



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Tuesday, May 14, 2024**

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

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

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

Please also note the following:

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [23-11332](#)-B-11 **IN RE: TWILIGHT HAVEN, A CALIFORNIA**
NON-PROFIT CORPORATION
[WJH-43](#)

OMNIBUS OBJECTION TO CLAIMS
3-28-2024 [\[532\]](#)

TWILIGHT HAVEN, A CALIFORNIA
NON-PROFIT CORPORATION/MV
RILEY WALTER/ATTY. FOR DBT.

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

DISPOSITION: Sustained.

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

Twilight Haven, a California nonprofit corporation ("Debtor") brings this *Omnibus Objection to Claims* under Fed. R. Bankr. P. 3007(d) (5) and 3007(e) as to certain claims ("the Claims") either filed by creditors or scheduled by Debtor at the outset of the case ("the Affected Creditors"). Doc. #532. Debtor does not object to the Claims on grounds of timeliness but rather on the grounds that they "satisfied or released" during the case. *Id.* The Omnibus Objection is directed to the claims of the following Affected Creditors who have scheduled claims:

- a. Colonial Life Premium Processing (scheduled);
- b. Eye Med (scheduled);
- c. Net Health (scheduled);
- d. Philadelphia Insurance Companies (scheduled);
- e. Pacific Shredding (scheduled);
- f. T-Mobile (scheduled);
- g. BankDirect Capital Finance (scheduled);
- h. TransAmercia Employee Benefits (scheduled); and
- i. TransAmerica Retirement Solutions (scheduled).

Doc. #534 (*Decl. of Kristine Williams*). The Objection is supported by the Williams Declaration and a list of Exhibits which purport to show that the claims of Affected Creditors have been paid in full.

This objection was set for hearing on 44 days' notice as required by Local Rule of Practice ("LBR") 3007-1(b) (1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f) (1) (B) may be deemed a waiver of any opposition to the sustaining of the objection. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be

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

11 U.S.C. § 502(a) states that a claim or interest, evidenced by a proof filed under section 501, is deemed allowed, unless a party in interest objects

Federal Rule of Bankruptcy Procedure 3001(f) states that a proof of claim executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim. If a party objects to a proof of claim, the burden of proof is on the objecting party. *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (B.A.P. 9th Cir. 2000).

The Objection is supported by evidence in the form of a Declaration and Exhibits which appear to demonstrate that the Claims have been satisfied. No party in interest has responded to the Objection. The defaults of all nonresponsive parties in interest will be entered, and this Objection will be **SUSTAINED**.

2. [23-11332](#)-B-11 **IN RE: TWILIGHT HAVEN, A CALIFORNIA**
NON-PROFIT CORPORATION
[WJH-44](#)

OBJECTION TO CLAIM OF PG&E, CLAIM NUMBER 25
3-28-2024 [[537](#)]

TWILIGHT HAVEN, A CALIFORNIA
NON-PROFIT CORPORATION/MV
RILEY WALTER/ATTY. FOR DBT.

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

DISPOSITION: Sustained.

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

Twilight Haven, a California nonprofit corporation ("Debtor") objects to Proof of Claim No. 25 ("the Claim") filed by PG&E ("Creditor") in the total amount of \$56,623.24 and based on "Utility Service." Doc. #537. Debtor filed this Chapter 11 case on June 22, 2023, and the *Notice of Chapter 11 Bankruptcy Case* generated by the clerk's office set August 31, 2023, as the bar date for non-governmental proofs of claim. Doc. #41. PG&E's Claim was not filed until March 28, 2024, which Debtor argues is untimely. *Id.*; Doc. #540 (*Exh. A*). The Objection is supported by the Declaration of Kristine Williams, CEO for the Debtor, and an Exhibit consisting of the Proof of Claim. Docs. ##539-40. *See also Docket generally.*

This objection was set for hearing on 44 days' notice as required by Local Rule of Practice ("LBR") 3007-1(b)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the sustaining of the objection. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a prima facie showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 502(a) states that a claim or interest, evidenced by a proof filed under section 501, is deemed allowed, unless a party in interest objects.

Federal Rule of Bankruptcy Procedure 3001(f) states that a proof of claim executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim. If a party objects to a proof of claim, the burden of proof is on the objecting party. *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (B.A.P. 9th Cir. 2000). Federal Rule of Bankruptcy Procedure 3003(c)(3) authorizes the court to set a claims bar date, which the court in this case set as August 31, 2024. Fed. R. Bankr. P. 3003(c)(3). An untimely filed proof of claim may be filed to the extent and under the conditions stated in Rule 3002(c)(2), (c)(3), (c)(4), and (c)(6), none of which appear to be implicated with regard to the Claim. *Id.*

The Objection is supported by evidence in the form of a Declaration and Exhibits which appear to demonstrate that the Claim is untimely, as well as the bar date and the filing date of the Claim, both of which the court has taken judicial notice. No party in interest has responded to the Objection. The defaults of all nonresponsive parties in interest will be entered, and this Objection will be **SUSTAINED**.

3. [23-11332](#)-B-11 **IN RE: TWILIGHT HAVEN, A CALIFORNIA**
NON-PROFIT CORPORATION
[WJH-45](#)

OBJECTION TO CLAIM OF MARLIN LEASING CORPORATION, CLAIM
NUMBER 19
3-28-2024 [[542](#)]

TWILIGHT HAVEN, A CALIFORNIA
NON-PROFIT CORPORATION/MV
RILEY WALTER/ATTY. FOR DBT.

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

DISPOSITION: Sustained.

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

Twilight Haven, a California nonprofit corporation ("Debtor") objects to Proof of Claim No. 19 ("Claim #19") filed by Marlin Leasing Company ("Marlin") in the total amount of \$53,199.05 and based on "Equipment Lease Agreements" ("the Marlin Lease"). Doc. #542. Debtor filed this Chapter 11 case on June 22, 2023, and the *Notice of Chapter 11 Bankruptcy Case* generated by the clerk's office set August 31, 2023, as the bar date for non-governmental proofs of claim. Doc. #41. Marlin timely filed Claim #19 on August 24, 2023. Doc. #545 (*Exhib. A*); POC #19.

However, Debtor argues that Claim #19 was for damages under an unexpired lease agreement, but Marlin filed it prior to the deadline to assume or reject leases. Doc. #542; Docket generally. Debtor did not reject the lease agreement underlying the Claim until September 25, 2023, with the rejection authorized by an order of this court dated October 18, 2023, and which set December 11, 2023, as the deadline to file a claim for damages resulting from the rejection. Doc. #231. Subsequently, Marlin neither filed a new Proof of Claim for lease rejection damages or amended Claim #19 to take the rejection into account. *Id.*

Based on the foregoing, Debtor objects to Claim #19 on the grounds that Claim #19 is inconsistent with Debtor's books and records and does not reflect actual damages from rejection of Marlin's lease. Doc. #542. Therefore, Debtor has no liability for Claim #19, which should be disallowed in its entirety. *Id.* The Objection is supported by the Declaration of Kristine Williams, CEO for the Debtor, and an Exhibit consisting of the Proof of Claim. Docs. ##544-45.

This objection was set for hearing on 44 days' notice as required by Local Rule of Practice ("LBR") 3007-1(b)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the sustaining of the objection. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party,

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

11 U.S.C. § 502(a) states that a claim or interest, evidenced by a proof filed under section 501, is deemed allowed, unless a party in interest objects.

Federal Rule of Bankruptcy Procedure 3001(f) states that a proof of claim executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim. If a party objects to a proof of claim, the burden of proof is on the objecting party. *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (B.A.P. 9th Cir. 2000). Federal Rule of Bankruptcy Procedure 3003(c)(3) authorizes the court to set a claims bar date, which the court in this case set as December 11, 2023, for claims arising from rejection of a lease. Fed. R. Bankr. P. 3003(c)(3).

The Objection is supported by evidence in the form of a Declaration and Exhibits which appear to demonstrate the relevant facts as alleged by Debtor: that Creditor prematurely filed a Proof of Claim and then failed to timely file a proper Proof of Claim or amend Claim #19 post-rejection.

The court notes a procedural defect that arose when the lease was originally rejected but which was not addressed at that time: Marlin is a corporation, and service on corporations is governed by Rule 7004(b)(3) which can be accomplished by mailing a copy of the pleadings to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process, and if required by statute, by also mailing a copy to the defendant. Fed. R. Bankr. P. 7004(b)(3). It appears, however, that Debtor did not comply with Rule 7004(b)(3) at the time of the original rejection of the lease. The Certificates of Service accompanying both Debtor's *Motion to Reject* and the court's subsequent *Order Authorizing Rejection* which set the December 11, 2023, deadline for filing post-rejection proofs of claim both indicate that the motion and the order were served on Marlin itself and on Rebecca Ercolino, who is listed as the "paralegal" who filed Claim #19. Docs. ##199, 265. Debtor did not serve either the motion to reject or the order granting same to the attention of an officer or other appropriate agent of Marlin. *Id.*

After due consideration, however, the court notes that Debtor properly served the instant *Objection* on "Marlin Leasing Corporation, Attn. Gregory Sting, CEO." Doc. #546. This satisfied Rule 7004(b)(3) and properly put Marlin on notice of Debtor's *Objection* and its basis. Marlin had sufficient notice of the *Objection* to argue lack of notice regarding the post-rejection bar

date had that been an issue, but Marlin did not avail itself of that opportunity. Accordingly, the court finds that the procedural defect in the original motion and order are not obstacles to sustaining the instant Objection.

No party in interest has responded to the Objection. The defaults of all nonresponsive parties in interest will be entered, and this Objection will be **SUSTAINED**.

11:00 AM

1. [24-10604](#)-B-7 **IN RE: SHAUN YANG**

PRO SE REAFFIRMATION AGREEMENT WITH TOYOTA MOTOR CREDIT CORPORATION
4-9-2024 [\[15\]](#)

NO RULING.

2. [24-10519](#)-B-7 **IN RE: SETH FREEMAN**

REAFFIRMATION AGREEMENT WITH TOYOTA MOTOR CREDIT CORPORATION
4-11-2024 [\[12\]](#)

TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Seth Freeman ("Debtor") and Toyota Motor Credit Corporation for a 2020 Toyota Tacoma ("Vehicle") was filed on April 11, 2024. Doc. #12.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

Here, the Vehicle is valued at \$32,975.00. The amount being reaffirmed by Debtor is \$39,410.28 with a 12.44% interest rate. Debtor has negative equity of \$6,435.28 with approximately 70 months (over five years) remaining on the loan and only \$69.24 remaining in the budget every month according to the Debtor's schedules.

The court finds no evidence that this Reaffirmation Agreement is in the best interest of the Debtor. Accordingly, the Reaffirmation Agreement between Debtor and Toyota Motor Credit Corporation will be DENIED.

3. [24-10562](#)-B-7 **IN RE: ISABEL/JOSE LUIS ROLDAN**

PRO SE REAFFIRMATION AGREEMENT WITH SNAP-ON CREDIT
4-23-2024 [[44](#)]

NO RULING.

1:30 PM

1. [24-10003](#)-B-7 **IN RE: MARIA LUNA MANZO**
[DMG-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR
ADEQUATE PROTECTION
4-12-2024 [\[46\]](#)

SHOGY AHMED/MV
JUSTIN HARRIS/ATTY. FOR DBT.
DAVID GILMORE/ATTY. FOR MV.
DISCHARGED 4/5/24

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

ORDER: The minutes of the hearing will be the court's
findings and conclusions. Prevailing party
shall prepare the order unless the court
orders otherwise at the hearing.

Creditor Shogy Ahmed ("Ahmed") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(4) with respect to real property located at Vacant Land, **APN: 393-230-04, Area of Kingsburg, CA 93631** (the "Property") so that Movant may take all steps necessary under state and federal law to commence or complete its foreclosure sale. Doc. #46. Movant requests that the order be binding and effective under § 362(d)(4) in any other bankruptcy purporting to affect Property for a period of two years after entry of the order. Movant also requests waiver of the 14-day stay of Federal Rule of Bankruptcy Procedure ("Rule") 4001(a)(3) and Cal. Civ. Code § 3924g(d).

Written opposition was not required and may be presented at the hearing.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014 1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults. 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. In the absence of any such opposition, the court is inclined to GRANT the motion.

The Debtor in this matter is Maria Guadalupe Luna Manzo ("Manzo"). On January 12, 2024, the court entered an order in the related case of *In re Vargas*, Case No. 23-12639 ("the Vargas Order"), finding debtor Juan Garcia Vargas ("Vargas") filed his petition as part of "a scheme to delay, hinder, or defraud creditors that involved the transfer of all or part ownership of the subject real property without the consent of the secured creditor or court approval." *Vargas*, 22-12639, Doc. #39 (quoting 11 U.S.C. § 362(d)(4)).

Specifically, the court found that the scheme was between Vargas and Manzo, who had by that time filed seven bankruptcies between them since February 2020, apparently for the sole purpose of protecting the Property from foreclosure by Movant. *Id.* The factual history of this scheme was fully outlined in the Vargas Order, except that since then, Manzo filed the instant chapter 7 proceeding, her eighth bankruptcy on January 1, 2024. Docs. ##1, 16.

On January 25, 2024, in response to a motion to lift stay brought by the Blackridge Corporation ("Blackridge"), the court entered in this case an *In Rem Order Vacating Automatic Stay* ("the Blackridge Order") as to the Property for substantially the same reasons as were elucidated in the Vargas Order. Doc. #37. The court reiterated the findings of the Vargas Order and found them equally applicable to Manzo's own bankruptcy. *Id.* The court vacated the stay as to Blackridge, which held a first deed of trust on the property, to allow Blackridge to commence/complete foreclosure proceedings. *Id.*

The court further held that, as was true in the Vargas Order, Manzo filed the petition in this case was part of "a scheme to delay, hinder, or defraud creditors that involved either transfer of all or part ownership of, or other interest in, [the Property] without the consent of [Blackridge] or Court approval; or multiple bankruptcy filings affecting such real Property." *Id.*

In both the Vargas Order and the Blackridge Order, the court lifted the stay as to the Property and waived the 14-day stay, and both orders by their terms were to be binding in any other bankruptcy case filed within two years after the date of the entry of the order. Doc. #37; Vargas, Doc. #39. Both orders stated that "[a] debtor in a subsequent case under Title 11 may move for relief from this order based on changed circumstances or for good cause shown after notice and a hearing." *Id.* Finally, the Blackridge Order authorized Blackridge to proceed with foreclosure against the Property notwithstanding the filing of any subsequent petition by Manzo, Vargas, or any third party within two years of the entry of the Blackridge Order.

This brings us to the instant matter in which Shogy seeks the same relief previously granted to Blackridge.

According to the moving papers, Ahmed is the holder of a second deed of trust encumbering the Property that was junior to Blackridge's deed of trust. Doc. #46 et seq. Before Blackridge could go forward with the foreclosure sale, Ahmed paid Blackridge the sum of \$240,000.00 to satisfy Blackridge's first deed of trust to protect Ahmed's position in the collateral, and no sale by Blackridge took place. *Id.* Ahmed also advises the court that Manzo also owes unpaid property taxes of more than \$50,000.00 and is subject to foreclosure by Fresno County, though any such foreclosure is currently stayed by the bankruptcy. *Id.*

According to Manzo's Schedule A/B, the Property is valued at \$700,000.00. Doc. #32 (Sched. A/B). Nonavoidable liens on Property as listed in Schedule D total \$699,000.00. *Id.* (Sched. D). The redemption amount for the unpaid Fresno County taxes was \$51,291.36

as of March 2024. Doc. #50 (Exhib. 5). Thus, the value of the Property as estimated by Manzo is completely encumbered by liens on the property.

The court has previously lifted the automatic stay as to Blackridge for cause due to its findings that Manzo's current petition is part of "a scheme to delay, hinder, or defraud creditors that involved the transfer of all or part ownership of the subject real property without the consent of the secured creditor or court approval." The same analysis holds true for Ahmed. Thus, it is not necessary to address Ahmed's §362(d)(4) arguments, as relief on that front has already been granted. However, the court will address Movant's arguments under § 362(d)(1) and § 362(d)(2) as they provide alternative grounds for lifting the stay.

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).

Here, Ahmed alleges that "cause" to grant relief under § 362 (d)(1) exists because Ahmed's loan matured and was all due and payable as of July 1, 2020, but Manzo has failed to make any payments on the loan. Doc. #46. Manzo also transferred an interest in the Property to Vargas without Ahmed's consent. *Id.* Rather than pay off Ahmed's note, Manzo has instead filed multiple bankruptcies (all swiftly dismissed for failure to provide documents or otherwise comply with her obligations under the Code). *Id.*

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make required payment under the loan agreement and the subsequent forbearance agreement. Ahmed has produced evidence that the entire balance of \$250,000.00 for his deed of trust is due and that an additional \$240,000.00 is also owed for the money Ahmed paid to extinguish the Blackridge deed of trust. Doc. #49.

11 U.S.C. § 362(d)(2) allows the court to grant relief from the stay if the debtor does not have an equity in such property and such property is not necessary for an effective reorganization. Here, the outstanding liens on the Property exceed its value. Furthermore, this most recent bankruptcy was filed under Chapter 7, which does not contemplate reorganization.

Unless opposition is presented at the hearing, the court intends to GRANT this motion. The Court having rendered findings of fact and conclusions of law pursuant to Federal Rule of Civil Procedure 52, as incorporated by Federal Rule of Bankruptcy Procedure 7052:

IT IS ORDERED that the automatic stay of 11 U.S.C. § 362(a) is vacated concerning real property located at Vacant Land, **APN: 393-230-04, Area of Kingsburg, CA 93631**; and

IT IS FURTHER ORDERED, pursuant to 11 U.S.C. § 362(d)(4) and the court's findings and conclusions as outlined in the Vargas Order and

the Blackridge Order, that the filing of the petition was part of a scheme to delay, hinder, or defraud creditors that involved either transfer of all or part ownership of, or other interest in, the aforesaid real property without the consent of the secured creditor or court approval; or multiple bankruptcy filing affecting such real property. The order shall be binding in any other case under Title 11 of the United States Code purporting to affect the real property described in the motion not later than two years after the date of entry of the order. A debtor in a subsequent case under Title 11 may move for relief from this order based on changed circumstances or for good cause shown after notice and a hearing.

IT IS FURTHER ORDERED, pursuant to 11 U.S.C § 362(d) (1) and (d) (2) that, as an alternative grounds for granting this motion, the stay should be lifted both "for cause" and because Manzo has no equity in the Property, and it is not necessary for a successful reorganization.

The 14-day stay of Fed. R. Bankr. P. 4001(a) (3) will be ordered waived due to the continued efforts of Manzo and Vargas to frustrate the rights of creditors through the filing of additional abusive bankruptcy filings.

2. [24-10526](#)-B-7 **IN RE: JARED/REBECA WORK**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-15-2024 [19]

TOYOTA MOTOR CREDIT
CORPORATION/MV
GRISELDA TORRES/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.

Toyota Motor Credit Corporation ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d) (1) and (d) (2) with respect to a 2022 Toyota 4Runner (V.I.N. JTERU5JR2N6047729) ("Vehicle"). Doc. #19.

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f) (1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f) (1) (B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran,*

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

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 an 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 Debtors have missed six pre-petition payments totaling \$6,861.23. Docs. ##22-23.

The court also finds that the Debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtors are in chapter 7. *Id.* The Vehicle is valued at \$41,000.00 and Debtors owe \$58,979.37. Doc. #23.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) to permit the 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. According to the Debtors' Statement of Intention, the Vehicle will be surrendered.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because Debtors have failed to make at least six pre-petition payments to Movant, and the Vehicle is a depreciating asset.

3. [23-12831](#)-B-7 **IN RE: EMANUEL SILVA**
[WJH-1](#)

MOTION TO AVOID LIEN OF BANK OF STOCKTON
4-1-2024 [\[24\]](#)

EMANUEL SILVA/MV
RILEY WALTER/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.

Emanuel Silva ("Debtor") moves for an order avoiding a judgment lien pursuant to 11 U.S.C. § 522(f) in favor of Bank of Stockton ("Creditor") in the sum of \$169,214.77 and encumbering residential real property located at 1610 Johnny Ave., Atwater, CA 95301 ("Property"). Doc. #24 *et seq.*

Debtor complied with Fed. R. Bankr. P. 7004(b) (3) by serving Creditor's registered agent for service of process via first class mail on June 15, 2023. Doc. #28. Debtor also complied with Rule 7004(h), which requires service to be made by **certified mail and addressed to an officer** unless one of three exceptions specified in subsections (h) (1) to (3) have been met. *Id.*

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

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

To avoid a lien under 11 U.S.C. § 522(f) (1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal

property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Here, a judgment was entered against Debtor in favor of Creditor in the amount of \$169,214.77 on January 23, 2023. Doc. #27 (*Exhib. D*). The abstract of judgment was issued on March 16, 2023, and was recorded in Merced County on April 14, 2023. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #15. Debtor estimates that the current amount owed on account of this lien is \$169,214.77. *Id.*

As of the petition date, Property had an approximate value of \$720,000.00. Doc. #1 (*Sched. A/B*). Debtor claimed a \$678,391.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. *Id.* (*Sched. C*).

Property is encumbered by a first deed of trust in favor of Mr. Cooper ("Mr. Cooper") in the amount of \$420,786.00. *Id.* (*Sched. D*). Property is also encumbered by a second deed of trust in favor of Bank of Stockton in the amount of \$49,685.00. *Id.* Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Mr. Cooper (1st DOT)	\$420,786.00		Unavoidable
2. Bank of Stockton (2nd DOT)	\$49,685.00		Unavoidable
3. Creditor	\$169,214.77	4/14/23	Avoidable

When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B). Here, Debtor seeks to avoid only one lien.

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

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

Amount of judgment lien		\$49,685.00
Total amount of unavoidable liens	+	\$470,471.00
Debtor's claimed exemption in Property	+	678,391.00
<i>Sum</i>	=	\$1,198,547.00
Debtor's claimed value of interest absent liens	-	\$720,000.00
Extent lien impairs exemption	=	\$478,547.00

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

Fair market value of Property		\$720,000.00
Total amount of unavoidable liens	-	\$470,471.00
Homestead exemption	-	678,391.00
Remaining equity for judicial liens	=	(\$428,862.00)
Creditor's judicial lien	-	\$49,685.00
Extent Debtor's exemption impaired	=	(\$478,547.00)

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

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

4. [16-11238](#)-B-7 **IN RE: MELLY SECUYA**
[DMG-2](#)

MOTION TO AVOID LIEN OF CAPITAL ONE (USA), N.A.
4-10-2024 [19]

MELLY SECUYA/MV
D. GARDNER/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Melly Perez Secuya ("Debtor") moves for an order avoiding a judgment lien pursuant to 11 U.S.C. § 522(f) in favor of Capital One Bank (USA), N.A. ("Creditor") in the sum of \$3,026.01 and encumbering residential real property located at 1817 Brown Street, Bakersfield, CA ("Property"). Doc. #19 *et seq.*

Debtor complied with Civ. Rule 7004(h), which requires service to be made by **certified mail and addressed to an officer** unless one of three exceptions specified in subsections (h)(1) to (3) have been met. Doc. #23. Debtor did not comply with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail, but the court concludes that, while serving both is probably good practice, 7004(b)(3) service is not strictly necessary where 7004(h) service was perfected.

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

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

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair

the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Here, a judgment was entered against Debtor in favor of Creditor in the amount of \$3,026.01 on January 13, 2016. Doc. #22 (*Exhib. A*). The abstract of judgment was issued on February 22, 2016, and was recorded in Kern County on March 29, 2016. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #22. Debtor estimates that the current amount owed on account of this lien is \$3,027.01. *Id.*

As of the petition date, Property had an approximate value of \$55,000.00. Doc. #1 (*Sched. A/B*). Debtor claimed a \$2,334.92 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.140(b)(1). *Id.* (*Sched. C*).

Property is encumbered by a first deed of trust in favor of Carrington Mortgage Services ("CMS") in the amount of \$52,665.07. *Id.* (*Sched. D*). Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. CMS	\$52,665.07		Unavoidable
3. Creditor	\$3,026.01	3/29/2010	Avoidable

When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B). Here, Debtor seeks to avoid only one lien.

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

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

Amount of judgment lien	\$3,026.01
Total amount of unavoidable liens	+ \$52,665.07
Debtor's claimed exemption in Property	+ 2,334.92
<i>Sum</i>	= \$58,026.00
Debtor's claimed value of interest absent liens	- \$55,000.00
Extent lien impairs exemption	= \$3,026.00

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

Fair market value of Property	\$55,000.00
Total amount of unavoidable liens	- \$52,665.07
Homestead exemption	- 2,334.92
Remaining equity for judicial liens	= \$0.01
Creditor's judicial lien	- \$3,026.01
Extent Debtor's exemption impaired	= (\$3,026.00)

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is insufficient equity to support any judicial liens. The court notes that, technically, there is \$0.01 in equity, but that is obviously de minimis and will not alter the court's assessment of the lien's impairment. The fixing of Creditor's judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided.

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

5. [18-15143](#)-B-7 **IN RE: RUSSELL/PAMELA NEWTON**
[FW-6](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL,
P.C. FOR PETER A, SAUER, TRUSTEES ATTORNEY(S)
4-10-2024 [\[47\]](#)

SCOTT LYONS/ATTY. FOR DBT.
PETER SAUER/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.

Fear Waddell, P.C. ("Applicant"), attorney for Chapter 7 Trustee James Salven ("Trustee"), requests final compensation in the sum of **\$22,108.60** under 11 U.S.C. § 330. Doc. #47. This amount consists of **\$21,938.00** in fees and **\$170.60** in expenses from March 12, 2019, through April 2, 2024. *Id.* This is Applicant's first and final fee application.

Trustee has executed a statement of consent dated April 3, 2024 indicating that Trustee has read the fee application and approves the same. Doc. #49.

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

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

The order authorizing Applicant's appointment as general counsel for Trustee was entered on July 24, 2019. Doc. #22.

Applicant's firm provided **81.70** billable hours, totaling **\$21,938.00** in fees which, in the interests of brevity, the court will not

itemize here. Doc. #51. Applicant also incurred **\$170.60** in expenses, as follows:

Postage	\$76.41
Reproduction	\$94.19
Total Expenses	\$170.60

Id. These combined fees and expenses total **\$22,108.60**.

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

Applicant's services here included, without limitation: Case administration; asset disposition; and fee/employment applications. Doc. #51.

There is a highly unusual amount of time expended on fee/employment applications described in this application. The narrative summary provided by applicant did explain that in addition to standard Trustee retention of general counsel, there were complications with special counsel. Doc. #51 Specifically, after special counsel was retained, counsel revealed after that another "trial" counsel was needed to try the case. Another employment application followed. Thereafter, yet another "trial counsel" was to be employed, followed by an arbitration. All these developments, in the court's view, justify the unusual amount of time spent on fee/employment applications, which will be approved. *Id.* The court finds these services and expenses reasonable, actual, and necessary. No party in interest timely filed written opposition and Trustee has consented to payment of the proposed fees. Doc. #49.

Applicant acknowledges that the estate is administratively insolvent, and that the estate cannot pay the full amount requested. Doc. #47. Applicant seeks for its full fees and costs to be paid pro rata with other administrative costs. *Id.*

Accordingly, this motion will be GRANTED. Applicant shall be awarded **\$21,938.00** in fees as reasonable compensation for services rendered and **\$170.60** in reimbursement of actual, necessary expenses on a final basis under 11 U.S.C. § 330. The Trustee is authorized to treat this award as an administrative expense and pay Applicant pro rata along with the other allowed administrative expenses.

6. [23-11175](#)-B-7 **IN RE: JASWINDER SINGH**
[DMG-1](#)

CONTINUED OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
9-5-2023 [[38](#)]

JEFFREY VETTER/MV
VINCENT GORSKI/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to June 5, 2024, at 11:00 a.m.,
Bakersfield Session

ORDER: The court will prepare the order.

This matter is hereby CONTINUED to **June 5, 2024, at 11:00 a.m.**-
Bakersfield Session to be heard in conjunction with the Status
Conference in the adversary proceeding *Vetter v. Singh et al*, 23-
01047 scheduled for that time.

7. [24-10794](#)-B-7 **IN RE: MALCOLM WALLS**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-11-2024 [[12](#)]

TD BANK, N.A./MV
LE'ROY ROBERSON/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.

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 2021 Ram 3500
("Vehicle"). Doc. #12. Movant also requests waiver of the 14-day
stay of Fed. R. Bankr. P. 4001(a)(3). Id.

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

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

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

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 an equity in such property and such property is not necessary to an effective reorganization.

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make at least five complete pre-petition payments and one post-petition payment plus late fees of \$396.66. The movant has produced evidence that Debtor is delinquent at least \$8,329.80. Docs. ##14, 18.

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 Debtor is in chapter 7. *Id.* The Vehicle is valued at \$70,475.00 and Debtor owes \$71,059.73. Docs. ##14, 18.

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

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