



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, May 6, 2026
Department A - Courtroom #11
Fresno, California

Unless otherwise ordered, all matters before the Honorable Jennifer E. Niemann shall be simultaneously: (1) **In Person** at Courtroom #11, (2) via **ZoomGov Video**, (3) via **ZoomGov Telephone**, and (4) via **CourtCall**. You may choose any of these options unless otherwise ordered or stated below.

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

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

Please also note the following:

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

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

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

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

CONTINUED AMENDED CHAPTER 11 SMALL BUSINESS SUBCHAPTER V PLAN
2-11-2026 [[57](#)]

ARASTO FARSAD/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted pursuant to 11 U.S.C. § 1191(a).

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.

US Sikh Transport ("Debtor"), the debtor and debtor in possession in this Subchapter V Chapter 11 case, seeks confirmation of Debtor's Plan of Reorganization Dated February 4, 2026 (the "Plan"). Doc. #57. The hearing to confirm the Plan was set by order of the court filed on February 13, 2026 ("Order"). Doc. #61. In the Order, the court ordered transmission of the Plan, Order, ballots, and notice of the confirmation hearing by March 11, 2026; acceptances or rejections of the Plan, and objections to confirmation by April 8, 2026; and responses to objections, tabulation of ballots, and brief by April 15, 2025. Doc. #61. No objections to confirmation of the Plan have been filed. Because the tabulation of ballots, evidence in support of confirmation and brief in support of confirmation were filed late, the court continued the confirmation hearing to May 6, 2026. Doc. ##79, 81.

As a procedural matter, the brief in support of confirmation, supporting declaration and ballot tabulation do not comply with this court's Local Rule of Practice 9004-2(c)(1), which requires declarations and ballot tabulations to be filed as separate documents. Here, the brief in support of confirmation, the supporting declaration and ballot summary were filed as a single document. E.g., Doc. #76. The court encourages counsel for the 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 court finds that the Plan meets the requirements of 11 U.S.C. § 1190. Specifically, the Plan includes a brief history of Debtor's business operations, a liquidation analysis, and projections with respect to the ability of Debtor to make payments under the proposed Plan as required by § 1190(1). The Plan provides for the submission of all or such portion of Debtor's future earnings or other future income to the supervision and control of the Subchapter V Trustee as is necessary for the execution of the Plan as required by § 1190(2). The court finds § 1190(3) does not apply to the Plan.

Section 1191 of the Bankruptcy Code governs plan confirmation in Subchapter V. Here, § 1129(a)(8) has been satisfied because the only impaired classes are Class 1 and Class 2, and the Class 1 creditor has stipulated in writing to its treatment in the Plan, and Class 2 has voted to accept the Plan. Doc. ##19, 37, 54, 76. Thus, the Plan can be confirmed under § 1191(a).

With respect to § 1129(a)(1), the Plan complies with the applicable provisions of Chapter 11 and meets the applicable mandatory provisions of 11 U.S.C. § 1123(a). The provisions of § 1123(a)(6) of the Bankruptcy Code, which relate to the issuance of securities pursuant to a reorganization plan, are not

applicable in this case. The provisions of § 1123(a)(8) do not apply in a Subchapter V case. 11 U.S.C. § 1181. The Plan:

- (1) Designates classes of claims other than claims of a kind specified in Bankruptcy Code sections 507(a)(2), 507(a)(3), or 507(a)(8) as required by § 1123(a)(1). The claims are Class 1 (Secured Creditors with UCC-1 Filings); Class 2 (General Unsecured Claims); and Class 3 (Equity Interests).
- (2) Specifies the classes that are not impaired under the Plan (Class 3) as required by § 1123(a)(2).
- (3) Specifies the treatment of any class of claims or class of interest holders that are impaired under the Plan (Classes 1 and 2) as required by § 1123(a)(3).
- (4) Provides for the same treatment for each claim or interest of a particular class as required by § 1123(a)(4).
- (5) Provides adequate means for the implementation and execution of the Plan as required by § 1123(a)(5).
- (6) Contains no provisions inconsistent with the interests of creditors, equity security holders and public policy with respect to the manner of selection of any officer, director, or trustee under the Plan and any successor to such officer, director, or trustee as required by § 1123(a)(7).
- (7) Provides for the assumption or rejection of all executory contracts and unexpired leases existing as of the petition date in accordance with Debtor's sound business judgment as required by § 1123(b)(2).

Debtor, as proponent of the Plan, provided adequate disclosure regarding the Plan to all creditors and interest holders in good faith and has complied with the applicable provisions of Chapter 11 as required by § 1129(a)(2).

The Plan has been proposed in good faith and not by any means forbidden by law as required by § 1129(a)(3).

Pursuant to § 1129(a)(4), the Plan provides that payments made or to be made to Debtor's attorneys and other professionals in connection with the case or the Plan are subject to approval of the court.

The Plan provides that Debtor shall make all plan payments.

Section 1129(a)(6) is inapplicable and no changes in regulatory rates are provided for in the Plan.

Pursuant to § 1129(a)(7), each holder of a claim or interest in an impaired class has either accepted the Plan or will receive an amount equal to or greater than the amount such holder of a claim or interest would receive in a Chapter 7 case. Here, the holder of the claim in Class 1 has stipulated in writing to the treatment provided in the Plan, and Class 2 has voted to accept the Plan. Doc. ##19, 37, 54, 76.

Section 1129(a)(8) has been satisfied because the holder of the Class 1 claim has affirmatively consented by written stipulation to its treatment in the Plan and Class 2 has affirmatively voted to accept the Plan. Doc. ##19, 37, 54, 76.

Pursuant to § 1129(a)(9), the Plan provides for treatment of claims under 11 U.S.C. §§ 507(a)(1), 507(a)(3), 507(a)(4), 507(a)(5), 507(a)(6), 507(a)(7) and 507(a)(8), to the extent there are any, in a manner consistent with 11 U.S.C. § 1129(a)(9). Plan, Part 2, Doc. #57.

Section 1129(a)(10) has been satisfied because Class 2 has accepted the Plan without including any acceptance of the Plan by any insider.

Regarding § 1129(a)(11), the Plan provides that Debtor will pay the monthly plan payment amounts for 60 months. Plan, Doc. #57. Based on the projections attached to the Plan and the supporting declaration of Kuldeep Singh, the court finds that Debtor has sufficient net monthly income to make the payments required under the Plan. Doc. ##57, 76.

Section 1129(a)(12) has been satisfied because all fees due under 28 U.S.C. § 1930 have been paid.

Sections 1129(a)(13)-(16) are not applicable to this case.

Accordingly, the Plan will be confirmed pursuant to 11 U.S.C. § 1191(a).

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

CONTINUED CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION NON-INDIVIDUAL FILED
11-11-2025 [[1](#)]

ARASTO FARASAD/ATTY. FOR DBT.

NO RULING.

3. [22-12016](#)-A-11 **IN RE: FUTURE VALUE CONSTRUCTION, INC.**

ORDER TO SHOW CAUSE
4-2-2026 [[672](#)]

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Bankruptcy case dismissed.

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

This matter is set for hearing pursuant to a sua sponte court-issued order to show cause ("OSC") as to why the chapter 11 bankruptcy case of Future Value Construction, Inc. ("Debtor") pending in this court should not be dismissed because the chapter 11 debtor-in-possession is no longer represented by counsel. Doc. #672. The OSC required any written response to be filed and served on or before April 29, 2026. Id. No written response to the OSC has been filed. This matter will proceed as scheduled.

On November 28, 2022, Debtor filed a voluntary chapter 11 bankruptcy petition. Doc. #1. Debtor is a corporation and was originally represented by counsel. Id. Because Debtor is a corporation, Debtor must appear in court through an attorney in this bankruptcy case. D-Beam, Ltd. P'ship v. Roller Derby Skates,

Inc., 366 F.3d 972, 973-74 (9th Cir. 2004) ("It is a longstanding rule that 'corporations and other unincorporated associations must appear in court through an attorney.'" (Citations omitted).).

On March 6, 2026, the court entered an order granting the motion of Debtor's general bankruptcy counsel to withdraw as counsel for Debtor. Order, Doc. #663. In the court's civil minutes related to the motion to withdraw, the court informed Debtor that Debtor must be represented by counsel. Civil Minutes, Doc. #662. A review of the court's docket shows that Debtor has not yet employed substitute counsel in this bankruptcy case.

Because Debtor is currently not represented by counsel and has not shown cause why this bankruptcy case should not be dismissed for Debtor's failure to retain substitute counsel, this bankruptcy case will be dismissed on the grounds set forth in the OSC.

4. [22-12016](#)-A-11 **IN RE: FUTURE VALUE CONSTRUCTION, INC.**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
11-28-2022 [[1](#)]

NO RULING.

5. [26-11617](#)-A-11 **IN RE: AMIREPAIR I INC.**
[LNH-1](#)

CONTINUED MOTION TO USE CASH COLLATERAL
4-14-2026 [[9](#)]

AMIREPAIR I INC./MV
LISA HOLDER/ATTY. FOR DBT.

NO RULING.

6. [26-11617](#)-A-11 **IN RE: AMIREPAIR I INC.**
[LNH-2](#)

MOTION FOR ORDER AUTHORIZING PREPETITION PRIORITY WAGES AND RELATED
WITHHOLDINGS PAID ON APRIL 20 FOR THE PREPETITION PERIOD APRIL 1-APRIL 9
4-22-2026 [[28](#)]

AMIREPAIR I INC./MV
LISA HOLDER/ATTY. FOR DBT.

NO RULING.

7. [26-10524](#)-A-11 **IN RE: MICHAEL JERKOVICH**
[CAE-1](#)

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

MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

8. [26-10524](#)-A-11 **IN RE: MICHAEL JERKOVICH**
[RMS-2](#)

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

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

NO RULING.

9. [26-10524](#)-A-11 **IN RE: MICHAEL JERKOVICH**
[RMS-3](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-22-2026 [[94](#)]

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

NO RULING.

10. [26-10737](#)-A-11 **IN RE: ALORIA VINEYARDS, LLC**
[CAE-1](#)

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

DAVID FOYIL/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

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

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

The order continuing the chapter 11 status conference (Doc. #39), issued by this court on April 15, 2026, required the debtor to file and serve a status report no later than April 29, 2026. On May 1, 2026, the debtor filed a late status report (Doc. #53) along with a motion to employ counsel (DEF-003, Doc. #41) and a motion for use of cash collateral (DEF-004, Doc. #47). Both of those motions have been noticed for hearing on May 20, 2026 at 9:30 a.m. Doc. ##42, 48. Based on the status of this case, the court will continue this chapter 11 status conference to May 20, 2026 at 9:30 a.m., the same date and time as the hearings on the motion to employ counsel and the motion for use of cash collateral.

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

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

PETER SAUER/ATTY. FOR DBT.

NO RULING.

12. [26-10638](#)-A-11 **IN RE: FRIEDENBACH FAMILY FARMS LLC**
[FW-2](#)

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

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

NO RULING.

13. [26-10548](#)-A-11 **IN RE: CLIFFORD CATON**
[FW-7](#)

MOTION TO EMPLOY KYLE A. HAMPTON AS SPECIAL COUNSEL AND/OR MOTION FOR
COMPENSATION BY THE LAW OFFICE OF WHITNEY THOMPSON & JEFFCOACH FOR
KYLE A HAMPTON, SPECIAL COUNSEL(S)
4-13-2026 [62]

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court

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

Debtor in possession Clifford James Caton ("DIP") moves pursuant to 11 U.S.C. § 327(a) for authorization to employ Whitney Thompson & Jeffcoach ("Special Counsel") to serve as special bankruptcy counsel in connection with DIP's chapter 11 bankruptcy case. Doc. #62. DIP also moves pursuant to 11 U.S.C. §§ 328(a) and 363 to pay a security retainer to Special Counsel in the amount of \$80,000.00. Id. DIP and Special Counsel agree that Special Counsel will be able to draw on the retainer only after court approval through the normal fee application process of 11 U.S.C. §§ 330 and 331. Id.

DIP filed his chapter 11 bankruptcy case on February 10, 2026. Doc. #1. Special Counsel represented DIP prior to the filing of this bankruptcy case, and DIP requests Special Counsel continue representing him in pending state court matters. Decl. of Clifford Caton, Doc. #64. On March 18, 2026, DIP and Special Counsel entered into a post-petition attorney-client fee agreement that provides for a security retainer in the amount of \$80,000.00 to be paid to Special Counsel's firm to ensure the payment of its fees. Decl. of Kyle A. Hampton, Doc. #65; Ex. A, Doc. #66. Special Counsel explains this retainer request is because DIP owes pre-petition fees and costs to Special Counsel in the amount of \$389,221.00. Hampton Decl., Doc. #65. Special Counsel is a Creditor in DIP's bankruptcy case for its unsecured claim. Id.

APPROVAL OF EMPLOYMENT

Section 1107 of the Bankruptcy Code gives DIP all the rights and powers of a trustee and requires that DIP perform all the functions and duties of a trustee, subject to certain exceptions not applicable here. 11 U.S.C. § 1107. Section 327(e) of the Bankruptcy Code permits DIP to employ, with court approval, an attorney that has represented the debtor, other than to represent DIP in conducting the case, if such appointment is in the best interest of the estate and if such attorney "does not represent or hold any interest adverse to the debtor or to the estate with respect to matter on which such attorney is to be employed." 11 U.S.C. § 327(e).

Special Counsel has verified that neither Mr. Hampton nor his firm have any connection with DIP, his creditors, attorneys, accountants, any other party in interest, or the U.S. Trustee, except for Special Counsel's previous representation of DIP in the state court proceeding as set forth in the motion. Hampton Decl., Doc. #65.

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

APPROVAL OF RETAINER

Section 363 of the Bankruptcy Code provides that a debtor in possession may use property of the estate outside the ordinary course of business after notice and a hearing. 11 U.S.C. § 363(b)(1). The debtor in possession proposing to use property of the estate under § 363(b) must demonstrate a valid business justification for such use and that such use is proposed in good faith. 240 N. Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 N. Brand Partners, Ltd.), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996). "Good faith encompasses fair value, and further speaks to the integrity of the transaction." Id. (quoting In re Wilde Horse Enters., Inc., 136 B.R. 830, 842 (Bankr. C.D. Cal. 1991)). To

make such a determination, "the court and creditors must be provided with sufficient information to allow them to take a position on the proposed [use]." Wilde Horse Enters., 136 B.R. at 842.

Section 328(a) of the Bankruptcy Code provides that DIP may, with the court's approval, employ a professional on any reasonable terms and conditions of employment, including on a retainer. 11 U.S.C. § 328(a). An application to employ a professional on terms and conditions to be pre-approved by the court must unambiguously request approval under § 328. See Circle K. Corp. v. Houlihan, Lokey, Howard & Zukin, Inc., 279 F.3d 669, 671 (9th Cir. 2002).

The court finds DIP has provided a sound business judgment for paying the \$80,000.00 post-petition retainer to Special Counsel. Special Counsel is authorized to receive the requested \$80,000.00 retainer from DIP to be held in trust pursuant to 11 U.S.C. § 328(a). The order authorizing employment of Special Counsel shall specify that Special Counsel will be able to draw on the retainer only after court approval through the normal fee application process of 11 U.S.C. §§ 330 and 331.

CONCLUSION

Accordingly, subject to opposition being raised at the hearing, the court will GRANT DIP's motion to employ Special Counsel and for DIP to pay Special Counsel the post-petition \$80,000.00 retainer pursuant to 11 U.S.C. §§ 328(a) and 363(b). The order employing Special Counsel shall specify that Special Counsel will be able to draw on the retainer only after court approval through the normal fee application process of 11 U.S.C. §§ 330 and 331.

14. [20-12258](#)-A-11 **IN RE: JARED/SARAH WATTS**
[RMS-3](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF COLEMAN & HOROWITT, LLP
FOR RACHEL M. SPOSATO, CREDITORS ATTORNEY(S)
3-30-2026 [\[482\]](#)

LEONARD WELSH/ATTY. FOR DBT.
RACHEL SPOSATO/ATTY. FOR MV.
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). The debtors timely filed written opposition on April 20, 2026. Doc. #488. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

Coleman & Horowitz, LLP ("Movant"), attorneys for The Huntington National Bank formerly known as TCF Equipment Finance, a division of TCF National Bank ("Creditor"), requests attorneys' fees and cost related to Movant's effort on behalf of Creditor to collect the last remaining payments, totaling \$7,860.00, owed by debtors Jared Allen Watts and Sarah Danielle Watts (together, "Debtors") to Creditor under Debtors' confirmed chapter 11 plan ("Plan"). Doc. #482. Movant requests compensation for fees in the amount of \$9,240.00 and costs in the amount of \$1,167.00 (the filing fee to reopen Debtors' bankruptcy case), for a combined amount of \$10,407.00. Id.

Debtors filed this bankruptcy case on July 2, 2020 and confirmed their Plan on November 20, 2020. Doc. #1, 194. Starting in January 2021, Debtors began making monthly payments to Creditor in the amount of \$2,620.00. Decl. of Keith W. Berquist, Doc. #457. The Plan ended in December 2025, with an order granting Debtors' discharge and closing the case entered on December 18, 2025. Order, Doc. #446. However, by December 2025, Debtors had defaulted on the last three Plan payments due to Creditor for October 2025, November 2025 and December 2025. Berquist Decl., Doc. #457.

Movant reached out to Debtors requesting the final three Plan payments and received a response from Debtors' counsel stating that the Plan payments would be made before the end of December 2025. Berquist Decl., Doc. #457. After failing to receive the three missing Plan payments, Creditor reopened Debtors' closed bankruptcy case on February 4, 2026 and filed a motion to revoke Debtors' discharge, compel Plan payments and pay attorneys' fees in connection with the motion ("Motion to Compel") on February 9, 2026. Doc. #456. The Motion to Compel was set for hearing on March 11, 2026. Doc. ##451, 456. Three days after the Motion to Compel was filed, on February 12, 2026, the Subchapter V trustee mailed out a check to Movant for \$8,606.08 for the remaining three payments owed to Creditor under the Plan. Doc. #470. On March 11, 2026, the court denied the Motion to Compel as moot because the default payments had been made and without prejudice to Creditor and/or Movant seeking attorneys' fees in a separately noticed motion. Order, Doc. #475. Movant subsequently filed this motion. Doc. #482.

By this motion, Movant seeks compensation in the amount of \$10,407.00 pursuant to 11 U.S.C. § 105(a) for its efforts to obtain the delinquent Plan payments. Doc. #482. Movant's services included, without limitation: (1) corresponding with Creditor and Debtors regarding missing Plan payments pre-litigation, (2) preparing the motion to reopen the bankruptcy, (3) preparing the Motion to Compel, (4) reviewing bankruptcy filings after the case was reopened, and (5) attending the hearing on the Motion to Compel. Decl. of Rachel M. Sposato, Doc. #484.

Under 11 U.S.C. § 105(a), "[t]he court may issue any order . . . necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a) grants the court its inherent sanctioning power. However, the United States Supreme Court has stated "[i]t is hornbook law that § 105(a) 'does not allow the bankruptcy court to override explicit mandates of other sections of the Bankruptcy Code.'" Law v. Siegel, 571 U.S. 415, 421 (2014).

Debtors first oppose the motion because Creditor is an undersecured creditor in Debtors' case, so 11 U.S.C. § 506(b) precludes Creditor from recovering attorneys' fees and costs. Opp., Doc. #488. Here, Movant acknowledges that Creditor is undersecured, and Movant confirms it is not seeking compensation pursuant to 11 U.S.C. § 506(b), so its status as an undersecured creditor is irrelevant. Doc. #491. However, Law v. Siegel requires this court to consider whether the relief being sought pursuant to 11 U.S.C. § 105(a) is one that is precluded by another section of the Bankruptcy Code, in this case § 506(b). If that is the case, this court cannot use § 105(a) to override § 506(b).

11 U.S.C. § 506(b) provides in relevant part: "To the extent that an allowed secured claim is secured by property the value of which . . . is greater than the amount of such claim, there shall be allowed to the holder of such claim . . . any reasonable fees, costs, or charges provided for under the agreement or State statute under which such claim arose." Here, Movant seeks compensation pursuant to Debtors' confirmed Plan and not pursuant to the security agreement between Debtors and Creditor or any State statute. Accordingly, this court finds that § 506(b) does not preclude this court from applying § 105(a) to Movant's fee request.

Turning to the terms of Debtors' Plan, Debtors assert that the Plan provided Creditor with an adequate remedy for Debtors' default in their Plan payments that Creditor did not invoke, and the court agrees. Doc. #488. According to the Plan, Creditor was authorized to repossess and liquidate its collateral after Debtors defaulted on their Plan payments to Creditor and Debtors' discharge was entered. Id.; Plan at § 6.02, Doc. #141. Movant argues that regardless of whether it reopened Debtors' bankruptcy case and filed the Motion to Compel or sought to repossess and liquidate Creditor's collateral, Creditor would have incurred attorneys' fees. Doc. #491. While that may be the case, under the terms of the Plan, once Debtors' discharge was entered, Creditor had the right to repossess and liquidate its collateral without further order of the court. Thus, reopening Debtors' bankruptcy case and prosecuting the Motion to Compel were not necessary. While Debtors may have been responsible for any attorneys' fees and costs incurred by Movant should Creditor have repossessed and liquidated its collateral as permitted under the Plan, the fact that Debtors may have been responsible for such fees does not warrant this court approving Movant's attorneys' fees and costs for reopening Debtors' bankruptcy case and filing the Motion to Compel, which actions were not necessary for Creditor to enforce its rights.

The court concludes there is no basis to require Debtors to pay Movant's attorneys' fees and costs for reopening Debtors' bankruptcy case and filing the Motion to Compel under 11 U.S.C. § 105(a) because Creditor was permitted to repossess and liquidate its collateral without further order of the court and chose not to avail itself of that relief. Thus, reopening Debtors' bankruptcy case and filing the Motion to Compel was unnecessary.

Accordingly, the motion is DENIED.

15. [26-10469](#)-A-12 **IN RE: MCCALL'S NURSERIES, INC.**
[WJH-7](#)

MOTION FOR JOINT ADMINISTRATION
4-15-2026 [[96](#)]

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

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the motion on April 28, 2026. Doc. #108.

16. [26-11650](#)-A-13 **IN RE: STEVEN/LINDA MCCALL**
[WJH-1](#)

MOTION FOR JOINT ADMINISTRATION
4-15-2026 [[9](#)]

LINDA MCCALL/MV
RILEY WALTER/ATTY. FOR DBT.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the motion on April 28, 2026. Doc. #30.

17. [23-23996](#)-A-11 **IN RE: 9250 BIG HORN HOLDINGS, INC.**
[CAE-1](#)

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

GABRIEL LIBERMAN/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

18. [23-23996](#)-A-11 **IN RE: 9250 BIG HORN HOLDINGS, INC.**
[DL-8](#)

MOTION FOR APPROVAL OF AMENDED DISCLOSURE STATEMENT FILED BY
TRUSTEE WALTER R. DAHL
4-2-2026 [[369](#)]

WALTER DAHL/MV
GABRIEL LIBERMAN/ATTY. FOR DBT.
WALTER DAHL/ATTY. FOR MV.

NO RULING.

1. [26-10444](#)-A-7 **IN RE: YOUA VANG**

REAFFIRMATION AGREEMENT WITH CAPITAL ONE AUTO FINANCE
4-13-2026 [\[17\]](#)

TIMOTHY SPRINGER/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. [26-10444](#)-A-7 **IN RE: YOUA VANG**

REAFFIRMATION AGREEMENT WITH AMERICAN HONDA FINANCE CORPORATION
4-14-2026 [\[18\]](#)

TIMOTHY SPRINGER/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.

3. [26-10757](#)-A-7 **IN RE: MANUEL AYALA**

PRO SE REAFFIRMATION AGREEMENT WITH TOYOTA MOTOR CREDIT CORPORATION
4-8-2026 [\[15\]](#)

ANTHONY ROTHMAN/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

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

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

1. [25-10402](#)-A-7 **IN RE: SHAWNAA SUPNET**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-27-2026 [[20](#)]

ROCKET MORTGAGE, LLC/MV
SCOTT LYONS/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, Rocket Mortgage, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to real property located at 3006 W. Laura Ave., Visalia, California ("Property"). Doc. #20.

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

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 two post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$3,761.92. Decl. of Annie Murchison, Doc. #22.

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

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

2. [25-13004](#)-A-7 **IN RE: NANCY LOPEZ**
[ALG-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-9-2026 [[19](#)]

IPLANGROUND AGENT FOR CUSTODIAN FBO CHRISTOPHER VERDUGO IRA 3302001/MV
LEN REIDREYNOSO/ATTY. FOR DBT.
ARNOLD GRAFF/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

3. [26-11006](#)-A-7 **IN RE: ANTHONY HERRON**

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

KENUMI MAATAFALE/ATTY. FOR DBT.

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

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

4. [26-10931](#)-A-7 **IN RE: JUAN GONZALEZ CARILLIO**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-31-2026 [[10](#)]

EXETER FINANCE LLC/MV
D. GARDNER/ATTY. FOR DBT.
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

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

The movant, Exeter Finance LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d) (1) and (d) (2) with respect to a 2019 Dodge Journey, VIN: 3C4PDDEGXKT784824 ("Vehicle"). Doc. #10.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least six complete pre-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$2,363.00 plus late fees of \$413.21, NSF fees of \$15.00 and repossession fees of \$665.00. Decl. of Nancy Wafer, Doc. #13. The Vehicle was surrendered to Movant pre-petition on January 7, 2026. Id.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$9,900.00 and the debtor owes \$12,970.01. Wafer Decl., Doc. #13.

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

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

5. 26-11048-A-7 **IN RE: KISHA STEPHENS**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
4-16-2026 [\[33\]](#)

\$3.00 FILING FEE PAID 4/21/26

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

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

MOTION FOR COMPENSATION FOR RATZLAFF, TAMBERI & GILL, LLP, ACCOUNTANT(S)
3-12-2026 [\[31\]](#)

RATZLAFF, TAMBERI & GILL, LLP/MV
JUSTIN HARRIS/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 Irma Edmonds ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from January 30, 2024 through March 2, 2026. Doc. #31. Movant provided accounting services valued at \$4,045.60 and requests compensation for that amount. Id. 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. #33.

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 relating to various settlement issues; (2) corresponding with Trustee; (3) preparing federal and state fiduciary income tax returns; and (4) preparing the employment and fee applications. Decl. of Christopher A. Ratzlaff, Doc. #34; Ex. A, Doc. #35. 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 \$4,045.60. Trustee is authorized to make a payment of \$4,045.60 to Movant from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

7. [26-10958](#)-A-7 **IN RE: JOSEPH ANDREATTA**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-30-2026 [[10](#)]

GLOBAL LENDING SERVICES LLC/MV
NEIL SCHWARTZ/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, Global Lending Services LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2012 GMC Sierra 1500, VIN: 3GTP1VE04CG170007 ("Vehicle"). Doc. #10.

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 one post-petition payment. Movant has produced evidence that the debtor is delinquent by at least \$352.87. Decl. of Katrina Foster, Doc. #13. According to the debtor's Statement of Intention, the Vehicle will be surrendered. Doc. #1.

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

8. [26-11165](#)-A-7 **IN RE: JENNIFER MCCONNELL**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-6-2026 [\[10\]](#)

TD BANK, N.A./MV
JERRY LOWE/ATTY. FOR DBT.
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, TD Bank, N.A. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2016 RAM 1500 ST, VIN: 3C6JR6AT4GG326158 ("Vehicle"). Doc. #10.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least thirteen complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$7,802.68, plus late fees in the amount of \$388.70 and repossession fees in the amount of \$725.00. Decl. of David L. Tagliaferri, Doc. #12. The Vehicle was recovered pre-petition on June 3, 2025. Id.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$13,300.00. Decl. of John Eng, Doc. #13. The debtor owes \$23,823.04. Tagliaferri Decl., Doc. #12.

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

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

9. [24-11967](#)-A-7 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[CRL-3](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF CALIFORNIA RURAL LEGAL ASSISTANCE, INC. FOR MARIAH C. THOMPSON, CREDITORS ATTORNEY(S)
4-1-2026 [\[638\]](#)

GREGORY TAYLOR/ATTY. FOR DBT.
MARIAH THOMPSON/ATTY. FOR MV.
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). The former chapter 11 trustee and current chapter 7 trustee Kimberly J. Husted ("Trustee") and the debtor each filed timely written opposition on April 22, 2026. Doc. ##661, 667. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f) (1) (B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

California Rural Legal Assistance, Inc. ("Movant"), attorneys for Trails End United for Change ("TEUC"), an unincorporated tenant association comprised of residents of the La Hacienda mobilehome park ("Park") formerly owned by former debtor in possession and current chapter 7 debtor La Hacienda Mobile Estates, LLC ("Debtor"), requests allowance of final compensation for pro bono services rendered to TEUC in Debtor's bankruptcy case. Doc. #638. Movant requests compensation for fees in the amount of \$103,455.00 and requests reimbursement of costs in the amount of \$719.50. Doc. #638; Decl. of Mariah C. Thompson, Doc. #640.

RELEVANT FACTS

Debtor purchased the Park on October 5, 2022 for \$1.7 million after expending in excess of \$400,000 to repair the Park and obtaining necessary court and city approvals to acquire the Park. Decl. of Matt Davies in Support of Debtor's Chapter 11 Petition and Requests for First-Day Relief, Doc. #2.

Six months after Debtor purchased the Park, Debtor announced that it would close the Park by 2024 and market the Park as a "vacant" commercial lot for

\$4,095,000. Doc. #190, Ex. 1 at 5:10-11 [Plaintiffs' Memorandum of Points and Authorities in Support of Motion for Preliminary Injunction filed in state court action on 1/9/2024]; Doc. #269, Ex. 1 at 106:1-107:19 [Transcript of Rule 2004 Examination of Matthew Davies as managing member of Debtor conducted on August 15, 2024]. In addition, Debtor's affiliated entity initiated eviction proceedings. Doc. #243, Disclosure Statement at 6:21-22. Debtor's actions prompted two unincorporated tenant associations to file civil complaints in state court against Debtor. Id. at 6:22 - 7:8.

Debtor filed for chapter 11 bankruptcy on May 9, 2024 in the District of Delaware. Doc. #1. Within four days of its bankruptcy filing, the Delaware bankruptcy court issued an order to show cause as to why Debtor's bankruptcy case should remain in Delaware. Doc. #24. After briefing and a hearing, Debtor's bankruptcy case was transferred to the Eastern District of California on June 7, 2024. Doc. #93.

Movant worked with Orrick, Herrington & Sutcliffe LLP to assist TEUC with pro bono representation in Debtor's bankruptcy case. Doc. #638. Because Debtor initially filed its bankruptcy case in Delaware, Movant's original role was to transfer the bankruptcy case from Delaware to the Eastern District of California, but Movant agreed to stay on as counsel for TEUC due to the complex procedural and bankruptcy issues within the case.

The focus of Debtor's bankruptcy case was a proposed sale of Park. According to Debtor's managing member and sole equity holder, Matthew Davies, the primary purpose for the filing of Debtor's bankruptcy was to use California Government Code § 65863.7(f), so Debtor did not have to comply with the requirements of California Government Code § 65863.7(a) in order to close the Park, although Debtor stated that it intended to use the provisions of California Government Code § 65863.7 and the framework of the Conversion Impact Report and Relocation Plan that had been rejected by the City of Fresno pre-petition to propose a payment to each of the remaining Park tenants to compensate those tenants for their mobile homes as well as provide additional consideration to permit the tenants to cover moving costs and temporary housing costs. Davies Decl., Doc. #2. Movant challenged Debtor regarding whether California law and Fresno ordinances took precedence over the Bankruptcy Code with respect to a sale of the Park.

On August 30, 2024, TEUC filed a motion for relief from the automatic stay because Debtor indicated that it intended to proceed with a proposed rent increase and evict Park residents who refuse to pay the new rate. Transcript of the Deposition of Matthew Davies, Ex. A to Decl. of Michael Trentin, Doc. #229. TEUC believed the unilateral proposed rent increase violated the City of Fresno's mobilehome rent stabilization ordinance. Decl. of Mariah Thompson, Doc. #227. TEUC filed for relief from the automatic stay to file litigation in the Fresno County Superior Court seeking injunctive and declaratory relief that would prevent Debtor from enforcing the proposed rent increase. Id. After the relief motion was continued numerous times, Debtor revoked the notion of the rent increase, and the issue was resolved without litigation. Doc. #638.

On September 6, 2024, Debtor filed a plan of reorganization ("Plan") and proposed disclosure statement to which TEUC objected and argued the Plan was unconfirmable. Plan, Doc. #242; Disclosure Stmt., Doc. #243; Doc. ##299, 638. Debtor then withdrew its motion for approval of disclosure statement, which Movant contends was withdrawn in part because of TEUC's opposition. Doc. #638.

On October 1, 2024, TEUC filed a motion to dismiss Debtor's bankruptcy case on the grounds that Debtor did not file for bankruptcy in good faith. Doc. #266. However, the court decided that because there was a proposed sale with Self-Help Enterprises ("SHE") that would provide sufficient proceeds to pay for a

chapter 11 trustee and a chapter 11 trustee could complete the proposed sale, appointing a chapter 11 trustee rather than dismissing or converting Debtor's bankruptcy case to chapter 7 was in the best interests of creditors and the estate. Civil Minutes, Doc. #383; Order, Doc. #391.

After a chapter 11 trustee was appointed, Trustee proceeded with the potential sale to SHE. Doc. #638. Multiple entities that TEUC asserts were either managed or affiliated by Mr. Davies attempted to outbid SHE. Id. Movant conducted an investigation to obtain evidence to prove these affiliations, which resulted in Trustee choosing to ultimately sell Park to SHE. Id.

Movant requests compensation because Movant made the following substantial contributions to the case: (1) moving the case from Delaware to Sacramento to Fresno; (2) challenging Debtor regarding whether California law and Fresno ordinances take precedence over the Bankruptcy Code in regards to a sale of the Park; (3) filing for relief from the automatic stay that resulted in no unlawful rent increases; (4) objecting to the Plan and disclosure statement and to the claims estimation motion; (5) objecting to Debtor's motion to sell the Park; (6) filing a motion to dismiss that resulted in the appointment of Trustee; and (7) opposing the sale of the Park to a potential overbidder. Doc. #638.

APPLICABLE LAW

Under § 503(b)(3)(D), an unappointed committee of creditors who makes a "substantial contribution" in a chapter 11 case may recover its "actual, necessary expenses" as an administrative expense. Similarly, § 503(b)(4) allows as an administrative expense the "reasonable compensation for professional services rendered by an attorney . . . of an entity whose expense is allowable under [§ 503(b)(3)(D)], based on the time, the nature, the extent, and the value of such services, and the cost of comparable services other than in a case under this title, and reimbursement for actual, necessary expenses incurred by such attorney."

An entity seeking administrative priority for its legal fees bears the burden of proof to show that the creditor made a substantial contribution to the estate. Andrew v. Coopersmith (In re Downtown Inv. Club III), 89 B.R. 59, 64 (B.A.P. 9th Cir. 1988). The Ninth Circuit has provided that the "principal test of substantial contribution is 'the extent of benefit to the estate.'" Cellular 101, Inc. v. Channel Commc'ns Inc. (In re Cellular 101, Inc.), 377 F.3d 1092, 1096 (9th Cir. 2004) (quoting Christian Life Ctr. Litig. Defense Comm. v. Silva (In re Christian Life Ctr.), 821 F.2d 1370, 1373 (9th Cir. 1987)).

Collier on Bankruptcy observes: "The [Bankruptcy] Code does not define 'substantial contribution' or set forth criteria to be used in determining whether a substantial contribution has been made in a case." 4 COLLIER ON BANKRUPTCY ¶ 503.10[5][a] (Richard Levin & Henry J. Sommer eds., 16th ed.). As *Collier* further comments, "[w]hether a particular entity has made a substantial contribution is a question of fact, and . . . [t]he movant bears the burden by a preponderance of the evidence." Id. (footnotes omitted).

In determining whether an entity has met this burden, courts consider the following factors: (1) whether the services were rendered solely to benefit the client or to benefit all parties in the case; (2) whether the services provided direct, significant and demonstrable benefit to the estate; and (3) whether the services were duplicative of services rendered by attorneys for the committee, the committees themselves, or the debtor and its attorneys. In re Jack Winter Apparel, Inc., 119 B.R. 629, 633 (E.D. Wis. 1990) (citing In re Lister, 846 F.2d 55, 57 (10th Cir. 1988)).

ANALYSIS

A. Standing to Request Substantial Contribution

In Debtor's opposition, Debtor questions whether TEUC qualifies as a committee pursuant to § 503(b)(3)(D) and states that Movant did not cite to any authority to support its assertion that an unincorporated association is considered a committee for purposes of § 503(b)(3)(D). Doc. #667. However, that is not the case.

Contrary to Debtor's assertion in its opposition, Movant has met its initial burden of establishing entitlement TEUC as a party allowed to request compensation pursuant to § 503(b)(3)(D). Doc. #638 at 4:3-19. Moreover, early in the case, in response to the Order to Show Cause issued by the Delaware bankruptcy court, Debtor asserted that TEUC had to comply with Federal Rule of Bankruptcy Procedure ("Rule") 2019, which only applies to "every group or committee consisting of or representing—and every entity representing—multiple creditors or equity security holders that are: (A) acting in concert to advance their common interests; and (B) not composed entirely of affiliates or insiders of one another." Doc. #75, 160.

Based on Debtor's prior position with respect to TEUC being subject to Rule 2019, the court finds that TEUC qualifies as an entity that can assert a claim for substantial contribution under § 503(b)(3)(D).

B. Whether the services were rendered solely to benefit the client or to benefit all parties in the case.

In support of Movant stating that its services were provided for the benefit of all parties in the case, Movant asserts that Movant played a substantial role in successfully moving the case from Delaware to Sacramento to Fresno where it should have been filed in the first place. Doc. #638. After the case was transferred, Movant remained active in the case by objecting to the proposed Plan, challenging the sale proposed within the Plan, and asserting California law and Fresno ordinances take precedence over the Bankruptcy Code, which Movant believes was one of the factors the court considered in deciding to appoint a chapter 11 trustee. Id.

Movant also contends its involvement in filing a motion for relief from the automatic stay resulted in negotiations between TEUC and Debtor that continued the motion indefinitely as long as there was no increase in rent to the tenants of the Park. Doc. #638. Simultaneously, Movant opposed the Plan that would have paid the same residents of the Park a fraction of what those residents would be owed under applicable nonbankruptcy law. Id. Finally, Movant moved to dismiss the case that resulted in the appointment of the chapter 11 trustee. Id. After Trustee was appointed, Movant stayed in the case and even opposed a proposed buyer who tried to outbid SHE. Id.

Trustee opposes Movant's request because, in Trustee's opinion, Movant's efforts were solely to benefit Movant's client. Doc. #661. Trustee states that while Trustee is appreciative of Movant's efforts to assist Trustee in getting up to speed on the history of the case and each of the parties and issues involved, it is Trustee's opinion that Movant's efforts were solely to benefit its client. Id.

Movant responds to Trustee stating that a benefit to the estate and a benefit to the Park residents are the same and, therefore, Movant's services benefited both. Further, while Movant acknowledges that its role diminished after a chapter 11 trustee was appointed, Movant was still involved within the case, such as drafting pleadings that brought the facts that the overbidder would not

qualify for a good faith finding to the attention of Trustee and the court. Doc. #683.

Debtor also opposes Movant's request because Debtor believes Movant's representation of TEUC was entirely self-interested. Doc. #667. Specifically, Debtor asserts Movant's desired outcome was selling the assets of the estate to TEUC's favored buyer SHE without concern for how this affected other interested parties. Doc. #667. Further, Debtor believes that Movant's reasoning for how it substantially contributed to the estate lists tasks that inherently benefit its client TEUC instead of demonstrating how those tasks were beneficial to the estate. Id.

Section 503(b) compensation has been consistently denied where the creditor seeking compensation acted primarily for its own benefit, and any benefit accruing to other creditors, the debtor or the estate was merely incidental. In re Buckhead Am. Corp., 161 B.R. 11, 16 (Bankr. D. Del. 1993); see In re Jack Winter Apparel, Inc., 119 B.R. 629 at 633 (denying compensation where fee application shows services performed exclusively for clients and any benefit to estate was incidental); In re Sound Radio, Inc., 145 B.R. 193 (Bankr. D.N.J. 1992) (compensation denied where benefit to estate was indirect result of direct efforts to advance client's interests).

Before Trustee's appointment, Movant's representation was solely to benefit TEUC because the underlying purpose of Movant's representation was to protect the residents of Park. Any motions filed or objections filed in the case in response to Debtor's various filings were made with the best interests of TEUC in mind and with no consideration as to the benefits for Debtor's estate as a whole, including Debtor's equity holder.

After Trustee's appointment, it was Trustee who negotiated and pushed forward the sale of the Park to SHE while also being significantly concerned with the repercussions of how accepting a potential overbid from a third party would affect the entire estate. Movant was adamant that Trustee not accept a higher offer from the third party at the sale hearing because the offer from SHE was in the best interests of TEUC. Further, the court does not agree with Movant's contention that the benefit to the estate and the benefit to the Park residents are the same because the outcome of sale to SHE was more in favor of the Park residents than the actual dollar amount coming into the estate for the benefit of Debtor's equity holder.

Therefore, the court finds that Movant's services rendered to TEUC solely or primarily benefited TEUC. Any benefit to the estate from the sale of the Park to SHE was merely incidental to the representation of Movant on behalf of TEUC and does not rise to the level of a substantial contribution under § 503(b) (3) (D).

C. Whether the services provided direct, significant and demonstrable benefit to the estate.

Compensation has been denied where the efforts on behalf of a creditor had a minimal positive impact on the estate or other creditors. See In re Lister, 846 F.2d 55 at 57 (although creditor's efforts may have resulted in some benefit to the estate, they failed to amount to substantial contribution); Jack Winter Apparel, 119 B.R. 629 at 633 (no award because insufficient evidence that counsel performed extraordinary services that led directly to significant and tangible benefits for other creditors, debtors, or estate).

Movant asserts that services rendered prior to Trustee being appointed assisted in the court deciding to appoint a chapter 11 trustee. Doc. #638. Further, in reply to Debtor's opposition, Movant believes that implying Movant is not

entitled to any compensation on or after Trustee took over is overbroad.
Doc. #682.

The court acknowledges Movant's vigorous representation of TEUC is a significant reason for the bankruptcy case resulting in TEUC's desired outcome, which was the sale of the Park to TEUC's favored buyer SHE. However, while Movant aided in bringing facts to the court's attention prior to the appointment of Trustee, such representation was for the benefit of TEUC and not the estate as a whole. After Trustee was appointed, the burden of the sale process lay with Trustee after Trustee's appointment. Movant's services after the chapter 11 trustee was appointed benefited TEUC but did not significantly benefit the estate as a whole.

D. Whether the services were duplicative of services rendered by attorneys for the committee, the committees themselves, or the debtor and its attorneys.

Debtor believes Movant's claimed benefits are duplicative and incidental because Movant's substantial contributions were either done by other people or were going to be done anyways. For example, Debtor asserts the bankruptcy case was on track to be transferred back to Fresno whether Movant had done anything or not and any work done after Trustee was appointed is duplicative to Trustee. Doc. #667. Movant asserts that this case was unique and that any substantial contributions made by Movant did not involve any kind of overlap. Doc. #682.

With respect to the transfer of Debtor's bankruptcy case to Fresno, it appears that both the Delaware bankruptcy court and the bankruptcy court in Sacramento were in the process of issuing orders to show cause regarding the transfer of this bankruptcy case to Fresno without the assistance of Movant. Moreover, after Trustee was appointed, it was Trustee who represented the interests of the entire estate, not Movant. As to matters for which Movant represented TEUC after the transfer of Debtor's bankruptcy case to Fresno, while those matters may not be duplicative, as discussed above, those matters were solely or primarily for the benefit of TEUC and not the entire estate.

CONCLUSION

Accordingly, Movant has not met its burden to show that Movant's services constitute as a substantial contribution so as to warrant compensation pursuant to 11 U.S.C. § 503(b)(3)(D).

For the reasons set forth above, this motion is DENIED.

MOTION FOR COMPENSATION BY THE LAW OFFICE OF ORRICK, HERRINGTON &
SUTCLIFFE LLP FOR MARC A. LEVINSON, CREDITORS ATTORNEY(S)
3-31-2026 [[633](#)]

GREGORY TAYLOR/ATTY. FOR DBT.
MARC LEVINSON/ATTY. FOR MV.
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). The former chapter 11 trustee and current chapter 7 trustee Kimberly J. Husted ("Trustee") and the debtor each filed timely written opposition on April 22, 2026. Doc. ##664, 668. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

Orrick, Herrington & Sutcliffe LLP ("Movant"), attorneys for Trails End United for Change ("TEUC"), an unincorporated tenant association comprised of residents of the La Hacienda mobilehome park ("Park") formerly owned by former debtor in possession and current chapter 7 debtor La Hacienda Mobile Estates, LLC ("Debtor"), requests allowance of final compensation for pro bono services rendered to TEUC in Debtor's bankruptcy case. Doc. #633. Movant requests compensation in the amount of \$350,000.00. Doc. #633; Decl. of Marc A. Levinson, Doc. #635.

RELEVANT FACTS

Debtor purchased the Park on October 5, 2022 for \$1.7 million after expending in excess of \$400,000 to repair the Park and obtaining necessary court and city approvals to acquire the Park. Decl. of Matt Davies in Support of Debtor's Chapter 11 Petition and Requests for First-Day Relief, Doc. #2.

Six months after Debtor purchased the Park, Debtor announced that it would close the Park by 2024 and market the Park as a "vacant" commercial lot for \$4,095,000. Doc. #190, Ex. 1 at 5:10-11 [Plaintiffs' Memorandum of Points and Authorities in Support of Motion for Preliminary Injunction filed in state court action on 1/9/2024]; Doc. #269, Ex. 1 at 106:1-107:19 [Transcript of Rule 2004 Examination of Matthew Davies as managing member of Debtor conducted on August 15, 2024]. In addition, Debtor's affiliated entity initiated eviction proceedings. Doc. #243, Disclosure Statement at 6:21-22. Debtor's actions prompted two unincorporated tenant associations to file civil complaints in state court against Debtor. Id. at 6:22 - 7:8.

Debtor filed for chapter 11 bankruptcy on May 9, 2024 in the District of Delaware. Doc. #1. Within four days of its bankruptcy filing, the Delaware

bankruptcy court issued an order to show cause as to why Debtor's bankruptcy case should remain in Delaware. Doc. #24. After briefing and a hearing, Debtor's bankruptcy case was transferred to the Eastern District of California on June 7, 2024. Doc. #93.

Movant was asked by California Rural Assistance, Inc. to assist TEUC with pro bono representation in Debtor's bankruptcy case. Doc. #633. Because Debtor initially filed its bankruptcy case in Delaware, Movant's original role was to transfer the bankruptcy case from Delaware to the Eastern District of California, but Movant agreed to stay on as counsel for TEUC due to the complex procedural and bankruptcy issues within the case.

The focus of Debtor's bankruptcy case was a proposed sale of Park. According to Debtor's managing member and sole equity holder, Matthew Davies, the primary purpose for the filing of Debtor's bankruptcy was to use California Government Code § 65863.7(f), so Debtor did not have to comply with the requirements of California Government Code § 65863.7(a) in order to close the Park, although Debtor stated that it intended to use the provisions of California Government Code § 65863.7 and the framework of the Conversion Impact Report and Relocation Plan that had been rejected by the City of Fresno pre-petition to propose a payment to each of the remaining Park tenants to compensate those tenants for their mobile homes as well as provide additional consideration to permit the tenants to cover moving costs and temporary housing costs. Davies Decl., Doc. #2. Movant challenged Debtor regarding whether California law and Fresno ordinances took precedence over the Bankruptcy Code with respect to a sale of the Park.

On August 30, 2024, Movant filed a motion for relief from the automatic stay because Debtor indicated that it intended to proceed with a proposed rent increase and evict Park residents who refuse to pay the new rate. Transcript of the Deposition of Matthew Davies, Ex. A to Decl. of Michael Trentin, Doc. #229. Movant believed the unilateral proposed rent increase violated the City of Fresno's mobilehome rent stabilization ordinance. Decl. of Mariah Thompson, Doc. #227. Movant filed for relief from the automatic stay to file litigation in the Fresno County Superior Court seeking injunctive and declaratory relief that would prevent Debtor from enforcing the proposed rent increase. Id. After the relief motion was continued numerous times, Debtor revoked the notion of the rent increase, and the issue was resolved without litigation. Doc. #633.

On September 6, 2024, Debtor filed a plan of reorganization ("Plan") and proposed disclosure statement to which Movant objected and argued the Plan was unconfirmable. Plan, Doc. #242; Disclosure Stmt., Doc. #243; Doc. ##299, 633. Debtor then withdrew its motion for approval of disclosure statement, which Movant contends was withdrawn in part because of Movant's opposition. Doc. #633.

On October 1, 2024, Movant, on behalf of TEUC, filed a motion to dismiss Debtor's bankruptcy case on the grounds that Debtor did not file for bankruptcy in good faith. Doc. #266. However, the court decided that because there was a proposed sale with Self-Help Enterprises ("SHE") that would provide sufficient proceeds to pay for a chapter 11 trustee and a chapter 11 trustee could complete the proposed sale, appointing a chapter 11 trustee rather than dismissing or converting Debtor's bankruptcy case to chapter 7 was in the best interests of creditors and the estate. Civil Minutes, Doc. #383; Order, Doc. #391.

After a chapter 11 trustee was appointed, Trustee proceeded with the potential sale to SHE. Doc. #633. Multiple entities that TEUC asserts were either managed or affiliated by Mr. Davies attempted to outbid SHE. Id. TEUC conducted an

investigation to obtain evidence to prove these affiliations, which resulted in Trustee choosing to ultimately sell Park to SHE. Id.

Movant requests compensation because Movant made the following substantial contributions to the case: (1) moving the case from Delaware to Sacramento to Fresno; (2) challenging Debtor regarding whether California law and Fresno ordinances take precedence over the Bankruptcy Code in regards to a sale of the Park; (3) filing for relief from the automatic stay that resulted in no unlawful rent increases; (4) objecting to the Plan and disclosure statement and to the claims estimation motion; (5) objecting to Debtor's motion to sell the Park; (6) filing a motion to dismiss that resulted in the appointment of Trustee; and (7) opposing the sale of the Park to a potential overbidder. Doc. #633.

APPLICABLE LAW

Under § 503(b)(3)(D), an unappointed committee of creditors who makes a "substantial contribution" in a chapter 11 case may recover its "actual, necessary expenses" as an administrative expense. Similarly, § 503(b)(4) allows as an administrative expense the "reasonable compensation for professional services rendered by an attorney . . . of an entity whose expense is allowable under [§ 503(b)(3)(D)], based on the time, the nature, the extent, and the value of such services, and the cost of comparable services other than in a case under this title, and reimbursement for actual, necessary expenses incurred by such attorney."

An entity seeking administrative priority for its legal fees bears the burden of proof to show that the creditor made a substantial contribution to the estate. Andrew v. Coopersmith (In re Downtown Inv. Club III), 89 B.R. 59, 64 (B.A.P. 9th Cir. 1988). The Ninth Circuit has provided that the "principal test of substantial contribution is 'the extent of benefit to the estate.'" Cellular 101, Inc. v. Channel Commc'ns Inc. (In re Cellular 101, Inc.), 377 F.3d 1092, 1096 (9th Cir. 2004) (quoting Christian Life Ctr. Litig. Defense Comm. v. Silva (In re Christian Life Ctr.), 821 F.2d 1370, 1373 (9th Cir. 1987)).

Collier on Bankruptcy observes: "The [Bankruptcy] Code does not define 'substantial contribution' or set forth criteria to be used in determining whether a substantial contribution has been made in a case." 4 COLLIER ON BANKRUPTCY ¶ 503.10[5][a] (Richard Levin & Henry J. Sommer eds., 16th ed.). As *Collier* further comments, "[w]hether a particular entity has made a substantial contribution is a question of fact, and . . . [t]he movant bears the burden by a preponderance of the evidence." Id. (footnotes omitted).

In determining whether an entity has met this burden, courts consider the following factors: (1) whether the services were rendered solely to benefit the client or to benefit all parties in the case; (2) whether the services provided direct, significant and demonstrable benefit to the estate; and (3) whether the services were duplicative of services rendered by attorneys for the committee, the committees themselves, or the debtor and its attorneys. In re Jack Winter Apparel, Inc., 119 B.R. 629, 633 (E.D. Wis. 1990) (citing In re Lister, 846 F.2d 55, 57 (10th Cir. 1988)).

ANALYSIS

A. Standing to Request Substantial Contribution

In Debtor's opposition, Debtor questions whether TEUC qualifies as a committee pursuant to § 503(b)(3)(D) and states that Movant did not cite to any authority to support its assertion that an unincorporated association is considered a

committee for purposes of § 503(b)(3)(D). Doc. #668. However, that is not the case.

Contrary to Debtor's assertion in its opposition, Movant has met its initial burden of establishing entitlement TEUC as a party allowed to request compensation pursuant to § 503(b)(3)(D). Doc. #633 at 4:18 - 5:3. Moreover, early in the case, in response to the Order to Show Cause issued by the Delaware bankruptcy court, Debtor asserted that TEUC had to comply with Federal Rule of Bankruptcy Procedure ("Rule") 2019, which only applies to "every group or committee consisting of or representing—and every entity representing—multiple creditors or equity security holders that are: (A) acting in concert to advance their common interests; and (B) not composed entirely of affiliates or insiders of one another." Doc. ##75, 160.

Based on Debtor's prior position with respect to TEUC being subject to Rule 2019, the court finds that TEUC qualifies as an entity that can assert a claim for substantial contribution under § 503(b)(3)(D).

B. Whether the services were rendered solely to benefit the client or to benefit all parties in the case.

In support of Movant stating that its services were provided for the benefit of all parties in the case, Movant asserts that Movant played a substantial role in successfully moving the case from Delaware to Sacramento to Fresno where it should have been filed in the first place. Doc. #633. After the case was transferred, Movant remained active in the case by objecting to the proposed Plan, challenging the sale proposed within the Plan, and asserting California law and Fresno ordinances take precedence over the Bankruptcy Code, which Movant believes was one of the factors the court considered in deciding to appoint a chapter 11 trustee. Id.

Movant also contends its involvement in filing a motion for relief from the automatic stay resulted in negotiations between TEUC and Debtor that continued the motion indefinitely as long as there was no increase in rent to the tenants of the Park. Doc. #633. Simultaneously, Movant opposed the Plan that would have paid the same residents of the Park a fraction of what those residents would be owed under applicable nonbankruptcy law. Id. Finally, Movant moved to dismiss the case that resulted in the appointment of the chapter 11 trustee. Id. After Trustee was appointed, Movant stayed in the case and even opposed a proposed buyer who tried to outbid SHE. Id.

Trustee opposes Movant's request because, in Trustee's opinion, Movant's efforts were solely to benefit Movant's client. Doc. #664. Trustee states that while Trustee is appreciative of Movant's efforts to assist Trustee in getting up to speed on the history of the case and each of the parties and issues involved, it is Trustee's opinion that Movant's efforts were solely to benefit its client. Id.

Movant responds to Trustee stating that a benefit to the estate and a benefit to the Park residents are the same and, therefore, Movant's services benefited both. Further, while Movant acknowledges that its role diminished after a chapter 11 trustee was appointed, Movant was still involved within the case, such as drafting pleadings that brought the facts that the overbidder would not qualify for a good faith finding to the attention of Trustee and the court. Doc. #679.

Debtor also opposes Movant's request because Debtor believes Movant's representation of TEUC was entirely self-interested. Doc. #668. Specifically, Debtor asserts Movant's desired outcome was selling the assets of the estate to TEUC's favored buyer SHE without concern for how this affected other interested

parties. Doc. #668. Further, Debtor believes that Movant's reasoning for how it substantially contributed to the estate lists tasks that inherently benefit its client TEUC instead of demonstrating how those tasks were beneficial to the estate. Id.

Section 503(b) compensation has been consistently denied where the creditor seeking compensation acted primarily for its own benefit, and any benefit accruing to other creditors, the debtor or the estate was merely incidental. In re Buckhead Am. Corp., 161 B.R. 11, 16 (Bankr. D. Del. 1993); see In re Jack Winter Apparel, Inc., 119 B.R. 629 at 633 (denying compensation where fee application shows services performed exclusively for clients and any benefit to estate was incidental); In re Sound Radio, Inc., 145 B.R. 193 (Bankr. D.N.J. 1992) (compensation denied where benefit to estate was indirect result of direct efforts to advance client's interests).

Before Trustee's appointment, Movant's representation was solely to benefit TEUC because the underlying purpose of Movant's representation was to protect the residents of Park. Any motions filed or objections filed in the case in response to Debtor's various filings were made with the best interests of TEUC in mind and with no consideration as to the benefits for Debtor's estate as a whole, including Debtor's equity holder.

After Trustee's appointment, it was Trustee who negotiated and pushed forward the sale of the Park to SHE while also being significantly concerned with the repercussions of how accepting a potential overbid from a third party would affect the entire estate. Movant was adamant that Trustee not accept a higher offer from the third party at the sale hearing because the offer from SHE was in the best interests of TEUC. Further, the court does not agree with Movant's contention that the benefit to the estate and the benefit to the Park residents are the same because the outcome of sale to SHE was more in favor of the Park residents than the actual dollar amount coming into the estate for the benefit of Debtor's equity holder.

Therefore, the court finds that Movant's services rendered to TEUC solely or primarily benefited TEUC. Any benefit to the estate from the sale of the Park to SHE was merely incidental to the representation of Movant on behalf of TEUC and does not rise to the level of a substantial contribution under § 503(b) (3) (D).

C. Whether the services provided direct, significant and demonstrable benefit to the estate.

Compensation has been denied where the efforts on behalf of a creditor had a minimal positive impact on the estate or other creditors. See In re Lister, 846 F.2d 55 at 57 (although creditor's efforts may have resulted in some benefit to the estate, they failed to amount to substantial contribution); Jack Winter Apparel, 119 B.R. 629 at 633 (no award because insufficient evidence that counsel performed extraordinary services that led directly to significant and tangible benefits for other creditors, debtors, or estate).

Movant asserts that services rendered prior to Trustee being appointed assisted in the court deciding to appoint a chapter 11 trustee. Doc. #633. Further, in reply to Debtor's opposition, Movant believes that implying Movant is not entitled to any compensation on or after Trustee took over is overbroad. Doc. #678.

The court acknowledges Movant's vigorous representation of TEUC is a significant reason for the bankruptcy case resulting in TEUC's desired outcome, which was the sale of the Park to TEUC's favored buyer SHE. However, while Movant aided in drafting pleadings to bring facts to the court's attention

prior to the appointment of Trustee, such representation was for the benefit of TEUC and not the estate as a whole. After Trustee was appointed, the burden of the sale process lay with Trustee after Trustee's appointment. Movant's services after the chapter 11 trustee was appointed benefited TEUC but did not significantly benefit the estate as a whole.

D. Whether the services were duplicative of services rendered by attorneys for the committee, the committees themselves, or the debtor and its attorneys.

Debtor believes Movant's claimed benefits are duplicative and incidental because Movant's substantial contributions were either done by other people or were going to be done anyways. For example, Debtor asserts the bankruptcy case was on track to be transferred back to Fresno whether Movant had done anything or not and any work done after Trustee was appointed is duplicative to Trustee. Doc. #668. Movant asserts that this case was unique and that any substantial contributions made by Movant did not involve any kind of overlap. Doc. #678.

With respect to the transfer of Debtor's bankruptcy case to Fresno, it appears that both the Delaware bankruptcy court and the bankruptcy court in Sacramento were in the process of issuing orders to show cause regarding the transfer of this bankruptcy case to Fresno without the assistance of Movant. Moreover, after Trustee was appointed, it was Trustee who represented the interests of the entire estate, not Movant. As to matters for which Movant represented TEUC after the transfer of Debtor's bankruptcy case to Fresno, while those matters may not be duplicative, as discussed above, those matters were solely or primarily for the benefit of TEUC and not the entire estate.

CONCLUSION

Accordingly, Movant has not met its burden to show that Movant's services constitute as a substantial contribution so as to warrant compensation pursuant to 11 U.S.C. § 503(b) (3) (D).

Therefore, for the reasons set forth above, this motion is DENIED.

11. [26-10867](#)-A-7 **IN RE: EDDIE VINES**
[CLB-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-1-2026 [[17](#)]

LAKEVIEW LOAN SERVICING, LLC/MV
JOAQUIN NOLET/ATTY. FOR DBT.
CHAD BUTLER/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-31-2026 [\[11\]](#)

PENNYMAC LOAN SERVICES, LLC/MV
JAMES DOAN/ATTY. FOR DBT.
CHRISTINA KHIL/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, PennyMac Loan Services, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to real property located at 37920 Bay Ln, Squaw Valley, California 93675 ("Property"). Doc. #11.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least 19 complete pre- and post-petition payments. Movant has produced evidence that the last payment received on the loan to Movant was on July 9, 2024, and the debtor is delinquent by at least \$62,104.43. Decl. of Michael McCullough, Doc. #15.

The court also finds that the debtor does not have any equity in the Property and the Property is not necessary to an effective reorganization because the debtor is in chapter 7. The Property is valued at \$350,000.00 and the debtor owes \$446,875.13. McCullough Decl., Doc. #15.

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

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the debtor has failed to make at least 19 payments, both pre- and post-petition to Movant.

13. [24-12873](#)-A-7 **IN RE: GRIFFIN RESOURCES, LLC**
[DMG-1](#)

MOTION TO DISMISS CASE
4-8-2026 [\[482\]](#)

JEFFREY VETTER/MV
RILEY WALTER/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

14. [25-12382](#)-A-7 **IN RE: SLEEP FIT CORPORATION**
[FW-6](#)

MOTION FOR ADMINISTRATIVE EXPENSES
3-27-2026 [\[97\]](#)

IRMA EDMONDS/MV
RILEY WALTER/ATTY. FOR DBT.
GABRIEL WADDELL/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the 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 Sleep Fit Corporation, moves the court for an order authorizing the payment of \$20,259.65 to West Auctions ("Auctioneer") for additional expenses incurred to liquidate the assets of the bankruptcy estate. Doc. #97.

11 U.S.C. § 503(b)(1)(A)(i) states that, after notice and a hearing, administrative expenses shall be allowed for "the actual, necessary costs and expenses of preserving the estate including [] wages, salaries, and commissions for services rendered after the commencement of the case[.]" To be deemed an administrative expense, the claim must have arisen from a transaction with the trustee and directly and substantially benefitted the estate. Boeing N. Am., Inc. v. Ybarra (In re Ybarra), 424 F.3d 1018, 1025 (9th Cir. 2005) (citing Abercrombie v. Hayden Corp. (In re Abercrombie), 139 F.3d 755, 756 (9th Cir. 1998)).

On October 16, 2025, the court approved compensation of Auctioneer in the amount of \$65,850.00 for expenses for the work of consolidating and liquidating assets. Order, Doc. #45; Decl. of Irma Edmonds, Doc. #101. Auctioneer conducted two separate auctions that resulted in \$239,624.02 to the estate after deducting the approved compensation and expenses. Edmonds Decl., Doc. #101. However, Auctioneer incurred a total of \$86,109.65 in extraordinary expenses conducting the auctions. Id.; Decl. of Jeff Bradshaw, Doc. #100. Auctioneer requests reimbursement of additional expenses incurred to liquidate the assets in the bankruptcy estate in the amount of \$20,259.65 that Trustee deems were actual and necessary costs of preserving the estate. Id. Trustee has advised Auctioneer that it is possible that the bankruptcy estate could be administratively insolvent due to potential claims for post-petition lease payments, and it may be necessary to pay administrative claims on a pro rata basis. Edmonds Decl., Doc. #101.

Accordingly, this motion is GRANTED. The estate is authorized to pay \$20,259.65 for additional expenses incurred by Auctioneer to liquidate the assets in the bankruptcy estate. Trustee is authorized to make a payment of \$20,259.65 to Auctioneer from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

15. [25-22383](#)-A-7 **IN RE: WAYNE/CHRISTINE PARKER**
[DNL-5](#)

CONTINUED RE: MOTION TO SELL HEARING
3-23-2026 [[106](#)]

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

TENTATIVE RULING: This matter will proceed as scheduled for higher and better offers.

DISPOSITION: Granted.

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

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and Local Rule of Practice ("LBR") 9014-1(f)(2). At the original hearing on the motion held on April 15, 2026, no opposition to the relief requested in the motion was presented. Therefore, the defaults of the non-responding parties in interest are entered. However, there was an overbidder who could not appear at the April 15 hearing, and the moving party requested that the hearing be continued to April 22, 2026 at 1:30 p.m. At the continued hearing held on April 22, the original buyer was unclear about the date and time of the continued hearing and did not appear. The court continued the hearing again to May 6, 2026 at 1:30 p.m. to permit the original buyer to be present. This matter will proceed for higher and better offers only.

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

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

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

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

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

16. [26-11685](#)-A-7 **IN RE: RENEE REED**
[BDB-1](#)

MOTION TO EXTEND AUTOMATIC STAY
4-21-2026 [[10](#)]

RENEE REED/MV
BENNY BARCO/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

Debtor Renee Danielle Reed ("Debtor") moves the court for an order extending the automatic stay pursuant to 11 U.S.C. § 362(c) (3) (B). Doc. #10.

Debtor had a chapter 13 case pending within the preceding one-year period that was dismissed, Case No. 22-11252 (Bankr. E.D. Cal.) ("Prior Case"). The Prior Case was filed on July 25, 2022 and dismissed on November 17, 2025. Decl. of Renee Danielle Reed, Doc. #12. Under 11 U.S.C. § 362(c) (3) (A), if a debtor had a bankruptcy case pending within the preceding one-year period that was dismissed, then the automatic stay with respect to any action taken with respect to a debt or property securing such debt or with respect to any lease shall terminate with respect to the debtor on the 30th day after the filing of the current case. Debtor filed this case on April 16, 2026. Petition, Doc. #1. The automatic stay will terminate in the present case on May 16, 2026.

Section 362(c) (3) (B) allows the court to extend the stay "to any or all creditors (subject to such conditions or limitations as the court may then impose) after notice and a hearing completed before the expiration of the 30-day period only if the party in interest demonstrates that the filing of the later case is in good faith as to the creditors to be stayed[.]" 11 U.S.C. § 362(c) (3) (B).

Section 362(c) (3) (C) (i) creates a presumption that the case was filed not in good faith if the debtor: (1) filed more than one prior case in the preceding year; (2) failed to file or amend the petition or other documents without substantial excuse, provide adequate protection as ordered by the court, or perform the terms of a confirmed plan; or (3) has not had a substantial change in his or her financial or personal affairs since the dismissal, or there is no other reason to believe that the current case will result in a discharge or fully performed plan. 11 U.S.C. § 362(c) (3) (C) (i).

The presumption of bad faith may be rebutted by clear and convincing evidence. 11 U.S.C. § 362(c)(3)(C). Under the clear and convincing standard, the evidence presented by the movant must "place in the ultimate factfinder an abiding conviction that the truth of its factual contentions are 'highly probable.' Factual contentions are highly probable if the evidence offered in support of them instantly tilt[s] the evidentiary scales in the affirmative when weighed against the evidence offered in opposition." Emmert v. Taggart (In re Taggart), 548 B.R. 275, 288 n.11 (B.A.P. 9th Cir. 2016) (citations omitted) vacated and remanded on other grounds by Taggart v. Lorenzen, 139 S. Ct. 1795 (2019).

In this case, the presumption of bad faith arises only if Debtor had not had a substantial change in her financial or personal affairs since dismissal of the Prior Case. In support of this motion to extend the automatic stay, Debtor asserts the Prior Case was dismissed because she experienced a substantial reduction in income after being placed on state disability, which rendered Debtor unable to pay her required chapter 13 plan payments. Reed Decl., Doc. #12. Debtor states that her financial circumstances have changed because in December 2025, she returned to work and resumed regular employment. Id. Debtor has a stable income in the amount of \$3,360.50 per month but understands that Debtor still does not have enough income to fund a chapter 13 plan. Id. Because this case does not depend on a repayment plan, Debtor believes the circumstances leading to the dismissal of her Prior Case will not occur. Id. Further, Debtor has not incurred significant new debt since the Prior Case and has not engaged in any conduct that would indicate an abuse of the bankruptcy system. Id. Debtor has filed this bankruptcy case in order to obtain a fresh start and intends to fully comply with all duties required of a chapter 7 debtor. Id.

The court finds Debtor's explanation as to why the Prior Case was dismissed and the filing of a new chapter 7 case rebuts the presumption of bad faith that arose after Debtor's Prior Case was dismissed for delinquent plan payments and that Debtor's petition commencing this case was filed in good faith.

Accordingly, pending opposition being raised at the hearing, the motion will be GRANTED and the automatic stay extended for all purposes only as to those parties named in Debtor's motion (Doc. #10), unless terminated by further order of the court.

17. [25-26687](#)-A-7 **IN RE: GLENN JONES**
[RH-1](#)

MOTION TO APPROVE LOAN MODIFICATION
4-1-2026 [\[18\]](#)

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION/MV
SIMRAN HUNDAL/ATTY. FOR DBT.
ROSEMARY HONG/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Local Rule of Practice 9014-1(d)(3)(D) requires in relevant part that "[e]very motion or other request for relief shall be accompanied by evidence establishing its factual allegations and demonstrating that the movant is entitled to the relief requested." Here, there is no declaration filed with the

motion to approve loan modification (Doc. #18) or any analysis to support the relief sought by the movant. Since no evidence was filed or served with the motion to approve loan modification, the movant has not met its required burden of proof or complied with this court's Local Rules of Practice.

Accordingly, the motion is DENIED WITHOUT PREJUDICE.

18. [26-11827](#)-A-7 **IN RE: MICHELLE EADS**
[SAH-1](#)

MOTION TO COMPEL ABANDONMENT
4-24-2026 [7]

MICHELLE EADS/MV
SUSAN HEMB/ATTY. FOR DBT.
OST 4/27/26

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.

On April 27, 2026, the court granted the debtor's ex parte Motion for Order Shortening Time to hear the debtor's motion to compel abandonment. Order, Doc. #12. This motion was set for hearing on May 6, 2026 at 1:30 p.m. pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). 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.

Michelle Eads ("Debtor"), the chapter 7 debtor in this case, moves the court to compel the chapter 7 trustee to abandon business assets, specifically, hair stylist tools and equipment such as shears, clippers, blow dryer, flat iron, curling iron, color tools, rolling cart, hood dryer, capes and cases (collectively, the "Property"), that Debtor uses in her sole proprietorship hair salon. Doc. #7. Debtor asserts that Debtor has no non-exempt equity in the Property and the Property therefore has no value to the bankruptcy estate. Decl. of Michelle Eads, Doc. #8.

11 U.S.C. § 554(b) permits the court, on request of a party in interest and after notice and a hearing, to order the trustee to abandon property that is burdensome to the estate or of inconsequential value and benefit to the estate. Vu v. Kendall (In re Vu), 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). To grant a motion to abandon property, the bankruptcy court must find either that the property is (1) burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. Id. (citing Morgan v. K.C. Mach. & Tool Co. (In re K.C. Mach. & Tool Co.), 816 F.2d 238, 245 (6th Cir. 1987)). However, "an order compelling abandonment [under § 554(b)] is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset. . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." Id. (quoting K.C. Mach. & Tool Co., 816 F.2d at 246).

Here, Debtor does not allege that the Property is burdensome to the estate. Motion, Doc. #7. Therefore, Debtor must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. The Property is valued at \$500.00 and is not encumbered by any lien. Schedule A/B, Doc. #1; Schedule D, Doc. #1. Under California Civil Procedure Code § 703.140, Debtor claims a \$500.00 exemption in the Property. Schedule C, Doc. #1; Eads Decl., Doc. #8. Further, the only non-exempt asset is the goodwill of the business, which Debtor believes has no value because Debtor has no employees, and Debtor's business is completed entirely by Debtor's manual labor. Eads Decl., Doc. #8. The court finds that Debtor has met her burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED. The order shall specifically identify the property abandoned.

19. [26-11062](#)-A-7 **IN RE: DAVID BROWN**
[SAH-1](#)

MOTION TO COMPEL ABANDONMENT
4-27-2026 [15]

DAVID BROWN/MV
SUSAN HEMB/ATTY. FOR DBT.
OST 4/28/26

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.

On April 28, 2026, the court granted the debtor's ex parte Motion for Order Shortening Time to hear the debtor's motion to compel abandonment. Order, Doc. #20. This motion was set for hearing on May 6, 2026 at 1:30 p.m. pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). 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.

David Brown ("Debtor"), the chapter 7 debtor in this case, moves the court to compel the chapter 7 trustee to abandon business assets, specifically, a desk, computer and printer (collectively, the "Property"), that Debtor uses in his sole proprietorship IT consulting business. Doc. #15. Debtor asserts that Debtor has no non-exempt equity in the Property and the Property therefore has no value to the bankruptcy estate. Decl. of David Brown, Doc. #17.

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

"an order compelling abandonment [under § 554(b)] is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset. . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." Id. (quoting K.C. Mach. & Tool Co., 816 F.2d at 246).

Here, Debtor does not allege that the Property is burdensome to the estate. Motion, Doc. #15. Therefore, Debtor must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. The Property is valued at \$200.00 and is not encumbered by any lien. Schedule A/B, Doc. #1; Schedule D, Doc. #1. Under California Civil Procedure Code § 703.140, Debtor claims a \$200.00 exemption in the Property. Schedule C, Doc. #1; Brown Decl., Doc. #17. Further, the only non-exempt asset is the goodwill of the business, which Debtor believes has no value because Debtor has no employees, and Debtor's business is completed entirely by Debtor's manual labor. Brown Decl., Doc. #17. The court finds that Debtor has met his burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED. The order shall specifically identify the property abandoned.