



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, April 22, 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.

9:30 AM

1. [25-13801](#)-A-11 **IN RE: US SIKH TRANSPORT**

CONFIRMATION HEARING RE: CHAPTER 11 SMALL BUSINESS PLAN
2-11-2026 [[57](#)]

ARASTO FARSAD/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to May 6, 2026 at 9:30 a.m.

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

On February 13, 2026, this court issued an Order Setting Confirmation Hearing and Related Deadlines ("Order"), which required, among other things, that copies of all ballots and a ballot tabulation showing the percentages of acceptances and rejections for each impaired class, in number and dollar amount, be filed and served at least 7 days prior to the confirmation hearing. Order, Doc. #61. The Order also required evidence in support of confirmation to be filed and served at least 7 days prior to the confirmation hearing. Id. While the debtor served copies of the ballots, a ballot tabulation, and evidence in support of confirmation on April 15, 2026, those documents were not filed with the bankruptcy court until April 20, 2026. Doc. ##76-78.

Because the debtor did not file copies of the ballots, a ballot tabulation, and evidence in support of confirmation until April 20, 2026, the court will continue the hearing to confirm the debtor's plan to May 6, 2026 at 9:30 a.m.

2. [25-13801](#)-A-11 **IN RE: US SIKH TRANSPORT**
[CAE-1](#)

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

ARASTO FARSAD/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to May 6, 2026 at 9:30 a.m.

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

The court will continue this chapter 11 status conference to May 6, 2026 at 9:30 a.m., the same date and time to which the court intends to continue the hearing to confirm the debtor's chapter 11 plan.

3. [26-10524](#)-A-11 **IN RE: MICHAEL JERKOVICH**
[CAE-1](#)

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

MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

4. [26-10524](#)-A-11 **IN RE: MICHAEL JERKOVICH**
[MJB-1](#)

MOTION TO EMPLOY MICHAEL JAY BERGER AS ATTORNEY(S)
4-3-2026 [54]

MICHAEL JERKOVICH/MV
MICHAEL BERGER/ATTY. FOR DBT.
MICHAEL JERKOVICH/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 will 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.

As a 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 employ that was denied. Compare Doc. #22 with Doc. #54. A new DCN should have been used for this motion. 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.

Debtor in possession Michael Alan Jerkovich ("DIP") moves pursuant to 11 U.S.C. § 327(a) for authorization to employ Michael Jay Berger and the Law Offices of Michael Jay Berger (collectively, "Counsel") to serve as general bankruptcy counsel in connection with DIP's chapter 11 bankruptcy case. Doc. #54.

Section 1107 of the Bankruptcy Code gives DIP all the rights and powers of a trustee and requires that DIP perform all the functions and duties of a trustee, subject to certain exceptions not applicable here. 11 U.S.C. § 1107. Section 327(a) of the Bankruptcy Code permits DIP to employ, with court approval, professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" DIP in carrying out DIP's duties under the Bankruptcy Code. 11 U.S.C. § 327(a). The burden is on the applicant seeking to be employed under section 327(a) of the

Bankruptcy Code to come forward with facts pertinent to the proposed professional's eligibility and to make full, candid and complete disclosures to the court. Fed. R. Bankr. P. 2014(a); In re B.E.S. Concrete Products, Inc., 93 B.R. 228, 237 (Bankr. E.D. Cal. 1998).

DIP commenced his chapter 11 bankruptcy case by filing his petition in pro se. Doc. #1. Prior to DIP filing his chapter 11 case, DIP and Counsel agreed upon a retainer of \$25,000.00. Decl. of Michael Jay Berger, Doc. #56; Decl. of Michael Alan Jerkovich, Doc. #57; Decl. of Brandon Grande, Doc. #58. DIP paid Counsel a \$12,500.00 retainer on the same day DIP filed his chapter 11 bankruptcy case, and Brandon Grande, a friend of DIP, paid Counsel the remaining \$12,500.00 retainer post-petition on February 12, 2026. Id. Mr. Grande is not seeking repayment of the \$12,500.00 he paid to Counsel, and Mr. Grande is not a creditor of DIP. Id. DIP proposes to pay Counsel \$695.00 per hour for the services of Michael Jay Berger, \$645.00 per hour for the services of partner Sofya Davtyan, \$475.00 per hour for services of associate attorney Robert Poteete, \$275.00 per hour for services of senior paralegals and law clerks, and \$200.00 per hour for services of bankruptcy paralegals. Berger Decl., Doc. #56; Ex. 3, Doc. #59.

Counsel has verified that neither Mr. Berger nor his firm have any connection with DIP, his creditors, attorneys, accountants, any other party in interest, or the U.S. Trustee. Berger Decl., Doc. #56. Counsel believes they are disinterested persons as defined in 11 U.S.C. § 101(14). Doc. #54; Berger Decl., Doc. #56.

After review of the evidence, the court finds that Counsel does not represent or hold an adverse interest to DIP or to the estate with respect to the matter on which Counsel is to be employed.

Accordingly, subject to opposition being raised at the hearing, the court is inclined to GRANT DIP's motion to employ Counsel. DIP will be authorized to employ Counsel, and the effective date of such employment shall be February 13, 2026. The court is not approving or otherwise authorizing the hourly rate for services of Counsel. The order authorizing employment of Counsel shall specify that any compensation or reimbursement from the estate is subject to the court's approval pursuant to 11 U.S.C. § 330(a).

5. [26-10524](#)-A-11 **IN RE: MICHAEL JERKOVICH**
[RMS-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-18-2026 [[29](#)]

TC PROPERTY MANAGEMENT, LTD/MV
MICHAEL BERGER/ATTY. FOR DBT.
RACHEL SPOSATO/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied without prejudice as to 11 U.S.C. § 362(d)(1) and (d)(2) for improper notice and denied as to the request that any order be binding for the next two years.

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 debtor filed and served written opposition on April 9, 2026, after the deadline required by the notice of hearing and this court's Local Rules of Practice. Doc. ##68-70, 74. The movant filed a timely reply. Doc. ##77-79. Because the movant failed to file and serve a list of the equipment that is the subject of the motion, the motion is denied without prejudice as to 11 U.S.C. § 362(d)(1) and (d)(2) for improper notice. The movant's request that any order for relief from stay be binding for the next two years is denied because such relief is not available to the movant.

The movant, TC Property Management, LTD ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to exercise rights granted under an equipment lease agreement affecting personal property ("Equipment") in the possession and control of Michael Alan Jerkovich ("Debtor"). Doc. #29. Movant also requests that if relief from stay is granted, the court order that the relief from stay order be binding in any other bankruptcy case purporting to affect the Equipment for the next two years. Id.

Movant failed to include a list of the Equipment that is the subject of the motion in either the motion, the supporting declaration, or the supporting exhibit. See Motion, Doc. #29; Decl. of Theodore C. Caldwell, Doc. #33; Ex. 1, Doc. #34. When Debtor pointed out in his opposition that Movant attached the incorrect lease agreement to this motion, Movant filed a revised Exhibit 1 that included the correct agreement, Laundry Equipment Lease, that is the subject of this motion. Ex. 1, Doc. #75. However, the Laundry Equipment Lease filed by Movant on April 13, 2026, does not include Exhibit A referenced in the Laundry Equipment Lease that purportedly lists the laundry equipment that is the subject of the Laundry Equipment Lease and this motion. Id. Because Movant has failed to include a list of the specific equipment that is the subject of the motion, neither the court, Debtor nor interested parties know the specific equipment that is the subject of this motion. Thus, Movant has not provided proper notice of the Equipment that is the subject of this motion.

With respect to Movant's request that the relief from stay order be binding in any other bankruptcy case purporting to affect the Equipment for the next two years, Movant does not provide any legal authority or analysis for this relief. Doc. #29. To the extent that Movant seeks this relief pursuant to 11 U.S.C. § 362(d)(4), which permits an order granting relief from stay to be binding under any other case affecting the real property at issue for two years from entry of the order if the order is properly recorded pursuant to applicable state law, such relief does not apply to Movant. By its plain language, 11 U.S.C. § 362(d)(4) only applies "with respect to a stay of an act **against real property** under subsection (a), by a creditor whose claim is secured by an interest in such real property[.]" 11 U.S.C. § 362(d)(4) (emphasis added). Here, Movant asserts it is a lessor with respect to personal property, not real property, so the two-year bar permitted by 11 U.S.C. § 362(d)(4) is not available to Movant with respect to the Equipment.

Accordingly, this motion is DENIED WITHOUT PREJUDICE for improper notice as to the relief requested pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) and DENIED as to the request that any order for relief from stay be binding with respect to the Equipment for the next two years.

6. [26-10524](#)-A-11 **IN RE: MICHAEL JERKOVICH**
[RMS-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-18-2026 [[30](#)]

TC PROPERTY MANAGEMENT, LTD/MV
MICHAEL BERGER/ATTY. FOR DBT.
RACHEL SPOSATO/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

7. [26-11030](#)-A-11 **IN RE: OHEL BAPAZ, LLC**
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-11-2026 [[1](#)]

JUSTIN HARRIS/ATTY. FOR DBT.

NO RULING.

8. [26-10548](#)-A-11 **IN RE: CLIFFORD CATON**
[FW-10](#)

MOTION TO ASSUME LEASE OR EXECUTORY CONTRACT
4-6-2026 [[56](#)]

CLIFFORD CATON/MV
PETER FEAR/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.

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. #60. However, Rules 6006 and 9014 require service of a motion to assume an executory contract to be made on the other party to the contract pursuant to Rule 7004, which was done. The declarant should have marked boxes under Section 6A of the current form in addition to the boxes under Section 6B.

Clifford James Caton ("Debtor" or "DIP"), the debtor-in-possession in this chapter 11 case, moves the court for authorization to assume a commercial lease agreement ("Agreement") entered into pre-petition with lessee Independent Physician Associates Medical Group, Inc. ("Tenant") with respect to Suites A, B, and C at 3321 G. Street, Merced, California 95340 (collectively, the "Property"). Doc. #56; Decl. of Clifford Caton, Doc. #58. Debtor is the landlord under the Agreement and leases the Property to Tenant. Caton Decl., Doc. #58; Ex. A, Doc. #59. Tenant has completely gutted the Property and is prepared to proceed with construction to occupy the Property. Id.

The Agreement commenced on August 1, 2025, and ends on July 31, 2030. Ex. A, Doc. #59. The lease payments are set as \$10,775.00 per month. Id.; Caton Decl., Doc. #58. Tenant was not in default at the time of the filing of the petition. Caton Decl., Doc. #58.

Section 365(a) of the Bankruptcy Code provides that, subject to court approval, the debtor-in-possession may assume an executory contract of the debtor. In evaluating a decision under § 365(a) to assume an executory contract or unexpired lease in the Ninth Circuit, "the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate." Agarwal v. Pomona Valley Med. Grp., Inc. (In re Pomona Valley Med. Grp., Inc.), 476 F.3d 665, 670 (9th Cir. 2007) (citations omitted). The bankruptcy court should approve the assumption under § 365(a) unless the debtor in possession's conclusion is based on bad faith, whim, or caprice. Id.

Here, Debtor states that assumption of the Agreement is in the best interest of the estate. Doc. #56; Caton Decl., Doc. #58. Tenant has rented the Property and has begun renovating the Property so Tenant can move into the Property no later than September 1, 2026, as Tenant has outgrown its current location. Caton Decl., Doc. #58. Tenant does not want to undertake additional construction expenses unless the instant motion has been approved by the court. Because the Agreement has not expired and is not in default, Debtor seeks to assume the Agreement pursuant to 11 U.S.C. §365(a). Id. The court finds that Debtor's decision to assume the Agreement is based on its sound business judgment.

Accordingly, pending opposition being raised at the hearing, the motion will be GRANTED, and Debtor will be authorized to assume the Agreement in conformance with Debtor's motion (Doc. #56).

9. [26-10548](#)-A-11 **IN RE: CLIFFORD CATON**
[FW-4](#)

MOTION TO SELL FREE AND CLEAR OF LIENS
3-30-2026 [42]

CLIFFORD CATON/MV
PETER FEAR/ATTY. FOR DBT.

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 the record is adequately supplemented at the hearing. 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.

Clifford Caton ("Debtor") moves the court pursuant to 11 U.S.C. § 363 for an order authorizing the sale of real property located at 643 Rensselaer Court, Merced, California, bearing Merced County APN 230-212-014-000 (the "Property"), to Maria Rutan and Karen Rutan (together, "Buyers") for the purchase price of \$413,500.00, subject to higher and better bids at the hearing. Doc. #42. Buyers are the current tenants of the Property. Id. Debtor also seeks authorization to pay Better Homes and Garden Everything Real Estate ("Broker") a fee of \$1,000.00 for assisting with drafting documents and advising on sale matters for the proposed sale. Id. Debtor's listing agreement with Broker provides that, in the event any of Debtor's properties are sold to a current tenant, Broker would not be paid a commission but would be paid the \$1,000.00 fee. Id.

Debtor further seeks to sell the Property free and clear of any interests in the Property of Gary J. Reiner, et al (collectively, "Creditor") pursuant to § 363(f)(4). Id. Creditor recorded a judgment lien in Merced County against Debtor on January 13, 2026 ("Judgment Lien"). Ex. A, Doc. #46. The Judgment Lien was recorded less than 90 days before Debtor filed his chapter 11 bankruptcy case on February 10, 2026. Doc. #1. Thus, the Judgment Lien is subject to avoidance under 11 U.S.C. § 547 and is in bona fide dispute. Doc. #42.

Selling Property of Estate under 11 U.S.C. §§ 363(b) Permitted

Pursuant to 11 U.S.C. §§ 363(b)(1), the debtor in possession, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Sales proposed by a debtor in possession 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. 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 [debtor in possession's] judgment [is] reasonable and whether a sound business justification exists supporting the sale and its terms." 3 COLLIER ON BANKRUPTCY ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.).

Debtor and Buyer have entered into a contract for the sale of the Property for \$413,500.00. Decl. of Eric Jaurique-Pouncey, Doc. #45; Decl. of Clifford Caton, Doc. #44. The contract is conditioned upon approval by the bankruptcy court and subject to better and higher offers at the hearing. Id.

It appears to the court that approval of the sale on the terms set forth in the motion is in the best interests of creditors and the estate. The preliminary title report on the Property lists taxes currently owed or in default, which will be paid through escrow. Caton Decl., Doc. #44; Ex. A, Doc. #46. The Property is further encumbered by the Judgment Lien in favor of Creditor. Caton Decl., Doc. #44. Debtor will pay Creditor the net proceeds of sale from escrow, which will pay Creditor's Judgment Lien in part. Doc. #42. Such payment will be

without prejudice to Creditor's requirement to repay such funds in the event that Creditor's judgment is overturned on appeal. Id.

It appears that the sale of the Property is in the best interests of the estate, the 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, subject to opposition and overbid offers made at the hearing, the court will GRANT Debtor's motion and authorize the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(b)(1).

Selling Property of Estate under 11 U.S.C. § 363(f)(4) Permitted

The debtor in possession may sell property under § 363(b) free and clear of any interest of an entity other than the estate only if, among other things, the interest is in bona fide dispute. 11 U.S.C. § 363(f)(4). If seeking to sell free and clear under § 363(f)(4), the debtor in possession has the burden of establishing the existence of a bona fide dispute, which can be accomplished if the debtor in possession believes that a dispute exists. Sherer v. Fed. Nat'l Mortg. Ass'n (In re Terrace Chalet Apartments), 159 B.R. 821, 828 (Bankr. N.D. Ill. 1993).

Debtor seeks to sell the Property free and clear of any interest of Creditor on the ground that the recordation of the Judgment Lien is an avoidable transfer. Doc. #42. Creditor recorded an abstract of judgment in Merced County within 90 days of the filing of Debtor's bankruptcy petition. Ex. A, Doc. #46. Thus, the Judgment Lien is avoidable as a preferential transfer under 11 U.S.C. § 547 as to the Property.

Accordingly, the court will authorize the sale of the Property free and clear of the Judgment Lien pursuant to 11 U.S.C. § 363(f)(4).

Compensation to Broker

Debtor also seeks authorization to pay Broker a fee of \$1,000.00 for assisting with the sale of the Property. Caton Decl., Doc. #44. With respect to Broker, the court has authorized Broker to be employed by Debtor. Order, Doc. #20. The court finds the compensation sought is reasonable, actual, and necessary.

Conclusion

Accordingly, subject to opposition being raised and overbid offers at the hearing, the court will GRANT Debtor's motion and authorize the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(b)(1) and (f)(4) as to any interest in the Property asserted by Creditor. The court will approve Broker's fee of \$1,000.00.

MOTION TO USE CASH COLLATERAL
4-8-2026 [[87](#)]

MCCALL'S NURSERIES, INC./MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted on an interim basis through June 30, 2026;
 continued hearing to be held on June 24, 2026 at
 9:30 a.m.

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 on an interim basis through June 30, 2026. 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.

McCall's Nurseries, Inc. ("Debtor" or "DIP"), the chapter 12 debtor and debtor-in-possession, moves the court for an order authorizing DIP to use the cash collateral, to the extent that the liens are valid, of secured creditors: ODK Capital, LLC and On Deck Capital, Inc. (together, the "On Deck Lenders"); BizFund, LLC; Funding Futures, LLC; Square Funding Cali, LLC; Thoro Corp.; Valinor Capital; Forward Funding LLC; and CT Corporation System, as Representative ("CT Corp") (collectively and with the On Deck Lenders, "Creditors"). Doc. #87. Creditors have asserted some interest in Debtor's cash collateral. Decl. of Steven W. McCall, Doc. #90. Creditors may or may not have a perfected security interest in cash collateral of Debtor as of the time the motion was filed. Id.

Pursuant to 11 U.S.C. § 363, a debtor in possession can use property of the estate that is cash collateral by obtaining either the consent of each entity that has an interest in such cash collateral or court authorization after notice and a hearing. 11 U.S.C. § 363(c)(2). "The primary concern of the court in determining whether cash collateral may be used is whether the secured creditors are adequately protected." In re Plaza Family P'ship, 95 B.R. 166 (E.D. Cal. 1989) (citing 11 U.S.C. § 363(e)). Pursuant to 11 U.S.C. § 363(p), DIP carries the burden of proof on the issue of adequate protection. Bankruptcy Code § 1205(b) requires DIP to provide adequate protection to the secured creditors for DIP's use of cash collateral for any decrease in the value of the secured creditors' interest in the accounts receivable due to DIP's use of cash collateral.

DIP seeks court authorization to use Creditors' cash collateral to pay expenses incurred by DIP in the normal course of its business. Ex. A, Doc. #91. As adequate protection for DIP's use of Creditors' cash collateral, DIP will grant Creditors replacement liens on collateral of a like kind. McCall Decl., Doc. #90.

Debtor contests that Creditors hold valid security interests in Debtor's cash collateral. Further, permitting Debtor's use of cash collateral now will permit Debtor to continue to grow its nursery plants and generate accounts receivable from the sales of those plants. Based on the updated budget filed with the motion, Debtor will generate more in sales during the period May 5, 2026 through June 30, 2026 than the cash collateral projected to be used. Ex. A, Doc. #91.

Accordingly, subject to opposition being raised at the hearing, the motion will be GRANTED to authorize Debtor's interim use of cash collateral for the period May 5, 2026 through June 30, 2026, consistent with the budget attached as Exhibit A to Doc. #91. The court will continue the hearing on the motion to June 24, 2026 at 9:30 a.m., with supplemental pleadings to be filed and served no later than June 10, 2026, to permit Debtor's use of cash collateral beyond June 30, 2026.

11. [25-10074](#)-A-12 **IN RE: CAPITAL FARMS, INC**
[FW-2](#)

CONTINUED MOTION TO USE CASH COLLATERAL
1-13-2025 [6]

CAPITAL FARMS, INC./MV
PETER FEAR/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

This motion is moot because the debtor's chapter 12 plan was confirmed on March 26, 2026. Doc. #420.

12. [25-11791](#)-A-11 **IN RE: FRED RAU DAIRY, INC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
5-29-2025 [1]

PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to June 24, 2026 at 9:30 a.m.

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

Because the debtor's monthly operating reports are current, the court is inclined to continue this chapter 11 status conference to June 24, 2026 at 9:30 a.m., the same date and time to which the debtor requested its motion for use of cash collateral be continued.

13. [25-11791](#)-A-11 **IN RE: FRED RAU DAIRY, INC**
[FW-10](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL, P.C.
DEBTORS ATTORNEY(S)
3-25-2026 [[244](#)]

PETER FEAR/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 movant has done here.

Fear Waddell, P.C. ("Movant"), counsel for the debtor and debtor in possession Fred Rau Dairy, Inc. ("DIP"), requests allowance of interim compensation in the amount of \$90,425.00 and reimbursement for expenses in the amount of \$3,292.71 for services rendered from May 29, 2025 through February 28, 2026. Doc. #244. Debtor has no objection to the fees and expenses requested by Movant. Decl. of Michael Reid, Doc. #247. This is Movant's first fee application in this case.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a professional person. 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to counsel, 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).

Movant's services included, without limitation: (1) providing general case administration; (2) responding to inquiries about the sale of DIP's assets; (3) preparing for and attending meeting of creditors; (4) preparing and filing motion for order authorizing DIP to use cash collateral and provide adequate protection; (5) prosecuting motions to extend the deadline to assume or reject leases; (6) drafting DIP's plan of reorganization and disclosure statement; (7) corresponding with the U.S. Trustee regarding various issues and requirements; (8) corresponding with various parties by email; and (9) preparing and filing fee and employment applications. Decl. of Peter L. Fear, Doc. #246; Ex. B, Doc. #248. The court finds the compensation and reimbursement sought by Movant to be reasonable, actual, and necessary.

This motion is GRANTED. The court allows interim compensation in the amount of \$90,425.00 and reimbursement of expenses in the amount of \$3,292.71. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may draw on any retainer held. DIP is authorized to pay the fees allowed by this order from available funds only if the estate is administratively solvent and such payment will be consistent with the priorities of the Bankruptcy Code.

14. [25-11791](#)-A-11 **IN RE: FRED RAU DAIRY, INC**
[FW-2](#)

CONTINUED MOTION TO USE CASH COLLATERAL
5-30-2025 [4]

FRED RAU DAIRY, INC/MV
PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted on an interim basis through June 28, 2026;
continued hearing to be held on June 24, 2026 at
9:30 a.m.

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 initially set for final hearing on June 25, 2025 pursuant to the initial motion papers and an interim order authorizing use of cash collateral. Doc. ##4, 13. The final hearing was continued to July 16, 2025 (Doc. #43), then to August 13, 2025 (Doc. #68), then to October 29, 2025 (Doc. #93), then to November 25, 2025 (Doc. #148), then to December 10, 2025 (Doc. #160), then to January 7, 2026 (Doc. #176), then to January 28, 2026 (Doc. #222), and then to March 25, 2026 (Doc. #234) and subsequently to April 22, 2026 ("Interim Order"). Doc. #252. Pursuant to the prior orders, including the Interim Order, the court has authorized the debtor's interim use of cash collateral through May 2, 2026.

The latest hearing to authorize the debtor's continued use of cash collateral on an interim basis was set on at least 14 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 4001(b)(2) and Local Rule of Practice 9014-1(f)(2) and will proceed as scheduled. Because the request authorizing continuing interim use of cash collateral through June 28, 2026 was noticed on less than 28 days' notice, opposition to the continued interim use of cash collateral may be raised at the hearing. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant use of cash collateral on an interim basis from May 3, 2026 through June 28, 2026. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper. The court will issue an order if a further hearing is necessary.

Fred Rau Dairy, Inc. ("DIP"), the chapter 11 debtor and debtor-in-possession, moves the court for an order authorizing DIP to use the cash collateral of:
(i) AgWest Farm Credit ("AgWest"); (ii) Farm Credit Leasing Services;
(iii) Stanislaus Farm Supply Co.; (iv) Nutrien Ag Solutions, Inc.; and

(v) Associated Feed and Supply through May 3, 2026 subject to a weekly budget. Motion, Doc. #4; Am. Ex. B, Doc. #28; Order, Doc. #68; Order, Doc. #93; Order, Doc. #148; Order, Doc. #234; Interim Order, Doc. #252. DIP seeks court authorization to use cash collateral to pay expenses incurred by DIP in the normal course of its business. Motion, Doc. #4. DIP conducts both dairy farming and crop farming. Decl. of Michael Reid, Doc. #6. At the time the original motion was filed, DIP had approximately 2,600 Holstein cows, springers, heifers and bulls as well as approximately 150 Angus steers and farmed approximately 2,750 acres of farmland. Id.

Pursuant to 11 U.S.C. § 363, a debtor in possession can use property of the estate that is cash collateral by obtaining either the consent of each entity that has an interest in such cash collateral or court authorization after notice and a hearing. 11 U.S.C. § 363(c)(2). "The primary concern of the court in determining whether cash collateral may be used is whether the secured creditors are adequately protected." In re Plaza Family P'ship, 95 B.R. 166 (E.D. Cal. 1989) (citing 11 U.S.C. § 363(e)). Bankruptcy Code section 361(1) states that adequate protection may be provided by "requiring the [debtor in possession] to make a cash payment or periodic cash payments to such entity, to the extent that the stay under section 362 of this title, use, sale, or lease under section 363 of this title, or any grant of a lien under section 364 of this title results in a decrease in the value of such entity's interest in such property." 11 U.S.C. § 361(1). Pursuant to 11 U.S.C. § 363(p), DIP carries the burden of proof on the issue of adequate protection.

On July 31, 2025, AgWest and DIP entered into a stipulation for DIP's use of AgWest's cash collateral ("Stipulation"). Doc. #77. At a hearing held on March 26, 2026, the court granted DIP's continued use of cash collateral on an interim basis through May 2, 2026, and required DIP to file supplemental papers on or before April 8, 2026. Interim Order, Doc. #252. On April 8, 2026, DIP filed a request for its continued use of cash collateral through June 28, 2026 based on the budget attached to the notice filed on April 8, 2026. Doc. #255.

As adequate protection for DIP's use of cash collateral, DIP will grant replacement liens to Farm Credit Leasing Services, Stanislaus Farm Supply Co., Nutrien Ag Solutions, Inc. and Associated Feed and Supply (collectively, "Secured Creditors") to the extent Secured Creditors' cash collateral is used. Based on the budget attached to the Interim Order, DIP's use of cash collateral will generate less income than the cash collateral to be used through June 30, 2026. Doc. #255.

Because AgWest has stipulated to the use of its cash collateral, the court only needs to authorize DIP's use of Secured Creditors' cash collateral. The court finds DIP has met its burden of showing that Secured Creditors are adequately protected for DIP's use of their cash collateral by the proposed replacement liens. Doc. #255. Moreover, DIP needs to use the cash collateral to continue its post-petition business operations. Reid Decl., Doc. #6.

In the notice filed and served on April 8, 2026, DIP requested a continued hearing on DIP's continued use of cash collateral on June 24, 2026 with a new any supplements to the budget to be filed and served by June 10, 2026. Doc. #255.

Accordingly, pending opposition being raised at the hearing, the court will GRANT DIP's request to use cash collateral on an interim basis through June 28, 2026 on the terms set forth in the motion, as amended by interim orders and the Stipulation, and subject to the budget attached as Exhibit A, Doc. #255. The court will continue the hearing on the motion to June 24, 2026 at 9:30 a.m., with supplemental pleadings to be filed and served no later than June 10, 2026, to permit Debtor's use of cash collateral beyond June 28, 2026.

15. [23-23996](#)-A-11 **IN RE: 9250 BIG HORN HOLDINGS, INC.**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
11-7-2023 [[1](#)]

GABRIEL LIBERMAN/ATTY. FOR DBT.

NO RULING.

16. [26-10638](#)-A-11 **IN RE: FRIEDENBACH FAMILY FARMS LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
2-17-2026 [[1](#)]

PETER SAUER/ATTY. FOR DBT.

NO RULING.

17. [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.

NO RULING.

11:00 AM

1. [25-25788](#)-A-7 **IN RE: MELISSA WATKINS**

PRO SE REAFFIRMATION AGREEMENT WITH PLANET HOME LENDING, LLC
4-2-2026 [\[16\]](#)

KRISTY HERNANDEZ/ATTY. FOR DBT.
DISCHARGED 1/26/26

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

DISPOSITION: Denied as untimely.

ORDER: The court will issue an order.

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

Pursuant to Federal Rule of Bankruptcy Procedure 4008, a reaffirmation agreement shall be filed no later than 60 days after the first date set for the meeting of creditors. In this case, the meeting of creditors was set for November 21, 2025, and the deadline to file the reaffirmation agreement was January 20, 2026. There was no request to extend the time to file a reaffirmation agreement, and the debtor's discharge was entered on January 26, 2026. Doc. #14. The reaffirmation agreement was not filed until April 2, 2026, and is untimely. Doc. #16.

Therefore, the reaffirmation agreement hearing is denied as untimely.

1. [24-10200](#)-A-7 **IN RE: DMW INDUSTRIES, INC.**
[JMV-2](#)

MOTION FOR COMPENSATION FOR JEFFREY M. VETTER, CHAPTER 7 TRUSTEE(S)
3-25-2026 [[87](#)]

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. 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.

Jeffrey M. Vetter ("Trustee"), the chapter 7 trustee of the bankruptcy estate of DMW Industries, Inc., requests allowance of final compensation and reimbursement for expenses for services rendered as trustee in this case. Doc. #87. Trustee provided trustee services valued at \$12,975.00, and requests compensation for that amount. Id. Trustee requests reimbursement for expenses in the amount of \$639.74. Id. Since being appointed to this case on January 29, 2024, Trustee administered the estate, employed counsel and accountants, disposed of estate property, reviewed and reconciled financial records, and prepared final filings. Exs., Doc. #90.

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.

Exs., Doc. #90. 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 \$12,975.00 and reimbursement for expenses in the amount of \$639.74.

2. [26-10601](#)-A-7 **IN RE: T.G.S. TRANSPORTATION, INC**
[HRH-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-2-2026 [[24](#)]

CROSSROADS EQUIPMENT LEASE AND FINANCE, LLC/MV
PETER FEAR/ATTY. FOR DBT.
RAFFI KHATCHADOURIAN/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.

The movant, Crossroads Equipment Lease and Finance, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to exercise its rights in accordance with applicable non-bankruptcy law regarding collateral financed pursuant to a Master Equipment Finance Agreement ("Agreement") entered into between Movant and T.G.S. Transportation, Inc. ("Debtor") on November 27, 2023. Doc. #24. Pursuant to the Agreement, Debtor financed six 2024 Kenworth T680 tractor trucks at two different times. Id. On November 27, 2023, Debtor financed a (a) 2024 Kenworth T680 tractor truck, VIN: 1XKYDP9XXRJ369279; (b) 2024 Kenworth T680 tractor truck, VIN: 1XKYDP9X6RJ369280; (c) 2024 Kenworth T680 tractor truck, VIN: 1XKYDP9X8RJ369281 ("Vehicle 9281"); and (d) 2024 Kenworth T680 tractor truck, VIN: 1XKYDP9XXRJ369282 (collectively, the "First Collateral"). Id. On December 13, 2023, Debtor financed a (a) 2024 Kenworth T680 tractor truck, VIN: 1XKYDP9X8RJ369264 ("Vehicle 9264"); and (b) 2024 Kenworth T680 tractor truck, VIN: 1XKYDP9X1RJ369283 (collectively, "Second Collateral" and together with the First Collateral, the "Collateral"). Id.

Debtor filed this chapter 7 case on February 13, 2026. Doc. #1. Pre-petition, on November 27, 2023, Movant and Debtor entered into the Agreement. Ex. 1, Doc. #27. On or about March 15, 2025, Debtor breached the terms of the Agreement by failing to make monthly payments with respect to the First Collateral. Decl. of Elizabeth Steel, Doc. #26. Pursuant to the Agreement, Movant elected to accelerate the balance due upon default of which the principal balance was \$756,516.51 as of July 17, 2025. Id. Debtor was further liable for late fees in an amount not less than \$3,640.10, repossession fees in an amount not less than \$6,600.00, reconditioning fees in an amount not less

than \$21,475.18 and accrued and unpaid interest in an amount not less than \$48,611.51, for a total owing in the amount of \$836,878.29 as of July 17, 2025, with interest, fees and expenses. Id. Movant subsequently recovered the First Collateral pre-petition and sold Vehicle 9281 on December 4, 2025. Id. The net sale proceeds from the sale of Vehicle 9281 totaled \$108,305.00. Id.

On or about February 2, 2025, Debtor breached the terms of the Agreement by failing to make monthly payments with respect to the Second Collateral. Steel Decl., Doc. #26. Pursuant to the terms of the Agreement, Movant elected to accelerate the balance due upon default of which the principal balance was \$428,575.09 as of July 17, 2025. Id. Debtor was further liable for late fees in an amount not less than \$1,513.00, repossession fees in an amount not less than \$4,000.00, NSF/ACH expenses in an amount not less than \$140.00, reconditioning fees in an amount not less than \$8,032.65, and accrued and unpaid default interest in an amount not less than \$43,230.04, for a total owing in the amount of \$485,490.78 as of July 17, 2025, with interest, fees and expenses thereon. Id. Movant subsequently recovered the Second Collateral pre-petition and sold Vehicle 9264 on December 30, 2025. Id. The net sale proceeds from Vehicle 9264 totaled \$105,500.00. Id.

On July 21, 2025, Movant filed a complaint against Debtor in Superior Court of the State of California, County of San Bernardino, case number CIVRS2506148. Steel Decl., Doc. #26. On December 11, 2025, a judgment was entered in favor of Movant in the amount of \$1,380,456.70. Ex. 4, Doc. #27. Movant has repossessed the Collateral but cannot proceed in its efforts to sell the remaining Collateral until relief from stay is granted. Steel Decl., Doc. #26.

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 in default under the Agreement with respect to the First Collateral and the Second Collateral, and the entire principal amount is due under the Agreement with respect to the Collateral. Steel Decl., Doc. #26. Movant has already repossessed the Collateral, started the process of selling the Collateral, and needs relief from stay in order to proceed with selling the remaining Collateral in its possession. Id. Further, Debtor's statement financial affairs list the Collateral as surrendered. Doc. #1.

It is unclear from Movant's papers whether Movant seeks relief from stay pursuant to 11 U.S.C. § 362(d)(2). However, to the extent Movant seeks relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(2), such relief will be granted. The court finds that the debtor does not have any equity in the Collateral and the Collateral is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$660,000 and the debtor owes Movant at least \$1.2 million. Steel Decl., Doc. #24.

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 exercise to its rights pursuant to applicable law, proceed with the sale of the Collateral, 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 Movant holds a pre-petition judgment against Debtor and Movant has possession of the Collateral.

3. [26-10703](#)-A-7 **IN RE: CHRISTOPHER ANDERSON**
[CS-1](#)

MOTION TO REDEEM
3-19-2026 [[12](#)]

CHRISTOPHER ANDERSON/MV
ANTHONY ROTHMAN/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.

Federal Rule of Bankruptcy Procedure ("Rule") 9014(b) requires a motion to redeem be served "in the manner provided for service of a summons and complaint by Rule 7004." Service of the motion on One Main Financial Group ("Creditor") does not satisfy Rule 7004.

Rule 7004(b)(3) provides that service upon an unincorporated association be mailed "to the attention of an officer, managing or general agent, or to any other agent authorized by appointment or law to receive service of process[.]" Fed. R. Bankr. P. 7004(b)(3). The certificate of service filed in connection with this motion shows that Creditor was served to the attention of a bankruptcy specialist. See Doc. #14. However, a bankruptcy specialist is not an officer, managing or general agent, or to any other agent authorized by appointment or law to receive service of process, and service to the attention of a bankruptcy specialist does not comply with Rule 7004(b).

As further procedural matter, the mandatory certificate of service form filed with this motion (Doc. #14) is not completed properly. Section 4 of the mandatory certificate of service form does not include the date on which parties in interest were served with the motion and supporting documents. Because no date is listed, the court cannot determine whether the parties were served timely, and the motion is denied without prejudice for improper notice.

As a further procedural matter, the motion does not comply with Local Rule of Practice ("LBR") 9004-2(a)(2), which requires each page to have consecutively numbered lines, double spaced, in the left margin, and LBR 9004-2(c)(3), which requires the pages of each document to be numbered consecutively at the bottom center of the page. Page "1" is the first page of the document bearing the caption of the case or adversary proceeding.

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.

As a further procedural matter, the exhibits filed in connection with this motion 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 motion was filed as a single document that included the movant's declaration and exhibits. E.g., Doc. #12.

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>.

4. [26-11006](#)-A-7 **IN RE: ANTHONY HERRON**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION IN PACER
3-30-2026 [[17](#)]

KENUMI MAATAFALE/ATTY. FOR DBT.

NO RULING.

5. [13-14214](#)-A-7 **IN RE: MARTIN/SANDRA MANNING**
[JES-2](#)

MOTION FOR COMPENSATION FOR JAMES E SALVEN, ACCOUNTANT(S)
3-17-2026 [[65](#)]

JAMES SALVEN/MV
BENNY BARCO/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 movant listed an incorrect hearing date in the body of the notice of hearing. While the correct hearing date of April 22, 2026 is on the caption page for the motion and supporting papers filed by the movant, the movant incorrectly listed the hearing date as April 26, 2026 in the body of the notice. Because April 26 is after the April 22 hearing date, the court deems the notice provided to be insufficient. In the future, the movant should make sure the hearing date in the caption of the notice matches the hearing date in the body of the notice.

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
2-23-2026 [\[19\]](#)

ROCKET MORTGAGE, LLC/MV
PETER BUNTING/ATTY. FOR DBT.
WENDY LOCKE/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 initially set for hearing on March 25, 2026 and was continued to April 22, 2026 at the request of the movant to allow the parties to further discuss a resolution to the motion. Doc. ##32, 35. 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 non-responding parties in interest are entered.

The movant, Rocket Mortgage, LLC s/b/m Nationstar Mortgage LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) to permit Movant to enforce remedies in accordance with applicable non-bankruptcy law against debtors Chuck Hing Lau and Nancy Quemada Lau (together, "Debtors") with respect to real property located at 1890 N. Hornet Ave, Clovis, California 93619 ("Property"). Doc. #19. Movant has possession of a promissory note secured by a deed of trust with respect to the Property executed by Debtor in exchange for a loan ("Loan"). Ex. 1, Doc. #23; Decl. of Chastity Wilson, Doc. #21. The Loan is in default, and the outstanding balance is now due. Wilson Decl., Doc. #21.

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 Debtors have failed to make at least 12 complete pre- and post-petition payments. Movant has produced evidence that Debtors are delinquent by at least \$31,015.95, with an additional payment in the amount of \$2,641.42 coming due on March 1, 2026. Wilson Decl., Doc. #21. Further, as of February 4, 2026, the total amount owed under the Note is approximately \$388,917.21. Id. Debtors' Statement of Intention indicates that Debtors intend to surrender the Property in full satisfaction of Movant's secured claim. Doc. #16.

Accordingly, the motion will be GRANTED pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to foreclose on its collateral pursuant to applicable law

including all necessary steps to obtain possession of the Property from Debtors. 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.

7. [26-10121](#)-A-7 **IN RE: GRISELDA RODRIGUEZ**
[JMV-1](#)

MOTION TO SELL FREE AND CLEAR OF LIENS
3-30-2026 [[18](#)]

JEFFREY VETTER/MV
EMMANUEL FOBI/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted subject to higher and better offers if record sufficiently supplemented.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The Moving Party will 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 the record is adequately supplemented at the hearing. 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.

Jeffrey Vetter ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Griselda Rodriguez ("Debtor"), moves the court pursuant to 11 U.S.C. § 363 for an order authorizing the sale of the bankruptcy estate's interest in a 2018 Toyota Highlander (the "Vehicle") to Debtor for the purchase price of \$10,500.00, subject to higher and better bids at the hearing. Doc. #18.

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 approval of the sale on the terms set forth in the motion is in the best interests of creditors and the estate. Doc. #18; Decl. of Jeffrey

Vetter, Doc. #20. Trustee's proposed sale to Debtor is made in consideration of the full and fair market value of the Vehicle. Id. Debtor offered to buy the Vehicle for the net purchase price of \$10,500.00, subject to overbid at the hearing. Id. The court recognizes that no commission will need to be paid because the sale is to Debtor.

While the docket indicates that this is a motion to sell the Vehicle free and clear of liens, nothing in the motion itself requests such relief. Doc. #18. At the hearing, Trustee should be prepared to confirm that he does not seek to sell the Vehicle free and clear of liens.

It appears that the sale of the estate's interest in the Vehicle is in the best interests of the estate, the Vehicle 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, subject to (a) Trustee adequately supplementing the record, and (b) overbid offers made at the hearing, the court will GRANT Trustee's motion and authorize the sale of the estate's interest in the Vehicle to Debtor on the terms set forth in the motion.

8. [26-10223](#)-A-7 **IN RE: LETICIA HAMILTON**
[PFT-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO APPEAR AT
SEC. 341(A) MEETING OF CREDITORS
3-2-2026 [[19](#)]

NO RULING.

9. [26-10525](#)-A-7 **IN RE: JOSEPH/SUZANNE MEDIALDEA**
[JMV-1](#)

MOTION TO SELL FREE AND CLEAR OF LIENS
3-30-2026 [[16](#)]

JEFFREY VETTER/MV
BENNY BARCO/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted subject to higher and better offers if record sufficiently supplemented.

ORDER: The minutes of the hearing will be the court's findings and conclusions. The Moving Party will 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 the record is adequately supplemented at the hearing. 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.

Jeffrey Vetter ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Joseph Ernest Medialdea and Suzanne Beree Medialdea (together, "Debtors"), moves the court pursuant to 11 U.S.C. § 363 for an order authorizing the sale of the bankruptcy estate's interest in a 2018 Toyota Camry (the "Vehicle") to Debtors for the purchase price of \$10,075.00, subject to higher and better bids at the hearing. Doc. #16.

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 approval of the sale on the terms set forth in the motion is in the best interests of creditors and the estate. Doc. #16; Decl. of Jeffrey Vetter, Doc. #18. Trustee's proposed sale to Debtors is made in consideration of the full and fair market value of the Vehicle. Id. Debtors offered to buy the Vehicle for the net purchase price of \$10,075.00, subject to overbid at the hearing. Id. The court recognizes that no commission will need to be paid because the sale is to Debtors.

While the docket indicates that this is a motion to sell the Vehicle free and clear of liens, nothing in the motion itself requests such relief. Doc. #18. At the hearing, Trustee should be prepared to confirm that he does not seek to sell the Vehicle free and clear of liens.

It appears that the sale of the estate's interest in the Vehicle is in the best interests of the estate, the Vehicle 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, subject to (a) Trustee adequately supplementing the record, and (b) overbid offers made at the hearing, the court will GRANT Trustee's motion and authorize the sale of the estate's interest in the Vehicle to Debtors on the terms set forth in the motion.

10. [25-14234](#)-A-7 **IN RE: ERIK JONES**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
4-2-2026 [[31](#)]

MARK ZIMMERMAN/ATTY. FOR DBT.
AMENDMENT FEE PAID 4/9/26

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 fee now due has been paid.

11. [24-11967](#)-A-7 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[KJH-2](#)

MOTION FOR COMPENSATION FOR MICHAEL GABRIELSON, ACCOUNTANT(S)
3-24-2026 [[624](#)]

MICHAEL GABRIELSON/MV
GREGORY TAYLOR/ATTY. FOR DBT.
MICHAEL GABRIELSON/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.

Michael Gabrielson ("Movant"), accountant for Kimberly J. Husted ("Trustee"), the current chapter 7 trustee and former chapter 11 trustee for the bankruptcy estate of La Hacienda Mobile Estates, LLC, requests allowance of final compensation for accounting services rendered during the chapter 11 case from January 3, 2025 through February 9, 2026. Doc. #624. Movant requests compensation in the amount of \$6,766.50 and reimbursement for expenses in the amount of \$26.95. Doc. #624; Decl. of Kimberly Husted, Doc. #628. Trustee has no objection to the fees and expenses requested by Movant. Doc. #627. This is

Movant's first and final fee application with respect to his services in the chapter 11 case.

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

Movant's services included, without limitation: (1) preparing, adjusting and reviewing monthly operating reports; (2) communicating with prior accountant regarding business history; (3) preparing 2024 federal and state income tax filings; (4) communicating with Trustee regarding case conversion and tax filing requirements; and (5) various communications with prior accountant. Ex. 1, Doc. #626. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED. The court allows on a final basis compensation in the amount of \$6,766.50 and reimbursement for expenses in the amount of \$26.95 for a combined amount of \$6,793.45. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

12. [24-11967](#)-A-7 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[KMT-7](#)

MOTION FOR COMPENSATION FOR KIMBERLY HUSTED, CHAPTER 7 TRUSTEE(S)
3-19-2026 [[613](#)]

KIMBERLY HUSTED/MV
GREGORY TAYLOR/ATTY. FOR DBT.
GABRIEL HERRERA/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.

Kimberly J. Husted ("Trustee"), the current chapter 7 trustee and former chapter 11 trustee for the bankruptcy estate of La Hacienda Mobile Estates, LLC, requests allowance of final compensation and reimbursement for expenses for services rendered as the trustee in the chapter 11 case. Doc. #613. Trustee provided services valued at \$58,840.70, and requests compensation for that amount. Id. Trustee requests reimbursement for expenses in the amount of \$967.34. Id. Trustee was appointed to the chapter 11 case on December 2, 2024. Order, Doc. #397. 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).

Bankruptcy Code section 326 allows reasonable compensation to the trustee for the trustee's services. Section 326(a) sets the maximum compensation allowable to the Trustee for the Trustee's services, payable after the Trustee renders such services, "not to exceed 25 percent on the first \$5,000 or less, 10 percent on any amount in excess of \$5,000 but not in excess of \$50,000, 5 percent on any amount in excess of \$50,000 but not in excess of \$1,000,000, and reasonable compensation not to exceed 3 percent of such moneys in excess of \$1,000,000, upon all moneys disbursed or turned over in the case by the trustee to parties in interest, excluding the debtor, but including holders of secured claims." Here, Trustee made distributions in the amount of \$1,186,356.60 and, using that amount as Trustee's statutory cap, results in a maximum compensation amount of \$58,840.70. Decl. of Kimberly J. Husted, Doc. #616.

Trustee's services included, without limitation: (1) entering case into Trustee's case management system and reviewing petition with related schedules; (2) meeting with all interested parties; (3) reviewing documents related to the chapter 11 filing and the debtor's business operations; (4) resolving issues related to eviction notices; (5) reviewing all claims filed; (6) employing professionals and communicating with the professionals regarding the case; (7) reviewing, researching and communicating with various parties regarding the sale of real property that is the main subject of the debtor's chapter 11 case; (8) negotiating and evaluating overbids for the purchase of the real property; (9) closing escrow for the sale of the real property; (10) making distributions to creditors; and (11) causing the case to be converted. Doc. #613; Husted Decl., Doc. #616. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

Accordingly, the application is approved, and Trustee is awarded the requested fees of \$58,840.70 and expenses of \$967.34, for a total of \$59,808.04. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

13. [24-11967](#)-A-7 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[KMT-8](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF KRONICK, MOSKOVITZ,
TIEDEMANN & GIRARD FOR GABRIEL P. HERRERA, TRUSTEES ATTORNEY(S)
3-19-2026 [[618](#)]

GREGORY TAYLOR/ATTY. FOR DBT.
GABRIEL HERRERA/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.

Kronick, Moskovitz, Tiedemann & Girard ("Counsel"), general bankruptcy counsel to Kimberly J. Husted ("Trustee"), the current chapter 7 trustee and former chapter 11 trustee for the bankruptcy estate of La Hacienda Mobile Estates, LLC, requests allowance and final compensation and reimbursement for expenses for services rendered during the chapter 11 case from December 2, 2024 through March 17, 2026. Doc. #618. Counsel provided services valued at \$80,494.00 and requests compensation in that amount. Doc. #618; Decl. of Kimberly J. Husted, Doc. #621. Counsel requests reimbursement in the amount of \$1,056.87 and requests expenses in that amount. Id. Trustee has no objection to the fees and expenses requested by Counsel. Husted Decl., Doc. #621. This is Counsel's first and final fee application with respect to its services in the chapter 11 case.

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

Counsel's services included, without limitation: (1) reviewing the docket of the bankruptcy case; (2) preparing status reports; (3) preparing for and attending court hearings; (4) communicating with all interested parties and communicating extensively with Trustee; (5) reviewing, researching and communicating with various parties regarding the sale of real property that is the main subject of the debtor's chapter 11 case; (6) preparing, filing and prosecuting motion to sell real property; (7) managing post-closing of sales

issues; (8) preparing for and attending hearings regarding adversary proceedings; (9) preparing and filing motion to approve the settlement agreement with the City of Fresno in the adversary proceeding; (10) preparing and filing motion to convert case to chapter 7 and to set a claims bar date; (11) preparing various fee applications, including the instant motion; and (12) general case administration. Doc. #618; Exs. B & C, Doc. #622. The court finds the compensation sought is reasonable, actual, and necessary.

This motion is GRANTED. The court allows compensation on a final basis in the amount of \$80,494.00 and expenses in the amount of \$1,056.87, for a total of \$81,550.87. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

14. [24-21076](#)-A-7 **IN RE: JENNIFER BOSS**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-18-2026 [[63](#)]

AMERICREDIT FINANCIAL SERVICES, INC./MV
MIKALAH LIVIAKIS/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/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, AmeriCredit Financial Services, Inc. dba GM Financial ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2019 Chevrolet Tahoe, VIN: 1GNSKCKC1KR320249 ("Vehicle"). Doc. #63.

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 debtor has failed to make at least eight complete post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$7,671.56, including late fees in the amount of \$44.25. Decl. of Adriana Arredondo, Doc. #65.

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

15. [26-10282](#)-A-7 **IN RE: JESSICA MAAHS**
[KMM-1](#)

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

AMERICAN HONDA FINANCE CORPORATION/MV
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, 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 2022 Honda Civic, VIN: 2HGFE2F59NH544754 ("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 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 four complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$2,380.92. Decl. of Margaret Glass, Doc. #22. The Vehicle was surrendered to Movant post-petition on February 2, 2026. Id.

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 \$22,250.00 and the debtor owes \$29,853.14. Glass 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.

16. [25-22383](#)-A-7 **IN RE: WAYNE/CHRISTINE PARKER**
[DNL-4](#)

CONTINUED MOTION TO SELL
2-26-2026 [\[79\]](#)

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

NO RULING.

At the prior hearing on this motion, the court ordered the debtors to file and serve an allocation of exemptions by not later than April 13, 2026. Order, Doc. #112. That has not been done. Rather, the debtors filed the allocation of exemptions on April 20, 2026. Doc. #132. At the hearing on April 22, 2026, counsel for the debtors should be prepared to explain to the court why the debtors failed to comply with this court's order.

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
3-19-2026 [\[95\]](#)

REDDING BUSINESS PARK LLC/MV
PATRICIA WILSON/ATTY. FOR DBT.
MIKEL RASTEGAR/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Set for an evidentiary hearing.

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). Instead of filing timely written opposition, on March 29, 2026, the debtor Christine Eve Parker filed a declaration regarding her use of tools in the operation of the debtors' businesses. Doc. #115. The objecting party filed a supplemental objection on March 31, 2026. Doc. #118. The debtors then filed a response to the supplemental objection on April 20, 2026. Doc. #130. 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.

As a procedural matter, the notice of hearing filed in connection with this objection 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 for the objecting party 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.

Redding Business Park LLC ("Creditor"), a creditor on the bankruptcy case of Wayne Evan Parker and Christine Eve Parker (together, "Debtors"), objects to Debtors' claim of \$27,900.00 in exemptions in various personal property under California Code of Civil Procedure ("C.C.P.") § 704.060. Obj., Doc. #95; see Am. Schedule C, Doc. #70. Specifically, Creditor asserts that Debtors cannot seek more than the statutory cap of \$9,525.00 for a single operator under C.C.P. § 704.060 because Ms. Parker cannot separately claim a tools-of-the-trade exemption.

In their response to the supplemental objection, Debtors assert that Creditor "bears that burden of proof to establish that any claimed exemption is improper." Response, Doc. #130 at 2:1-2. However, that is not the case. "[T]he debtor, as the exemption claimant, bears the burden of proof which requires her to establish by a preponderance of the evidence that [the property] claimed as

exempt in Schedule C is exempt under California Code of Civil Procedure § [704.060] and the extent to which the exemption applies." In re Pashenee, 531 B.R. 834, 837 (Bankr. E.D. Cal. 2015); see Diaz v. Kosmala (In re Diaz), 547 B.R. 329, 337 (B.A.P. 9th Cir. 2016) (concluding "that where a state law exemption statute specifically allocates the burden of proof to the debtor, Rule 4003(c) does not change that allocation.").

Debtors filed their chapter 7 case on May 14, 2025. Doc. #1. At the time of filing, C.C.P. § 704.060 allowed for a debtor to exempt "[t]ools, implements, instruments . . . and other personal property" if the "aggregate equity therein does not exceed" \$9,525.00 and "if reasonably necessary to and actually used by the judgment debtor in the exercise of the trade, business, or profession by which the judgment debtor earns a livelihood." C.C.P. § 704.060(a)(1). "[T]he evident purpose and policy of the exemption is to protect the basic tools and utensils necessary to aid the debtor in continuing in his means of livelihood." Kono v. Meeker, 196 Cal. App. 4th 81, 89 (2011).

Creditor objects to Debtors' expanded tools-of-the-trade exemption on the ground that Ms. Parker does not separately qualify for such exemption. After Ms. Parker filed her declaration in support of the expanded tools-of-the-trade exemption, Creditor filed a supplemental objection asserting that the court should reject Debtors' "escalating narrative" by which Debtors offer three separate versions of Ms. Parker's involvement in Debtors' business. Doc. #118. Creditor further notes that there is an absence of corroborating evidence to support the third version of Ms. Parker's activities in Debtors' structural steel fabrication shop, and Creditor asserts that the activities listed in Ms. Parker's declaration filed on March 29, 2026 are insufficient to support Ms. Parker's independent claim for a tools-of-the-trade exemption. Id. Finally, Creditor asserts that Debtors should be judicially estopped from now asserting a factual reality that is diametrically opposed to their initial sworn representations in their original schedules and previous declaration. Id.

The doctrine of judicial estoppel, sometimes referred to as the doctrine of preclusion of inconsistent positions, is invoked to protect the integrity of the judicial process by prohibiting parties from deliberately changing positions according to the exigencies of the moment. New Hampshire v. Maine, 532 U.S. 742, 749-50 (2001); Rissetto v. Plumbers and Steamfitters Local 343, 94 F.3d 597, 600 (9th Cir. 1996). "Courts have observed that the circumstances under which judicial estoppel may appropriately be invoked are probably not reducible to any general formulation of principle." New Hampshire, 532 U.S. at 750. Judicial estoppel is an equitable doctrine invoked by a court at its discretion. Id. (quoting Russell v. Rolfs, 893 F.2d 1033, 1037 (9th Cir. 1990)).

The factors for a court to consider in applying judicial estoppel are:

- (1) whether a party's later position is clearly inconsistent with the party's earlier position;
- (2) whether a party successfully persuading a court to accept the later position would create the perception that either the first or second court was misled; and
- (3) whether the party asserting the inconsistent position would derive an unfair advantage on the opposing party if not estopped.

New Hampshire, 532 U.S. at 750-51. As stated by the Supreme Court in New Hampshire v. Maine, one of the primary factors considered by courts applying judicial estoppel is whether a party's later position is clearly inconsistent with its earlier position. New Hampshire, 532 U.S. at 750.

The second factor of the judicial estoppel analysis "is whether the party has successfully persuaded the court of its earlier position." In re Stoller, 630 B.R. 412, 424 (Bankr. C.D. Cal. 2022). Here, Creditor does not point to an instance where Debtors successfully persuaded a court that Debtors should be limited to a single tools-of-the-trade exemption under C.C.P. § 704.060. Because Creditor has not shown that the second factor has been met, the court will not analyze the first and third factors.

Accordingly, the court holds that judicial estoppel does not preclude Debtors from asserting a tools-of-the-trade exemption under C.C.P. § 704.060 on behalf of both Debtors.

After considering the supplemental objection and Debtors' response thereto, it appears there is a dispute regarding whether Ms. Partker can properly claim a separate tools-of-the-trade exemption in addition to the tools-of-the-trade exemption claimed by Mr. Parker. That disputed issue must be resolved before the court can sustain or overrule Creditor's objection. Accordingly, the court is inclined to set an evidentiary hearing on Creditor's objection to exemption. The parties should be prepared at the hearing to discuss discovery deadlines and set a further hearing to consider the scheduling of an evidentiary hearing.

18. [24-12084](#)-A-7 **IN RE: JANETTE MAPANAO**
[LNH-3](#)

MOTION FOR COMPENSATION FOR LISA NOXON HOLDER, TRUSTEES ATTORNEY(S)
4-1-2026 [\[55\]](#)

STEPHEN LABIAK/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 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. 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.

Lisa Noxon Holder, PC ("Movant"), attorney for chapter 7 trustee Jeffrey M. Vetter ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from May 19, 2025 through November 19, 2025. Doc. #55. Movant provided legal services valued at \$4,590.00, but requests compensation for the reduced amount of \$3,450.00. Id. Movant requests reimbursement for expenses in the amount of \$64.00. Id. This is Movant's first and final fee application.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a "professional person." 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a

professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) providing counsel to Trustee as to the administration of the chapter 7 case; (2) preparing motion to sell; and (3) preparing and filing employment and fee applications. Decl. of Lisa Holder, Doc. #57; Ex. A, Doc. #58. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$3,450.00 and reimbursement for expenses in the amount of \$64.00. Trustee is authorized to make a combined payment of \$3,514.00, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

19. [26-10597](#)-A-7 **IN RE: DENNISON CAMPBELL**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-24-2026 [13]

AMERICAN HONDA FINANCE CORPORATION/MV
SETH HANSON/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, 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 2025 Honda Prologue, VIN: 3GPKHURM2SS525599 ("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 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 \$1,472.52. Decl. of Ken Towns, Doc. #15.

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 debtor's possession of the Vehicle stems from a lease agreement with Movant that matures in September 2028, according to which the debtor does not own the Vehicle. Ex. A, Doc. #16.

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.

20. [25-22383](#)-A-7 **IN RE: WAYNE/CHRISTINE PARKER**
[DNL-5](#)

CONTINUED 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 for higher and better offers.

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 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). At the original hearing on the motion held on April 15, 2026, no opposition to the relief was presented. Therefore, the defaults of the non-responding parties in interest are entered. However, there was an overbidder who could not appear at the April 15 hearing, and the moving party requested that the hearing be continued to April 22, 2026 at 1:30 p.m. This matter will proceed for higher and better offers.

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