in support of the motion does not attest to any senior deed of trust on the Property. Am. Schedule D, Doc. #17; Decl. of Lee Yoo Sun Lee, Doc. #30. The court is inclined to include the deed of trust in favor of Midland Mortgage Co. in the statutory formula below. However, at the hearing, Debtor should be prepared to confirm that the deed of trust in favor of Midland Mortgage Co. should be included when applying the statutory formula to the judicial lien that is the subject of the instant motion. If the deed of trust in favor of Midland Mortgage Co. should be included in the statutory formula, an amended Schedule D needs to be filed before the court grants the relief requested.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$22,194.00
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$277,649.00
Amount of Debtor's claim of exemption in the Property	+	\$450,000.00
		\$749,843.00
Value of Debtor's interest in the Property absent liens	-	\$595,000.00
Amount Creditor's lien impairs Debtor's exemption		\$154,843.00

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided. It appears Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1).

Accordingly, pending opposition being raised at the hearing and subject to Debtor confirming there is a senior deed of trust on the Property and filing an amended Schedule D, the motion will be GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

19. [26-10170](#)-A-7 **IN RE: LEE LEE**
[GT-3](#)

MOTION TO AVOID LIEN OF MIDLAND CREDIT MANAGEMENT, INC.
3-31-2026 [33]

LEE LEE/MV
GRISELDA TORRES/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record sufficiently supplemented.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date 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 the record is sufficiently supplemented. 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.

Lee Yoo Sun Lee ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Midland Credit Management, Inc. ("Creditor") on the residential real property commonly referred to as 5852 E. Atchinson Street, Fresno, California 93727 (the "Property"). Doc. #33; Schedule C, Doc. #1; Am. Schedule D, Doc. #17.

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

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, the liens must be avoided in the reverse order of their priority. Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger), 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtor filed the bankruptcy petition on January 19, 2026. Doc. #1. A judgment was entered against Debtor in the amount of \$7,511.98 in favor of Creditor on June 15, 2021. Ex. A, Doc. #36. The abstract of judgment was recorded pre-petition in Fresno County on March 25, 2025, as document number 2025-0029439. Ex. A, Doc. #26. The lien attached to Debtor's interest in the Property located

in Fresno County. Doc. #33. Debtor claimed an exemption of \$450,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtor asserts a market value for the Property as of the petition date at \$595,000.00. Am. Schedule A/B, Doc. #17.

There appears to be three senior judicial liens on the Property:

- (1) The first senior judicial lien arises from an abstract of judgment recorded in Fresno County on April 23, 2019 by Capital One Bank (USA), N.A. in the amount of \$22,194.00. Ex. A, Doc. #31.
- (2) The second senior judicial lien arises from an abstract of judgment recorded in Fresno County on November 20, 2020 by Citibank, N.A. in the amount of \$7,420.14. Ex. A, Doc. #41.
- (3) The third senior judicial lien arises from an abstract of judgment recorded in Fresno County on February 27, 2025 by Portfolio Recovery Associates, LLC in the amount of \$2,396.77. Ex. A, Doc. #26.

In the motion, Debtor deducts \$277,694.00 for "Less Senior Liens" from the value of the Property. Doc. #33. The court believes that amount is in reference to a deed of trust in favor of Midland Mortgage Co. in the amount of \$277,649.00 that was listed on Debtor's initially filed Schedule D. Schedule D, Doc. #1. However, Debtor filed an amended Schedule D on March 9, 2026 that omits the claim of Midland Mortgage Co. in its entirety, and the declaration filed in support of the motion does not attest to any senior deed of trust on the Property. Am. Schedule D, Doc. #17; Decl. of Lee Yoo Sun Lee, Doc. #35. The court is inclined to include the deed of trust in favor of Midland Mortgage Co. in the statutory formula below. However, at the hearing, Debtor should be prepared to confirm that the deed of trust in favor of Midland Mortgage Co. should be included when applying the statutory formula to the judicial lien that is the subject of the instant motion. If the deed of trust in favor of Midland Mortgage Co. should be included in the statutory formula, an amended Schedule D needs to be filed before the court grants the relief requested.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$7,511.98
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$309,659.91
Amount of Debtor's claim of exemption in the Property	+	\$450,000.00
		\$767,171.89
Value of Debtor's interest in the Property absent liens	-	\$595,000.00
Amount Creditor's lien impairs Debtor's exemption		\$172,171.89

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided. It appears Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1).

Accordingly, pending opposition being raised at the hearing and subject to Debtor confirming there is a senior deed of trust on the Property and filing an amended Schedule D, the motion will be GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

20. 26-10170-A-7 **IN RE: LEE LEE**
GT-4

MOTION TO AVOID LIEN OF CITIBANK, N.A.
3-31-2026 [38]

LEE LEE/MV
GRISELDA TORRES/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record sufficiently supplemented.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date 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 the record is sufficiently supplemented. 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.

Lee Yoo Sun Lee ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Citibank, N.A. ("Creditor") on the residential real property commonly referred to as 5852 E. Atchinson Street, Fresno, California 93727 (the "Property"). Doc. #38; Schedule C, Doc. #1; Am. Schedule D, Doc. #17.

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

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, the liens must be avoided in the reverse order of their priority. Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger), 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtor filed the bankruptcy petition on January 19, 2026. Doc. #1. A judgment was entered against Debtor in the amount of \$7,420.14 in favor of Creditor on September 18, 2020. Ex. A, Doc. #41. The abstract of judgment was recorded pre-petition in Fresno County on November 20, 2020, as document number 2020-0167469. Ex. A, Doc. #41. The lien attached to Debtor's interest in the

Property located in Fresno County. Doc. #38. Debtor claimed an exemption of \$450,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtor asserts a market value for the Property as of the petition date at \$595,000.00. Am. Schedule A/B, Doc. #17. There appears to be a senior judicial lien recorded in Fresno County on April 23, 2019 with respect to a lien held by Capital One Bank (USA), N.A. entered on March 14, 2019 for \$22,194.00. Ex. A, Doc. #31. Debtor also set for hearing a motion to avoid two junior judicial liens on the Property, which may be granted (see calendar matters ##17 & 19 above).

In the motion, Debtor deducts \$277,694.00 for "Less Senior Liens" from the value of the Property. Doc. #38. The court believes that amount is in reference to a deed of trust in favor of Midland Mortgage Co. in the amount of \$277,649.00 that was listed on Debtor's initially filed Schedule D. Schedule D, Doc. #1. However, Debtor filed an amended Schedule D on March 9, 2026 that omits the claim of Midland Mortgage Co. in its entirety, and the declaration filed in support of the motion does not attest to any senior deed of trust on the Property. Am. Schedule D, Doc. #17; Decl. of Lee Yoo Sun Lee, Doc. #40. The court is inclined to include the deed of trust in favor of Midland Mortgage Co. in the statutory formula below. However, at the hearing, Debtor should be prepared to confirm that the deed of trust in favor of Midland Mortgage Co. should be included when applying the statutory formula to the judicial lien that is the subject of the instant motion. If the deed of trust in favor of Midland Mortgage Co. should be included in the statutory formula, an amended Schedule D needs to be filed before the court grants the relief requested.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$7,420.14
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$299,843.00
Amount of Debtor's claim of exemption in the Property	+	\$450,000.00
		\$757,263.14
Value of Debtor's interest in the Property absent liens	-	\$595,000.00
Amount Creditor's lien impairs Debtor's exemption		\$162,263.14

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided. It appears Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1).

Accordingly, pending opposition being raised at the hearing and subject to Debtor confirming there is a senior deed of trust on the Property and filing an amended Schedule D, the motion will be GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

21. [23-11771](#)-A-7 **IN RE: PARADIGM STEEL FABRICATORS INC.**
[JMV-2](#)

AMENDED MOTION FOR COMPENSATION FOR JEFFREY M. VETTER, CHAPTER 7
TRUSTEE(S)
3-21-2026 [\[113\]](#)

JEFFREY VETTER/MV
D. GARDNER/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.

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice to include the names and addresses of persons who must be served with any opposition.

Jeffrey M. Vetter ("Trustee"), the chapter 7 trustee, requests allowance of final compensation and reimbursement for expenses for services rendered as trustee in this case. Doc. #113. Movant provided trustee services valued at \$22,793.81, and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of \$3,476.69. Id. Since being appointed to this case on August 14, 2023, Trustee administered the estate, employed counsel and accountants, disposed of estate property, reviewed and reconciled financial records, and prepared final filings. Exs., Doc. #111.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a chapter 7 trustee. 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded a chapter 7 trustee, the court shall treat such compensation as a commission, based on § 326 of the Bankruptcy Code. 11 U.S.C. § 330(a)(7). Here, Trustee demonstrates reasonable compensation in accordance with the statutory framework of § 326. Ex. A, Doc. #111. Further, the court finds Trustee's services and requested expenses were actual and necessary to the administration of this estate.

This motion is GRANTED. The court allows statutory compensation in the amount of \$22,793.81 and reimbursement for expenses in the amount of \$3,476.69.

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-11-2026 [\[12\]](#)

GLOBAL LENDING SERVICES LLC/MV
BENNY BARCO/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, Global Lending Services LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2023 Kia Forte, VIN: 3KPF24AD1PE571592 ("Vehicle"). Doc. #12.

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 any 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 the debtor has failed to make at least one post-petition payment. Movant has produced evidence that the debtor is delinquent by at least \$700.04. Decl. of La 'Quasha Wright, Doc. #14. According to the debtor's Statement of Intention, the Vehicle will be surrendered. Doc. #1.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. Id. The Vehicle is valued at \$16,800.00 and the debtor owes \$24,724.50. Wright Decl., Doc. #14.

Accordingly, the motion is granted pursuant to 11 U.S.C. § 362(d) (1) and (d) (2) to permit 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.

23. [26-10675](#)-A-7 **IN RE: JASVINDAR SINGH**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION IN PACER
3-11-2026 [[12](#)]

THOMAS HOGAN/ATTY. FOR DBT.

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the incorrect contact information was updated by the debtor's counsel. Therefore, this order to show cause will be VACATED. No appearance is necessary.

24. [26-10380](#)-A-7 **IN RE: GLEN/ROBIN HARMONSON**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-6-2026 [[18](#)]

SYSTEMS & SERVICES TECHNOLOGIES, INC./MV
ROBERT WILLIAMS/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, Systems & Services Technologies, Inc. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2021 Forest River Salem 282Q, VIN: 4X4TSMD21ME025003 ("Vehicle"). Doc. #18.

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 debtors do not have any 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 the debtors have failed to make at least four complete pre- and post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$1,666.32. Decl. of Shelly Seipel, Doc. #22. In addition, Movant has been unable to verify the debtor's insurance coverage on the Vehicle. Id. According to the debtors' Statement of Intention, the Vehicle will be surrendered. Doc. #1.

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 the debtors are in chapter 7. The Vehicle is valued at \$13,750.00 and the debtors owe \$23,440.25. Seipel Decl., Doc. #22.

Accordingly, the motion is granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit 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.

25. [25-22383](#)-A-7 **IN RE: WAYNE/CHRISTINE PARKER**
[DNL-5](#)

MOTION TO SELL
3-23-2026 [[106](#)]

ETHAN BIRNBERG/MV
PATRICIA WILSON/ATTY. FOR DBT.
J. CUNNINGHAM/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted subject to higher and better offers.

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

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and 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 subject to higher and better offers. 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.

Ethan J. Birnberg ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Wayne Evan Parker and Christine Eve Parker (together, "Debtors"), moves the court for an order authorizing the sale of a 5-Ton O/H Crane and a 10,000 SF Metal Building Frame (collectively, "Personal Property") to Michael A. Roberts ("Buyer"). Tr.'s Mot., Doc. #106. Trustee proposes to sell the Personal Property to Buyer for \$19,500.00, payable by \$10,000.00 upon the signing of the sale agreement and \$9,500.00 within 7 calendar days of an order entered in this case granting the instant motion. Id. The proposed sale is subject to overbid through the conclusion of the sale hearing. Id.

Pursuant to 11 U.S.C. § 363(b)(1), the trustee, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. In re Alaska Fishing Adventure, LLC, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) (citing 240 N. Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 N. Brand Partners, Ltd.), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996)). "In the context of sales of estate property under § 363, a bankruptcy court 'should determine only whether the trustee's judgment [is] reasonable and whether a sound business justification exists supporting the sale and its terms.'" Alaska Fishing Adventure, 594 B.R. at 889 (quoting 3 COLLIER ON BANKRUPTCY ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.)). "[T]he trustee's business judgment is to be given great judicial deference." Id. at 889-90 (quoting In re Psychometric Sys., Inc., 367 B.R. 670, 674 (Bankr. D. Colo. 2007)).

Trustee believes that approval of the sale of the Personal Property to Buyer on the terms set forth in the motion is in the best interests of creditors and the estate. Decl. of Ethan J. Birnberg, Doc. #108. Trustee and Buyer have entered into an agreement for the purchase and sale of the Personal Property ("Agreement"). Birnberg Decl., Doc. #108; Ex. A, Doc. #109. Debtors' Schedule A/B values the Personal Property at a combined value of \$16,000.00. Am. Schedule A/B, Doc. #70; Doc. #106. Trustee proposes to sell the Personal Property to Buyer for \$19,500.00, payable by \$10,000.00 upon signing of the Agreement and \$9,500.00 within 7 calendar days of an order entered in this case granting the instant motion. Birnberg Decl., Doc. #108; Ex. A, Doc. #109. Trustee has accepted Buyer's offer conditioned upon the court's approval and better and higher offers at the hearing. Ex. A, Doc. #109. The sale is "as is, where is" with no warranties or representations of any nature. Id.

The Personal Property will be sold at a price greater than the aggregate value of any liens as there are no liens attached to the Personal Property and it appears that the sale of the estate's interest in the Personal Property is in the best interests of the estate, the Personal Property will be sold for a fair and reasonable price, and the sale is supported by a valid business judgment and proposed in good faith.

Accordingly, pending opposition being raised at the hearing and subject to overbid offers made at the hearing, the court will GRANT Trustee's motion and authorize the sale of the Personal Property pursuant to 11 U.S.C. § 363(b)(1).

26. [25-22383](#)-A-7 **IN RE: WAYNE/CHRISTINE PARKER**
[EJB-1](#)

CONTINUED NOTICE OF INTENT TO SELL EQUITY IN ASSETS
10-7-2025 [23]

PATRICIA WILSON/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Drop as moot.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The court will issue an order after the hearing.

On October 7, 2025, the chapter 7 trustee Ethan J. Birnberg ("Trustee") filed and served a notice of intent ("Notice") to sell the equity in certain assets to the debtors and provide notice of an opportunity for hearing. Doc. ##23, 24. On January 6, 2026, the court issued an order to show cause ("OSC") because Trustee did not seek or obtain court approval of the sale that was the subject of the Notice. Doc. #41. A hearing on the OSC was held on January 20, 2026, and the OSC was sustained because Trustee's sale did not comply with 11 U.S.C. § 363(b). Order, Doc. #54. The court required Trustee to file and serve a new motion to sell the assets that were the subject of the Notice by February 3, 2026. Id. A hearing with respect to the Notice was set for February 23, 2026 to ensure compliance with the OSC. Id. That hearing was subsequently continued to April 15, 2026. Order, Doc. #78.

All of the assets included in the Notice are included in a motion to sell assets filed by Trustee on January 28, 2026, and set for continued hearing on April 22, 2026, as well as a motion to sell assets filed by Trustee on March 23, 2026, and set for continued hearing on April 15, 2026. Doc. ##79, 106, 107, 112. Because Trustee has complied with the requirements of the OSC with respect to these debtors, the hearing on the Notice is dropped as moot.

27. [26-10484](#)-A-7 **IN RE: DANIEL RODRIGUEZ AND LINDSEY STANDRIDGE**
[JCW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-10-2026 [17]

LAKEVIEW LOAN SERVICING, LLC/MV
JENNIFER WONG/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as

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

The movant, Lakeview Loan Servicing, LLC by LoanCare, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to real property located at 781 Grant St., Hanford, California 93230 ("Property"). Doc. #17.

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors have failed to make at least 18 complete pre- and post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$25,044.22 and the entire balance of \$142,696.42 is due. Decl. of Linda Brown, Doc. #19.

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

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the debtors have failed to make at least 18 payments, both pre- and post-petition to Movant.

28. [25-13786](#)-A-7 **IN RE: JOSE CRUZ AND INES PEREIRA CRUZ**
[RSW-2](#)

MOTION TO AVOID LIEN OF CITIBANK, N.A.
3-9-2026 [\[24\]](#)

INES PEREIRA CRUZ/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.

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

Jose Camilo Cruz and Ines Pereira Cruz (together, "Debtors"), the debtors in this chapter 7 case, move pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Citibank, N.A., ("Creditor") on the residential real property commonly referred to as 1721 Radiance Drive, Bakersfield, California 93304 (the "Property"). Doc. #24; Schedules C & D, Doc. #1.

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

Debtors filed the bankruptcy petition on November 10, 2025. Doc. #1. A judgment was entered against Ines P. Cruz in the amount of \$4,557.26 in favor of Creditor on July 3, 2019. Ex. 4, Doc. #27. The abstract of judgment was recorded pre-petition in Kern County on August 23, 2019, as document number 219106772. Id. The lien attached to Debtors' interest in the Property located in Kern County. Doc. #24. The Property also is encumbered by a lien in favor of Valon/fed Nat Mtg Asso in the amount \$98,828.00. Schedule D, Doc. #1. Debtors claimed an exemption of \$395,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtors assert a market value for the Property as of the petition date at \$231,200.00. Schedule A/B, Doc. #1.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$4,557.26
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$98,828.00
Amount of Debtors' claim of exemption in the Property	+	\$395,000.00
		\$498,385.26
Value of Debtors' interest in the Property absent liens	-	\$231,200.00
Amount Creditor's lien impairs Debtors' exemption		\$267,185.26

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this judicial lien impairs Debtors' exemption in the Property and its fixing will be avoided.

Debtors have established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1). Accordingly, this motion is GRANTED. The proposed order

shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

29. [25-13087](#)-A-7 **IN RE: RICHARD/LINDA OLIVER**
[SL-1](#)

MOTION TO COMPEL ABANDONMENT
3-11-2026 [\[19\]](#)

LINDA OLIVER/MV
SCOTT LYONS/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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the 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 amount of damages). Televideo Systems, Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movants have done here.

Richard Gary Oliver and Linda Louise Oliver (together, "Debtors"), the chapter 7 debtors in this case, move the court to compel the chapter 7 trustee to abandon the estate's interest in (i) the single-family residence (located at 3245 S. Meadowbrook St., Visalia, California 93292), (ii) a Lanai City timeshare (located at Westin Ka'anapali Ocean Resort Villas North, 170 Kai Ala Dr., Lanai City, Hawaii 96763), (iii) a Myrtle Beach timeshare (located at Sheraton Broadway Resort Villas, 3301 Robert M. Grissom Pkwy, Myrtle Beach, South Carolina 29577), and (iv) a 2017 Nissan Murano (collectively, the "Property"). Doc. #19. Debtors assert that they have no non-exempt equity in the Property and the Property therefore has no value to the bankruptcy estate. Doc. #19. No opposition has been filed in response to this motion.

11 U.S.C. § 554(b) permits the court, on request of a party in interest and after notice and a hearing, to order the trustee to abandon property that is burdensome to the estate or of inconsequential value and benefit to the estate. Vu v. Kendall (In re Vu), 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). To grant a motion to abandon property, the bankruptcy court must find either that the property is (1) burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. Id. (citing Morgan v. K.C. Mach. & Tool Co. (In re K.C. Mach. & Tool Co.), 816 F.2d 238, 245 (6th Cir. 1987)). However, "an order compelling abandonment [under § 554(b)] 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." Id. (quoting K.C. Mach. & Tool Co., 816 F.2d at 246).

Here, Debtors do not allege that the Property is burdensome to the estate. Doc. #19. Therefore, Debtors must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. Debtors' single-family residence is valued at \$484,700.00, the Lanai City timeshare is valued at \$0.00, the Myrtle Beach timeshare is valued at \$300.00, and the 2017 Nissan Murano is valued at \$8,681.00. Am. Schedule A/B, Doc. #14; Decl. of Linda Louise Oliver, Doc. #21. Debtors' Property, specifically, the single-family residence, is encumbered by a mortgage in the amount of \$254,359.00 and a lien in the amount of \$2,600.54. Schedule D, Doc. #1; Oliver Decl., Doc. #21. Under California Civil Procedure Code § 704.730, Debtors claimed a \$362,000.00 exemption in the single-family residence. Am. Schedule C, Doc. #14; Oliver Decl., Doc. #21. Under California Civil Procedure Code § 704.010, Debtors claimed a \$8,625.00 exemption in the 2017 Nissan Murano. Id. The court finds that Debtors have met their burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

Accordingly, this motion is GRANTED. The order shall specifically identify the property abandoned.

30. [25-24987](#)-A-7 **IN RE: IVAN/CHERI TURNER**
[CRG-3](#)

MOTION TO RECONVERT CASE FROM CHAPTER 7 TO CHAPTER 13
3-9-2026 [\[37\]](#)

CARL GUSTAFSON/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

The notice of hearing does not comply with Local Rule of Practice ("LBR") 9004-2(b)(5), which requires that "[t]he 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." LBR 9004-2(b)(5). Here, the notice of hearing gives the location to the United States Bankruptcy Court Sacramento Division instead of the United States Bankruptcy Court Fresno Division. Further, the body of the notice of hearing refers to the local rules for the United States Bankruptcy Court for the Northern District of California, which is also incorrect.

As a further procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice to include the names and addresses of persons who must be served with any opposition. The notice of hearing also does not comply with LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether

the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing.

The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders>.

31. [26-10191](#)-A-7 **IN RE: CLOE AGUIRRE**
[KLG-1](#)

MOTION TO CONVERT CASE FROM CHAPTER 7 TO CHAPTER 13
2-16-2026 [17]

ARETE KOSTOPOULOS/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for failure to comply with the court's Local Rules of Practice.

Local Rule of Practice 9014-1(d)(3)(D) requires in relevant part that "[e]very motion or other request for relief shall be accompanied by evidence establishing its factual allegations and demonstrating that the movant is entitled to the relief requested." Here, there is no declaration filed with the motion to convert case (Doc. #17) or any analysis to support the relief sought by the movant. Because no evidence was filed or served with the motion to convert case, the movant has not met her required burden of proof or complied with this court's Local Rules of Practice.

32. [26-10292](#)-A-7 **IN RE: NERY MALDONADO**
[DW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-10-2026 [17]

TOYOTA MOTOR CREDIT CORPORATION/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
DENNIS WINTERS/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 certificate of service filed in connection with this motion shows that the chapter 7 trustee was only served electronically pursuant to Federal Rule of Civil Procedure 5 and Federal Rules of Bankruptcy Procedure ("Rule") 7005 and 9036 Service. Doc. #21. However, Rules 4001(a)(1) and 9014(b) require service

of a motion for relief from stay to be made pursuant to Rule 7004. Rule 9036(e) does not permit electronic service when any paper is required to be served in accordance with Rule 7004.

Because the chapter 7 trustee was not served by mail as required by Rule 7004(b)(1), the motion was not served properly on the chapter 7 trustee.

Accordingly, this motion is DENIED WITHOUT PREJUDICE for improper service.