



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B - Courtroom #13
Fresno, California**

Hearing Date: Wednesday, April 22, 2026

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

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

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

Please also note the following:

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [25-13114](#)-B-13 **IN RE: MARK/TOBI MAIN**
[PBB-5](#)

MOTION TO CONFIRM PLAN
3-18-2026 [[76](#)]

TOBI MAIN/MV
PETER BUNTING/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

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

DISPOSITION: Granted.

ORDER: The moving party will prepare the order.

Mark and Tobi Main ("Debtors") move for an order confirming the First Modified Chapter 13 Plan dated March 18, 2026. Docs. #76, #78. No plan has been confirmed so far. The 60-month plan proposes the following terms:

1. Monthly plan payments will be \$800.00 for months 1-6 and \$2,500.00 for months 7-60.
2. Outstanding attorneys' fees of \$12,000.00 shall be paid through the plan.
3. Secured Creditors to be classified and treated as follows:
 - a. NewRez Mortgage LLC ("NewRez") (Class 1, 1st Deed of Trust on 37203 SandCreek Road, Squaw Valley, CA 93675). A prepetition arrearage of \$4,246.28 at 0.00% to be paid at \$125.00 per month. Ongoing post-petition payments of \$1,629.03 per month. Debtor to make 6 direct payments of \$1,629.03 to the creditor to cure the post-petition mortgage arrearage.
 - b. Service Finance Co. (Class 3, hot water heater). Collateral to be surrendered. Estimated deficiency of \$3,951.39.
 - c. Morgan Stanley (Class 4, 2nd Deed of Trust on 37203 SandCreek Road, Squaw Valley, CA 93675). Debtor to pay monthly installment payment of \$200.00.
4. A 26% dividend to general unsecured claims estimated at \$66,371.09.
5. Trustee currently holds \$3,968.00 in undisbursed funds which is sufficient to cure the delinquency in plan payments.

Doc. #78.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objected to confirmation of the plan but subsequently withdrew the Objection.

Docs. #83, #90. No other party in interest has responded, and the defaults of all non-responding parties are entered.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed.

2. [23-11116](#)-B-13 **IN RE: HUMBERTO/NANCY VIDALES**
[TCS-13](#)

MOTION TO MODIFY PLAN
3-18-2026 [[231](#)]

NANCY VIDALES/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to May 20, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

Humberto and Nancy ("Debtor") moves for an order confirming the Seventh Modified Chapter 13 Plan dated March 18, 2026. Doc. #235. Debtor's current plan was confirmed on December 8, 2023. Docs. #131. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. The Debtors are delinquent in their plan payments. The proposed plan asserts that Debtors will have paid an aggregate of \$135,210.52 for months 1-34. Trustee states that Debtors will have only paid \$129,297.05 through month 34.

2. The plan provides for a mortgage arrearage payment on a claim (the Wells Fargo N.A. claim) to which Debtors have already objected and which has been disallowed.

Doc. #53.

This motion to confirm plan will be CONTINUED to **May 20, 2026, at 9:30 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or all objections to confirmation are withdrawn, the Debtor shall file and serve a written response to the objections no later than fourteen (14) days before the continued hearing date. The response shall specifically address each issue raised in the objection(s) to confirmation, state whether each issue is disputed or undisputed, and include admissible evidence to support the Debtor's position. Any replies shall be filed and served no later than seven (7) days prior to the hearing date.

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

3. [25-11718](#)-B-13 **IN RE: BRAULIO/BLANCA PONCE**
[SL-1](#)

MOTION TO MODIFY PLAN
3-13-2026 [\[24\]](#)

BLANCA PONCE/MV
SCOTT LYONS/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Braulio and Blanca Ponce ("Debtors") move for an order confirming the First Modified Chapter 13 Plan dated March 13, 2026. Docs. #24, #28. Debtor's current plan was confirmed on July 10, 2025. Doc. #18.

No party has timely objected.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of any party in interest, including but not limited to creditors, the U.S. Trustee, and the case Trustee, to file written opposition at least 14 days

prior to the hearing as required by LBR 9014-1(f) (1) (B) may be deemed a waiver of any opposition to the granting of the motion. Cf. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987).

The motion requests that the confirmed 60-month plan be modified as follows:

1. Plan payments will remain at \$2,275.00 for months 11-60. Debtors shall make payments totaling no less than \$22,750.00 to the Chapter 13 Trustee for months 1-10.
2. Section 3.05 is modified to reduce the outstanding balance of Attorney's fees to be paid through the plan to \$4,955.00, to be paid in installments of \$495.50 per month in months 1-10 and \$120.00 in months 11-60.
3. All payments made by the Trustee to creditors and administrative payments made pursuant to the original plan are approved, confirmed, ratified, and affirmed.
4. The Debtors will surrender the collateral securing the Class 3 claim of Connexus Credit Union.
5. The plan is otherwise unchanged.

Doc. #23.

Co-debtor Braulio Ponce declares that this modification is necessary because the claim of Connexus Credit Union secured by Debtors' swimming pool turned out to be a secured claim and not unsecured as originally thought. Doc. #26. Debtors are modifying their plan to disclose the secured claim and plan to surrender the collateral. Id.

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

4. [23-12539](#)-B-13 **IN RE: DONNA VILLARREAL**
[SLL-1](#)

MOTION TO VACATE DISMISSAL OF CASE
3-25-2026 [[38](#)]

DONNA VILLARREAL/MV
STEPHEN LABIAK/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Granted. Order dismissing case is vacated.

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

Donna Villarreal ("Debtor") moves for an order vacating the dismissal of the above-styled Chapter 13 bankruptcy case which was entered on March 19, 2026, and reinstating the case. Doc. #38. The case was dismissed for failure to make plan payments and failure to cure the deficiency within 30 days of the date upon which Lilian G. Tsang ("Trustee") served the Notice of Default and Intent to Dismiss Case. Doc. #19.

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

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. The Trustee has filed a Notice of Non-opposition. Doc. #44. This motion will be GRANTED.

The motion is accompanied by Declarations from Debtor and from Debtor's counsel and by Exhibits consisting of copies of Debtor's USPS Tracking report and receipts for Debtor's money order obtained to cure the deficiency. Docs. ##40-42. The moving papers attest to the fact that Debtor mailed the funds to cure the deficiency with the

expectation that Trustee would receive them before the deadline to cure but that they were unavoidably delayed due to a chemical spill and severe weather in Tennessee that greatly delayed delivery of mail which passed through USPS's Tennessee delivery hub. *Id.* It appears that Trustee received the funds on March 20, 2026, the day after the case was dismissed. *Id.*

No party in interest has opposed this motion, and the Trustee has entered a Notice of Non-Opposition. This motion will be GRANTED. The dismissal of this case is hereby VACATED, and this case is hereby reinstated.

5. [24-11747](#)-B-13 **IN RE: SAMUEL/CHRISTI HALL**
[TCS-1](#)

MOTION TO INCUR DEBT
4-7-2026 [[52](#)]

CHRISTI HALL/MV
TIMOTHY SPRINGER/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 will submit a proposed order after hearing.

Samuel and Christi Hall ("Debtors") move for authorization to purchase a 2024 Dodge Ram ("the Vehicle") for \$29,868.42. Doc. #52. The motion is supported by the Declaration of Co-Debtor Samuel Hall and exhibits consisting of a Capital One "worksheet" and Debtors' Amended Schedules I & J which demonstrate they can afford the Vehicle payments. Docs. ##54-55.

From the moving papers, it appears that the Vehicle will be paid for in part by the insurance proceeds received by Debtors after their 2016 Honda Civic was totaled in an accident. *Id.* Debtors propose to finance the balance owing through Capital One, with estimated monthly payments of \$617.37 per month for 72 months at 14.12% APR. *Id.* The Debtors will pay the note directly outside the plan, and the neither the confirmed plan nor the distribution to creditors will change. *Id.*

LBR 3015-1(h) (A) allows the debtor, with court approval, to finance the purchase of a motor vehicle if written consent of the chapter 13 trustee is filed with or as part of the motion. The trustee's approval is a certification to the court that: (i) all chapter 13 plan payments are current; (ii) the chapter 13 plan is not in default; (iii) the debtor has demonstrated an ability to pay all future plan payments, projected living expenses, and the new debt; (iv) the new debt is a

single loan incurred to purchase a vehicle that is reasonably necessary for the maintenance or support of the debtor, or necessary for the continuation, preservation, and operation of the debtor's business; (v) the only security for the new debt will be the vehicle purchased by debtor; and (vi) the new debt does not exceed \$20,000.00.

If the trustee will not give consent, the debtors may still seek court approval under LBR 3015-1(h)(E) by filing and serving a motion on the notice required by Fed. R. Bankr. P. 2002 and LBR 9014-1.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

After review of the attached evidence, the court finds that Debtors will be able to make the monthly payment for the Vehicle. The court is inclined to GRANT the motion. Debtors are authorized, but not required, to incur further debt in order to purchase the 2024 Dodge Ram ("the Vehicle") for \$29,868.42, with monthly payments of \$617.37 for 72 months at 14.12% APR or another vehicle of comparable value and under similar terms. Should the Debtors' budget prevent maintenance of current plan payment, Debtors shall continue making plan payments until the plan is modified.

6. [25-14148](#)-B-13 **IN RE: JESSE DILLON**
[RSW-2](#)

MOTION TO CONFIRM PLAN
3-18-2026 [[30](#)]

JESSE DILLON/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
RESPONSIVE PLEADING WITHDRAWN

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

DISPOSITION: Granted.

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

Jesse Dillon ("Debtor") seeks an order confirming the Chapter 13 Plan dated December 14, 2025. Doc. #16. No plan has been confirmed so far. The 36-month plan proposes the following terms:

1. Plan payments will be \$500.00 per month.

2. Outstanding Attorney's fees in the amount of \$6,500.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
 - a. CarMax Auto Finance (Class 2B, PMSI car note, 2015 BMW X5). \$22,068.00 claimed by Creditor. Collateral valued at \$8,700.00 per valuation order entered April 8, 2026. Doc. #37. \$8,700.00 at 7.75% to be paid through the plan at \$293.48 per month.
 - b. Freedom Mortgage Corporation (Class 4, Mortgage on 216 River Oaks Dr., Bakersfield, CA). \$1,740.21 to be paid directly by Debtor.
4. A dividend of 0% to unsecured creditors.
5. The executory contract with SunRun Solar will be assumed. Debtor to pay \$74.00 per month directly.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a prima facie showing that they are entitled to the relief sought, which the movant has done here.

The Trustee filed an Objection to this plan on January 13, 2026. Doc. #12. The court initially sustained that objection by order dated March 5, 2026. Doc. #24. After filing a valuation motion for the CarMax loan, which the court later granted, Debtor filed this Motion to Confirm the original plan dated December 14, 2025, in lieu of filing a new plan. Doc. #30. The Trustee initially objected to the motion but later withdrew that objection after Debtor resolved the problems that led to the objection. Docs. #35, #38. There were no other objections to plan confirmation.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed.

7. [25-25050](#)-B-13 **IN RE: WENDELL DELA CRUZ**
[RKW-1](#)

MOTION TO CONFIRM PLAN
3-17-2026 [[84](#)]

WENDELL DELA CRUZ/MV
RHONDA WALKER/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to May 20, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

This case was originally assigned to Judge Frederick Clement and reassigned to the undersigned on February 9, 2026. Docket generally.

Wendell Dela Cruz ("Debtor") moves for an order confirming the First Modified Chapter 13 Plan dated December 10, 2025. Docs. #39, #85. No plan has been confirmed so far. There is no explanation on the record for the three-month delay between the filing of the plan and the filing of the motion for confirmation.

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

1. The plan fails to satisfy the liquidation analysis under 11 U.S.C. § 1325(a)(4). Debtor has an estimated \$28,156.51 in non-exempt equity and proposes only a 0.01% dividend to general unsecured creditors with claims estimated at \$101,032.00 (see Doc. #1, Schedule F).
2. Debtor is delinquent by \$7,546.07 in plan payments as of April 8, 2026, with additional payments accruing.
3. Trustee asserts an issue with Proof of Service. The Debtor filed the Amended Chapter 13 plan on December 10, 2025, but did not file the Certificate of Service until March 18, 2026, when Debtor filed two different Certificates of Service, about ten minutes apart. Docs. #39, #97, #98. Because the Certificate of Service was filed 98 days after the Amended Plan, the Trustee argues that it is procedurally defective.
4. Trustee asserts that Debtor used the wrong Certificate of Service Form.

Doc. #108.

This motion to confirm plan will be CONTINUED to **May 20, 2026, at 9:30 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or all objections to confirmation are withdrawn, the Debtor shall file and serve a written response to the objections no later than fourteen (14) days before the continued hearing date. The

response shall specifically address each issue raised in the objection(s) to confirmation, state whether each issue is disputed or undisputed, and include admissible evidence to support the Debtor's position. Any replies shall be filed and served no later than seven (7) days prior to the hearing date.

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

8. [25-14151](#)-B-13 **IN RE: HELEN JOHNSON**
[PGM-2](#)

MOTION TO VALUE COLLATERAL OF CAPITAL ONE AUTO FINANCE
3-25-2026 [[45](#)]

HELEN JOHNSON/MV
PETER MACALUSO/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.

Helen Johnson ("Debtor") moves for an order valuing a 2019 Cadillac ("Vehicle") at \$13,300.00 under 11 U.S.C. § 506(a). Doc. #47 et seq. Vehicle is encumbered by a purchase money security interest in favor Capital One Auto Finance ("Creditor").

Debtor complied with Fed. R. Bankr. Pro. Rules 3012(b) and 7004(b)(3) by serving Creditor a copy of the motion by first-class mail to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process. Doc. #49. In this case, Debtor served Capital One Auto Finance to the attention of "Officer, managing or general agent, or person authorized to receive service of process" and also to CSC - Lawyers Incorporating Service, which is Creditor's agent for service of process. Id.

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other

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

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

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

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

11 U.S.C. § 506(a) (2) states:

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

Here, Debtors borrowed money from Creditor to purchase Vehicle on or about August 2, 2021, which is more than 910 days preceding the December 15, 2025, petition date. Docs. #1, #47 (Declaration of Helen Johnson). Thus, the elements of § 1325(a) (*) are not met and § 506 is applicable.

Debtor declares Vehicle has a replacement value of \$13,300.00. Doc. #47. Debtor also provides a list of items on the Vehicle which are broken, damaged, and/or in need of repair. Id. Debtor is competent to testify as to the value of the Vehicle. Given the absence of contrary evidence, the debtor's opinion of value may be conclusive. Enewally v. Wash. Mut. Bank (In re Enewally), 368 F.3d 1165, 1173 (9th Cir. 2004).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Creditor's secured claim will be fixed at \$13,300.00. The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

9. [25-14151](#)-B-13 **IN RE: HELEN JOHNSON**
[PGM-3](#)

MOTION TO AVOID LIEN OF CAPITAL COLLECTIONS, LLC
3-25-2026 [[50](#)]

HELEN JOHNSON/MV
PETER MACALUSO/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.

Helen Johnson ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Capital Collections ("Creditor") in the sum of \$6,100.96 and encumbering residential real property located at 6098 N. Carica Avenue, Fresno, CA 93722 ("Property"). Doc. #50 et seq.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving both Creditor's place of business and to the attention of an officer or other person authorized to receive service and also Creditor's registered agent for service of process via first class mail on March 25, 2026. Doc. #55.

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a prima facie showing that they are entitled to the relief sought, which the movant has done here.

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Here, a judgment was entered against Debtor in favor of Creditor in the amount of \$5,821.27 on July 8, 2025. Doc. #54. The abstract of judgment was issued on July 25, 2025, and was recorded in Fresno County on July 30, 2025. *Id.* That lien attached to Debtor's interest in Property. Docs. #53-54. Debtor estimates that the current amount owed on account of this lien is \$6,100.96. Doc. #53

As of the petition date, Property had an approximate value of \$363,200.00. Doc. #1 (Schedule A/B). Debtor claimed a \$421,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (Schedule C).

Property is encumbered by a first deed of trust in favor of Selene Finance ("Selene") in the amount of \$142,980.00. Doc. #1 (Schedule D). Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Selene	\$142,900.00	n/a	Unavoidable
2. Creditor	\$6,100.96	7/30/25	Avoidable

When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided

in the reverse order of their priority. Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger), 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), aff'd, 196 F.3d 1292 (9th Cir. 1999). Liens already avoided are excluded from the exemption impairment calculation. Ibid.; § 522(f) (2) (B).

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

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

Amount of judgment lien		\$6,100.96
Total amount of unavoidable liens (incl. liens not yet avoided)	+	142,900.00
Debtor's claimed exemption in Property	+	\$421,000.00
<i>Sum</i>	=	\$570,000.96
Debtor's claimed value of interest absent liens	-	\$363,200.00
Extent lien impairs exemption	=	\$206,800.96

All Points Capital Corp. v. Meyer (In re Meyer), 373 B.R. 84, 91 (B.A.P. 9th Cir. 2007); accord. Hanger 217 B.R. at 596, Higgins v. Household Fin. Corp. (In re Higgins), 201 B.R. 965, 967 (B.A.P. 9th Cir. 1996); cf. Brantz, 106 B.R. at 68, Magosin, 75 B.R. at 549-50, In re Piersol, 244 B.R. 309, 311 (Bankr. E.D. Pa. 2000). Since there is no equity for liens to attach and this case does not involve fractional interests or co-owned property with non-debtor third parties, the § 522(f) (2) formula can be re-illustrated using the Brantz formula with the same result:

Fair market value of Property		\$363,200.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	\$142,900.00
Homestead exemption	-	421,000.00
Remaining equity for judicial liens	=	(\$200,700.00)
Creditor's judicial lien	-	\$6,100.96
Extent Debtor's exemption impaired	=	(\$206,800.96)

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is insufficient equity to support any judicial liens. Therefore, the fixing of Creditor's judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided.

Debtor has established the four elements necessary to avoid a lien under § 522(f)(1). Accordingly, this motion will be GRANTED. The proposed order shall state that Creditor's lien is avoided from the subject Property only and include a copy of the abstract of judgment as an exhibit.

10. [23-20052](#)-B-13 **IN RE: VANESSA TURINCIO-FUENTES**
[BLG-3](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF BANKRUPTCY LAW GROUP, PC FOR CHAD M JOHNSON, DEBTORS ATTORNEY(S)
3-12-2026 [46]

CHAD JOHNSON/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Granted.

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

This case was originally heard by Judge Frederick E. Clement and later reassigned to the undersigned.

Chad M Johnson, attorney with Bankruptcy Law Group, PC, attorney for Debtors ("Applicant"), hereby applies for approval of final compensation in the amount of **\$ 3,701.85** pursuant to 11 U.S.C. Section 329 and 330(a), Fed. R. Bankr. P. 2002, 2016 and 2017. Docs. #46 et seq. This amount consists of **\$3,680.00** in fees and **\$21.85** in expenses from October 5, 2022, to March 14, 2023. Doc. #48 (Decl. of Chad Johnson). These fees and expenses were already approved on an interim basis by Judge Clement in an order dated May 17, 2023. Doc. #35. Applicant waives all fees and expenses incurred after March 14, 2023, and seeks only to finalize the interim award.

Debtor executed a statement of consent dated March 16, 2023, which accompanied the prior application for interim compensation, indicating that Debtor has read the fee application and approves the same. Doc. #25. Trustee David Cusick has filed a Notice of Non-Opposition. Doc. #51.

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys. Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Applicant's firm provided 9.2 billable hours at \$400.00, totaling \$3,680.00 in fees. Doc. #49 (Applicant's billing records). Applicant also incurred \$21.85 in expenses for printing, envelopes, and postage. *Id.* These combined fees and expenses total **\$3,701.85**.

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

11 U.S.C. § 331 authorizes the award after notice and hearing of an interim award subject to subsequent final approval by the court pursuant to § 330.

Applicant's services here included, without limitation: case preparation, case administration, work on a valuation motion (BLG-1), and work on the interim fee application. The court finds these services and expenses reasonable, actual, and necessary.

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Applicant shall be awarded \$3,680.00 in fees as reasonable compensation for services rendered and \$21.85 in reimbursement of actual, necessary expenses on a final basis under 11 U.S.C. § 330. The chapter 13 trustee will be authorized to pay Applicant \$3,701.85 through the confirmed plan for services and expenses from October 5, 2022, to March 14, 2023, with all fees and expenses after that date waived.

11. [25-25352](#)-B-13 **IN RE: DAVID DOMINGUEZ**
[DPC-1](#)

MOTION TO DISMISS CASE
3-13-2026 [\[17\]](#)

DAVID CUSICK/MV
SETH HANSON/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will be called as scheduled.

DISPOSITION: Granted or denied without prejudice.

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

The chapter 13 trustee asks the court to dismiss this case under 11 U.S.C. § 1307(c)(6) for failure to complete the terms of the confirmed plan. Doc. #17.

This matter will be called as scheduled to inquire whether Debtor has cured the delinquency as stated. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

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

facie showing that they are entitled to the relief sought, which the Movant has done here.

On April 8, 2026, Debtor filed a response averring that he is current on his plan payments. Doc. #21. The court expects the Trustee to withdraw his motion when a debtor has brought any deficiencies current prior to the hearing.

In the future, the court may deny matters if the following deficiencies are not corrected.

Movant's notice (Doc. #18) failed to include the U.S. Trustee's office as a party who must be served with opposition to the motion as required by LBR 9014-1(d)(3)(B)(i). See Fed. R. Bankr. Proc. 9034(c). Here, Debtor served the U.S. Trustee with the opposition.

Rule 7004(g) allows service of a Debtor's attorney under Rule 5. In the Trustee's Certificate of Service (Doc. #20) under Section 6, **How Service is Accomplished**, only Box 6A1 was marked indicating to the court that service was accomplished by First Class Mail. Debtors' attorney is not listed on Attachment 6A-1. The first line of Section 6 reads as follows: " Rule 5 and Rules 7005, 9036 Service (**Check at least one, if applicable**). " Box 6B is not marked to indicate to the court that service was accomplished in this manner. *Id.* However, the docket for this case does indicate that Debtor's attorney was served electronically by the court, so any error in service to Debtor's attorney is harmless in this case.

As an informative matter, Debtor's Certificate of Service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 10/22) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #22. The correct form can be accessed on the court's website.

This matter will be called as scheduled to confirm that Debtor has cured the delinquency. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

12. [25-25752](#)-B-13 **IN RE: DEE LAM**
[DPC-1](#)

MOTION TO DISMISS CASE
3-13-2026 [22]

DAVID CUSICK/MV
THOMAS AMBERG/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will be called as scheduled.

DISPOSITION: Granted or denied without prejudice.

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

The chapter 13 trustee asks the court to dismiss this case under 11 U.S.C. § 1307(c)(6) for failure to complete the terms of the confirmed plan. Doc. #22.

This matter will be called as scheduled to inquire whether Debtor has cured the delinquency as stated. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

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

On April 7, 2026, Debtor filed a declaration that states Debtor made two plan payments which posted on April 6, 2026. Debtor avers that Debtor will submit the remaining balance prior to the hearing. Doc. #27. The court expects the Trustee to withdraw his motion if the Debtor has brought any deficiencies current prior to the hearing.

In the future, the court may deny matters if the following deficiencies are not corrected.

Movant's notice (Doc. #23) failed to include the U.S. Trustee's office as a party who must be served with opposition to the motion as required by LBR 9014-1(d)(3)(B)(i). See Fed. R. Bankr. Proc. 9034(c). Here, Debtor served the U.S. Trustee with the opposition.

Rule 7004(g) allows service of a Debtor's attorney under Rule 5. In the Trustee's Certificate of Service (Doc. #25) under Section 6, **How Service is Accomplished**, only Box 6A1 was marked indicating to the court that service was accomplished by First Class Mail. Debtor's attorney is not listed on Attachment 6A-1. The first line of Section 6 reads as follows: " Rule 5 and Rules 7005, 9036 Service **(Check at least one, if applicable)**." Box 6B is not marked to indicate to the court that service was accomplished in this manner. *Id.* However, the docket for this case does indicate that Debtor's attorney was served electronically by the court, so any error in service to Debtor's attorney is harmless in this case.

As an informative matter, Debtor's Certificate of Service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 10/30/2024) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #28. The correct form can be accessed on the court's website.

This matter will be called as scheduled to confirm that Debtor has cured the delinquency. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

13. [21-24053](#)-B-13 **IN RE: ALICIA MORELAND**
[TLA-2](#)

MOTION TO SELL
4-1-2026 [[66](#)]

ALICIA MORELAND/MV
THOMAS AMBERG/ATTY. FOR DBT.
WITHDRAWN

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

DISPOSITION: Withdrawn.

No order is required.

On April 7, 2026, Alicia Moreland ("Debtor") withdrew this Motion to Sell. Doc. #71. Accordingly, this motion is WITHDRAWN.

14. [25-26754](#)-B-7 **IN RE: SHIRLEY ANDERSON**
[DPC-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY DAVID P.
CUSICK
1-21-2026 [[20](#)]

DAVID CUSICK/MV
MICHAEL HAYS/ATTY. FOR DBT.
CONVERTED TO CHAPTER 7 ON 4/7/26

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

DISPOSITION: Overruled as moot.

ORDER: The court will prepare the order.

On April 9, 2026, a Notice of Conversion to Chapter 7 was entered in this case. Doc. #38. Accordingly, this Objection to the Chapter 13 Plan dated December 8, 2025 (Doc. #20) will be OVERRULED as moot.

15. [25-26754](#)-B-7 **IN RE: SHIRLEY ANDERSON**
[GMN-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY JPMORGAN
CHASE BANK, NATIONAL ASSOCIATION
12-26-2025 [[16](#)]

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION/MV
MICHAEL HAYS/ATTY. FOR DBT.
GENAIL ANDERSON/ATTY. FOR MV.
CONVERTED TO CHAPTER 7 ON 4/7/26

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

DISPOSITION: Overruled as moot.

ORDER: The court will prepare the order.

On April 9, 2026, a Notice of Conversion to Chapter 7 was entered in this case. Doc. #38. Accordingly, this Objection to the Chapter 13 Plan dated December 8, 2025 (Doc. #16) will be OVERRULED as moot.0

16. [25-26854](#)-B-13 **IN RE: EMILENA CHAVEZ**
[DPC-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY DAVID P.
CUSICK
1-28-2026 [[22](#)]

DAVID CUSICK/MV
MATTHEW DECAMINADA/ATTY. FOR DBT.

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

This matter was originally before Judge Frederick E. Clement and later transferred to the undersigned.

David Cusick, Chapter 13 Trustee in this case ("Trustee"), objected to confirmation of the Chapter 13 Plan filed by Emilena Chavez ("Debtor") on December 19, 2025, on the following grounds:

1. Debtor was delinquent in plan payments by \$4,262.00 as of January 28, 2026, with additional payments accruing.
2. Debtor failed to appear at the 341 Meeting of Creditors conducted on January 22, 2026.
3. Debtor failed to provide proof of her Social Security number.
4. Debtor has filed two different plans as part of the same filing (Doc. #9), and it is unclear which controls, if either.

Doc. #22.

Judge Clement continued this objection to April 22, 2026, to be heard by the undersigned. Doc. #37. In that order, Judge Clement directed Debtor to (a) file a statement of non-opposition, (b) respond in writing to the objection, or (3) file a modified plan. Id. Debtor did none of those. Accordingly, Trustee's objection will be SUSTAINED on the grounds stated in the objection.

17. [25-26854](#)-B-13 **IN RE: EMILENA CHAVEZ**
[DPC-2](#)

CONTINUED MOTION TO DISMISS CASE
2-20-2026 [\[30\]](#)

DAVID CUSICK/MV
MATTHEW DECAMINADA/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Unless the trustee's motion is withdrawn at the hearing the court intends to grant the motion to dismiss on the grounds stated in the motion.

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

This matter was noticed pursuant to LBR 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondent's default 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.

Here, the chapter 13 trustee asks the court to dismiss this case under 11 U.S.C. § 1307(c)(1) for unreasonable delay by debtor that is prejudicial to creditors. Doc. #30.

Under 11 U.S.C. § 1307(c), the court may convert or dismiss a case, whichever is in the best interests of creditors and the estate, for "cause". "A debtor's unjustified failure to expeditiously accomplish any task required either to propose or to confirm a chapter 13 plan may constitute cause for dismissal under § 1307(c)(1)." *Ellsworth v. Lifescape Med. Assocs., P.C. (In re Ellsworth)*, 455 B.R. 904, 915 (B.A.P. 9th Cir. 2011). There is "cause" for dismissal under 11 U.S.C. § 1307(c)(1) for unreasonable delay by debtor that is prejudicial to creditors.

Here, Debtor is delinquent in the amount of \$12,622.61. Doc. #46. No payments have been made since the filing of the case on December 5, 2025. No response has been filed to the instant motion. *Id.* The objections to plan confirmation filed by the Chapter 13 Trustee and Lakeview Loan Servicing, matters #16, #18 and #19 on this calendar have been sustained.

Unless this motion is adequately opposed at the hearing, or withdrawn, the motion will be GRANTED, and the case dismissed.

As an informative matter, Rule 7004(g) allows service of a Debtor's attorney under Rule 5. In the Trustee's Certificate of Service (Doc. #33) under Section 6, **How Service is Accomplished**, only Box 6A1 was marked indicating to the court that service was accomplished by First Class Mail. Debtor's attorney is not listed on Attachment 6A-1. The first line of Section 6 reads as follows: " Rule 5 and Rules 7005, 9036 Service (**Check at least one, if applicable**)." Box 6B is not marked to indicate to the court that service was accomplished in this manner. *Id.* However, the docket for this case does indicate that Debtor's attorney was served electronically by the court.

The court will overlook the procedural errors in this instance as the errors are harmless in this case.

18. [25-26854](#)-B-13 **IN RE: EMILENA CHAVEZ**
[EAT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY LAKEVIEW LOAN
SERVICING, LLC
1-7-2026 [[18](#)]

LAKEVIEW LOAN SERVICING, LLC/MV
MATTHEW DECAMINADA/ATTY. FOR DBT.
CASSANDRA RICHEY/ATTY. FOR MV.

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

This matter was originally before Judge Frederick E. Clement and later transferred to the undersigned.

Lakeview Loan Servicing, LLC ("Creditor"), objected to confirmation of the Chapter 13 Plan filed by Emilena Chavez ("Debtor") on December 19, 2025, on the following grounds:

1. The proposed plan does not address the arrearage in Debtor's mortgage which Creditor estimates to be \$20,236.88. Therefore, this claims should not be treated in Class 4 as the plan proposes. Also, Debtor apparently filed two separate and different Chapter 13 plans in the same document.

Doc. #18.

Judge Clement continued this objection to April 22, 2026, to be heard by the undersigned. Doc. #38. In that order, Judge Clement directed Debtor to (a) file a statement of non-opposition, (b) respond in writing to the objection, or (3) file a modified plan. *Id.* Debtor did none of those. Accordingly, Creditor's objection will be SUSTAINED on

the grounds stated in the objection.

19. [25-26854](#)-B-13 **IN RE: EMILENA CHAVEZ**
[RJC-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY HOMETAP
EQUITY PARTNERS, LLC AND HILLTP FINCO, LLC
1-28-2026 [[26](#)]

HILLTAP FINCO, LLC/MV
MATTHEW DECAMINADA/ATTY. FOR DBT.
RUDY CERONE/ATTY. FOR MV.

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

This matter was originally before Judge Frederick E. Clement and later transferred to the undersigned.

Hometap Equity Partners, LLC ("Creditor"), objected to confirmation of the Chapter 13 Plan filed by Emilena Chavez ("Debtor") on December 19, 2025, on the following grounds:

1. The proposed plan fails to list, treat, or provide for Creditor's claim against Debtor.

Doc. #26.

Judge Clement continued this objection to April 22, 2026, to be heard by the undersigned. Doc. #39. In that order, Judge Clement directed Debtor to (a) file a statement of non-opposition, (b) respond in writing to the objection, or (3) file a modified plan. Id. Debtor did none of those. Accordingly, Creditor's objection will be SUSTAINED on the grounds stated in the objection.

20. [26-11154](#)-B-13 **IN RE: JULIE MORIN**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
4-1-2026 [[18](#)]

JOAQUIN NOLET/ATTY. FOR DBT.
\$313.00 FILING FEE PAID 4/8/26

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the \$32.00 filing fee was paid on April 8, 2026. Accordingly, this order to show cause will be VACATED.

21. [26-10456](#)-B-13 **IN RE: MATTHEW CRIPPEN**
[LGT-2](#)

MOTION TO DISMISS CASE
3-18-2026 [[23](#)]

LILIAN TSANG/MV

TENTATIVE RULING: This matter will be called and proceed as scheduled because the debtor is pro se.

DISPOSITION: Granted as modified. Case will be converted to Chapter 7.

ORDER: The court will issue an order.

This motion was set for hearing on at least 28 days' notice pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the debtor 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). However, because the debtor is pro se, this matter will be called and proceed as scheduled. The court will inquire whether the debtor has cured all of the delinquencies set forth in the motion. If so, this motion will be DENIED WITHOUT PREJUDICE. Otherwise, this motion will be GRANTED.

Chapter 13 trustee Lilian G. Tsang ("Trustee") asks the court to dismiss this case under 11 U.S.C. § 1307(c)(1) for unreasonable delay by the debtor that is prejudicial to creditors. Doc #23. Specifically, Trustee asks the court to dismiss this case for the debtor's failure to:

- Appear and testify at the initial 341 Meeting of Creditors on March 12, 2026. [11 U.S.C §341] and/or F.R.B.P 4002;
- Provide the required and requested document(s) to the Trustee;
- Cooperate with the Trustee as required in [11 U.S.C. §521(a)(3)(4)];
- Debtor failed to file all schedules and/or statements.

Under 11 U.S.C. § 1307(c), the court may convert or dismiss a case, whichever is in the best interests of creditors and the estate, for cause. "A debtor's unjustified failure to expeditiously accomplish any task required either to propose or to confirm a chapter 13 plan may constitute cause for dismissal under § 1307(c)(1)." *Ellsworth v. Lifescape Med. Assocs., P.C.* (In re *Ellsworth*), 455 B.R. 904, 915 (B.A.P. 9th Cir. 2011). There is "cause" for dismissal under 11 U.S.C. § 1307(c)(1) for unreasonable delay.

The Trustee has reviewed the schedules and determined there is a liquidation amount of \$72,265.50, after Trustee compensation. This liquidation amount is comprised of the value of Debtor's 2000 Ford F250, 1985 Peterbilt Tractor, 2007 Suzuki, 1995 Western Trailer, Electronics, and Business Equipment, Tools and Supplies. If Debtor were to amend the exemptions, there would remain non-exempt equity that could be realized for the benefit of unsecured creditors should the case be converted to Chapter 7.

Accordingly, pending the debtor showing that all the delinquencies set forth in the motion have been cured, the motion will be GRANTED, and the case converted to Chapter 7.

22. [23-20257](#)-B-13 **IN RE: AUSTIN MERRITT**
[DPC-4](#)

MOTION TO DISMISS CASE
3-11-2026 [\[141\]](#)

DAVID CUSICK/MV
THOMAS AMBERG/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will be called as scheduled.

DISPOSITION: Granted or denied without prejudice.

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

The chapter 13 trustee asks the court to dismiss this case under 11 U.S.C. § 1307(c)(6) for failure to complete the terms of the confirmed plan. Doc. #141.

This matter will be called as scheduled to inquire whether Debtor has cured the delinquency as stated. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

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

On April 8, 2026, Debtor filed a declaration that states since the filing of this motion he has made one plan payment. Debtor avers that he will submit the remaining balance prior to the hearing. Doc. #146. The court expects the Trustee to withdraw his motion if the Debtor has brought any deficiencies current prior to the hearing.

In the future, the court may deny matters if the following deficiencies are not corrected.

Movant's notice (Doc. #142) failed to include the U.S. Trustee's office as a party who must be served with opposition to the motion as required by LBR 9014-1(d)(3)(B)(i). See Fed. R. Bankr. Proc. 9034(c). Here, Debtor served the U.S. Trustee with the opposition.

Rule 7004(g) allows service of the U.S. Trustee under Rule 5. In the Trustee's Certificate of Service (Doc. #144) under Section 6, **How Service is Accomplished**, only Box 6A1 was marked indicating to the court that service was accomplished by First Class Mail. The U.S. Trustee is not listed on Attachment 6A-1. The first line of Section 6 reads as follows: " Rule 5 and Rules 7005, 9036 Service **(Check at least one, if applicable)**." Box 6B is not marked to indicate to the court that service was accomplished in this manner. *Id.* However, the docket for this case does indicate that the U.S. Trustee was served electronically by the court, so any error in service to the U.S. Trustee is harmless in this case.

As an informative matter, Debtor's Certificate of Service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 10/30/2024) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #147. The correct form can be accessed on the court's website.

This matter will be called as scheduled to confirm that Debtor has cured the delinquency. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

23. [25-11861](#)-B-13 **IN RE: BRIAN/ANGELA CURTIS**
[FW-3](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT
3-18-2026 [[40](#)]

ANGELA CURTIS/MV
GABRIEL WADDELL/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order with a copy of the stipulation attached as an exhibit. The stipulation shall also be separately filed and docketed as a stipulation.

Brian ("Brian") and Angela Curtis (collectively "Debtors") request an order approving a settlement agreement to resolve a claim arising from injuries Brian suffered in a vehicular accident which occurred prepetition. Doc. #40 *et seq.*

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

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

Debtors filed chapter 13 bankruptcy on June 2, 2026. Doc. #1. According to Brian's Declaration, he was involved in an automobile accident in October of 2024, when he was rear-ended and suffered injuries that required medical treatment. Doc. #42. The driver responsible for the accident was Jason Tofan ("Tofan"). Doc. #43 (Proposed Settlement Agreement or "the Agreement"). The claim was listed as an asset with an unknown value on Schedule A/B. Doc. #1

(Schedule A/B, line 33). Brian declares that he retained counsel to pursue his claim against Tofan and that the parties have reached a settlement for which Debtors now seek court approval. Doc. #42.

Under the proposed settlement, Brian will release his claim in exchange for \$15,000.00, which is the policy limit of Tofan's insurance coverage. *Id.* Brian is informed that Tofan has limited if any additional assets to recover against, and no other insurance policies are in play. *Id.*

Brian declares that, on information, there are approximately \$24,390.50 in medical liens against him arising from his post-accident treatment which were already perfected on the petition date. *Id.* Brian's accident counsel is seeking agreement from the relevant medical providers whereby the \$15,000.00 recovery will be allocated as follows:

1. The attorney will take \$5,000.00 in fees.
2. The attorney will also take \$5.00 in attorney costs.
3. \$5,211.93 will be distributed on account of the medical liens.
4. \$4,873.07 will be distributed to the Debtors.

Id. Brian asserts that, if the medical lienholders agree to this split, the \$4,873.07 distributed to Debtors is not exempt and will be paid out through the plan to priority and general unsecured creditors, increasing the liquidation test distribution from \$16,638.00 to \$21,511.07. *Id.* If the medical lienholders do not agree to this proposed division, there will be no distribution to Debtors and/or the estate. *Id.*

The court notes that a copy of the settlement agreement has not been filed in this case. The motion will only be granted if Debtors separately file the settlement agreement and docket it as a stipulation.

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

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

The Second Circuit reasoned, "[t]he legislative history of § 1303, which sets out the exclusive rights of a Chapter 13 debtor, supports the holding that a Chapter 13 debtor's standing is different." *Olick*,

145 F.3d 513 at 516. "Both the House of Representatives and Senate floor managers of the Uniform Law on Bankruptcies, Pub.L. No. 95-598 (1978), stated that:

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

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

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

Therefore, a debtor has standing to prosecute and settle this claim. On a motion by the trustee (or, as in this case, the Chapter 13 debtor) and after notice and a hearing, the court may approve a compromise or settlement. Rule 9019. Approval of a compromise must be based upon considerations of fairness and equity. *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the creditors with a proper deference to their reasonable views. *In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988).

It appears from the moving papers that the Debtors have considered the *A & C Props.* and *Woodson* factors, which weigh in favor of approving the settlement agreement as follows:

1. Probability of success in litigation: Brian declares his belief that he would prevail in litigation, but he does not believe he could recover anything beyond what is contemplated by the settlement. Even

if he could recover more through litigation, that process would also result in additional legal expenses, with the fruits of that litigation most likely going to medical lienholders. The settlement appears to hold out the greatest chance of any recovery for the estate.

2. Collection: Brian opines that the driver who caused the accident is judgment-proof and it would be very difficult if not impossible to obtain a recovery from the other driver beyond the insurance policy limits.

3. Complexity of litigation: The legal issues of the personal injury claim are not complicated, but litigation of any claim will cause both increased expenses and delays.

4. Paramount interests of creditors: Brian opines that the settlement is more likely to result in a distribution to creditors than even successful litigation, which would carry with it increased attorneys' fees and a reduced chance of any recovery for general creditors as opposed to medical lienholders.

The *A & C Props.* and *Woodson* factors appear to weigh in favor of approving the settlement. Therefore, the settlement appears to be a fair, equitable, and reasonable exercise of Debtor's business judgment. The court may give weight to the opinions of the trustee, the parties, and their attorneys. *In re Blair*, 538 F.2d 849, 851 (9th Cir. 1976). Furthermore, the law favors compromise and not litigation for its own sake. *Id.*

Accordingly, this motion will be GRANTED. The settlement between the Brian and Tofan will be approved.

This ruling is not authorizing the payment of any fees or costs associated with the settlement. Additionally, Debtors shall attach a copy of the settlement agreement as an exhibit to the proposed order and shall separately file the settlement agreement and docket it as a stipulation.

24. [22-23071](#)-B-13 **IN RE: DOUGLAS/PHATHUMPORN OVERSTREET**
[DPC-8](#)

MOTION TO DISMISS CASE
3-11-2026 [\[95\]](#)

DAVID CUSICK/MV
CANDACE BROOKS/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will be called as scheduled.

DISPOSITION: Granted or denied without prejudice.

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

The chapter 13 trustee asks the court to dismiss this case under 11 U.S.C. § 1307(c)(6) for failure to complete the terms of the confirmed plan. Doc. #95.

This matter will be called as scheduled to inquire whether Debtor has cured the delinquency as stated. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

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

On April 7, 2026, Debtors filed a declaration that states since the filing of this motion they have made one payment. Debtors aver that they will submit the remaining balance prior to the hearing. Doc. #100. The court expects the Trustee to withdraw his motion if the Debtors have brought any deficiencies current prior to the hearing.

In the future, the court may deny matters if the following deficiencies are not corrected.

Movant's notice (Doc. #96) failed to include the U.S. Trustee's office as a party who must be served with opposition to the motion as required by LBR 9014-1(d)(3)(B)(i). See Fed. R. Bankr. Proc. 9034(c). Here, Debtors served the U.S. Trustee with the opposition.

Rule 7004(g) allows service of the U.S. Trustee under Rule 5. In the Trustee's Certificate of Service (Doc. #98) under Section 6, **How Service is Accomplished**, only Box 6A1 was marked indicating to the court that service was accomplished by First Class Mail. The U.S. Trustee is not listed on Attachment 6A-1. The first line of Section 6 reads as follows: " Rule 5 and Rules 7005, 9036 Service **(Check at least one, if applicable)**." Box 6B is not marked to indicate to the court that service was accomplished in this manner. *Id.* However, the docket for this case does indicate that the U.S. Trustee was served electronically by the court, so any error in service to the U.S. Trustee is harmless in this case.

As an informative matter, Debtor's Certificate of Service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 10/30/2024) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #101. The correct form can be accessed on the court's website.

This matter will be called as scheduled to confirm that Debtors have cured the delinquency. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

25. [25-27071](#)-B-13 **IN RE: DANIEL PARRISH**
[DPC-1](#)

CONTINUED MOTION TO DISMISS CASE
1-27-2026 [[28](#)]

DAVID CUSICK/MV
RESPONSIVE PLEADING

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

DISPOSITION: Continued to May 27, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

The trustee's motion to dismiss will be CONTINUED to May 27, 2026, at 9:30 a.m., to be heard in connection with the debtor's *Motion to Confirm First Amended Chapter 13 Plan*. See, Docs. ##55-59; SLG-1.

In the future, the court may deny matters if the following deficiencies are not corrected.

Movant's notice (Doc. #29) failed to include the U.S. Trustee's office as a party who must be served with opposition to the motion as required by LBR 9014-1(d)(3)(B)(i). See Fed. R. Bankr. Proc. 9034(c). Here, Debtor served the U.S. Trustee with the opposition.

Rule 7004(g) allows service of the U.S. Trustee under Rule 5. In the Trustee's Certificate of Service (Doc. #31) under Section 6, **How Service is Accomplished**, only Box 6A1 was marked indicating to the court that service was accomplished by First Class Mail. The U.S. Trustee is not listed on Attachment 6A-1. The first line of Section 6 reads as follows: " Rule 5 and Rules 7005, 9036 Service (**Check at least one, if applicable**)." Box 6B is not marked to indicate to the court that service was accomplished in this manner. *Id.* However, the docket for this case does indicate that the U.S. Trustee was served electronically by the court, so any error in service to the U.S. Trustee is harmless in this case.

Also, Trustee's Certificate of Service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 10/30/2024) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #31. The correct form can be accessed on the court's website.

26. [23-24174](#)-B-13 **IN RE: MICHAEL/SUSAN MARASCO**
[DPC-3](#)

MOTION TO DISMISS CASE
3-13-2026 [[203](#)]

DAVID CUSICK/MV
TIMOTHY STEARNS/ATTY. FOR DBT.
DAVID CUSICK/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will be called as scheduled.

DISPOSITION: Granted or denied without prejudice.

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

The chapter 13 trustee asks the court to dismiss this case under 11 U.S.C. § 1307(c)(6) for failure to complete the terms of the confirmed plan. Doc. #203.

This matter will be called as scheduled to inquire whether Debtors have cured the delinquency as stated. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

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

On April 8, 2026, Debtors filed a declaration averring that Debtors will be fully caught up with the plan payments by the date of the hearing or soon thereafter. Doc. #208.

In the future, the court may deny matters if the following deficiencies are not corrected.

Movant's notice (Doc. #204) failed to include the U.S. Trustee's office as a party who must be served with opposition to the motion as required by LBR 9014-1(d)(3)(B)(i). See Fed. R. Bankr. Proc. 9034(c). Here, Debtors served the U.S. Trustee with the opposition.

Rule 7004(g) allows service of a Debtors' attorney under Rule 5. In the Trustee's Certificate of Service (Doc. #206) under Section 6, **How Service is Accomplished**, only Box 6A1 was marked indicating to the court that service was accomplished by First Class Mail. Debtors' attorney is not listed on Attachment 6A-1. The first line of Section 6 reads as follows: " Rule 5 and Rules 7005, 9036 Service (**Check at least one, if applicable**)." Box 6B is not marked to indicate to the court that service was accomplished in this manner. *Id.* However, the docket for this case does indicate that Debtors' attorney was served electronically by the court, so any error in service to Debtors' attorney is harmless in this case.

This matter will be called as scheduled to confirm that Debtors have cured the delinquency. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

27. [24-22674](#)-B-13 **IN RE: ANDREW/JOANNA NEWBOLD**
[DPC-4](#)

MOTION TO DISMISS CASE
3-13-2026 [\[98\]](#)

DAVID CUSICK/MV
ERIC SCHWAB/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

The chapter 13 trustee asks the court to dismiss this case under 11 U.S.C. § 1307(c)(6) for failure to complete the terms of the confirmed plan. Doc. #98.

This motion will be DENIED WITHOUT PREJUDICE because Andrew Francis Newbold and Joanna Hennessee Newbold ("Debtors") appear to be current on their Plan payments.

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

On April 8, 2026, Debtors filed a declaration and TFS record showing that they are current through March 2026. Doc. #102. The court expects the Trustee to withdraw his motion when a debtor has brought any deficiencies current prior to the hearing.

In the future, the court may deny matters if the following deficiencies are not corrected.

Movant's notice (Doc. #99) failed to include the U.S. Trustee's office as a party who must be served with opposition to the motion as

required by LBR 9014-1(d)(3)(B)(i). See Fed. R. Bankr. Proc. 9034(c). Here, Debtors served the U.S. Trustee with their opposition.

Rule 7004(g) allows service of a Debtors' attorney under Rule 5. In the Trustee's Certificate of Service (Doc. #101) under Section 6, **How Service is Accomplished**, only Box 6A1 was marked indicating to the court that service was accomplished by First Class Mail. Debtors' attorney is not listed on Attachment 6A-1. The first line of Section 6 reads as follows: " Rule 5 and Rules 7005, 9036 Service (**Check at least one, if applicable**). " Box 6B is not marked to indicate to the court that service was accomplished in this manner. *Id.* However, the docket for this case does indicate that Debtors' attorney was served electronically by the court, so any error in service to Debtors' attorney is harmless in this case.

As an informative matter, Debtor's Certificate of Service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 1/8/2025) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #105. The correct form can be accessed on the court's website.

Motion DENIED without prejudice.

28. [25-27074](#)-B-13 **IN RE: RUNXIU WANG**
[SD-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY U.S. BANK
TRUST COMPANY, NATIONAL ASSOCIATION
1-26-2026 [\[22\]](#)

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION/MV
ANH NGUYEN/ATTY. FOR DBT.
SHANNON DOYLE/ATTY. FOR MV.

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

This matter was originally before Judge Frederick E. Clement and later transferred to the undersigned.

U.S. Bank Trust Company, National Association, not in its individual capacity but solely as Trustee of PRPM 2023-NQM2, its successors and/or assignees ("Creditor" objected to confirmation of the Chapter 13 Plan filed by Runxiu Wang ("Debtor") on January 13, 2026, on the following grounds:

1. The plan does not propose treatment for the \$1,799.63 arrearage owed to Creditor.

Doc. #22.

Judge Clement continued this objection to April 22, 2026, to be heard by the undersigned. Doc. #25. In that order, Judge Clement directed Debtor to (a) file a statement of non-opposition, (b) respond in writing to the objection, or (3) file a modified plan. Id. Debtor did none of those. Accordingly, Creditor's objection will be SUSTAINED on the grounds stated in the objection.

29. [25-14084](#)-B-13 **IN RE: MARTHA MACIEL**
[TMO-1](#)

MOTION TO CONFIRM PLAN
3-6-2026 [[25](#)]

MARTHA MACIEL/MV
T. O'TOOLE/ATTY. FOR DBT.
T. O'TOOLE/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Granted.

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

Martha Maciel ("Debtor") seeks an order confirming the First Modified Chapter 13 Plan dated March 6, 2026. Docs. #25, #28. No plan has been confirmed so far.

On March 24, 2026, Lilian G. Tsang, the Chapter 13 Trustee ("Trustee"), objected to confirmation on the following grounds:

1. Schedule A/B reflects an interest in a legal claim with a value of "unknown". Without an accurate valuation of the legal claim Trustee is unable to complete the liquidation analysis. The Trustee is not opposed to resolving this issue in an order confirming plan reserving the claim for the benefit of the estate and extending deadlines to object to claimed exemptions. The Trustee has standard language to place in an order confirming plan for this particular issue.
2. Pursuant to Local Rule 2016-1(e) "Election. Debtor's counsel shall elect compensation under subdivision (b) or subdivision (c) in the first Chapter 13 plan filed, i.e., Chapter 13 plan § 3.05, EDC 3-080. Any failure to elect compensation in the first Chapter 13 plan filed shall be deemed an election to seek compensation and expenses under subdivision (b). Except as provided in Rule

60, that election, or failure to elect, is irrevocable. Fed. R. Civ. P. 60, incorporated by Fed. R. Bankr. P. 9024." Section 3.05 of the original filed plan failed to make a selection. Dkt. 3. Therefore, the attorney of record will need to seek approval of his fees through a fee application filed with the court.

Doc. #30. The court notes that Debtor's counsel did check the box for election of compensation under LBR 2016-1(e) in the Amended Plan but left it blank in the original plan. Compare Docs. #3 and #28. However, under the Local Rules, it is the initial election (or lack thereof) that controls.

On April 13, 2026, Debtor filed a Notice of Non-Opposition to Trustee's Objection, stating that Debtor agrees to allowing Trustee to add the necessary language regarding the legal claim to the Order Confirming Plan and that Debtor's counsel will seek fee approval through filing an application.

With those caveats in mind, the 36-month plan proposes the following terms:

1. Monthly plan payments will be \$280.00.
2. Outstanding attorney's fees of \$6,500.00 shall be paid through the plan and only subject to court approval after the filing, service, and hearing on a fee application.
3. Debtor has no secured claims against her. She proposes to pay a 1% dividend to unsecured creditors for claims estimated at \$16,417.58.

Doc. #28.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a prima facie showing that they are entitled to the relief sought, which the movant has done here.

Other than the Trustee, no party in interest has objected, and the defaults of all non-responding parties are entered. The Trustee's objections have been resolved by Debtor's non-opposition.

This motion will be GRANTED. The confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed. The confirmation order will also incorporate the changes proposed by Trustee which Debtor has confessed.

30. [26-10085](#)-B-13 **IN RE: CHRISTINA/CHEYENNE WELBORN**
[KLG-1](#)

MOTION TO CONFIRM PLAN
3-11-2026 [\[43\]](#)

CHEYENNE WELBORN/MV
ARETE KOSTOPOULOS/ATTY. FOR DBT.
RESPONSIVE PLEADING WITHDRAWN,

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

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

LBR 9004-2(a)(6), (b)(5), (b)(6), (e)(3), LBR 9014-1(c), and (e)(3) are the rules about Docket Control Numbers ("DCN"). These rules require a DCN to be in the caption page on all documents filed in every matter with the court and each new motion requires a new DCN. The DCN shall consist of not more than three letters, which may be the initials of the attorney for the moving party (e.g., first, middle, and last name) or the first three initials of the law firm for the moving party, and the number that is one number higher than the number of motions previously filed by said attorney or law firm in connection with that specific bankruptcy case. Each separate matter must have a unique DCN linking it to all other related pleadings.

Here, Christina and Cheyenne Welborn ("Debtors") filed a Motion to Extend Automatic Stay on January 14, 2026. Doc. #10. The DCN for that motion was KLG-1. The DCN for this motion is also KLG-1, and therefore, it does not comply with the local rules. Each separate matter filed with the court must have a different DCN.

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

31. [26-10693](#)-B-13 **IN RE: KARISSA RILEY**
[SLH-1](#)

MOTION TO INCUR DEBT
3-25-2026 [\[12\]](#)

KARISSA RILEY/MV
SETH HANSON/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Disposition to be determined at the hearing.

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

Karissa Riley ("Debtor") moves for authorization to incur new debt in the form of a student loan through Nelnet. Doc. #12 *et seq.* The motion is supported by Debtor's declaration and by an exhibit in the form of what purports to be an "Estimated Financial Aid Award" sheet from Gurnick Academy. Docs. #14-15. The amount to be borrowed is \$7,155.00 at 6.39%, with loan repayment set to commence in December 2026. Doc. #14 (Decl. of Karissa Riley).

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987).

No party in interest timely filed written opposition, and the defaults of all nonresponding parties are entered. Nevertheless, this matter will be called and proceed as scheduled for the reasons outlined below.

Debtor filed for Chapter 13 bankruptcy on February 23, 2026. Doc. #1. Debtor filed her Chapter 13 Plan of Reorganization that same day, but it has not yet been confirmed. Doc. #3. The plan proposes that Debtor pay \$225.00 per month to fund the 60-month plan. *Id.* Debtor's Schedule J indicates that her monthly net income is \$225.00, exactly enough to cover her plan payments. Doc. #1 (Schedule J). In Schedule J, Debtor further states that:

Debtor lives with her brother in their parents' house and they split rent expenses. Debtor borrows a vehicle from her parents. Debtor pays \$700 per month for utilities.

Doc. #1 (Schedule J, Line 24). Debtor has an infant child and is a below-median debtor. *Id.* Debtor declares that, after completing the medical program, her income will increase on or before December 2026 when her student loan payments are to commence. Doc. #14. However, Debtor provides no evidence that she will finish her medical assistant certification by then or what her income will be as a medical assistant on or before December 2026 when the loan payments start.

Based on the lack of evidence before the court, the court is inclined to DENY this motion. A hearing in this matter will proceed to determine if Debtor can augment the record and present evidence to buttress her claims.

11:00 AM

1. [24-12751](#)-B-7 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
[24-1062](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
12-27-2024 [[1](#)]

AMERICAN AGCREDIT, FLCA ET AL
V. SINGH ET AL
MICHAEL GOMEZ/ATTY. FOR PL.

NO RULING.

2. [24-12751](#)-B-7 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
[24-1063](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
12-27-2024 [[1](#)]

FARM CREDIT SERVICES OF
AMERICA, PCA V. SINGH ET AL
MICHAEL GOMEZ/ATTY. FOR PL.

NO RULING.

3. [26-10163](#)-B-7 **IN RE: HECTOR PICART**
[26-1010](#)

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
4-6-2026 [[9](#)]

TORRES ESTRADA V. PICART

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: The minutes of the hearing will be the court's findings and conclusions.

ORDER: The court will issue an order.

Magali Torres Estrada ("Plaintiff") filed a *Complaint of Nondischargeability* on March 16, 2026. Doc. #1. A fee of \$350.00 is required at the time of filing that complaint. A *Notice of Payment Due* was served on Plaintiff on March 25, 2026. Doc. #8.

On April 6, 2026, the Clerk of the court issued an *Order to Show Cause re Dismissal of Contested Matter or Imposition of Sanctions* directing Plaintiff to appear at the hearing and show cause why the motion should not be stricken, sanctions imposed on the party filer and/or

their counsel, or other relief ordered for failure to comply with the provisions of 28 U.S.C. § 1930(b). Doc. #9.

This matter will proceed as scheduled. If the filing fee of \$350.00 is not paid prior to the hearing, the motion may be stricken, and sanctions imposed on the filer and/or its counsel on the grounds stated in the OSC.

1:30 PM

1. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-6-2026 [[1](#)]

ZEV SHECHTMAN/ATTY. FOR DBT.

NO RULING.

2. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**
[SE-13](#)

MOTION TO IMPOSE AUTOMATIC STAY AND/OR MOTION FOR SANCTIONS
3-25-2026 [[128](#)]

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

NO RULING.

3. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**
[SE-15](#)

MOTION FOR ENTRY OF AN ORDER CONFIRMING THE ENGAGEMENT OF
PALADIN MANAGEMENT GROUP, LLC TO PROVIDE CO-CHIEF
RESTRUCTURING OFFICERS AND ADDITIONAL STAFF EFFECTIVE AS OF
THE PETITION DATE
3-31-2026 [[150](#)]

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: To be determined at the hearing.

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

Hronis, Inc. and its above-captioned affiliates (collectively, the "Debtors") who are debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), hereby apply for an order confirming the engagement of Paladin Management Group, LLC ("Paladin" or "Applicant") to provide the Debtors with co-Chief Restructuring Officers and additional Paladin personnel (the

"Additional Staff"), effective as of the Debtors' March 6, 2026 petition date. Doc. #150 *et seq.* Debtors propose that the engagement be retroactive to the petition date and on the terms set forth in that certain engagement letter dated May 26, 2025, amended by the first amendment thereto dated June 26, 2025 (the "CRO Engagement Letter"), and second amendment thereto dated January 9, 2026, collectively attached as Exhibit 1 filed concurrently with the application. *Id.*

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

The following facts are drawn from the moving papers except where noted. Debtors filed chapter 11 bankruptcy on March 6, 2026. Doc. #1. Debtors are primarily and collectively engaged in the cultivation and sale of grapes and related agricultural activities. *Id.* Debtors continue to operate the various business under the Hronis label as debtors-in-possession ("DIP").

Allen Soong and Scott Avila are co-founders and partners in Paladin. Paladin has been serving as de facto Chief Restructuring Officers ("CROs") since June 27, 2025. Paladin was initially engaged to provide financial advisory services, and Paladin's contract with Debtors was later modified to include CRO services.

The Debtors propose to compensate Paladin on an hourly basis, plus reimbursement of actual, necessary expenses and other charges. The current standard hourly rates of Paladin's professionals range from \$450 to \$975. Mr. Soong's rate is \$765 per hour and Mr. Avila's rate is \$895 per hour. Beyond the rates listed above, the Debtors propose to reimburse Paladin for its reasonable out-of-pocket documented expenses incurred in connection with this assignment, such as travel, meals and lodging, and delivery services.

The motion is accompanied by a Declaration by Mr. Soong attesting to Paladin's experience and knowledge in the arena of Chapter 11 reorganization, as Paladin "specializes in corporate restructuring, transaction advisory, operations performance improvement, strategic communications and strategic advisory services in both in- and out-of-court proceedings."

Mr. Soong provides a lengthy list of services which Paladin has provided and will continue to provide on behalf of Debtors, including but not limited to:

- Approving all significant management and operation decisions of the Debtors' business, including organization, HR, marketing, sales, logistics, finance, and administration;
- Identifying and implementing various strategic restructuring strategies and assessing the business and financial impact of those strategies;
- Assisting in the sale or the monetization of the Debtors' assets;
- Developing and implementing cash management and cash flow forecasting processes;
- Assessing the Debtors' liquidity outlook, debt service capacity, and appropriate capital structure;
- Assisting with strategic communications and negotiations with the Debtors' lenders, significant vendors and other stakeholders;
- Preparing the Debtors to commence the Chapter 11 Cases;
- Administrating the Chapter 11 Cases, which includes:
 - Preparing and finalizing Chapter 11 petitions and "first day" motions to be filed in connection with the Chapter 11 Cases; and
 - Preparing schedules of assets and liabilities, statements of financial affairs, monthly operating reports, and other filings that may be appropriate or required in connection with the Chapter 11 Cases;
- Assisting with the preparation of financial forecasts and reports that may be required by the Debtors' Board, lenders, and stakeholders; and
- Providing such further advice and support that are conducive to the above or as Paladin and the Debtors other agree.

The proposed terms of engagement will see Paladin paid on an hourly basis, at an hourly rate ranging from \$450 to \$975 depending on the professional providing the specific service at issue. Mr. Soong's rate as co-CRO is \$765 per hour, and Mr. Avila's rate as co-CRO is \$895 per hour. It is unclear whether other Paladin employees are expected to provide services and what their hourly rates are except that they are expected to fall within the range given above. Debtors will also reimburse Paladin for reasonable expenses.

The proposal also describes an indemnification agreement between Debtors and Paladin which Mr. Soong declares to be customary and reasonable for firms providing interim management services. Notably, this application proposes that Paladin's retention be secured pursuant to 11 U.S.C. § 363 rather than § 327. This means that Paladin will not be required to submit fee applications for court approval pursuant to §§ 330 and 331 of the Code. Instead, Paladin will file monthly reports on the staffing for Paladin's engagement which will include staffing assignments and reports of compensation earned and expenses incurred, to which parties in interest may object within seven (7) days after the report is filed. Any objections will be subject to court review and a hearing. In the absence of any objection to a monthly report, Debtors will have authority to pay, in the ordinary course of

business, all amounts invoiced for fees and services without further court approval. Debtors and Paladin reserve the right to seek compensation for "any success fees, transaction fees, or other back-end fees in connection with Paladin's retention."

Finally, Mr. Soong declares that

In the 90 days prior to the Petition Date, the Debtors paid Paladin \$1,133,674 for professional services performed and expenses incurred. Paladin holds in retainer \$170,272 (the "Retainer"). As of the Petition Date, no amounts remained outstanding with respect to the invoice(s) issued by Paladin. The Retainer will be held until the end of this case and applied to Paladin's final approved fees and expenses. Upon the termination of Paladin's engagement, Paladin will return any unused portion of the Retainer to the Debtor.

Mr. Soong's declaration also contains a statement of Paladin's disinterestedness. Paladin through Mr. Soong represents that, to the best of its knowledge, paladin knows no fact or situation that would represent conflict of interest precluding this employment. Soong declares that Paladin, Soong, and Avila have any connection with Debtors, their creditors, other parties in interest, the U.S. Trustee (or any UST employees), the U.S. Bankruptcy Court for the Eastern District of California (or any court employees), or any attorneys or counsel of the foregoing, and Paladin, Soong, and Avila hold no interests adverse to the Debtors' estates.

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

Under 11 U.S.C. § 327(a), a professional person, such as an accountant, can be employed by the estate with the court's approval to represent or assist the trustee [debtor in possession] in carrying out its duties provided that the proposed professional does not hold or represent an interest adverse to the estate and is a "disinterested person." In a chapter 11 case, a person is not disqualified for employment solely because of such person's employment by or representation of a creditor, unless there is an objection from the creditor or the UST. § 327(c).

11 U.S.C. § 328(a) permits employment of "a professional person under section 327" on "any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." Section 328(a) further "permits a professional to have the terms and conditions of its employment pre-approved by the bankruptcy court, such that the bankruptcy court may alter the agreed-upon compensation only 'if such terms and conditions and conditions prove to have been improvident in

light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.'" *In re Circle K Corp.*, 279 F.3d 669, 671 (9th Cir. 2002).

Here, Applicant's verified statement of connections indicates that Applicant does not hold or represent an interest adverse to the estate and is a "disinterested person."

This matter will be called and proceed as scheduled. Written opposition was not required and may be presented at the hearing. Absent opposition, the court may find that Applicant does not hold or represent an interest adverse to the estate and is a "disinterested person," and this motion will be GRANTED.

4. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**
[SE-16](#)

MOTION TO EMPLOY ZEV SHECHTMAN AS ATTORNEY(S)
4-6-2026 [[179](#)]

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: To be determined at the hearing.

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

Hronis, Inc. and its above-captioned affiliates (collectively, the "Debtors") who are debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), hereby apply for an order confirming the engagement of Saul Ewing, LLP ("Saul Ewing" or "Applicant") to serve as Debtors general bankruptcy and business counsel as of March 6, 2026, pursuant to 11 U.S.C. § 327(a) and FRBP 2014. Doc. #179 *et eq.* Debtors propose that the engagement be retroactive to that date and on the terms set forth in this application ("the Application").*Id.*

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

The following facts are drawn from the moving papers except where noted. Debtors filed chapter 11 bankruptcy on March 6, 2026. Doc. #1. Debtors are primarily and collectively engaged in the cultivation and sale of grapes and related agricultural activities. *Id.* Debtors continue to operate the various business under the Hronis label as debtors-in-possession ("DIP").

The Debtors engaged Saul Ewing as restructuring counsel in May of 2025. Saul Ewing assisted the Debtors with negotiations with creditors and in pursuing an out-of-court transaction. Later in 2025, Saul Ewing's engagement scope expanded to include preparing for and prosecuting a chapter 11 filing, and, in early 2026 through the Petition Date, Saul Ewing assisted the Debtors with the filing of these chapter 11 cases (which were later subject to joint administration under the above-styled case).

The Debtors propose to compensate Saul Ewing on an hourly basis, plus reimbursement of actual, necessary expenses and other charges. The current standard hourly rates of Saul Ewing's professionals generally range from \$265 to \$1,620, but for this specific case, the 2026 rates for Saul Ewing professionals and paraprofessionals ranges from \$370 to \$1055 per hour. Some specialists have higher rates.

Contemporaneously with the filing of the Application, the Debtors intend to file a motion to authorize procedures (the "Fee Procedures Motion"), for the Debtors and other estate professionals (not ordinary course professionals) to receive payments of their accruing fees and costs on a monthly basis. *See Item #17, below.*

The Application is accompanied by declarations from Allan Soong ("Soong"), Debtors' co-Chief Restructuring Office ("Co-CRO") and from Zev Shechtman ("Shechtman"), one of the lead attorneys from Saul Ewing representing Debtors in this case. In these declarations, Soong and Shechtman provide responses to questions required by the U.S. Trustee's "Fee Guidelines for Attorneys in Larger Chapter 11 Cases." Both Soong and Shechtman attest to Saul Ewing's disinterestedness in the Debtors and the reasonableness of the proposed fees.

The Debtors also propose to reimburse Saul Ewing for its reasonable out-of-pocket documented expenses incurred in connection with this assignment, such as travel, meals and lodging, and delivery services.

The Application provides a lengthy list of services which Applicant has provided and will continue to provide on behalf of Debtors, including but not limited to:

- advise and assist the Debtors to comply with the Debtors' statutory duties including, without limitation, schedules, statements of financial affairs and other bankruptcy compliance matters;

- advise and assist the Debtors regarding the sale or disposition of any assets;
- advise the Debtors regarding financing of operations and other administrative expenses during their cases;
- assist the Debtors in the formulation, confirmation and implementation of a chapter 11 plan or other dispositions of the Debtors' estates;
- assist the Debtors in identifying, analyzing, protecting and/or obtaining possession of estate property, including, if appropriate, seeking the turnover of estate property;
- assist the Debtors with abandonment or other disposition of property of the estate;
- assist with the analysis and pursuit of recovery of avoidable transfers, and if appropriate, initiate and prosecute adversary proceedings with respect thereto;
- analyze and review the validity of and, if appropriate, object to claims;
- assist with the employment and compensation processes for professionals;
- analyze the validity of and, if appropriate, object to administrative expenses;
- assist the Debtors with the settlement and compromise of claims by or against the estate, or pertaining to matters relating to this case;
- pursue enforcement of the automatic stay and other protections for the benefit of the Debtors and their estates;
- perform other general legal services to expeditiously administer the estate; and
- advise the Debtors and their Board of Directors regarding business, corporate and commercial law transactional and litigation matters, in the ordinary course and outside the ordinary course of business, whether or not involving bankruptcy laws

Mr. Shechtman declares that

Saul Ewing received payments from the Debtors prior to the Petition Date totaling \$1,485,553.56 on account of restructuring, general business and corporate, and bankruptcy preparation services. In addition, as of the Petition Date, Saul Ewing was holding, and continues to hold, \$301,460.48 in a prepetition retainer to be drawn upon only pursuant to Court order. Saul Ewing is not, and has not been a creditor of the Debtors, in light of Saul Ewing's requirement of advanced-paid retainers for prepetition legal work and the Debtors' replenishment of retainers as necessary prior to the Petition Date.

11 U.S.C. § 1107 gives a chapter 11 debtor in possession all rights and powers of a trustee, other than the right to compensation under

§ 330, and requires the debtor in possession to perform all of the functions and duties of a trustee, except those specified in § 1106(a)(2), (3), and (4).

Under 11 U.S.C. § 327(a), a professional person, such as an accountant, can be employed by the estate with the court's approval to represent or assist the trustee [debtor in possession] in carrying out its duties provided that the proposed professional does not hold or represent an interest adverse to the estate and is a "disinterested person." In a chapter 11 case, a person is not disqualified for employment solely because of such person's employment by or representation of a creditor, unless there is an objection from the creditor or the UST. § 327(c).

11 U.S.C. § 328(a) permits employment of "a professional person under section 327" on "any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." Section 328(a) further "permits a professional to have the terms and conditions of its employment pre-approved by the bankruptcy court, such that the bankruptcy court may alter the agreed-upon compensation only 'if such terms and conditions and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.'" *In re Circle K Corp.*, 279 F.3d 669, 671 (9th Cir. 2002).

Here, Applicant's verified statement of connections indicates that Applicant does not hold or represent an interest adverse to the estate and is a "disinterested person."

This matter will be called and proceed as scheduled. Written opposition was not required and may be presented at the hearing. Absent opposition, the court may find that Applicant does not hold or represent an interest adverse to the estate and is a "disinterested person," and this motion will be GRANTED.

5. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**
[SE-17](#)

MOTION TO EMPLOY GBB ADVISORS AS BROKER(S)
4-6-2026 [\[184\]](#)

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: To be determined at the hearing.

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

Hronis, Inc. and its above-captioned affiliates (collectively, the "Debtors") who are debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), hereby apply for an order authorizing the employment of MD Graham & Associates, Inc. d/b/a GBB Advisors & Graham and Associates ("GBB" or the "Advisor") as real estate brokers and sale advisors for the Debtors, effective as of March 6, 2026 (the "Petition Date"), pursuant to 11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

The following facts are drawn from the moving papers except where noted.

Debtors filed chapter 11 bankruptcy on March 6, 2026. Doc. #1. Debtors are primarily and collectively engaged in the cultivation and sale of grapes and related agricultural activities. *Id.* Debtors continue to operate the various business under the Hronis label as debtors-in-possession ("DIP").

Shortly before the Petition Date, the Debtors selected GBB after carefully reviewing and interviewing several firms. Allen Soong ("Soong"), Debtors' Co-CRO declares that "based on a combination of factors, including their knowledge of California agricultural business and real estate, their capabilities in both going concern and land sales, their experience in similar transactions including in chapter

11 cases, their fee structure, and other relevant attributes, [Soong and others at Soong's firm, Paladin] determined that GBB Advisors is the right professional to assist the Debtors with the sale process they have undertaken."

The Debtors propose to compensate GBB at a flat rate of \$150,000.00 if the DIP Lender's stalking horse bid is successful, plus an additional 1.5% of the gross sale price as additional commission in the event of the sale of any of Debtors' assets other than through the Stalking Horse Bid.

Debtors also seek authority to offer a 1.5% commission to licensed brokers representing any successful overbidders with respect to any real property transactions. GBB will be limited to a 1.5% commission (above the \$150,000.00 flat rate) if there is no buyer's broker.

The Application is accompanied by declarations from Soong and from Bradley Bickers, described as "one of the lead professionals working on GBB Advisors' engagement for Debtors." In these declarations, Soong and Bickers attest to GBB's disinterestedness in the Debtors and the reasonableness of the proposed fees.

The Application provides a lengthy list of services which Applicant has provided and will continue to provide on behalf of Debtors, including but not limited to:

- Maintain Regular Status Calls with All Parties
- Analysis of Assets and Valuation of Portfolio
- Creation and Management of Data Room
- Creation and Distribution of Marketing Materials
 - Digital
 - Signage
 - Internet-Based Listings
- Listing and Marketing for Sale
- Management of All Communications with Interested Parties, including Distribution of All Due Diligence Materials
- Negotiations in Consultation with the CRO and Other Estate Professionals
- Review, Analysis and Assistance with Determination of Bid Qualifications and Asset Purchase Agreements
- Coordination of Auction with CRO and Other Estate Professionals
- Management of Escrow Processes.

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

Under 11 U.S.C. § 327(a), a professional person, such as an accountant, can be employed by the estate with the court's approval to represent or assist the trustee [debtor in possession] in carrying out its duties provided that the proposed professional does not hold or represent an interest adverse to the estate and is a "disinterested person." In a chapter 11 case, a person is not disqualified for employment solely because of such person's employment by or representation of a creditor, unless there is an objection from the creditor or the UST. § 327(c).

11 U.S.C. § 328(a) permits employment of "a professional person under section 327" on "any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." Section 328(a) further "permits a professional to have the terms and conditions of its employment pre-approved by the bankruptcy court, such that the bankruptcy court may alter the agreed-upon compensation only 'if such terms and conditions and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.'" *In re Circle K Corp.*, 279 F.3d 669, 671 (9th Cir. 2002).

Here, Applicant's verified statement of connections indicates that Applicant does not hold or represent an interest adverse to the estate and is a "disinterested person."

This matter will be called and proceed as scheduled. Written opposition was not required and may be presented at the hearing. Absent opposition, the court may find that Applicant does not hold or represent an interest adverse to the estate and is a "disinterested person," and this motion will be GRANTED.

6. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**
[SE-18](#)

MOTION TO EMPLOY DONLIN, RECANO & COMPANY, LLC AS
ADMINISTRATIVE ADVISOR
4-6-2026 [[192](#)]

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: To be determined at the hearing.

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

Hronis, Inc. and its above-captioned affiliates (collectively, the "Debtors") who are debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), hereby apply for an order authorizing the employment of Donlin, Recano & Company, LLC ("DRC" or "Applicant") as administrative advisor for the Debtors pursuant to 11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

The following facts are drawn from the moving papers except where noted.

Debtors filed chapter 11 bankruptcy on March 6, 2026. Doc. #1. Debtors are primarily and collectively engaged in the cultivation and sale of grapes and related agricultural activities. *Id.* Debtors continue to operate the various business under the Hronis label as debtors-in-possession ("DIP").

Debtors seek to retain DRC to provide bankruptcy administrative services, including but not limited to

- Gathering, assembling, and organizing data in conjunction with, and otherwise assisting with, the preparation of the Debtors'

schedules of assets and liabilities and statements of financial affairs;

- Assisting with solicitation, balloting, tabulation, and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan;
- Generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results for any chapter 11 plan(s) in the Bankruptcy Cases;
- Assisting with claims objections, exhibits, claims reconciliation, and related matters with respect to claims including, but not limited to, general unsecured claims, priority, section 503(b)(9) and PACA claims, to the extent required by the Debtors;
- Providing such other claims processing, noticing, solicitation, balloting, and administrative services not included in the Claims and Noticing Agent Application, as may be requested by the Debtors from time to time.

The Debtors propose to compensate DRC pursuant to the Fee Schedule attached to the Services Agreement which is presented as an exhibit to the Application. See Doc. #196, Schedule A (pg. 10).

The Services Agreement sets forth the proposed hourly consulting fee rates, which are subject to adjustment based on DRC's ordinary billing practices. Consistent with company policy with respect to its other clients, DRC will charge the Debtors for all Administrative Services provided and for other charges and disbursements incurred in the rendition of services. These charges and disbursements include costs for photocopying, electronic data management services including scanning and document imaging, travel-related expenses, meals, messengers, couriers, postage, and other fees related to the services

DRC proposes to apply to the court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in connection with all services rendered under the Services Agreement. The agreement also contains an indemnity provision.

The Application is accompanied by declarations from Soong and from Lisa Terry ("Terry"), Senior Legal Director for DRC. In these declarations, Soong and Terry attest to DRC's disinterestedness in the Debtors and the reasonableness of the proposed fees.

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

Under 11 U.S.C. § 327(a), a professional person, such as an accountant, can be employed by the estate with the court's approval to represent or assist the trustee [debtor in possession] in carrying out its duties provided that the proposed professional does not hold or represent an interest adverse to the estate and is a "disinterested person." In a chapter 11 case, a person is not disqualified for employment solely because of such person's employment by or representation of a creditor, unless there is an objection from the creditor or the UST. § 327(c).

11 U.S.C. § 328(a) permits employment of "a professional person under section 327" on "any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." Section 328(a) further "permits a professional to have the terms and conditions of its employment pre-approved by the bankruptcy court, such that the bankruptcy court may alter the agreed-upon compensation only 'if such terms and conditions and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.'" *In re Circle K Corp.*, 279 F.3d 669, 671 (9th Cir. 2002).

Here, Applicant's verified statement of connections indicates that Applicant does not hold or represent an interest adverse to the estate and is a "disinterested person."

This matter will be called and proceed as scheduled. Written opposition was not required and may be presented at the hearing. Absent opposition, the court may find that Applicant does not hold or represent an interest adverse to the estate and is a "disinterested person," and this motion will be GRANTED.

7. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**
[SE-19](#)

MOTION FOR AUTHORITY TO EMPLOY PROFESSIONALS IN THE ORDINARY
COURSE OF BUSINESS AS OF THE PETITION DATE
4-6-2026 [[198](#)]

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

NO RULING.

8. [26-10979](#)-B-11 **IN RE: HRONIS CAPITAL ASSETS, LP,
CAE-1 A CALIFORNIA LIMITED PARTNERSHIP**

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-6-2026 [1]

ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

Pursuant to an order of this court entered on March 13, 2026, this case is subject to joint administration with *In Re: Hronis, Inc.*, Case No. 26-10978-B-11. Doc. #85. Accordingly, this Status Conference is CONCLUDED and DROPPED from the calendar.

9. [26-10980](#)-B-11 **IN RE: HRONIS CAPITAL MANAGEMENT, LLC,
CAE-1 A CALIFORNIA LIMITED LIABILITY COMPANY**

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-6-2026 [1]

ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

Pursuant to an order of this court entered on March 13, 2026, this case is subject to joint administration with *In Re: Hronis, Inc.*, Case No. 26-10978-B-11. Doc. #85. Accordingly, this Status Conference is CONCLUDED and DROPPED from the calendar.

10. [26-10981](#)-B-11 **IN RE: HRONIS CITRUS, LLC,**
[CAE-1](#) **A CALIFORNIA LIMITED LIABILITY COMPANY**

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-6-2026 [1]

ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

Pursuant to an order of this court entered on March 13, 2026, this case is subject to joint administration with *In Re: Hronis, Inc.*, Case No. 26-10978-B-11. Doc. #85. Accordingly, this Status Conference is CONCLUDED and DROPPED from the calendar.

11. [26-10982](#)-B-11 **IN RE: HRONIS FARMING, LP,**
[CAE-1](#) **A CALIFORNIA LIMITED PARTNERSHIP**

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-6-2026 [1]

ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

Pursuant to an order of this court entered on March 13, 2026, this case is subject to joint administration with *In Re: Hronis, Inc.*, Case No. 26-10978-B-11. Doc. #85. Accordingly, this Status Conference is CONCLUDED and DROPPED from the calendar.

12. [26-10983](#)-B-11 **IN RE: HRONIS FRUIT COMPANY, LLC,**
[CAE-1](#) **A CALIFORNIA LIMITED LIABILITY COMPANY**

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-6-2026 [1]

ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

Pursuant to an order of this court entered on March 13, 2026, this case is subject to joint administration with *In Re: Hronis, Inc.*, Case No. 26-10978-B-11. Doc. #85. Accordingly, this Status Conference is CONCLUDED and DROPPED from the calendar.

13. [26-10984](#)-B-11 **IN RE: HRONIS LAND COMPANY,**
[CAE-1](#) **A CALIFORNIA GENERAL PARTNERSHIP**

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-6-2026 [1]

ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

Pursuant to an order of this court entered on March 13, 2026, this case is subject to joint administration with *In Re: Hronis, Inc.*, Case No. 26-10978-B-11. Doc. #85. Accordingly, this Status Conference is CONCLUDED and DROPPED from the calendar.

14. [26-10986](#)-B-11 **IN RE: HRONIS RANCH, LLC,**
[CAE-1](#) **A CALIFORNIA LIMITED LIABILITY COMPANY**

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-6-2026 [1]

ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

Pursuant to an order of this court entered on March 13, 2026, this case is subject to joint administration with *In Re: Hronis, Inc.*, Case No. 26-10978-B-11. Doc. #85. Accordingly, this Status Conference is CONCLUDED and DROPPED from the calendar.

15. [26-10987](#)-B-11 **IN RE: HRONIS RESOURCE MANAGEMENT, LLC,**
[CAE-1](#) **A CALIFORNIA LIMITED LIABILITY COMPANY**

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-6-2026 [1]

ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

Pursuant to an order of this court entered on March 13, 2026, this case is subject to joint administration with *In Re: Hronis, Inc.*, Case No. 26-10978-B-11. Doc. #85. Accordingly, this Status Conference is CONCLUDED and DROPPED from the calendar.

16. [26-10988](#)-B-11 **IN RE: THE HRONIS FAMILY LIMITED**
[CAE-1](#) **A CALIFORNIA LIMITED PARTNERSHIP**

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
3-6-2026 [1]

ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

Pursuant to an order of this court entered on March 13, 2026, this case is subject to joint administration with *In Re: Hronis, Inc.*, Case No. 26-10978-B-11. Doc. #85. Accordingly, this Status Conference is CONCLUDED and DROPPED from the calendar.

17. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**
[SE-20](#)

MOTION FOR ORDER ESTABLISHING PROCEDURES FOR THE PAYMENT OF
INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES
4-8-2026 [209]

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

NO RULING.

Hronis, Inc., together with certain of its affiliates (collectively, the "Debtors") who are debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), hereby move for an order establishing procedures ("the Procedures") that would permit, but not require, the Debtors to make monthly payments of compensation and reimbursement of expenses incurred by the Debtors' professionals and Committee's professionals from and after March 6, 2026 (the "Petition Date"), pursuant to 11 U.S.C. §§ 105(a) and 331, and establishes a procedure for parties in interest to object to such payment. Doc. #209 *et seq.*

The motion is supported by the Declaration of Allen Soong ("Soong"), Debtors' Co-Chief Restructuring Officer ("CRO") and a Memorandum of Points and Authorities. Docs. #211-12.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition

is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

The following facts are drawn from the moving papers except where noted.

Debtors filed chapter 11 bankruptcy on March 6, 2026. Doc. #1. Debtors are primarily and collectively engaged in the cultivation and sale of grapes and related agricultural activities. *Id.* Debtors continue to operate the various business under the Hronis label as debtors-in-possession ("DIP").

On April 6, 2026, Debtors filed motions to employ (1) Saul Ewing LLP ("Saul Ewing") as general business and bankruptcy counsel, (2) GBB Advisors ("GBB") as the Debtors' broker and sale advisors with respect to the Debtors' comprehensive sale process, and (3) Donlin Recano & Co ("DRC") for additional advisory services beyond the claims and noticing agent services previously approved by the court (collectively, the "Professionals").

Soong declares his belief that paying the Professionals on a monthly basis, consistent with the approved DIP Budget, will allow the Debtors to better monitor the fees and costs being incurred by the Debtors' estates, and manage the estates' monthly cash flow to help ensure that the estates are administered as efficiently as possible.

The Procedures proposed by Debtors are outlined more fully in Debtors' Memorandum of Points and Authorities (see Doc. #122, pp. 4-6), but to summarize the most important points: The Procedures are optional and need only be followed if a Professional seeks monthly compensation and the Debtors agree that such payment is possible. On or before the 20th day of each month following the month for which compensation and reimbursement of expenses is sought, each professional seeking fees and reimbursement of expenses from the estates must file a monthly statement with the court. This statement must contain all the information listed in ¶5 of the Procedures. Any objection to a monthly statement must be filed no later than ten (10) days after the date on which the monthly statement is filed and must comport with the requirements for a proper objection as outlined in ¶6 of the Procedures.

In the absence of objection, Debtors are authorized to make interim payments to Professionals equal to 80% of the fees sought and 100% of the expenses. If an objection is filed, the objecting party and the applicable Professional may attempt to resolve the objection consensually, or the Professional may either set the matter for hearing on at least 14 days' notice or else forego payment of the disputed amount and seek approval of such disputed amount in its next interim, or final, application. Pending resolution of any timely

objection, the Debtors may pay the professional the lesser of (a) 80% of the fees and 100% of the expenses requested in the monthly statement, and (b) the aggregate amount of fees and expenses requested in the monthly statement as to which no timely objection was made.

The Professionals are required to file and serve fee applications for court approval pursuant to 11 U.S.C. § 331 of any interim compensation awards (including any amounts previously held back) and expense reimbursement not more often than every 120 days.

The pendency of an objection to payment of compensation or expenses requested by a professional in a particular monthly statement or interim fee application will not prevent such professional from receiving payment of fees and expenses pursuant to future monthly statements served in accordance with these procedures, except as otherwise ordered by the court. Neither the payment of, nor the failure of any party to object to, fees and expenses requested in a monthly statement may act as a waiver to a subsequent objection.

Debtors point the court to *U.S. Trustee v. Knudsen Corp. (In re Knudsen Corp.)*, 84 B.R. 668 (B.A.P. 9th Cir. 1988) as authority for the appropriateness of the proposed Procedures. In approving compensation procedures in large Chapter 11 cases such as this one, the 9th Circuit identified four factors to consider:

1. the case is an unusually large one in which an exceptionally large amount of fees accrue each month;
2. the court is satisfied that waiting an extended period of time for payment will place an undue hardship on professionals;
3. the court is satisfied that the professionals will be able to respond to any subsequent reassessment of fees paid pursuant to the procedures; and
4. the procedures are the subject of a noticed hearing

Knudsen, 84 B.R. at 672-73. The Debtors argue that these factors as applied to the case at bar justify approval of the proposed Procedures. The court is inclined to agree.

In the absence of opposition at the hearing, the court is inclined to GRANT this motion and authorize the use of the proposed Procedures whereby Debtors may pay certain Professionals on a monthly basis subject to a right of parties in interest to object to the Professionals' monthly reports and fee applications.