



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, April 23, 2025
Department A – Courtroom #11
Fresno, California

Unless otherwise ordered, all matters before the Honorable Jennifer E. Niemann shall be simultaneously: (1) **In Person** at, Courtroom #11 (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 who wish to appear at a hearing remotely must sign up by 4:00 p.m. **one business day** prior to the hearing. Information regarding how to sign up can be found on the **Remote Appearances** page of our website at <https://www.caeb.uscourts.gov/Calendar/CourtAppearances>. Each party who has signed up will receive a Zoom link or phone number, meeting I.D., and password via e-mail.

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

Please also note the following:

- Parties in interest may connect to the video or audio feed free of charge and should select which method they will use to appear when signing up.
- Members of the public and the press appearing by ZoomGov may only listen in to the hearing using the zoom telephone number. Video appearances are not permitted.
- Members of the public and the press may not listen in to trials or evidentiary hearings, though they may appear in person in most instances.

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

1. Review the [Pre-Hearing Dispositions](#) prior to appearing at the hearing.
2. Parties appearing via CourtCall are encouraged to review the [CourtCall Appearance Information](#).

If you are appearing by ZoomGov phone or video, please join at least 10 minutes prior to the start of the calendar and wait with your microphone muted until the matter is called.

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INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

THE COURT ENDEAVORS TO PUBLISH ITS RULINGS AS SOON AS POSSIBLE. HOWEVER, CALENDAR PREPARATION IS ONGOING AND THESE RULINGS MAY BE REVISED OR UPDATED AT ANY TIME PRIOR TO 4:00 P.M. THE DAY BEFORE THE SCHEDULED HEARINGS. PLEASE CHECK AT THAT TIME FOR POSSIBLE UPDATES.

1. [25-10505](#)-A-11 **IN RE: WATTS CHOPPING**
[YW-2](#)

CONTINUED MOTION TO USE CASH COLLATERAL AND/OR MOTION FOR ADEQUATE
PROTECTION
3-4-2025 [[21](#)]

WATTS CHOPPING/MV
LEONARD WELSH/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted on a final basis through August 31, 2025.

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

This motion was set for hearing pursuant to an interim order authorizing use of cash collateral ("Interim Order"). Doc. #55. The motion was heard initially on March 6, 2025, and again on March 26, 2025, and was granted on an interim basis on March 6 through March 31, 2025, and on March 26 through April 30, 2025. See Doc. ##34, 55. This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant use of cash collateral through August 31, 2025 on a final basis pursuant to the budget included with the motion, as amended by the Interim Order. 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.

Watts Chopping, Inc. ("Debtor" or "DIP") moves the court for an order authorizing DIP to use the cash collateral of secured creditors Internal Revenue Service ("IRS"), AgWest Farm Credit FLCA ("FLCA") and AgWest Farm Credit, PCA ("PCA" and, together with FLCA, "AgWest") on a monthly basis through August 31, 2025 subject to a proposed budget. Ex. C, Doc. #23. DIP asserts IRS and AgWest each hold a duly perfected security interest in Debtor's bank accounts and pre-petition accounts receivable, among other collateral. Decl. of Garry Watts, Doc. #26; Motion, Doc. #50. Based on Debtor's schedules, IRS is owed \$149,456.30 and the value of IRS' collateral, as of the petition date, was \$241,238.02. Schedules A/B and D, Doc. #1.

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

Debtor owns and operates an agricultural harvesting business. Watts Decl., Doc. #26. DIP seeks final court authorization to use cash collateral to pay business expenses incurred by DIP in the normal course of its commercial business operations through August 31, 2025. Doc. #21. As adequate protection

for DIP's use of IRS' cash collateral, DIP will pay IRS a total of \$3,211.00 in adequate protection payments each month. Watts Decl., Doc. #26. In addition, Debtor will grant IRS a replacement lien in Debtor's post-petition money on deposit as well as post-petition accounts receivable. Id.

Pursuant to a cash collateral stipulation between DIP and AgWest, as adequate protection for DIP's use of AgWest's cash collateral retroactive to the petition date, DIP will (i) make the ongoing installment payments owed to FLCA and PCA pursuant to the terms of their respective loan documents, (ii) pay FLCA all installment payments that were past due to FLCA as of the petition date, amounting to about \$6,862.37, by May 15, 2025, and (iii) pay PCA at least half of the past due installment payments owed to PCA as of the petition date, amounting to about \$8,557.85, by July 15, 2025. Stipulation, Doc. #67. In addition, Debtor will grant AgWest a replacement lien in Debtor's post-petition money on deposit as well as post-petition accounts receivable. Id.

The court finds DIP has met its burden of showing that IRS is adequately protected for DIP's use of IRS' cash collateral through August 31, 2025 by the monthly adequate protection payments and the replacement liens in Debtor's post-petition money on deposit as well as post-petition accounts receivable. Moreover, DIP needs to use IRS' cash collateral to continue DIP's post-petition operations. Watts Decl., Doc. #26. The court also finds AgWest consents to DIP's use of AgWest's cash collateral as set forth in the cash collateral stipulation between DIP and AgWest.

Accordingly, pending any opposition at the hearing, the motion will be GRANTED on a final basis through August 31, 2025, consistent with the budget attached as Exhibit C to Doc. #23, as amended by the Interim Order (Doc. #55) and the prior interim order (Doc. #34).

2. [25-10420](#)-A-11 **IN RE: JAMES GRIMES**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
2-14-2025 [\[1\]](#)

LEONARD WELSH/ATTY. FOR DBT.

NO RULING.

3. [25-10420](#)-A-11 **IN RE: JAMES GRIMES**
[DMG-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-4-2025 [\[53\]](#)

TRACIE GRIMES/MV
LEONARD WELSH/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.
STIPULATION

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

DISPOSITION: Continued to June 11, 2025 at 9:30 a.m.

NO ORDER REQUIRED.

The parties have stipulated to continue the hearing on the motion for relief from the automatic stay to June 11, 2025 at 9:30 a.m. The court has already issued an order on April 11, 2025. Doc. #67.

4. [25-10420](#)-A-11 **IN RE: JAMES GRIMES**
[YW-2](#)

CONFIRMATION HEARING RE: CHAPTER 11 SMALL BUSINESS SUBCHAPTER V PLAN
3-12-2025 [[34](#)]

LEONARD WELSH/ATTY. FOR DBT.
STIPULATION

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

DISPOSITION: Continued to June 11, 2025 at 9:30 a.m.

NO ORDER REQUIRED.

The parties have stipulated to continue the hearing on the confirmation of the chapter 11 plan to June 11, 2025 at 9:30 a.m. The court has already issued an order on April 11, 2025. Doc. #66.

5. [25-10721](#)-A-11 **IN RE: RIDGELINE CAPITAL INVESTMENTS, LLC**
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
12-10-2024 [[1](#)]

MICHAEL TOTARO/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to April 30, 2025 at 9:30 a.m.

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

Because the Office of the United States Trustee ("UST") has filed a motion to dismiss this chapter 11 case that is set for hearing on April 30, 2025 at 9:30 a.m., the court intends to continue this status conference to April 30, 2025 at 9:30 a.m. to be heard in connection with the UST's motion to dismiss.

AMENDED MOTION TO REJECT LEASE OR EXECUTORY CONTRACT
3-6-2025 [\[40\]](#)

BART FLORES/MV
WILEY RAMEY/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). Real parties in interest Flores Real Property Investments, LLC ("Flores Investments"), Lemoore 198 Investors, LLC ("Lemoore 198"), Tracy Ann Garner and Theodore A. Amaro timely filed written opposition on April 9, 2025. Doc. #116.

On April 15, 2023, Barton Joseph Flores ("Debtor") filed a request to continue the hearing on this motion for at least 30 days asserting, in part, that there was no opposition to this motion. Doc. #121. The court denied that request. Order, Doc. #124.

As a procedural matter, the notice of hearing and motion and amended notice of hearing and motion (Doc. ##33, 40) do not comply with LBR 9004-2(c)(1), which requires the notice of hearing and the motion to be filed as separate documents. Here, both the notice of hearing and motion and amended notice of hearing and motion were filed as a single document.

As a further procedural matter, the notice of hearing and amended notice of hearing filed in connection with this motion (Doc. ##33, 40) do not comply with LBR 9014-1(d)(3)(B)(i), which requires the notices to state whether or not written opposition is required to be filed and, if written opposition is required to be filed, include the deadline for filing and serving written opposition as well as the names and addresses of persons who must be served with any opposition. Because the notice of hearing did not properly inform any parties of the deadline to oppose the motion, the defaults of non-responding parties in interest are not entered.

As a further procedural matter, the notice of hearing and amended notice of hearing (Doc. ##33, 40) also do not comply with LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing.

As a further procedural matter, the motion and supporting papers do not comply with LBR 9014-1(c). "In motions filed in the bankruptcy case, a Docket Control Number (designated as DCN) shall be included by all parties immediately below the case number on all pleadings and other documents, including proofs of service, filed in support of or opposition to motions." LBR 9014-1(c)(1). "Once a Docket Control Number is assigned, all related papers filed by any party, including motions for orders shortening the amount of notice and stipulations

resolving that motion, shall include the same number." LBR 9014-1(c)(4). See LBR 9004-2(b)(6). Here, no DCN was assigned to the motion.

As a further procedural matter, the motion and supporting papers do not comply with LBR 9004-2(d), which requires that every document listed in LBR 9014-1(d)(1) be filed as a separate document. Here, the motion, notice, exhibits, and declaration were filed as a single document. Doc. #33.

As a further procedural matter, the certificates of service filed in connection with this motion (Doc. ##35, 36, 41) do not comply with LBR 7005-1, which requires attorneys and trustees to use the court's Official Certificate of Service Form (EDC Form 7-005, Rev. 1/8/2025), which may be found on the court's website at <https://www.caeb.uscourts.gov/documents/Forms/EDC/EDC.007-005.pdf>.

As a further procedural matter, the exhibits filed by Debtor, which should have been filed as a separate document, do not include an exhibit index and have not been properly numbered as required by LBR 9004-2(d)(2).

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

Because the moving party has not made a *prima facie* showing that he is entitled to the relief sought, the court will deny the motion on the merits rather than denying the motion without prejudice for improper notice and denying the motion on the merits at a later hearing.

By the motion filed on February 28, 2025, Debtor, the debtor and debtor in possession in this chapter 12 case, asks the court for authorization to reject an "Executory Contract to purchase Flores Real Property Investments LLC, also known as Lemoore 198 Investors LLC, also known as Flores Farms by Mike Woolf, also known as Woolf Farming, also known as The Michael and Shelly Woolf Children's Trust [("Purchase Agreement")]." Doc. #33. However, the Purchase Agreement attached to the motion is not an agreement to purchase any interest in Flores Investments. Rather, the Purchase Agreement is a Vacant Land Purchase Agreement and Joint Escrow Instructions made and entered into on January 2, 2025 by and between Flores Investments, Lemoore 198 and The Michael and Shelly Woolf Children's Trust ("Woolf") by which Woolf will purchase "964.38 assessed acres consisting of pistachio plantings and various Ag-use buildings[.]" Ex. B, Doc. #33. Debtor is not a party to the Purchase Agreement.

Section 365(a) of the Bankruptcy Code states that "subject to the court's approval, [the debtor in possession] may . . . reject any executory contract . . . or unexpired lease **of the debtor**." 11 U.S.C. § 365(a) (emphasis added).

"A limited liability company is an entity distinct from its members." Cal. Corp. Code § 17701.04(a).

Because Flores Investments and Lemoore 198 are separate entities from Debtor, Debtor is not a party to the Purchase Agreement under California law. Because Debtor is not a party to the Purchase Agreement, the Purchase Agreement is not an executory contract of Debtor, and 11 U.S.C. § 365(a) does not permit Debtor to reject the Purchase Agreement.

Debtor asserts that he can reject the Purchase Agreement because Debtor has a right of first refusal pursuant to the Second Amended and Restated Operating Agreement for Flores Real Property Investments, LLC ("Operating Agreement"). Doc. #33. However, the relevant portion of the Operating Agreement cited by Debtor (Article VII of the Operating Agreement) governs the transfer of a

member's membership interest in Flores Investments. Ex. A, Doc. #33. The transaction that is the basis of the Purchase Agreement does not involve the transfer of any membership interest in Flores Investments. Rather, the Purchase Agreement involves the sale of real property by Flores Investments and Lemoore 1098 to Woolf. Thus, any right of first refusal afforded to Debtor by Article VII of the Operating Agreement does not give Debtor any right to reject the Purchase Agreement.

Accordingly, the motion is DENIED.

7. [25-10343](#)-A-12 **IN RE: BART FLORES**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
4-7-2025 [[109](#)]

WILEY RAMEY/ATTY. FOR DBT.
AMENDMENT FEE PAID 4/8/25

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

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

8. [25-10074](#)-A-12 **IN RE: CAPITAL FARMS, INC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 12 VOLUNTARY PETITION
1-10-2025 [[1](#)]

PETER FEAR/ATTY. FOR DBT.

NO RULING.

9. [25-10074](#)-A-12 **IN RE: CAPITAL FARMS, INC**
[FW-2](#)

FURTHER HEARING RE: MOTION TO USE CASH COLLATERAL
1-13-2025 [[6](#)]

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted on an interim basis through June 11, 2025.

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

This motion was set for hearing pursuant to an interim order authorizing use of cash collateral ("Interim Order"). Doc. #126. The motion was heard initially on January 16, 2025, and again on January 22, 2025, February 12, 2025, March 6, 2025, and March 26, 2025, and was granted on an interim basis on January 22, 2025, February 13, 2025, March 6, 2025, and March 26, 2025. See Doc. #17, 51, 74, 110, 126. A further hearing on use of cash collateral was set for April 23, 2025. Interim Order, Doc. #126. The Interim Order provided that the debtor may file and serve any supplemental documents, which may include a revised budget, on or before April 9, 2025. Id.

On April 9, 2025, the debtor filed a supplemental budget for use of cash collateral from April 24, 2025 through June 11, 2025. Doc. #135. Because the request authorizing continued use of cash collateral was set on less than 28 days' notice, opposition to the continued use of cash collateral may be raised at the hearing. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant continued use of cash collateral on an interim basis through June 11, 2025. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper. The court will issue an order if a further hearing is necessary.

Capital Farms, Inc. ("DIP" or "Debtor"), moves the court for an interim order authorizing Debtor to use the cash collateral of Tech Ag Financial Group, Inc. and Rabo AgriFinance LLC (together, "Lenders") for the period April 24, 2025 through June 11, 2025 subject to a proposed budget. Doc. #135 Debtor asserts Lenders hold duly perfected security interests in nearly all of Debtor's cash collateral. Motion, Doc. #6; Stipulation, Doc. #77.

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

DIP moves the court for an interim order authorizing DIP to use cash collateral through June 11, 2025, consistent with the budget filed as Doc. #135. DIP seeks authority to use cash collateral from Debtor's 2024 almond crop in the total amount of \$498,653.82 for that period. Doc. #135.

DIP operates several almond farms on leased property. DIP seeks court authorization to use cash collateral from its 2024 almond crop, including payments on crop insurance, to pay expenses needed to grow its 2025 almond crop. As adequate protection for DIP's use of cash collateral, DIP will grant a replacement lien on incoming cash collateral to the extent cash collateral actually used. Motion, Doc. #6; Stipulation, Doc. #77. The evidence filed in support of the motion shows that the projected value of future payments for the 2024 crop for the period April 24, 2025 through June 11, 2025 will not be sufficient to support DIP's use of cash collateral. However, Lenders have consented to DIP's ongoing use of cash collateral by stipulation. Stipulation, Doc. #77; Order, Doc. #110. In addition, DIP has filed a chapter 12 plan and DIP intends to set a hearing on May 28, 2025 to confirm that plan. Plan, Doc. #136; Status Report, Doc. #152.

Accordingly, pending any opposition at the hearing, the motion will be GRANTED on a further interim basis through June 11, 2025, consistent with the budget

set forth in Doc. #135. At the hearing, counsel for DIP should be prepared to set a new hearing date for the further use of cash collateral and date to file and serve supplemental pleadings in case DIP's plan is not confirmed by June 11, 2025.

1. [24-13602](#)-A-7 **IN RE: DIANA GUTIERREZ**

REAFFIRMATION AGREEMENT WITH GLOVAL LENDING SERVICES, LLC
3-24-2025 [\[16\]](#)

LAYNE HAYDEN/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

Both the reaffirmation agreement and the bankruptcy schedules show that reaffirmation of this debt creates a presumption of undue hardship that has not been rebutted in the reaffirmation agreement. Although the debtor's attorney executed the agreement, the attorney could not affirm that (a) the agreement was not a hardship, and (b) the debtor would be able to make the payments.

2. [25-10367](#)-A-7 **IN RE: LINDA MCCLELLAN**

PRO SE REAFFIRMATION AGREEMENT WITH ONEMAIN FINANCIAL GROUP, LLC
3-27-2025 [\[17\]](#)

NO RULING.

1. [25-10211](#)-A-7 **IN RE: ROCIO RAMIREZ**
[PFT-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO APPEAR AT
APPEAR AT SEC. 341(A) MEETING OF CREDITORS
3-14-2025 [[20](#)]

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue the order.

The chapter 7 trustee's motion to dismiss is CONDITIONALLY DENIED.

The debtor shall attend the meeting of creditors rescheduled for May 8, 2025 at 3:00 p.m. If the debtor fails to do so, the chapter 7 trustee may file a declaration with a proposed order and the case may be dismissed without a further hearing.

The time prescribed in Federal Rules of Bankruptcy Procedure 1017(e)(1) and 4004(a) for the chapter 7 trustee and the U.S. Trustee to object to the debtor's discharge or file motions for abuse, other than presumed abuse, under 11 U.S.C. § 707, is extended to 60 days after the conclusion of the meeting of creditors.

2. [24-11112](#)-A-7 **IN RE: JOSHUA O'BANNON**
[HPI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-1-2025 [[47](#)]

BRIANNA VALERIOTE/MV
HAGOP BEDOYAN/ATTY. FOR DBT.
MICHAEL CHALOUPKA/ATTY. FOR MV.
DISCHARGED 08/05/2024

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

As a procedural matter, the motion does not comply with Local Rule of Practice 9014-1(e) (3), which requires that proof of service of a pleading be filed with the court not more than three (3) days after the pleading has been filed with the court. Here, the certificate of service was filed on April 9, 2025, eight (8) days from when the pleadings were filed with the court. Doc. ##47-52. The court encourages counsel for the moving party to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders>.

The movant, Brianna Valeriote ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d) (1) to permit Movant to continue pre-petition state court proceedings entitled Brianna Valeriote v. Joshua Mark O'Bannon, et al., Case No. 24CECG01683, currently pending in Fresno County Superior Court (the "State Court Action") against any and all auto insurance coverage held by and for the benefit of debtor Joshua Mark O'Bannon ("Debtor"). Doc. #47; Ex. A, Doc. #50. The State Court Action relates to a car accident by which Movant alleges she was struck by a motor vehicle owned and operated by Debtor. Id.

11 U.S.C. § 362(d) (1) allows the court to grant relief from the automatic stay for cause. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case by case basis." In re Mac Donald, 755 F.2d 715, 717 (9th Cir. 1985). When a movant prays for relief from the automatic stay to initiate or continue non-bankruptcy court proceedings, a bankruptcy court may consider the "Curtis factors" in making its decision. In re Kronemyer, 405 B.R. 915, 921 (9th Cir. B.A.P. 2009). "[T]he Curtis factors are appropriate, nonexclusive, factors to consider in determining whether to grant relief from the automatic stay" to allow litigation in another forum. Id. The Curtis factors include: (1) whether the relief will result in a partial or complete resolution of the issues; (2) the lack of any connection with or interference with the bankruptcy case; (3) whether the non-bankruptcy forum has the expertise to hear such cases; (4) whether litigation in another forum would prejudice the interests of other creditors; and (5) the interest of judicial economy and the expeditious and economical determination of litigation for the parties. In re Curtis, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984).

Here, granting Movant's relief from the automatic stay will allow Movant to proceed with her litigation against Debtor and will likely result in a complete resolution of the matter. Neither Debtor nor the estate would suffer financially from litigation because Debtor is still covered by auto insurance. Permitting Movant to pursue a judgment in state court will not prejudice the interests of Debtor as Movant is seeking monetary compensation from Debtor's auto insurer only, and no money will be taken from the estate. Decl. of Michael J. Chaloupka, Doc. #47. Further, the interests of judicial economy favor granting relief from the automatic stay because Movant is seeking limited recovery from Debtor's auto insurance and Movant's claims concern state law that do not need to be decided by this court. Chaloupka Decl., Doc. #47. Finally, not granting Movant relief from the automatic stay will burden Movant if Movant is not able to proceed with her claims in the State Court Action in a timely manner.

For these reasons, the court finds that cause exists to lift the stay to permit Movant to proceed in state court with the State Court Action and enforce any resulting judgment only against the available limits of Debtor's auto insurance policy.

Accordingly, the motion will be GRANTED pursuant to 11 U.S.C. § 362(d) (1) to permit Movant to proceed in state court with the State Court Action and enforce

any resulting judgment only against the available limits of Debtor's auto insurance policy. No other relief is awarded.

3. [25-10713](#)-A-7 **IN RE: BRENT VAN SCYOC**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION IN PACER
3-26-2025 [\[14\]](#)

ROSALINA NUNEZ/ATTY. FOR DBT.

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the incorrect contact information was updated by the debtor's counsel. Therefore, this order to show cause will be VACATED.

4. [25-10214](#)-A-7 **IN RE: TED/CAROL HERZOG**
[PFT-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO APPEAR AT
SEC. 341(A) MEETING OF CREDITORS
3-14-2025 [\[15\]](#)

JERRY LOWE/ATTY. FOR DBT.

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue the order.

The chapter 7 trustee's motion to dismiss is CONDITIONALLY DENIED.

The debtors shall attend the meeting of creditors rescheduled for May 8, 2025 at 3:00 p.m. If the debtors fail to do so, the chapter 7 trustee may file a declaration with a proposed order and the case may be dismissed without a further hearing.

The time prescribed in Federal Rules of Bankruptcy Procedure 1017(e)(1) and 4004(a) for the chapter 7 trustee and the U.S. Trustee to object to the debtors' discharge or file motions for abuse, other than presumed abuse, under 11 U.S.C. § 707, is extended to 60 days after the conclusion of the meeting of creditors.

5. [25-10718](#)-A-7 **IN RE: ANTHONY TELLES**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION IN PACER
3-27-2025 [\[13\]](#)

NICHOLAS WAJDA/ATTY. FOR DBT.

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the incorrect contact information was updated by the debtor's counsel. Therefore, this order to show cause will be VACATED.

6. [25-10128](#)-A-7 **IN RE: RANDOLPH/VICTORIA DAGGETT**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-10-2025 [\[16\]](#)

ACAR LEASING LTD/MV
ALIA KHAN/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, ACAR Leasing LTD d/b/a GM Financial Leasing ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2023 Chevrolet Traverse, VIN: 1GNERGKW6PJ289547 ("Vehicle"). Doc. #16.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must

be determined on a case by case basis." In re Mac Donald, 755 F.2d 715, 717 (9th Cir. 1985).

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors have failed to make at least three complete pre- and post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$2,297.91 plus late fees of \$25.00. Decl. of Phillip Ford, Sr., Doc. #18.

The court also finds that the debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtors are in chapter 7. Id. The debtors' possession of the Vehicle stems from a lease agreement with Movant that matures on August 8, 2026, according to which the debtors do not own the Vehicle. Ford Decl., Doc. #18, Ex. A, Doc. #20.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtors have failed to make at least three pre- and post-petition payments to Movant in accordance with the lease agreement.

7. [25-10534](#)-A-7 **IN RE: BYRON WINSTON**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-19-2025 [\[22\]](#)

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION/MV
WENDY LOCKE/ATTY. FOR MV.
DISMISSED 3/25/25

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

An order dismissing this case was entered on March 25, 2025. Doc. #30.
Therefore, this motion will be DENIED AS MOOT.

MOTION TO EXTEND DEADLINE TO FILE A COMPLAINT OBJECTING TO DISCHARGE
OF THE DEBTOR
3-10-2025 [\[16\]](#)

TRACY DAVIS/MV
NEIL SCHWARTZ/ATTY. FOR DBT.
DEANNA HAZELTON/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Tracy Hope Davis, the United States Trustee for Region 17 ("UST"), moves for an order extending the time for filing a complaint objecting to the discharge of Sukhdeep Singh Sidhu ("Debtor") in this chapter 7 bankruptcy case under 11 U.S.C. § 727. Doc. #16.

Federal Rule of Bankruptcy Procedure ("Rule") 4004(b)(1) provides that, "[o]n motion of any party in interest, after notice and a hearing, the court may for cause extend the time to object to discharge." Similarly, Rule 1017(e)(1) allows the court, "for cause" to extend the time for filing a motion to dismiss under 11 U.S.C. § 707(b). UST's motion was filed within sixty days of the first date set for the meeting of creditors and is timely.

After review of the included evidence, the court finds that "cause" exists to extend the time for filing a complaint objecting to Debtor's discharge under 11 U.S.C. § 727 because Debtor has failed to provide all documents requested numerous times by UST regarding a \$2 million SBA loan listed in Debtor's statement of financial affairs, and UST needs further time to conduct her investigation given the document delays. Decl. of Cecilia Jimenez, Doc. #18. The investigation by UST may require further documents from Debtor, possibly an examination under Rule 2004, and the service of subpoenas. Doc. #16; Jimenez Decl., Doc. #18.

Accordingly, this motion is GRANTED. The time to file a complaint objecting to the discharge of Debtor for UST only is extended to July 16, 2025.

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-25-2025 [\[240\]](#)

ALLSTATE LENDING GROUP, INC./MV
MICHAEL TOTARO/ATTY. FOR DBT.
CAROLYN DYE/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted as to relief under 11 U.S.C. § 362(d)(1); denied
as to relief under 11 U.S.C. § 362(d)(4).

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). On March 24, 2025, Peter Fear ("Trustee"), chapter 7 trustee for the bankruptcy estate of Ridgeline Capital Investments ("Debtor") filed a non-opposition to a similar motion filed by the moving party that the court denied without prejudice. Doc. #239. The failure of creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered. This matter will proceed as scheduled because the court is inclined to grant relief from the automatic stay under 11 U.S.C. § 362(d)(1) but deny relief under 11 U.S.C. § 362(d)(4).

As a procedural matter, the declarations filed in connection with this motion do not comply with LBR 9004-2(c)(1), which requires declarations to be filed as separate documents. The declarations were filed as a single document that included the movant's motion. E.g., Doc. #240. The court encourages counsel for the moving party to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders>.

As an informative matter, the movant incorrectly completed Section 6 of the court's mandatory Certificate of Service form. In Section 6, the declarant marked that service was effectuated by Rule 5 and Rules 7005, 9036 Service. Doc. #245. However, Federal Rules of Bankruptcy Procedure ("Rule") 4001(a)(1) and 9014(b) require service of a motion for relief from stay to be made pursuant to Rule 7004 on both the chapter 7 trustee and the debtor, which was done here. In Section 6, the declarant should have checked the appropriate boxes under both Section 6A and Section 6B.

Allstate Lending Group Servicing, LLC, as agent of and servicer for Allstate Lending Group, Inc. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(4) to enforce its lien on real property located at 15955 Running Deer Trail, Poway, California 92604 (the "Property"). Doc. #240. Movant requests relief from the automatic stay to proceed under applicable non-bankruptcy law to exercise its rights and remedies to foreclose upon and sell the Property to enforce its lien on the Property. Id.

Judicial Notice

Movant requests the court take judicial notice of true and correct copies of the following documents:

- (1) Debtor's bankruptcy docket filed within In re Ridgeline Capital Investments, LLC, Case No. 24-04715 (Bankr. S.D. Cal.) ("San Diego Bankruptcy Case"), see Ex. A, Doc. #234;
- (2) Debtor's Schedules A/B filed in the San Diego Bankruptcy Case, see Ex. B, Doc. #234; and
- (3) Order granting Metro R.E. 2023-2024, LLC relief from the automatic stay filed in In re Ridgeline Capital Investments, LLC, Case No. 24-11545 (Bankr. E.D. Cal.) ("Initial Bankruptcy Case"), Doc. #183, see Ex. C, Doc. #234.

This court may take judicial notice of and consider the records in this bankruptcy case and filings in other court proceedings. Fed. R. Evid. 201; Bank of Am., N.A. v. CD-04, Inc. (In re Owner Mgmt. Serv., LLC), 530 B.R. 711, 717 (Bankr. C.D. Cal. 2015). The court takes judicial notice of the existence of exhibits A through C but does not take judicial notice of the truth or falsity of the contents of any such document for the purpose of making a finding of fact. In re Harmony Holdings, LLC, 393 B.R. 409, 412-15 (Bankr. D.S.C. 2008) (collecting cases).

Relevant Factual Background

Movant holds first and second deeds of trust on the Property recorded in the County of San Diego on July 1, 2022 as instrument nos. 2022-0271226 and 2022-0271227, respectively. Doc. #240; Ex. A, Doc. #242.

Debtor filed this Initial Bankruptcy Case as a chapter 11 bankruptcy on June 4, 2024. Doc. #240. Movant was not listed as a creditor in Debtor's schedules in the Initial Bankruptcy Case nor was the Property listed as an asset. Doc. ##1, 240. Since Movant had no notice of the Initial Bankruptcy Case, a notice of default was filed on September 27, 2024 as document no. 2024-0261336, and a notice of trustee's sale was recorded on December 26, 2024 as instrument no. 2024-0356146 in the County of San Diego. Doc. #240; Ex. B & C, Doc. #242.

On November 20, 2024, attorney Michael R. Totaro ("Debtor's Counsel") appeared in the Initial Bankruptcy Case on behalf of Debtor. Doc. #179. On November 25, 2024, an order granting relief from stay pursuant to 11 U.S.C. § 362(d)(3) was entered in the Initial Bankruptcy Case in favor of Metro R.E. 2023-2024, LLC ("Creditor"). Doc. #183.

On November 27, 2024, Debtor's Counsel filed a motion to dismiss the Initial Bankruptcy Case. Doc. #184. On December 11, 2024, the court in the Initial Bankruptcy Case denied Debtor's motion to dismiss. Doc. #191. On December 18, 2024, the United States Trustee ("UST") filed a motion to convert the Initial Bankruptcy Case from chapter 11 to chapter 7, which was granted on January 16, 2025. Doc. ##196, 204. Peter L. Fear ("Trustee") was appointed as the chapter 7 trustee on January 17, 2025. Doc. #240.

Meanwhile, on December 10, 2024, Debtor's Counsel filed the San Diego Bankruptcy Case while the Initial Bankruptcy Case remained pending. Case No. 25-10721, Doc. #1. The San Diego Bankruptcy Case was subsequently transferred to the United States Bankruptcy Court for the Eastern District of California pursuant to the Order to Show Cause on February 27, 2025. Case No. 25-10721, Doc. #229.

Although Movant was still not listed as a creditor in the San Diego Bankruptcy Case, Debtor listed the Property in the San Diego Bankruptcy Case and indicated that Debtor held a 70% interest in the Property. Doc. #240; Decl. of Carolyn A. Dye, Doc. #240. Debtor indicated that the interest in the Property was acquired through an alleged assignment of membership interest from the members of 15955 Running Drive Trl Acquisition, LLC ("LLC"), the holder of record title to the Property. Doc. #240; Dye Decl., Doc. #240. However, no transfer of any such interest was ever recorded, and Debtor has not conveyed any offer to purchase the Property. Doc. #240; Decl. of Michael Scannell, Doc. #240. Further, the Property has a value of no more than \$3.1 million and therefore there is no equity for the estate in the Initial Bankruptcy Case or the San Diego Bankruptcy Case. Doc. #240; Scannell Decl., Doc. #240.

Because Movant had no notice of the filing of either the Initial Bankruptcy Case or the San Diego Case, Movant initially set a trustee's sale for January 22, 2025, which was postponed after the discovery of the two bankruptcy cases. Ex. B & C, Doc. #242; Scannell Decl., Doc. #240.

Analysis under 11 U.S.C. § 362(d) (1)

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

As of February 24, 2025, Debtor has an outstanding balance in the amount of \$2,565,721.67 secured by Movant's first deed of trust and an outstanding balance in the amount of \$633,733.33 secured by Movant's second deed of trust. Doc. #240; Scannell Decl., Doc. #240; Ex. A, Doc. #242. Additionally, the Property has accrued over \$100,000.00 in property taxes and a judgment lien encumbering the Property in the amount of \$19,237.67. Doc. #240; Ex. A, Doc. #242; Scannell Decl., Doc. #240.

Trustee has filed a non-opposition to granting this motion for relief from the automatic stay. Doc. #239. Based on the evidence filed with the motion, the court finds that cause exists under 11 U.S.C. § 362(d) (1) to grant Movant relief from the automatic stay. The Property is worth \$3.1 million, and the amount owed to Movant plus outstanding real property taxes exceeds that value.

Analysis under 11 U.S.C. § 362(d) (4)

Section 362(d) (4) of the Bankruptcy Code allows the court to grant relief from the stay with respect to real property

if the court finds that the filing of the [bankruptcy] petition was part of a scheme to delay, hinder, or defraud creditors that involved either [] a transfer of all or part ownership of, or other interest in such real property without the consent of the secured creditor or court approval; or [] multiple bankruptcy filings affecting such real property.

11 U.S.C. § 362(d) (4). To obtain relief under § 362(d) (4), the court must affirmatively find: (1) the debtor's bankruptcy filing is part of a scheme; (2) the object of the scheme is to delay, hinder, or defraud creditors; and (3) the scheme involves either (i) the transfer of some interest in real property without the secured creditor's consent or court approval or (ii) multiple bankruptcy filings affecting the property. First Yorkshire Holdings, Inc. v. Pacifica L 22 (In re First Yorkshire Holdings, Inc.), 470 B.R. 864, 870-71 (B.A.P. 9th Cir. 2011).

"A scheme is an intentional construct. It does not happen by misadventure or negligence." In re Duncan & Forbes Dev., Inc., 368 B.R. 27, 32 (Bankr. C.D. Cal. 2007). Because direct evidence of a scheme is uncommon, "the court must infer the existence and contents of a scheme from circumstantial evidence. The party claiming such a scheme must present evidence sufficient for the trier of fact to infer the existence and content of the scheme." Id.; see Jimenez v. ARCPE 1, LLP (In re Jimenez), 613 B.R. 537, 545 (B.A.P. 9th Cir. 2020).

Here, the court finds that a showing under § 362(d)(4) has not been made. Movant has provided insufficient evidence that (1) this bankruptcy case is part of a scheme, or (2) the object of the scheme was to hinder, delay, or defraud creditor. See First Yorkshire Holdings, 470 B.R. at 870. While Debtor filed multiple bankruptcy cases, Debtor only listed the Property in the San Diego Bankruptcy Case. The listing of the Property in the second of the two bankruptcy cases filed does not show that the filing of the Initial Bankruptcy Case was a scheme as to Movant for purposes of 11 U.S.C. § 362(d)(4).

To the extent that Movant seeks relief from the automatic stay under 11 U.S.C. § 362(d)(4), such relief is not granted.

Conclusion

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to proceed under applicable non-bankruptcy law to exercise its rights and remedies to foreclose upon and obtain possession of the Property. The motion will be DENIED pursuant to 11 U.S.C. § 362(d)(4).

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived to allow Movant to take any and all actions including but not limited to the foreclosure and sale of the Property.

10. [21-11448](#)-A-7 **IN RE: ATLAS WORLD FOOD & AG, INC.**
[ADJ-6](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FORES MACKO JOHNSTON &
CHARTRAND FOR ANTHONY D. JOHNSTON, TRUSTEES ATTORNEY(S)
3-5-2025 [\[111\]](#)

RILEY WALTER/ATTY. FOR DBT.
ANTHONY JOHNSTON/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved

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

Anthony D. Johnston, ("Movant"), attorney for chapter 7 trustee Irma C. Edmonds ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered January 11, 2022 through February 27, 2025. Doc. #111. Movant provided legal services valued at \$10,612.50, and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of \$390.39. Id. This is Movant's first and final fee application.

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

Movant's services included, without limitation: (1) providing counsel to Trustee as to the administration of the chapter 7 case; (2) reviewing and analyzing various documents regarding a motion to approve a stipulation; and (3) preparing and filing employment and fee applications. Decl. of Anthony D. Johnston, Doc. #115; Ex. A-C, Doc. #113. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$10,612.50 and reimbursement for expenses in the amount of \$390.39. Trustee is authorized to make a combined payment of \$11,002.89, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

11. 23-11048-A-7 **IN RE: TIMOTHY CRANE**
RTW-2

MOTION FOR COMPENSATION FOR RATZLAFF, TAMBERI & GILL, LLP, ACCOUNTANT(S)
3-6-2025 [112]

RATZLAFF TAMBERI & GILL, LLP/MV
ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by

the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Ratzlaff Tamberi & Wong ("Movant"), accountants for chapter 7 trustee Jeffrey M. Vetter ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from October 29, 2024 through March 4, 2025. Order, Doc. #101; Doc. #112. Movant provided accounting services valued at \$1,303.42, and requests compensation for that amount. Doc. #112. Movant does not request reimbursement for expenses. Id. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Doc. #114.

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

Movant's services included, without limitation: (1) reviewing information regarding tax matters of the debtor; (2) corresponding with Trustee; (3) preparing federal and state income tax returns; and (4) preparing the employment and fee applications. Decl. of Christopher A. Ratzlaff, Doc. #116; Ex. A, Doc. #115. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$1,303.42. Trustee is authorized to make a payment of \$1,303.42 to Movant from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

12. [25-10273](#)-A-7 **IN RE: PEARL FORD**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-19-2025 [\[14\]](#)

GLOBAL LENDING SERVICES LLC/MV
JEFFREY ROWE/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

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

The movant, Global Lending Services LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2019 Toyota Prius, VIN: JTDKARFU1K3078941 ("Vehicle"). Doc. #14.

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least four complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$1,813.00. Decl. of Katrina Foster, Doc. #16. In addition, Movant has no proof of insurance on the Vehicle. Id. According to the debtor's Statement of Intention, the Vehicle will be surrendered. Doc. #1.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtor has failed to make at least four pre- and post-petition payments to Movant, the Vehicle is a depreciating asset and there is lack of insurance.

13. [17-13776](#)-A-7 **IN RE: JESSICA GREER**
[SFR-5](#)

MOTION FOR ORDER APPROVING STIPULATION
3-27-2025 [\[111\]](#)

JAMES SALVEN/MV
PETER FEAR/ATTY. FOR DBT.
SHARLENE ROBERTS-CAUDLE/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE.

Local Rule of Practice 9014-1(d)(3)(D) requires in relevant part that "[e]very motion or other request for relief shall be accompanied by evidence

establishing its factual allegations and demonstrating that the movant is entitled to the relief requested." Here, the motion does not include a declaration of the moving party testifying to facts that are required for the court to make the necessary findings of fact to grant the motion. Since no evidence was filed or served with the motion for order approving stipulation, the moving party has not met the required burden of proof or complied with this court's Local Rules of Practice.

14. [24-10680](#)-A-7 **IN RE: CENTRAL CALIFORNIA CARTAGE CO, INC**
[ADJ-5](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH
THE GOODYEAR TIRE & RUBBER COMPANY, INC.
3-12-2025 [\[45\]](#)

IRMA EDMONDS/MV
PETER FEAR/ATTY. FOR DBT.
ANTHONY JOHNSTON/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Irma Edmonds ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Central California Cartage Co, Inc. ("Debtor"), moves the court for an order pursuant to Federal Rule of Bankruptcy Procedure ("Rule") 9019 approving the settlement agreement of all claims and disputes with The Goodyear Tire & Rubber Company, Inc., an Ohio corporation, dba Goodyear Commercial Tire & Service Centers ("Goodyear"). Doc. #45.

Among the assets of the estate is a claim against Goodyear for the recovery of a preferential and/or fraudulent transfer of \$17,565.05 made by Debtor to Goodyear within 90 days of the petition date. Decl. of Irma C. Edmonds at ¶ 4, Doc. #47. Goodyear and Trustee have agreed to a settlement agreement and release of claims. Edmonds Decl., Doc. #47; Ex. A, Doc. #48. Goodyear shall pay the sum of \$6,500.00 to Trustee in exchange for Trustee to release all claims against Goodyear. Id. Upon the court's approval of this compromise and the clearing of any check or checks for the settlement payment from Goodyear, Trustee will dismiss the adversary proceeding. Ex. A, Doc. #48.

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

It appears from the moving papers that Trustee has considered the standards of A & C Properties and Woodson. Doc. #45. Although Trustee believes she will ultimately succeed in litigation, the terms of the settlement with Goodyear obviates the need to further litigate the estate's claims. Id.; Edmonds Decl., Doc. #47. A transfer was made within 90 days of the petition date by Debtor to Goodyear, and Trustee filed her complaint to initiate the adversary proceeding requesting the court to set aside the payment and recover transfer for the benefit of the bankruptcy estate. Id. The settlement provides the estate with money in full satisfaction of any claims without additional expenses of litigation or issues in the matter of collection. Id. Trustee believes that the bankruptcy estate likely would incur legal fees and costs equal to the settlement amount to litigate this matter. Id. Further, while Trustee assumes that Goodyear is solvent and able to pay a judgment, Trustee would have to pursue enforcement of a judgment against an Ohio entity, adding expense in an action that involves a relatively small claim. Id. Trustee believes in her business judgment that the settlement is fair, reasonable, and obtains an economically advantageous result for the estate. Id. The court concludes that the Woodson factors balance in favor of approving the compromise, and the compromise is in the best interests of the creditors and the estate.

Accordingly, it appears that the compromise pursuant to Rule 9019 is a reasonable exercise of Trustee's business judgment. The court may give weight to the opinions of the trustee, the parties, and their attorneys. In re Blair, 538 F.2d 849, 851 (9th Cir. 1976). No opposition has been filed. Furthermore, the law favors compromise and not litigation for its own sake. Id.

Accordingly, the motion is GRANTED, and the settlement between Trustee and Goodyear is approved.