



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

Hearing Date: Wednesday, April 23, 2025

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

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

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

Please also note the following:

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [20-12905](#)-B-13 IN RE: JUAN/ERICA ESCOBAR
[JDR-3](#)

MOTION FOR COMPENSATION FOR JEFFREY D. ROWE, DEBTORS ATTORNEY(S)
3-25-2025 [[55](#)]

JEFFREY ROWE/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.

Jeffrey D. Rowe ("Applicant"), attorney for Juan and Erica Escobar ("Debtors"), requests final compensation in the sum of **\$6,925.00** under 11 U.S.C. § 330. Doc. #55 *et seq.* This amount consists of **\$6,925.00** in fees and **\$0.00** in expenses from **July 22, 2020, through March 22, 2025**. *Id.*

Debtors executed a statement of consent dated March 25, 2025 indicating that Debtors have read the fee application and approve the same. Doc. #59 (Exhibit F).

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.

Section 3.05 of the *Chapter 13 Plan* dated September 9, 2020, confirmed January 15, 2021, indicates that Applicant was paid **\$1,810.00** prior to filing the case and, subject to court approval, additional fees of

\$15,000.00 shall be paid through the plan upon court approval by filing and serving a motion in accordance with 11 U.S.C. §§ 329 and 330, and Rules 2002, 2016-17. Docs. #4, #37.

This is Applicant's first fee application. Applicant's firm provided 30.10 billable hours at the following rates:

Professional	Rate	Billed	Total
Jeffrey D. Rowe	\$350.00	22.90	\$8,015.00
Mandy Dabb	\$100.00	7.20	\$720.00
Total Hours & Fees		30.10	\$8,735.00

Docs. #55, #59. Applicant does not seek reimbursement for expenses incurred. *Id.* The total award sought is **\$8,735.00**, and after application of the remaining retainer funds in the amount of **\$1,810.00** (which includes \$310.00 for the filing fee), a balance of **\$6,925.00** remains.

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: prepetition consultation and fact gathering; preparation of the voluntary petition, Schedules, and Form 22C; independent verification of information; original plan, hearings, and objections; 341 preparation and attendance; 1st amended/modified plan, motions, and objections; claim administration and claim objections; fee applications; and case administration. Docs. #55, #59. 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 **\$8,735.001**, in fees as reasonable compensation for services rendered and **\$0.00** in reimbursement of actual, necessary expenses on an interim/final basis under 11 U.S.C. § 330. After application of the **\$1,810.00** retainer, the balance owing to Applicant is **\$6,925.00**. The chapter 13 trustee will be authorized to pay Applicant **\$6,925.00** through the confirmed plan for services and expenses from **July 22, 2020, through March 22, 2025**.

2. [24-11607](#)-B-13 **IN RE: MARY TRUJILLO**
[LGT-2](#)

CONTINUED MOTION TO DISMISS CASE
3-3-2025 [\[46\]](#)

LILIAN TSANG/MV
DAVID JOHNSTON/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Chapter 13 trustee Lilian G. Tsang ("Trustee") moved to dismiss this case for unreasonable delay by Mary Trujillo ("Debtor") that is prejudicial to creditors and failure to confirm a chapter 13 plan. Doc. #46. Debtor did not oppose.

Unless the trustee's motion is withdrawn before the hearing, the motion will be GRANTED without oral argument for cause shown.

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.

Here, Debtor failed to file a modified plan and Debtor failed to set a modified plan for hearing with notice to creditors. Doc. #48.

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 that the Debtor's assets are over encumbered and are of no benefit to the estate. Because there is no equity to be realized for the benefit of the estate, dismissal is in the best interest of creditors and the estate. Doc. #46.

Accordingly, the motion will be GRANTED and the case dismissed.

3. [23-12713](#)-B-13 **IN RE: JOHN/CYNTHIA DIAZ**
[JDR-1](#)

MOTION FOR COMPENSATION FOR JEFFREY D. ROWE, DEBTORS
ATTORNEY(S)
3-25-2025 [[31](#)]

JEFFREY ROWE/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.

Jeffrey D. Rowe ("Applicant"), attorney for John and Cynthia Diaz ("Debtors"), requests final compensation under 11 U.S.C. § 330 in the sum of **\$6,500.00** under 11 U.S.C. § 330. Doc. #31 *et seq.* This amount consists of **\$6,187.00** in fees and **\$313.00** in expenses. *Id.* This is Applicant's first and final fee application, covering the period from **November 2, 2023, through March 22, 2025.** *Id.*

Debtor executed a statement of consent dated March 24, 2025, indicating that Debtor has read the fee application and approves the same. Doc. #35 (Exhibit F).

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.

The moving papers lay out how much Applicant is seeking in total compensation in a somewhat confusing manner.

Section 3.05 of the *Chapter 13 Plan* dated December 5, 2023, confirmed February 2, 2024, indicates that Applicant was paid **\$2,187.00** prior to filing the case and, subject to court approval, additional fees of \$15,000.00 shall be paid through the plan upon court approval by filing and serving a motion in accordance with 11 U.S.C. §§ 329 and 330, and Rules 2002, 2016-17. Docs. ##6, 21.

The Motion states that Applicant is seeking **\$6,187.00** in attorney fees and **\$313.00** in expenses (from payment of the court filing fee), for a total request of **\$6,500.00**. Doc. #31. In ¶ 2 of the motion, Applicant lists **\$2,500.00** (\$2,178.00 + the \$313.00 filing fee) as the amount of prepetition attorney fees paid, but the amount held in trust is \$0.00. *Id.* In ¶¶ 5-6 (Category Fee Summary; Expense Summary), Applicant states that the total fees charged is **\$9,020.00** for 24.70 billable hours, plus **\$313.00** in filing fees. *Id.*

In ¶ 7, however, the motion states that Applicant's firm only provided 23.9 billable hours at the following rates, totaling only **\$8,700** in fees:

Professional	Rate	Billed	Total
Jeffrey D. Rowe	\$400.00	19.6	\$7,840.00
Mandy Dabb	\$200.00	4.3	\$860.00
Total Hours & Fees		23.9	\$8,700.00

Id. These same figures appear in the Notice. Doc. #32. The sum of the \$8,700.00 and \$313.00 is **\$9,013.00**. If the \$2,500.00 retainer is subtracted from \$9,013.00, the remainder is **\$6,513.00**. It appears to the court that the recitation of **\$9,020.00** in fees for 24.70 hours in ¶ 5 is a scrivener's error, as the rest of the moving papers support the formulation of \$8,700.00 fees plus \$313 expenses for a \$9,013.00 total.

The Exhibits contain two sets of billing records. Doc. #35. One set ("the 2024 Invoice") is dated January 1, 2024, and covers from November 2, 2023, through January 1, 2024. *Id.* (Exhibit B). The 2024 Invoice states that Rowe and Dabb incurred **\$5,500.00** in fees and **\$392.01** in expenses (for a credit report, a registered mail letter, and the filing fee). *Id.* It further states that Debtors had paid

\$2,500.00 into Applicant's trust account, and, after application of the \$2,500.00 retainer, Debtors had a remaining balance of \$3,392.01. *Id.*

The second set ("the 2025 Invoice") is dated March 23, 2025, and covers from January 3, 2024, through March 22, 2025. *Id.* The 2025 Invoice states that Rowe alone incurred \$3,200.00 in fees and no additional expenses. *Id.* The sum of two invoices is **\$6,592.01**.

While there appears to be a discrepancy of about \$79.01 between the fees and expenses incurred according to the billing records and those incurred according to the Motion, this appears to represent the difference between the total \$392.01 in expenses sought in the 2024 Invoice and the \$313.00 in expenses sought in the instant motion. Regardless, it is ultimately a moot point, as Applicant states in his Declaration that he is limiting his request for a total of **\$6,500.00** in combined fees and expenses to facilitate the closing of the case. Doc. #33.

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: prepetition counseling and fact gathering; preparation of voluntary petition, Schedules, and Form 22C; independent verification of information; original plan, hearings, objections; 341 preparation and attendance; claim administration/objections; fee applications; and case administration. 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 **\$6,500.00** in fees as reasonable compensation for services rendered and in reimbursement of actual, necessary expenses on final basis under 11 U.S.C. § 330. The chapter 13 trustee will be authorized to pay Applicant **\$6,500.00** through the confirmed plan for services and expenses from period from November 2, 2023, through March 22, 2025.

The total compensation paid to Applicant through the plan in this case will be **\$6,500.00**.

4. [23-11116](#)-B-13 **IN RE: HUMBERTO/NANCY VIDALES**
[TCS-7](#)

MOTION TO MODIFY PLAN
3-15-2025 [[121](#)]

NANCY VIDALES/MV
TIMOTHY SPRINGER/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.

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.

A motion to value collateral was filed by the Debtors on October 12, 2023, and was granted on November 17, 2023. Docs. #82, 121. The DCN for that motion was TCS-7. The DCN for this motion is also TCS-7 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.

5. [24-13417](#)-B-13 **IN RE: ROBERT ZAMARRIPA**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
3-31-2025 [[38](#)]

SCOTT LYONS/ATTY. FOR DBT.
\$2.00 FINAL INSTALLMENT 4/1/25

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 installment fees now due have been paid. The filing fee of \$338.00 has been paid in full. Accordingly, the order to show cause will be VACATED.

6. [24-11629](#)-B-7 **IN RE: GUSTAVO/LINDA LEAL**
[JWD-2](#)

MOTION TO CONFIRM PLAN
3-6-2025 [[54](#)]

LINDA LEAL/MV
JOEL WINTER/ATTY. FOR DBT.
CONVERTED TO CH. 7 ON 3/13/25

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

On March 13, 2025, the court entered an order converting this case previously filed under Chapter 13 to one filed under Chapter 7. Doc. #63. Accordingly, this Motion to Confirm the Chapter 13 Plan filed on March 6, 2025, is hereby DENIED AS MOOT.

7. [24-10933](#)-B-13 **IN RE: JONATHAN BOYKIN**
[TCS-3](#)

MOTION TO MODIFY PLAN
3-18-2025 [\[36\]](#)

JONATHAN BOYKIN/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. Order preparation determined at the hearing.

Jonathan Boykin ("Debtor") moves for an order confirming the *Second Modified Chapter 13 Plan* dated March 18, 2025 ("the March 2025 Plan"). Docs. #36, #41. Debtor's original plan dated April 13, 2024 ("the April 2024 Plan") was confirmed on July 5, 2024. Docs. #3, #15. On November 6, 2024, Debtor filed a modified plan ("the November 2024 Plan") which was confirmed on December 17, 2024. Docs. #23, #33.

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 60-month April 2024 Plan provided as follows:

1. Debtor was to make monthly payments of \$2,625.00.
2. Outstanding attorneys' fees of \$4,000.00 to be paid through the plan.
3. The only secured creditor was Shellpoint Mortgage Servicing in Class 1, for which there was an arrearage of \$4,500.00 to be paid at 0.00% with a \$750.00 dividend and a \$1,535.00 post-petition monthly payment through the plan.
4. Debtor would pay Technology Credit Union directly under Class 4 for solar panels.
5. Priority claims of \$5,569.00.
6. 100% dividend to nonpriority unsecured creditors.

Doc. #3. The November 2024 Plan was identical in all respects to the April 2024 Plan except for the following Nonstandard Provisions under Section 7:

1. Debtor's plan payment to be an aggregate total of \$10,903.86 for months 1-6.
2. Debtor's plan payment to be \$2,625.00 (the same monthly payment as in the April 2024 Plan) for months 7-60.
3. Debtor's Class 1 creditor to receive 60 payments by month 60.
4. A post-petition arrearage claim to be created and paid to address any ongoing mortgage payments that were missed prior to the filing of this plan.
5. Distribution to unsecured creditors to remain 100%.

Doc. #23. Although there was no objection from the Trustee or any other party regarding the November 2024 Plan, the court called the matter because of concerns about whether that plan was feasible in light of an unknown post-petition arrearage amount. Doc. #31. The Debtor resolved the court's concerns, and the court approved the modification on December 11, 2024. *Id.*

Now, barely three months after approval of the November 2024 Plan, Debtor comes before the court with a *Second* Amended Plan that is in every respect identical to the November 2024 Plan except that the first line of the Nonstandard Provisions states "Debtor's plan payment to be an aggregate total of \$10,903.86 for months 1-12." Doc. #36 (emphasis added). In other words, according to the proposed plan, Debtor has still been unable to make plan payments three months after the prior plan modification and expects to cure the deficiency by the creation of another post-petition arrearage claim (or else an increase to the post-petition arrearage claim created by the November 2024 Plan). *Id.*

The court notes that this may be inaccurate, however. In his Declaration, Debtor states that he has, in fact, tendered **\$16,344.79** to the Trustee for plan payments in the first 12 months of his bankruptcy rather than **\$10,903.86** in aggregate payments as indicated by the March 2025 Plan. Doc. #38. Debtor attributes his falling behind in payments to "difficulties with [his] bank account that cause [his] bankruptcy payment to be returned" and states that he did not realize the issue at the time and no longer has the funds to bring it current, presumably because, having failed to notice that they \$2,625.00 payment had not been made, he spent those funds on other things. *Id.*

No party in interest has objected, and the defaults of all non-responding parties in interest are entered. However, the court is reticent to allow the modification based on the assertion that Debtor can afford the payments when there is an unknown arrearage amount, particularly when the arrearage may have grown since confirmation of the November 2024 Plan and especially since the March 2025 Plan and the Debtor's Declaration disagree on how much Debtor has paid in

aggregate since the filing of the case. Accordingly, this matter will proceed as scheduled.

If the Debtor can assuage the court's concerns about the feasibility of the modified plan, the court is inclined to GRANT this motion. If so, 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.

8. [24-13335](#)-B-13 **IN RE: LINA SHIRLEY**
[LGT-1](#)

MOTION TO DISMISS CASE
3-12-2025 [\[22\]](#)

LILIAN TSANG/MV
STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Granted as modified and converted to Chapter 7.

ORDER: The court will issue an order.

The chapter 13 trustee asks the court to dismiss this case for unreasonable delay by the debtor that is prejudicial to creditors (11 U.S.C. § 1307(c)(1)) and because debtor has failed to make all payments due under the plan (11 U.S.C. § 1307(c)(4)). As of March 12, 2025, Debtor is delinquent in the amount of \$14,730.00, with additional monthly payments of \$4,910.00 accruing. Doc. #22. Debtor did not oppose.

Unless Trustee's motion is withdrawn before the hearing or the Debtor voluntarily dismisses the case, the motion will be GRANTED AS MODIFIED, and the case CONVERTED TO CHAPTER 7 without oral argument for cause shown.

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.

The record shows that there has been unreasonable delay by the Debtor that is prejudicial to creditors (11 U.S.C. § 1307(c)(1)). The Debtor failed to make all payments due under the plan (11 U.S.C. § 1307(c)(4)). Doc. #24

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.

In reviewing the case, there is a liquidation amount of \$146,539.00 remaining after Trustee compensation is paid. This liquidation amount is comprised of the value of Debtor's real property at 977 E. Pinedale, Fresno, California; a 2014 Ford F150; and cash on hand. If Debtor were to amend the exemptions, there would still remain non-exempt equity that could be realized for the benefit of unsecured creditors should the case be converted to Chapter 7.

Accordingly, the motion will be GRANTED AS MODIFIED, and the case CONVERTED TO CHAPTER 7.

9. [21-10541](#)-B-13 **IN RE: CHRISTINE THORNTON**
[TCS-3](#)

MOTION FOR HARDSHIP DISCHARGE
3-14-2025 [[59](#)]

CHRISTINE THORNTON/MV
TIMOTHY SPRINGER/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.

Christine Thornton ("Debtor") filed this motion for a hardship discharge pursuant to 11 U.S.C. § 1328(b). Doc. #59.

This motion will be GRANTED.

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

The debtor filed her first Chapter 13 plan on March 5, 2021, and the plan was confirmed on May 13, 2021. Docs. #3, 14. Debtor's First Modified Chapter 13 Plan was filed on September 2, 2021, and confirmed on November 2, 2021. Docs. #23, 37. After completing forty-eight of the sixty required plan payments, Debtor has tendered \$36,621.00 to the Trustee. Doc. #61 (Declaration of Christine Thornton). At \$800.00 per month, the court estimates that approximately \$9,600.00 is left in outstanding plan payments, though the moving papers are silent on that issue.

Debtor now seeks a hardship discharge due to changes to her employment circumstances arising from a permanent medical disability. *Id.* The chapter 13 trustee did not oppose.

11 U.S.C. § 1328(b) provides that at any time after confirmation of the plan and after notice and a hearing, the court may grant a discharge to a debtor that has not completed payments under the plan only if -

- (1) the debtor's failure to complete such payments is due to circumstances for which the debtor should not justly be held accountable;
- (2) the value, as of the effective date of the plan, of property actually distributed under the plan on account of each allowed unsecured claim is not less than the amount that would have been paid on such claim if the estate of the debtor had been liquidated under chapter 7 of this title on such date; and
- (3) modification of the plan under section 1329 of this title is not practicable.

11 U.S.C. § 1328(b).

The debtor bears the burden of proving each element required under § 1328(b). *In re Grice*, 319 B.R. 141, 143 (Bankr. E.D. Mich. 2004); *In re Cummins*, 266 B.R. 852, 855 (Bankr. N.D. Iowa 2001); *Bandilli v. Boyajian (In re Bandilli)*, 231 B.R. 836, 839 (B.A.P. 1st Cir. 1999). "The three-prong requirements of § 1328(b) are in the conjunctive, requiring compliance with each subsection thereof." *In re Dark*, 87 B.R. 497, 499 (Bankr. N.D. Ohio 1988).

As one court stated, "in essence, a hardship discharge is the equivalent of a chapter 7 discharge. The benefit that the Debtor now seeks is a chapter 7 discharge, and not the special discharge of § 1328(a)." *In re Grice*, 319 B.R. at 145. "That the Debtor tried to pay them more in her chapter 13, but failed because of her illness, should not bar her from receiving the same discharge that she would have been entitled under a chapter 7." *Id.*

"The first subsection of 1328(b) requires that the circumstances leading to the debtor's failure to make payments be beyond the debtor's control. *In re Cummins*, 266 B.R. at 855, citing *In re Schleppi*, 103 B.R. 901, 903 (Bankr. S.D. Ohio 1989).

The debtor contends that she is unable to make her final plan payments due to circumstances for which she should not justly be held accountable Doc. #61. The debtor avers that, after a major spine surgery performed on or about June 12, 2024, she is permanently medically disabled and unable to work. *ID.*

At the time of filing bankruptcy, the Debtor was employed as a schoolteacher with the Washington Unified School District and had been for 23 years. Doc. #1 (Schedule I). Her monthly income was \$5,271.00, and her monthly expenses were \$3,000.00, leaving a monthly net income of \$2,271.00. Doc. #1 (Schedules I & J).

Debtor has retired from her teaching job due to inability to perform the required job functions. Doc. #61. The moving papers are silent on how much disability she is drawing or if she has even begun collecting disability benefits. It is likewise silent on whether she has any other sources of income such as retirement benefits of a sort that count as income on Schedule I. She has not updated her Schedule I & J since September 2, 2021, and no such amended Schedules have been filed to support this motion.

Debtor states that based on her present income and expenses, she is unable to afford the final plan payments to the chapter 13 trustee.

According to the moving papers, it appears that the circumstances leading to the debtor's failure to make payments is no fault of her own. Therefore, the first prong of § 1328(b) is satisfied.

"The second subsection of 1328(b) requires that unsecured creditors actually receive no less than they would have received in a Chapter 7 liquidation." *In re Cummins*, 266 B.R. at 856.

The debtor contends that based upon what she has already paid into the plan, the unsecured creditors have received at least what they would have received if the debtor had filed chapter 7 bankruptcy. Doc. #61.

According to the Amended Chapter 13 Plan dated September 2, 2021, the secured creditors include the following:

1. Citizens Bank (Class 2A. 2018 Hyundai Accent). PMSI. \$13,271.00 at 6.00%, with a monthly dividend of \$256.57.
2. A 10% dividend to unsecured creditors.

Doc. #23. There do not appear to be any Class 5 or Class 6 unsecured claims. *Id.* at 3.13. All other unsecured claims not listed as Class 5 or 6 claims are listed in Class 7. These totaled \$97,430.38 according to the plan, and general unsecured creditors were to receive not less than a 10% dividend. *Id.* at 3.14. Debtor avers that unsecured creditors have been paid \$8,595.27, representing a 9.5% dividend. Doc. #23. While not quite the dividend called for by the plan, it appears that the unsecured creditors have received at least what they would have received if the debtor had filed chapter 7 bankruptcy.

Lastly, § 1328(b) requires that modification under § 1329 be impracticable. The debtor contends that modification of the plan is not possible because modifying the plan would be ineffectual. She is unemployed and disabled, and even a relatively low plan payment would not help her pay off the remaining \$9,600.00 she owes to finish the plan, as she has no disposable income to contribute to any plan payment, however small.

Pursuant to 11 U.S.C. § 1328(b), this court is authorized to grant the debtor a discharge even though she has not completed the plan payments because her failure to complete the payments is due to circumstances for which she should not justly be held accountable; the value of property distributed under the plan to unsecured creditors is not less than the amount that would have been paid if the debtor had been liquidated under chapter 7; and modification of the plan under § 1329 is not practical. Therefore, this motion will be GRANTED.

Fed. R. Bankr. P. 4007(d) states:

(d) Time for Filing Complaint Under § 523(a)(6) in a Chapter 13 Individual's Debt Adjustment Case; Notice of Time Fixed. On motion by a debtor for a discharge under § 1328(b), the court shall enter an order fixing the time to file a complaint to determine the dischargeability of any debt under § 523(a)(6) and shall give no less than 30 days' notice of the time fixed to all creditors in the manner provided in Rule 2002. On motion of any party in interest, after hearing on notice, the court may for cause extend the time fixed under this subdivision. The motion shall be filed before the time has expired.

Accordingly, the deadline to file a complaint under § 523(a)(6) shall be set for June 25, 2025. No later than 14 days after the entry of this order, Debtor's counsel shall give notice to all creditors as to this deadline and file a proof of service so indicating.

10. [18-11457](#)-B-13 **IN RE: GREGG/WENDY SCHOFIELD**
[LGT-1](#)

CONTINUED MOTION TO DISMISS CASE
2-28-2025 [\[126\]](#)

LILIAN TSANG/MV
PETER BUNTING/ATTY. FOR DBT.
DISMISSED 04/07/2025

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

DISPOSITION: Denied as moot.

No order is required.

On April 7, 2025, an order was entered granting the Debtors' motion for voluntary dismissal. Doc. #134. Accordingly, the instant motion will be DENIED as moot.

11. [25-10259](#)-B-13 **IN RE: TODD FISHER AND LEZA COOPER**
[SLL-1](#)

MOTION TO CONFIRM PLAN
3-18-2025 [\[20\]](#)

LEZA COOPER/MV
STEPHEN LABIAK/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.

Todd Fisher and Leza Cooper ("Debtors") move for an order confirming the *First Modified Chapter 13 Plan* dated March 18, 2025. Docs. #20, #23. No plan has been confirmed so far.

The 60-month plan proposes the following terms:

1. Monthly plan payments to be \$3,185.00.

2. Outstanding Attorney's fees in the amount of \$8,960.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
 - a. Rushmore (Class 1, Mortgage on 2015 E. Mary Ave., Visalia, CA). \$11,000 arrearage at 0% to be paid at \$183.33 per month. Ongoing post-petition monthly payments of \$1300.14.
 - b. Global Lending (Class 2A, PMSI loan secured by 2024 Kia Forte). \$25,225.00 at 5% to be paid at \$474.00 per month.
 - c. Santander (Class 2A, PMSI loan secured by 2018 Chevy Traverse). \$32,952.79 at 5% to be paid at \$621.86 per month.
4. A dividend of 20.06% to unsecured creditors.

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.

No party has timely objected, and the defaults of all nonresponding parties are entered.

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.

12. [24-13661](#)-B-13 **IN RE: RUBEN/VITELIA DEJESUS**
[BDB-1](#)

CONTINUED MOTION TO CONFIRM PLAN
3-17-2025 [\[42\]](#)

VITELIA DEJESUS/MV
BENNY BARCO/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.

This motion was originally heard on March 26, 2025. Doc. #547.

Ruben and Vitelia DeJesus ("Debtors") move for an order confirming the First Modified Chapter 13 Plan dated February 19, 2025. Doc. #31. No plan has been confirmed thus far. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the Plan but subsequently withdrew the Objection. Docs. #40, #55. Accordingly, the Debtors' *Motion to Confirm* is ripe for review.

The 60-month plan proposes the following terms:

1. The plan payment shall be \$3,018.39 for months 1 through 43 and then increase to \$3,430.11 for months 44 through 60.
2. Outstanding Attorney's fees in the amount of \$6,375.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
 - a. Capital One (Class 2A, PMSI for a 2021 Jeep Gladiator). \$43,415.05 at 5.59% to be paid at \$836.00 per month.
 - b. Noble Credit Union (Class 2B, PMSI for a 2018 Honda Clarity). \$13,549.00 at 8% to be paid at \$274.72 per month.
 - c. Noble Credit Union (Class 2B, PMSI for a 2021 Jeep Cherokee). \$34,869.00 at 8% to be paid at \$707.02 per month.
 - d. Rocket Mortgage (Class 4, Mortgage on 2845 N. Burl Ave., Fresno, CA), \$2,295.00 to be paid direct by Debtors.
 - e. Noble Credit Union (Class 4, Mortgage on 2845 N. Burl Ave., Fresno, CA), \$600.00 to be paid direct by Debtors.
4. A dividend of 35% to unsecured creditors.

Doc. #34.

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.

No party in interest has opposed this motion except for the Trustee who later withdrew the objection, and the defaults of all nonresponding parties are entered. 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.

13. [24-12264](#)-B-13 **IN RE: MELVIN/KAREN SCHREIN**
[PLG-2](#)

MOTION TO MODIFY PLAN
3-14-2025 [\[28\]](#)

KAREN SCHREIN/MV
STEVEN ALPERT/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Withdrawn.

ORDER: The court will issue an order.

On April 16, 2025, the Debtors, Melvin and Karen Schrein, filed a Response to the Trustee's Objection to this Motion to Modify the Chapter 13 Plan dated December 5, 2024, in which the Debtors conceded the Trustee's arguments that the plan could not be confirmed in its proposed form. Doc. #41. The Response also stated that "Debtors no longer seek confirmation of the first modified plan," which the court interprets to represent a withdrawal of the instant motion. *Id.* Accordingly, this motion is WITHDRAWN.

14. [25-10165](#)-B-13 **IN RE: OSVALDO GONZALEZ AND DAMARIS FUNES**
SOLORZANO
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
3-7-2025 [\[13\]](#)

LILIAN TSANG/MV
SCOTT LYONS/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Withdrawn.

No order is required.

On April 16, 2025, the Trustee withdrew this Objection to Confirmation. Doc. #32. Accordingly, this Objection is WITHDRAWN.

15. [25-10192](#)-B-13 **IN RE: WENDY ROBINSON**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE
LILIAN G. TSANG
3-7-2025 [\[15\]](#)

RABIN POURNAZARIAN/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to May 21, 2025, at 9:30 a.m.

ORDER: The court will issue an order.

This motion was originally heard on March 26, 2025. Doc. #20.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Wendy Lee Robinson ("Debtor") on January 24, 2025, on the following basis:

1. Debtor's plan provides for Sunnova in Class 1 and Section 4.02. Class 1 has no monthly payments or arrears. As the agreement with Sunnova is a lease for solar panels, it appears Section 4.02 is the proper treatment. Sunnova should be removed from Class 1.

Doc. #15. On March 19, 2025, Debtor filed a Response conceding the mistake regarding Sunnova. Doc. #18. Debtor also reported that the current plan is not feasible due to a Proof of Claim

filed by the IRS and that a new plan is forthcoming. *Id.* On April 9, 2025, Debtor filed a follow-up Response requesting a continuance for additional time in which to file a new plan. Doc. #23. On April 11, 2025, the Trustee filed a Reply stating Trustee did not oppose the continuance. Doc. #25.

Accordingly, this matter is hereby CONTINUED to **May 21, 2025, at 9:30 a.m.**

16. [24-10693](#)-B-13 **IN RE: ANTHONY MARQUEZ**
[TCS-2](#)

MOTION TO MODIFY PLAN
3-18-2025 [\[48\]](#)

ANTHONY MARQUEZ/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Denied as moot.

ORDER: The court will prepare the order.

On March 18, 2025, Anthony Marquez ("Debtor") moved for an order confirming his *Second Modified Chapter 13 Plan*. Docs. #48, #53. On March 28, 2025, before this motion could be heard and even before the response deadline had run, Debtor filed a *Third Modified Chapter 13 Plan* and moved for an order confirming same which is set for hearing on May 7, 2025. Docs. #58, #62.

Accordingly, the instant *Motion to Confirm the Second Modified Chapter 13 Plan* dated March 18, 2025, is DENIED AS MOOT.

17. [25-10496](#)-B-13 **IN RE: RAMONA DAVIS**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
4-3-2025 [[13](#)]

LILIAN TSANG/MV
STEVEN ALPERT/ATTY. FOR DBT.

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

DISPOSITION: Withdrawn

No order is required.

On April 15, 2025, the Trustee withdrew this Objection to Confirmation. Doc. #16. Accordingly, this Objection is WITHDRAWN.

18. [24-13097](#)-B-13 **IN RE: ROBERT HERMAN**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
4-8-2025 [[38](#)]

LILIAN TSANG/MV
MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION: Continued to May 21, 2025, at 9:30 a.m.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Robert Herman (collectively "Debtors") on March 6, 2025, on the following basis:

1. Debtor has not yet provided all the required documents to establish his income, specifically Debtor's pension and Social Security statements and the pay advices of Debtor's non-filing spouse.
2. Debtor has scheduled the claim of One Main Financial secured by a 2015 Kia Soul, but this claim is not provided for in the Plan. Trustee submits that this claim should be treated as a Class 2 claim.

Doc. #38.

This objection will be CONTINUED to **May 21, 2025, at 9:30 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and

serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

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 **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

11:00 AM

1. [21-11001](#)-B-11 **IN RE: NAVDIP BADHESHA**
[RMB-16](#)

CONTINUED STATUS CONFERENCE RE: OBJECTION TO CLAIM OF
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, CLAIM
NUMBER 8
4-11-2022 [[241](#)]

NAVDIP BADHESHA/MV
MATTHEW RESNIK/ATTY. FOR DBT.

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

DISPOSITION: Continued to September 24, 2025, at 11:00 a.m.

ORDER: The court will issue the order.

On April 16, 2025, the parties submitted a Joint Status Report stating that Navdip Badhesha ("Debtor") had submitted an Offer In Compromise ("OIC") to the California Department of Tax and Fee Administration ("CDTFA"). Doc. #390. According to the Status Report, consideration of the OIC is expected to take 180 days from its receipt by the CDTFA. *Id.* Debtor requests and the CDTFA does not oppose a continuance until the week of September 15, 2025. *Id.* While the September 2025 calendar is not yet set in stone, it appears that no hearings will currently be scheduled during that week, and, instead, this matter will be continued to September 24, 2025, at 11:00 a.m., which, barring subsequent modifications to the calendar, will be a day set for Chapter 11 matters.

2. [24-10546](#)-B-12 **IN RE: MAXIMINIO/MARIE SILVEIRA**
[24-1014](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
6-4-2024 [[1](#)]

BANK OF THE SIERRA V. SILVEIRA ET AL
DON POOL/ATTY. FOR PL.
ADVERSARY PROCEEDING DISMISSED 4/4/25

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

On April 4, 2025, the court entered an order approving of the *Stipulation of Dismissal* filed by the parties and dismissing this

case. Doc. #38. Accordingly, this status conference is CONCLUDED and will be DROPPED from the calendar.

3. [18-11651](#)-B-11 **IN RE: GREGORY TE VELDE**
[19-1033](#) [DCT-2](#)

MOTION FOR SUMMARY JUDGMENT
2-14-2025 [[755](#)]

SUGARMAN V. IRZ CONSULTING, LLC ET AL
DUNCAN TURNER/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

4. [18-11651](#)-B-11 **IN RE: GREGORY TE VELDE**
[19-1033](#) [MNG-3](#)

MOTION FOR SUMMARY JUDGMENT AND/OR MOTION FOR PARTIAL
SUMMARY JUDGMENT
2-14-2025 [[768](#)]

SUGARMAN V. IRZ CONSULTING, LLC ET AL
KYLE SCIUCHETTI/ATTY. FOR MV.
RESPONSIVE PLEADING

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.

On May 6, 2019, IRZ Consulting, LLC ("Defendant") moved for an order staying this adversary proceeding pending the District Court's ruling on Defendant's motion for an order of the District Court withdrawing

the reference. Doc. #39. The DCN for that motion was MNG-3. The DCN for this motion is also MNG-3, 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.

5. [18-11651](#)-B-11 **IN RE: GREGORY TE VELDE**
[19-1033](#) [WJH-4](#)

MOTION FOR SUMMARY JUDGMENT
2-14-2025 [[761](#)]

SUGARMAN V. IRZ CONSULTING, LLC ET AL
JOHN MACCONAGHY/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.