



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B - Courtroom #13
Fresno, California
Hearing Date: Thursday, May 14, 2026**

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

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

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

Please also note the following:

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**
[MB-45](#)

MOTION FOR ENTRY OF AN ORDER REFERRING PARTIES TO GLOBAL
MEDIATION AND APPOINTING A MEDIATOR
4-16-2026 [[708](#)]

THE ROMAN CATHOLIC BISHOP OF FRESNO/MV
HAGOP BEDOYAN/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

2. [26-10743](#)-B-11 **IN RE: C & S MARKET RESEARCH LLC**
[MJB-3](#)

MOTION TO EMPLOY MICHAEL JAY BERGER AS ATTORNEY(S)
4-16-2026 [[35](#)]

C & S MARKET RESEARCH LLC/MV
MICHAEL BERGER/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.

C & S Market Research LLC ("Debtor" or "DIP") moves for an order approving the appointment of Michael Jay Berger ("Berger") and the Law Offices of Michael Jay Berger ("the Firm") as its general bankruptcy counsel retroactive to February 25, 2026, pursuant to 11 U.S.C. § 328 and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure, with compensation pursuant to 11 U.S.C. §§ 330 and 331. Doc. #35 *et seq.* The motion is supported by:

1. The Declaration of Andrew Sanders ("Andrew"), managing member of Debtor;
2. The Declaration of Jeard Sanders ("Jeard"), managing member of Frequency Technologies, LLC ("FTL") and the father of Andrew;
3. The Declaration of Berger; and
4. Exhibits consisting of (a) Berger's Resume, (b) the Firm's Resume, and (c) the Fee Agreement between Debtor and the Firm.

Docs. #37-40.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR

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

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED.

According to the moving papers, Debtor retained the Firm to represent Debtor in its Chapter 11 proceedings. Debtor filed a pro se voluntary petition on February 25, 2026. Doc. #1. Debtor filed an earlier motion to employ the firm on March 16, 2026, but that application was denied without prejudice for procedural errors in notice. Docs. #15 et seq., ##29-30. Debtor has refiled the application and corrected the procedural errors.

Andrew and Jeard both state that FTL paid the Firm a \$25,000.00 retainer, plus \$1,738.00 towards the filing fee, in separate payments between February 17, 2026, and February 25, 2026. Docs. ##37-38. They further declare that this retainer payments was a gift contribution from FTL to Debtor, that FTL is not a creditor to Debtor, and that FTL will not seek repayment of the gift. *Id.*

The Firm's prepetition fees were \$1,419.00, and Firm's prepetition costs were \$1,738.00 for the Chapter 11 filing fee. *Id.* The unearned retainer of \$23,581.00 will be maintained in the Firm's client trust account until court authorization is obtained pursuant to 11 U.S.C. § 330. *Id.*

Berger declares that he will be billing Debtor for services at a rate of \$695.00 per hour for Berger, \$645.00 per hour for the services of Sofya Davtyan (Berger's partner), \$475.00 for the services of Robert Poteete (a mid-level associate attorney at the Firm, \$275.00 for the services of bankruptcy senior paralegals and law clerks, and \$200.00 for the services of non-senior paralegals. Doc. #39. Berger further declares that the Firm's post-petition legal services for Debtor commenced on February 26, 2026, the day after the petition date. *Id.*

Pursuant to the Employment Agreement, the Firm will apply for court approval of compensation and reimbursement awards in conformity with

11 U.S.C. § 330 and § 331, with interim fee applications filed no more often than every 120 days. Doc. #35.

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

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

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

Berger's Declaration avers that:

Other than as set forth herein, the Firm has not in the past represented the Debtor, its insiders, or affiliates. To the best of my and other members of the Firm's knowledge, no person in the Firm has any relationship or connection with the Debtor's creditors or other parties in interest or respective attorneys or accountants or the related entities except as set forth herein.

Doc. #39.

No party in interest has responded to this Application. Based on the moving papers, the court finds that Applicant does not hold or represent an interest adverse to the estate and is a "disinterested person," and this motion will be GRANTED.

3. [25-26371](#)-B-11 **IN RE: SCRIPPS TWO, LLC**
[ROC-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-13-2026 [[94](#)]

ROIOF SERIES/MV
GABRIEL LIBERMAN/ATTY. FOR DBT.
SHARON WEISS/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

4. [25-13979](#)-B-11 **IN RE: SAVI CONSTRUCTION LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V
VOLUNTARY PETITION
11-26-2025 [[1](#)]

LEONARD WELSH/ATTY. FOR DBT.

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

DISPOSITION: Continued to June 16, 2026, at 9:30 a.m.

ORDER: The court will prepare the order.

It is hereby ORDERED that this Status Conference is CONTINUED to June 16, 2026, at 9:30 a.m. to be heard with Debtor's motion to confirm modified Plan.

5. [25-13979](#)-B-11 **IN RE: SAVI CONSTRUCTION LLC**
[YW-6](#)

CONFIRMATION HEARING RE: AMENDED CHAPTER 11 SMALL BUSINESS
SUBCHAPTER V PLAN
3-25-2026 [[110](#)]

LEONARD WELSH/ATTY. FOR DBT.
PLAN WITHDRAW

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

DISPOSITION: Withdrawn.

No order is required.

On April 27, 2026, Savi Construction LLC ("Debtor") withdrew the *First Amended Chapter 11 Small Business Subchapter V Plan*. Doc. #124.

Accordingly, the Plan is WITHDRAWN, and this Confirmation Hearing will be DROPPED from the calendar.

11:00 AM

1. [26-10671](#)-B-7 **IN RE: SALLY HANSON**

PRO SE REAFFIRMATION AGREEMENT WITH BANK OF STOCKTON
4-21-2026 [[16](#)]

BYRON NELSON/ATTY. FOR DBT.

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

DISPOSITION: Removed from calendar subject to below condition.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Sally Jane Hanson ("Debtor") and Bank of Stockton for a 2023 Honda Ridgeline was filed on April 21, 2026. Doc. #16.

The court is not approving or denying approval of the reaffirmation agreement. Debtor was represented by counsel when she 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. Ok, 2009) (emphasis in original). The reaffirmation agreement, in the absence of a declaration by 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 the reaffirmation agreement properly signed and endorsed by the attorney. If so filed, Debtor to set new hearing date with notice to all necessary parties.

2. [25-14184](#)-B-7 **IN RE: JASON HOGAN**

REAFFIRMATION AGREEMENT WITH HARLEY-DAVIDSON CREDIT CORP.
3-5-2026 [[14](#)]

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 Jason Allen Hogan ("Debtor") and Harley-Davidson Credit Corporation for a 2021 Harley-Davidson Road Glide SP was filed on March 5, 2026. Doc. #14. Both the reaffirmation agreement and the bankruptcy schedules show that reaffirmation of this debt creates a presumption of undue hardship which has not been rebutted in the reaffirmation agreement.

Debtor was represented by counsel when entering 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. Ok. 2009) (emphasis in original). In this case, Debtor's attorney affirmatively represented that the agreement established a presumption of undue hardship, but that in his opinion, Debtor is able to make the required payments. Doc. #14 Part C. Therefore, the agreement does not meet the requirements of § 524(c)(3)(B).

Accordingly, the Reaffirmation Agreement between Debtor and Harley-Davidson Credit Corporation will be DENIED.

3. [26-10791](#)-B-7 **IN RE: MELISSA DEL REAL GUDIN**

REAFFIRMATION AGREEMENT WITH 21ST MORTGAGE CORPORATION
3-18-2026 [[15](#)]

SCOTT LYONS/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 Melissa Rene Del Real Gudín ("Debtor") and 21st Mortgage Corporation for a 1973 Bendix Manufactured Home ("Property") was filed on March 18, 2026. Doc. #15.

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."

Debtor's Schedule J and Amended Schedule J do not include a space rental fee. Docs. #1, #13. To include this fee would create a presumption of undue hardship.

The court finds no evidence that this Reaffirmation Agreement is in the best interest of the Debtor. Accordingly, approval of the Reaffirmation Agreement between Debtor and 21st Mortgage Corporation will be DENIED.

4. [26-10492](#)-B-7 **IN RE: CHRISTIAN/SYDNEE JANDRO**

PRO SE REAFFIRMATION AGREEMENT WITH FOUNDATION FINANCE
COMPANY, LLC
4-22-2026 [\[15\]](#)

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 Christian Jacob Jandro and Sydnee Kaemari Jandro ("Debtors") and Foundation Finance Company, LLC for a Patio Cover was filed on April 22, 2026. Doc. #15.

Debtors were represented by counsel when they 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. Ok, 2009) (emphasis in original). The reaffirmation agreement, in the absence of a declaration by Debtors' counsel, does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable. Here, page 7 of the reaffirmation agreement is missing.

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."

The lack of a signature by Debtors' counsel is moot here as this debt with its remaining term and the current value is not in the Debtors'

best interest. Accordingly, approval of the Reaffirmation Agreement between Debtors and Foundation Finance Company, LLC will be DENIED.

5. [26-10493](#)-B-7 **IN RE: CONNIE BURBACK**

REAFFIRMATION AGREEMENT WITH CARMAX AUTO FINANCE
3-11-2026 [[16](#)]

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 Connie Burback ("Debtor") and CarMax Auto Finance for a 2012 BMW 328 was filed on March 11, 2026. Doc. #16. Both the reaffirmation agreement and the bankruptcy schedules show that reaffirmation of this debt creates a presumption of undue hardship which has not been rebutted in the reaffirmation agreement.

Debtor was represented by counsel when entering 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. Ok. 2009) (emphasis in original). In this case, Debtor's attorney affirmatively represented that the agreement established a presumption of undue hardship. Doc. #16, Part C. Therefore, the agreement does not meet the requirements of § 524(c)(3)(B).

Accordingly, the Reaffirmation Agreement between Debtor and CarMax Auto Finance will be DENIED.

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 Debtors in favor of Creditor in the amount of \$9,724.59 on December 23, 2024. Doc. #22 (Exhibit A). The abstract of judgment was issued on February 6, 2025, and was recorded in Merced County on March 11, 2025. *Id.* That lien attached to Debtor's interest in Property. *Id.*

As of the petition date, Property had an approximate value of \$432,000.00. Doc. #1 (Schedule A/B). Debtors claimed a \$432,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (Schedule C).

Property is encumbered by a first deed of trust in favor of Freedom Mortgage ("Freedom") in the amount of \$266,573.94. Doc. #1 (Schedule D). Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Freedom	\$266,573.94	N/A	Unavoidable
2. Creditor	\$9,724.59	03/11/25	Avoidable

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

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

impairment calculation. § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien to be avoided are grouped with the unavoidable liens for purposes of this analysis.

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

Amount of judgment lien		\$9,724.59
Total amount of unavoidable liens (incl. liens not yet avoided)	+	266,573.94
Debtor's claimed exemption in Property	+	\$432,000.00
<i>Sum</i>	=	\$708,298.53
Debtor's claimed value of interest absent liens	-	\$432,000.00
Extent lien impairs exemption	=	\$276,298.53

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:

Amount of judgment lien		\$9,724.59
Total amount of unavoidable liens (incl. liens not yet avoided)	+	266,573.94
Debtor's claimed exemption in Property	+	\$432,000.00
<i>Sum</i>	=	\$708,298.53
Debtor's claimed value of interest absent liens	-	\$432,000.00
Extent lien impairs exemption	=	\$276,298.53

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.

2. [22-11907](#)-B-7 **IN RE: FREON LOGISTICS**
[DMG-23](#)

MOTION TO APPROVE DIVISION OF NOTE PROCEEDS FROM SALE OF
PERSONAL PROPERTY PURSUANT TO 11 U.S.C. SECTION 363(B)
4-7-2026 [\[1300\]](#)

JEFFREY VETTER/MV
LEONARD WELSH/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: The moving party will prepare the order in conformity
with this ruling.

Jeffrey M. Vetter ("Trustee"), chapter 7 Trustee in the above-styled case, moves for an order approving the division of note proceeds from the sale of personal property pursuant to 11 U.S.C. § 363(b). Doc. #1300 *et seq.*

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

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED.

Freon Logistics ("Debtor" or "Freon") filed for Chapter 11 on November 8, 2022, and converted the case to Chapter 7 on December 14, 2022. Docs. #1, #290. Trustee was appointed that same day. Doc. #291. On February 10, 2026, the court approved Trustee's motion to sell the estate's interest in a note secured by a deed of trust on real property located at 1216 L Street, Bakersfield, CA ("the Property") to Valley Mortgage Investment ("VMI") pursuant to 11 U.S.C. § 363, and

subject to higher and better bids at the hearing. Doc. #1298. Debtor was holder of the note with a balance of \$175,193.72 owing as of the sale date. Doc. #1302 (Decl. of Jeffrey Vetter).

At the sale hearing, the Property eventually went to bidder Corlar LLC, dba 20 Capital ("Corlar") for \$134,000.00, with VMI's \$133,000.00 as the backup bid. Doc. #1306.

Trustee declares that the note proceeds are subject to a UCC-1 financing statement recorded with the California Secretary of State in favor of the Sodalitas 216 Truste ("the Trust") on behalf of RTS Financial Services ("RTS"). *Id.* Trustee further declares that mortgagor for the note paid regularly during the pendency of this case, with the Trustee collecting and holding payments in the total amount of \$25,944.45. *Id.*

Trustee proposes to split the sale proceeds 50/50 with the Trust, dividing the \$134,000.00 sale price and the \$25,944.45 in post-petition payments in two, with the Trustee and the Trust each taking \$79,972.22. Doc. #1302.

Trustee declares that he views this process and resolution as akin to a compromise of a claim under Bankruptcy Rule 9019, and the familiar four-part test from *In re A & C Props.*, 784 F.2d 1377, 1381 (9th Cir. 1986) and *In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988) governing approval of the motion. *Id.* Trustee addresses these factors thusly:

1. Probability of Success. Absent a split, Trustee believes that he will be required to turn over the entirety of the sale proceeds to the Trust. Thus, the settlement yields a better outcome for the estate than not settling.

2. Difficulties of Collection. This is a non-factor because the funds at issue are on hand.

3. Difficult of Litigation. Trustee asserts that litigation is not difficult, but the outcome if litigated would not favor the estate.

4. Interest of the Creditors. Trustee opines that settlement is in the best interests of creditors because it obtains a sum certain for the estate.

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

Accordingly, this motion to divide the note proceeds will be GRANTED. Trustee is authorized to split the proceeds and the payments held by Trustee between the estate and the Trust.

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

3. [22-11907](#)-B-7 **IN RE: FREON LOGISTICS**
[JMV-2](#)

MOTION FOR ADMINISTRATIVE EXPENSES
4-14-2026 [\[1307\]](#)

JEFFREY VETTER/MV
LEONARD WELSH/ATTY. FOR DBT.
D. GARDNER/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.

Chapter 7 trustee Jeffrey Vetter ("Trustee") seeks authority to pay administrative tax claims owed to the Franchise Tax Board ("FTB") in the minimum amount of \$853.00 for tax year 2025 and \$800.00 for tax for the tax year 2026. Doc. #1307. Trustee also requests to be authorized to pay up to \$1,600.00 for any unexpected tax liabilities without further court approval. *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 amounts of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987).

Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 503 allows an entity to file a request for payment of administrative expenses. After notice and a hearing, payment of certain administrative expenses shall be allowed, other than those specified in § 502(f), including:

- (B) any tax—
 - (i) incurred by the estate, whether secured or unsecured, including property taxes for which liability is in rem, in personam, or both, except a tax of a kind specified in section 507(a)(8) of this title; or
 - (ii) attributable to an excessive allowance of a tentative carryback adjustment that the estate received, whether the taxable year to which such adjustment relates ended before or after commencement of the case;
- (C) any fine, penalty, or reduction in credit relating to a tax of a kind specified in subparagraph (B) of this paragraph; and
- (D) notwithstanding the requirements of subsection (a), a governmental unit shall not be required to file a request for the payment of an expense described in subparagraph (B) or (C), as a condition of its being an allowed administrative expense[.]

11 U.S.C. § 503(b)(1)(B-D). Under 28 U.S.C. § 960(b), trustees are required to pay estate taxes on or before the date they become due even if the respective tax agency does not file a request for administrative expenses. *Dreyfuss v. Cory (In re Cloobek)*, 788 F.3d 1243, 1246 (9th Cir. 2015).

Freon Logistics ("Debtor" or "Freon") filed for Chapter 11 on November 8, 2022, and converted the case to Chapter 7 on December 14, 2022. Docs. #1, #290. Trustee was appointed that same day. Doc. #291. The court approved Trustee's motion to employ Ratzlaff, Tamberi & Wong ("Accountant") as accountants on April 12, 2023. Doc. #1035. According to Accountants, Debtor has outstanding tax balances owed to the FTB in the amount of \$853.00 and \$800.00, the minimum amounts due for 2025 and 2026, respectively. Doc. #1309 (Decl. of Jeffrey Vetter).

Trustee asks for an order allowing payment of the aforementioned sums to FTB. Doc. #1307. Trustee also requests authorization to pay up to \$1,600.00 as needed for any additional tax liabilities without further order of the court. *Id.*

This motion was fully noticed and no party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Trustee will be authorized to pay, in Trustee's discretion, \$853.00 and

\$800.00 to FTB for tax years 2025 and 2026. Further, Trustee will be authorized to pay an additional amount not to exceed \$1,600.00 for any unexpected tax liabilities without further court approval.

4. [25-10510](#)-B-7 **IN RE: APRIL GALAVIZ**
[JCW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
3-30-2026 [[19](#)]

FINANCIAL SERVICES VEHICLE TRUST/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.
DISCHARGED 6/2/25

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

DISPOSITION: Denied as moot.

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

This motion relates to an executory contract or lease of personal property. The case was filed on February 21, 2025, and the lease was not assumed by the chapter 7 trustee within the time prescribed in 11 U.S.C. § 365(d)(1). Pursuant to § 365(p)(1), the leased property is no longer property of the estate and the automatic stay under § 362(a) has already terminated by operation of law.

Since there is no opposition from the debtor, the court is unaware if debtor exercised her option to assume the lease under § 365(p)(2).

Movant may submit an order denying the motion and confirming that the automatic stay has already terminated on the grounds set forth above. No other relief is granted. No attorney fees will be awarded in relation to this motion.

5. [25-12325](#)-B-7 **IN RE: CHRISTIAN/ANTHONY ROMO**
[TJP-1](#)

CONTINUED STATUS CONFERENCE RE: MOTION TO DISMISS CASE
PURSUANT TO 11 U.S.C. SECTION 707(B)
10-6-2025 [[16](#)]

BAKERSFIELD UNIVERSITY PARTNERS, LP/MV
NEIL SCHWARTZ/ATTY. FOR DBT.
THOMAS POLIS/ATTY. FOR MV.

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

DISPOSITION: Concluded and dropped from the calendar.

ORDER: No order is required.

On May 11, 2026, Creditors' R. Alan Bradley and Bakersfield University Partners, LP (collectively "Creditors"), movants in this *Motino to Dismiss pursuant to 11 U.S.C. § 707(b)*, have withdrawn the motion. Doc. #57. Accordingly, this Status Conference will be CONCLUDED and DROPPED from the calendar.

6. [25-13531](#)-B-7 **IN RE: KEVIN DOYLE**
[ICE-2](#)

MOTION TO EMPLOY WEST AUCTIONS, INC. AS AUCTIONEER(S)
3-27-2026 [[37](#)]

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

Chapter 7 trustee Irma Edmonds ("Trustee") seeks authorization to employ West Auctions, Inc. ("Auctioneer") under 11 U.S.C. § 328 to sell the estate's interest in a 2017 GMC Acadia ("the Vehicle") at public auction under § 363(b)(1) and compensate Auctioneer under §§ 327(a) and 328. Doc. #37 *et seq.* By separate motion, Trustee also seeks approval to sell the Vehicle. *See Item #7, below.* Trustee proposes to compensate Auctioneer with a 15% commission on the eventual gross sale proceeds, as well as reimbursement of expenses estimated to be \$1,615.00. *Id.*

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

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED.

Employment and Compensation

This motion affects the proposed disposition of estate assets and Auctioneer. Under Fed. R. Civ. P. ("Civ. Rule") 21 (Rule 7021 incorporated in contested matters under Rule 9014(c)), the court will exercise its discretion to add Auctioneer as a party.

11 U.S.C. § 327 allows the trustee, with the court's approval, to employ one or more attorneys, accountants, auctioneers, or other professional persons to represent or assist the trustee in carrying out the trustee's duties. The professional is required to be a disinterested person and neither hold nor represent interests adverse to the estate. § 327(a).

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

Under these sections, Trustee requests to employ and compensate Auctioneer by paying: (i) a 15% commission on the gross proceeds from the sale; and (ii) estimated expenses not to exceed \$1,615.00 for

storage, DMV-related costs, transportation, labor, and marketing. Doc. #39 (Declaration of Jeff Bradshaw of West Auctions, Inc.).

Bradshaw declares that Auctioneer is a disinterested person as defined in § 101(14) and does not hold any interests adverse to the estate in accordance with § 327(a). *Id.* Auctioneer does not have any connection with any creditors, parties in interests, their attorneys, accountants, the U.S. Trustee, or anyone employed by the U.S. Trustee. *Id.* Additionally, no agreement exists between Auctioneer or any other person for the sharing of compensation received by Auctioneer in connection with the services rendered. *Id.*

In the moving papers, Trustee avers that it is necessary to employ Auctioneer to liquidate Vehicle. Doc. #37. Trustee believes that the proposed fees and expenses for services are reasonable and customary for the services to be rendered by Auctioneer. *Id.* Auctioneer will assist Trustee by (1) actively advertising the sale of the property, (2) generally performing and assisting Trustee in matters customarily done and performed by auctioneers in connection with an auction sale of property. *Id.*

The court will authorize Auctioneer's employment pursuant to 11 U.S.C. §§ 327(a), 328 and authorize Trustee to pay the 15% commission, and up to \$1,600.00 for expenses as prayed.

7. [25-13531](#)-B-7 **IN RE: KEVIN DOYLE**
[ICE-3](#)

MOTION TO SELL AND/OR MOTION FOR COMPENSATION FOR
WEST AUCTIONS, INC., AUCTIONEER(S)
3-27-2026 [[41](#)]

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

Chapter 7 trustee Irma Edmonds ("Trustee") seeks authorization to sell the estate's interest in personal property of Kevin Doyle ("Debtor") in the form of a 2017 GMC Acadia ("Vehicle") at auction. Doc. #41 *et seq.* The auction is scheduled for May 29, 2026, at 10:00 a.m. at 1455 E. Kentucky Ave., Woodland, CA 95776. *Id.* Trustee also seeks approval of compensation for employ West Auctions, Inc. ("Auctioneer") in an amount equal to 15% of the eventual sale price, plus reasonable expenses estimated to be \$1,615.00. *Id.*

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

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED.

Proposed Sale

11 U.S.C. § 363(b)(1) allows the trustee to "sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under 11 U.S.C. § 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 North Brand Partners, Ltd. v. Colony GFP Partners, Ltd. P'ship (In re 240 N. Brand Partners, Ltd.)*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996); *In re Wilde Horse Enters., Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the trustee's judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." *Alaska Fishing Adventure, LLC*, 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.*, citing *In re Psychometric Sys., Inc.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007); *In re Bakalis*, 220 B.R. 525, 531-32 (Bankr. E.D.N.Y. 1998).

Here, Vehicle is listed in the Schedules as having an estimated value of \$5,500.00. Doc. #19 (Amended Schedule A/B, line 3.1). Debtor claims a \$4,850.00 exemption in the Vehicle. Doc. #19 (Amended Schedule C). But the Trustee objected to that claimed exemption, and the court

sustained that objection. Docs. #21, #32. The Vehicle appears to be unencumbered.

If Trustee sells Vehicle at public auction at the scheduled sale price under § 363(b) and Debtor's initial exemption is considered valid, then the proposed sale would be illustrated as follows:

Sale price	\$5,500.00
Auctioneer fees (15%)	\$825.00
Estimated expenses (\leq \$1,615.00)	\$1,615.00
Debtors' exemption	\$0.00
Estimated net proceeds (\geq)	\$3,060.00

Trustee believes that using the auction process to sell Vehicle will result in the quickest liquidation for the best possible price because it will be exposed to many prospective purchasers. Doc. #43 (Decl. of Irma Edmonds). Based on Trustee's experience, this could yield the highest net recovery to the estate, both in terms of time efficiency and the amount that will be realized from the sale. *Id.*

Sale by auction under these circumstances should maximize potential recovery for the estate such that the sale of the Vehicle would be in the best interests of the estate if it will provide liquidity to the estate that can be distributed for the benefit of unsecured claims. The sale appears to be supported by a valid business judgment and proposed in good faith. Therefore, this sale is an appropriate exercise of Trustee's business judgment and will be given deference.

Conclusion

This motion will be GRANTED. Trustee will be permitted to employ Auctioneer, sell the Vehicle at public auction, and pay Auctioneer for its services as outlined above. If the sale is completed, Trustee will be authorized to compensate Auctioneer on a percentage collected basis: 15% of gross proceeds from the sale and payment of up to \$1,615.00 for expenses.

8. [25-14336](#)-B-7 **IN RE: DANIEL COLE AND DANIELLE WOODBRIDGE**
[ARM-1](#)

MOTION TO AVOID LIEN OF LAWRENCE TELLES AND
SUSAN GENE PARRIS
3-30-2026 [\[17\]](#)

DANIELLE WOODBRIDGE/MV
ASHLEY MAJORS/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.

Daniel Cole and Danielle Woodbridge ("Debtors") move for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Lawrence Telles and Susan Gene Parris (collectively "Creditor") in the sum of \$8,555.00 and encumbering residential real property located at 130 E. Prosperity Avenue, Tulare, CA ("Property"). Doc. #17 *et seq.*

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditors (both individuals) at their place of residence via first class mail on March 30, 2026. Doc. #21.

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 Debtors in favor of Creditors in the amount of \$8,555.00 on January 2, 2025. Doc. #20 (Exhibit B). The abstract of judgment was issued on May 23, 2026, and was recorded in Tulare County on June 13, 2025. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #19 (Debtors' Joint Declaration). Debtor estimates that the current amount owed on account of this lien is \$8,555.00. *Id.*

The court notes some peculiarities in the Schedules as they pertain to the Property. According to Schedule A/B, the Property had an approximate value of \$401,600.00, but the current value of the portion owned by Debtors is only \$200,800.00. Doc. #1 (Schedule A/B). Schedule C reiterates that the current value of the portion owned by Debtors is \$200,800.00, but Debtors claim a \$401,600.00 exemption pursuant to Cal. Code Pro. ("CCP") § 704.730. Doc. #1 (Schedule C). In other words, Debtors claim an exemption equal to the full amount of the Property's value, even though they only assert a 1/2 interest in the Property. No indication is given as to who owns the other 50% of the Property (assuming that the listed value of the portion owned by Debtors is not erroneous).

Property is encumbered by a first deed of trust in favor of Lakeview Loan Servicing ("Lakeview") in the amount of \$202,421.82. Doc. #1 (Schedule D). Property is also encumbered by a second deed of trust, also in favor of Lakeview, in the amount of \$15,960.57. *Id.* There is no indication of whether the entity who holds the other 50% of the Property is also on the mortgage.

Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Lakeview 1	\$202,421.82	n/a	Unavoidable
2. Lakeview 2	\$15,960.57	n/a	Unavoidable
3. Creditor	\$8,555.00	06/13/25	Avoidable

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

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

The confusion regarding the ownership of the Property and Debtors' interest in it prevents easy application of the *Hanger/Brantz* approaches for determining whether a lien can be avoided. Assuming that Debtor's claimed value of interest is equal to \$200,800.00, strict application of the § 522(f)(2) formula with respect to Creditor's junior lien is illustrated as follows:

Amount of judgment lien		\$8,555.00
Total amount of unavoidable liens (incl. liens not yet avoided)	+	218,382.39
Debtor's claimed exemption in Property	+	\$401,600.00
<i>Sum</i>	=	\$628,537.39
Debtor's claimed value of interest absent liens	-	\$200,800.00
Extent lien impairs exemption	=	\$427,737.39

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		\$200,800.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	\$218,382.39
Homestead exemption	-	401,600.00
Remaining equity for judicial liens	=	(\$419,182.39)
Creditor's judicial lien	-	\$8,555.00
Extent Debtor's exemption impaired	=	(\$427,737.39)

On the other hand, if Debtors are presumed to have an interest in the entire value of the Property or, alternatively, to have a homestead exemption limited to their 50% interest in the home, application of the two formulas would look like this:

Amount of judgment lien		\$8,555.00
Total amount of unavoidable liens (incl. liens not yet avoided)	+	218,382.39
Debtor's claimed exemption in Property	+	\$401,600.00
<i>Sum</i>	=	\$628,537.39
Debtor's claimed value of interest absent liens	-	\$401,600.00
Extent lien impairs exemption	=	\$226,937.39

Fair market value of Property		\$401,600.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	\$218,382.39
Homestead exemption	-	401,600.00
Remaining equity for judicial liens	=	(\$218,382.39)
Creditor's judicial lien	-	\$8,555.00
Extent Debtor's exemption impaired	=	(\$226,937.39)

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

Debtors have 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.

9. [25-14245](#)-B-7 **IN RE: ANDREW/HAILEY MELLO**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-10-2026 [[21](#)]

TOYOTA MOTOR CREDIT CORPORATION/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.
DISCHARGED 4/6/26

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

DISPOSITION: Continued to May 27, 2026, at 1:30 p.m.

ORDER: The court will issue an order.

The movant, 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 2025 Toyota Camry H (V.I.N. 4T1DBADK3SU511996) ("Vehicle"). Doc. #21. Debtor did not oppose.

The certificate of service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 10/22) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #26. The correct form can be accessed on the court's website. The Certificate of Service also appears to be missing pages 2 through 4. *Id.*

Typically, this motion would be denied without prejudice for the above deficiencies. However, Fed. R. Civ. P. 4(1)(3), *incorporated by* Fed. R. Bankr. P. 7004(a)(1), provides that failure to prove service does not affect the validity of service, and the court may permit the proof of service to be amended. The court may overlook the deficiencies provided that Movant files an amended Certificate of Service that complies with LBR 7005-1 and evidences proper service on the Attachment 6A1 parties in interest.

This motion for relief from stay will be **CONTINUED to May 27, 2026, at 1:30 p.m.** to allow Movant time to file an amended Certificate of Service. If the Movant fails to file an amended Certificate of Service, the court will deny the motion for relief from stay without hearing on the May 27, 2026, hearing date.

10. [25-24250](#)-B-7 **IN RE: PRISCILLA LINKER**
[RLL-3](#)

CONTINUED MOTION TO EMPLOY DANIEL L. FEDER AS SPECIAL
COUNSEL AND/OR MOTION FOR COMPENSATION FOR DANIEL L. FEDER,
SPECIAL COUNSEL(S)
2-19-2026 [\[36\]](#)

KIMBERLY HUSTED/MV
COLBY LAVELLE/ATTY. FOR DBT.
ANTHONY ASEBEDO/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

This case was originally assigned to Judge Fredrick E. Clement and was transferred to the undersigned on February 9, 2026. *Docket generally.*

This matter was heard on March 31, 2026, and continued to May 13, 2026. Docs. #44-45.

Kimberly Husted ("Trustee"), Trustee in this Chapter 7 bankruptcy case, seeks an order approving her employment of Daniel Feder, Esq. ("Feder"), the attorney who represented Priscilla Linker ("Debtor") in certain prepetition litigation, on a retroactive basis due to exceptional circumstances. Doc. #36 et seq. Trustee also asks the court to approve Feder's compensation in the amount of \$85,4313.04 for services provided and expenses incurred in successfully obtaining a settlement in Debtor's prepetition litigation against her former employer ("the Employer"), a case Feder took on a contingency fee basis. Id.

The court will not recapitulate the facts in dispute in this matter which were fully explicated in the court's Civil Minutes dated March 31, 2026. Doc. #44. At the conclusion of the March 31 hearing, the court continued this matter to May 14, 2026, at 1:30 p.m. The court also gave the Trustee (and/or Feder) fourteen (14) days prior to the continued hearing date in which to supplement the record with exhibits demonstrating the reasonableness of the requested compensation, which may include but are not limited to Feder's billing records, a statement of Feder's normal hourly rate, a narrative summary of the work Feder performed for Debtor and the estate, and a detailed itemization of all expenses incurred. In addition, the Trustee will submit a supplemental declaration attesting to whether or not Trustee believes the fee award sought to be reasonable.

On April 30, 2026, the Trustee filed a number of documents including (a) a Supplemental Document; (b) Declarations from Trustee, Claire

Bascara (a paralegal in Feder's office), and Feder; and (c) Exhibits consisting of attorney time records and an activities report. Docs. ##62-66.

After reviewing the supplemental submissions, the court is satisfied that the Trustee only delayed the appointment application because she was under the impression the mediation/settlement was imminent, but there were numerous delays that delayed finalization of the settlement agreement after the mediation concluded. This case was otherwise a "no asset" case.

The fee application will be GRANTED. Trustee's retroactive employment of Danel L. Feder as her special counsel for the State Court Litigation is APPROVED. The court will award compensation in the amount of \$72,250.00, representing 42.5% of the gross recovery in the State Court Litigation, plus \$13,163.04 in expenses, for a total award of \$85,413.04. The Trustee is authorized to pay the award out of estate funds as they become available.

The court would note that the supplemental record was convincing such that there would have been no need to have this second hearing if the initial fee and appointment applications had been supported by a complete record as to the exigencies involved.

11. [26-11350](#)-B-7 **IN RE: KARINA SANCHEZ**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-7-2026 [[14](#)]

AMERICREDIT FINANCIAL SERVICES, INC./MV
MARK ZIMMERMAN/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.

Americredit Financial Services, Inc. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2026 GMB Sierra 1500 (VIN: 1GTPHAEK0TZ122431) ("Vehicle"). Doc. #14. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Karina Sanchez ("Debtor") nor any other party in interest timely filed written opposition. Debtor's Statement of Intention indicated that the Vehicle would be surrendered. 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 two (2) complete pre-petition payments. The Movant has produced evidence that Debtor is delinquent at least \$1,479.96. Docs. #17, #19.

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. The Vehicle is valued at \$48,785.00 and Debtor owes \$50,589.86. Doc. #19.

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 Debtor's Statement of Intention, the Vehicle will be surrendered.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtor has failed to make at least two (2) pre-petition payments to Movant, and the Vehicle is a depreciating asset.

12. [26-10553](#)-B-7 **IN RE: JORDAN BOGGS AND ARIEL ADKINS**
[FW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-9-2026 [[16](#)]

FREEDOM MORTGAGE CORPORATION/MV
R. BELL/ATTY. FOR DBT.
FANNY WAN/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.

Freedom Mortgage Corporation ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 8603 Almata Avenue, Bakersfield, California ("Property"). Doc. #16. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Jordan Gregory Boggs and Ariel Jordan Adkins ("Debtors") did not oppose and no other 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 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. § 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 failed to make at least three (3) complete pre- and post-petition payments. The Movant has produced evidence that Debtors are delinquent at least \$7,757.43 and the entire balance of \$246,817.28 is due. Docs. #18, #20, #21.

The court also finds that the Debtors do not have any equity in the Property and the Property is not necessary to an effective reorganization because Debtors are in chapter 7. The property is valued at \$373,000.00 and Debtors owe \$385,966.30. Docs. #18, #20, #21.

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)(4) will be ordered waived because Debtors have failed to make at least 3 payments, both pre- and post-petition to Movant.

13. [25-26063](#)-B-7 **IN RE: ESSAMELDIN ISMAIL AND NOURA TOLBA**
[EJB-1](#)

MOTION TO SELL
4-7-2026 [[17](#)]

ETHAN BIRNBERG/MV
RYAN WOOD/ATTY. FOR DBT.
ETHAN BIRNBERG/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed for higher and better bids only.

DISPOSITION: Granted.

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

Ethan J. Birnberg ("Trustee"), Chapter 7 Trustee of the estate of Essameldin Ismail and Moura Tolba (collectively "Debtors") seeks authorization to sell the estate's interest in a 2018 Cadillac Escalade ("the Asset") to Debtors, subject to higher and better bids, for \$2,757.00 Doc. #17 et seq. Trustee indicates that the estate has received the funds and is awaiting court approval. *Id.*

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will proceed for higher and better bids only. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has opposed the motion to sell, and the defaults of all nonresponding parties are entered. The motion to sell is approved subject to higher and better bids at the hearing.

11 U.S.C. § 363(b)(1) allows the trustee to "sell, or lease, other than in the ordinary course of business, property of the estate."

Proposed sales under 11 U.S.C. § 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 North Brand Partners v. Colony GFP Partners, Ltd. P'ship (In re 240 N. Brand Partners)*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996); *In re Wilde Horse Enters., Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the trustee's judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." *Alaska Fishing Adventure, LLC*, 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.* citing *In re Psychometric Sys., Inc.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007); *In re Bakalis*, 220 B.R. 525, 531-32 (Bankr. E.D.N.Y. 1998).

Sales to an insider are subject to heightened scrutiny. *Alaska Fishing Adventure, LLC*, 594 B.R. at 887 citing *Mission Product Holdings, Inc. v. Old Cold, LLC (In re Old Cold LLC)*, 558 B.R. 500, 516 (B.A.P. 1st Cir. 2016). This sell is to the Debtor. The schedules describe the Asset as follows:

ASSET	SCHEDULED VALUE	ALLOWED EXEMPTION	LIEN	CASH PURCHASE PRICE
2018 Cadillac Escalade	\$11,000.00 Trustee Value: \$11,382.00	\$8,625.00	\$0.00	\$2,757.00

Trustee contends that the sale price was determined by estimating the fair market value of the property and Debtors' allowed exemption and believes that the proposed sale is in the best interests of creditors. Doc. #19 (Decl. of Ethan J. Birnberg). No commission will be paid to any party in connection with this sale. Doc. #17. Trustee has presumably conducted due diligence and concluded the sale in the best interest of creditors and the estate.

It appears that the sale of the Vehicle is in the best interests of the estate, for a fair and reasonable price, supported by a valid business judgment, and proposed in good faith. There are no objections or opposition to the motion.

The motion does not request, nor will the court authorize, the sale free and clear of any liens or interests. Trustee indicates that there are no encumbrances on the Vehicle.

Any party wishing to overbid must appear at the hearing and acknowledge that no warranties or representations are included with the Vehicle; it is being sold "as-is." No overbid procedures are included or referenced in the moving papers. The court interprets this to mean that any offers that come in on or before the hearing date will be considered.

14. [24-13564](#)-B-7 **IN RE: MARTHA PHILLIPS**
[FW-2](#)

MOTION TO SELL
4-8-2026 [[24](#)]

IRMA EDMONDS/MV
BENNY BARCO/ATTY. FOR DBT.
PETER SAUER/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed for higher and better
 bids, only.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order
 after hearing.

Chapter 7 trustee Irma C. Edmonds ("Trustee") seeks authorization to sell the partial interest of the estate of Martha Phillips ("Debtor") in residential real property located at 5465 N. 4th Street, Fresno, CA 93710 ("Property") to Felix Quintero Valdez and Andrea Monique Valdez (collectively "Proposed Buyers") for \$55,000.00 cash pursuant to 11 U.S.C. § 363(b), and subject to higher and better bids at the hearing. Doc. #24 *et seq.*

No party in interest timely filed written opposition. This motion will be GRANTED, and the hearing will proceed for bid solicitations only.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Rule 2002(a)(2) and (a)(6). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will proceed for higher and better bids only. 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.

BACKGROUND

Debtor filed chapter 7 bankruptcy on December 10, 2024. Doc. #1. Trustee was appointed as interim trustee on that same day and became permanent trustee at the first § 341 meeting of creditors. Doc. #6; *docket generally*. In the course of administering the estate, Trustee investigated the estate's assets, which included a 25% interest in the

Property after the death of Edward L. Myers, Jr. ("Decedent") and the probate of Decedent's own estate. Doc. #26 (Trustee's Declaration).

Debtor claims no exemption in the Property and does not reside therein. *Id.* The Property is currently occupied by Debtor's stepmother, Dawnette Geri Myers ("Myers") and by the Prospective Buyers, who are Debtors' stepsister and the stepsister's husband. *Id.* Trustee declares that Trustee and Prospective Buyers disagree as to the value of the Property, with Trustee asserting a value of \$70,000.00 for Debtor's 25% interest and Prospective Buyers claiming that the Property has significant damage and structural issues that reduce its overall value and make it unfit for sale to the general public. *Id.* To avoid litigation, Trustee and Prospective Buyers have negotiated an agreement whereby Trustee will sell the estate's 25% interest to them for \$55,000.00 cash, to be held in trust pending court approval.

DISCUSSION

Sale of Property

11 U.S.C. § 363(b)(1) allows the trustee to "sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under 11 U.S.C. § 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 v. Colony GFP Partners, Ltd. P'ship (In re 240 N. Brand Partners)*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996); *In re Wilde Horse Enters., Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the trustee's judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." *Alaska Fishing*, 594 B.R. at 889, quoting 3 Collier on Bankruptcy ¶ 363.02[4] (Richard Levin & Henry J. Sommer, 16th ed.). "[T]he trustee's business judgment is to be given 'great judicial deference.'" *Id.*, citing *In re Psychometric Sys., Inc.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007); *In re Bakalis*, 220 B.R. 525, 531-32 (Bankr. E.D.N.Y. 1998).

Sales to an insider are subject to heightened scrutiny. *Alaska Fishing Adventure, LLC*, 594 B.R. at 887 citing *Mission Product Holdings, Inc. v. Old Cold, LLC (In re Old Cold LLC)*, 558 B.R. 500, 516 (B.A.P. 1st Cir. 2016). The Prospective Buyers are insiders, as they are among the Debtor's relatives.

Property is listed in *Schedule A/B* with a value of \$370,000.00 and \$92,500.00 given as the value of the portion Debtor owns. Doc. #1

(Schedule A/B). Debtor did not exempt the Property. Doc. #1 (Schedule C).

Trustee entered into a contract ("Purchase Agreement") with Proposed Buyers to sell Property for \$55,000.00. Docs. ##26-27. The record is silent as to whether the Property is encumbered, but Debtor does not list any secured creditors with claims against Debtor secured by the Property. See Doc. #1 (Schedule D). There is no indication that any deed of trust, taxes, or other costs will need to be paid from the sale proceeds, so the entire \$55,000.00 will go to the bankruptcy estate.

The sale under these circumstances should maximize potential recovery for the estate. The sale of the Property appears to be in the best interests of the estate because it will pay off the deed of trust in favor of NewRez and provide liquidity that can be distributed for the benefit of unsecured claims. The sale appears to be supported by a valid business judgment and proposed in good faith. There are no objections to the motion. Therefore, this sale is an appropriate exercise of Trustee's business judgment and will be given deference.

Real Estate Brokers' Compensation

No brokers were involved in this sale.

Overbid Procedure

Any party wishing to overbid shall, prior to the hearing, comply with the overbid procedures as outlined in the Notice accompanying this motion. Doc. #25.

Waiver of 14-day Stay

Trustee does not request waiver of the 14-day stay of Rule 6004(h), and no such relief will be granted.

Conclusion

No party in interest timely filed written opposition. This motion will be GRANTED. Trustee will be authorized: (1) to sell the Property to the prevailing bidder at the hearing, as determined at the hearing and (2) to execute all documents necessary to effectuate the sale of the Property.

15. [24-24467](#)-B-7 **IN RE: STEPHEN SHAIDELL**
[GMR-2](#)

MOTION FOR ADMINISTRATIVE EXPENSES
4-1-2026 [\[171\]](#)

GEOFFREY RICHARDS/MV
PATRICIA WILSON/ATTY. FOR DBT.
GABRIEL HERRERA/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 case was originally before Judge Frederick Clement and later
reassigned to the undersigned on February 26, 2026. *Docket generally.*

Chapter 7 trustee Geoffrey Richards ("Trustee"), in his capacity as
Trustee for the bankruptcy estate of Stephen Shaidell ("Debtors"),
seeks authority to pay administrative tax claims in the amount of
\$57,000.00 to the Internal Revenue Service ("IRS") for the tax year
ending March 31, 2026. Doc. #119.

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

This motion was set for hearing on 28 days' notice as required by
Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the
creditors, the debtor, the U.S. Trustee, or any other party in
interest to file written opposition at least 14 days prior to the
hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of
any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46
F.3d 52, 53 (9th Cir. 1995). Further, because the court will not
materially alter the relief requested by the moving party, an actual
hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592
(9th Cir. 2006). Therefore, the defaults of the above-mentioned
parties in interest are entered and the matter will be resolved
without oral argument. Upon default, factual allegations will be taken
as true (except those relating to amounts of damages). *Televideo
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. § 503 allows an entity to file a request for payment of
administrative expenses. After notice and a hearing, payment of
certain administrative expenses shall be allowed, other than those
specified in § 502(f), including:

- (B) any tax—
 - (i) incurred by the estate, whether secured or unsecured, including property taxes for which liability is in rem, in personam, or both, except a tax of a kind specified in section 507(a)(8) of this title; or
 - (ii) attributable to an excessive allowance of a tentative carryback adjustment that the estate received, whether the taxable year to which such adjustment relates ended before or after commencement of the case;
- (C) any fine, penalty, or reduction in credit relating to a tax of a kind specified in subparagraph (B) of this paragraph; and
- (D) notwithstanding the requirements of subsection (a), a governmental unit shall not be required to file a request for the payment of an expense described in subparagraph (B) or (C), as a condition of its being an allowed administrative expense[.]

11 U.S.C. § 503(b)(1)(B-D). Under 28 U.S.C. § 960(b), trustees are required to pay estate taxes on or before the date they become due even if the respective tax agency does not file a request for administrative expenses. *Dreyfuss v. Cory (In re Cloobek)*, 788 F.3d 1243, 1246 (9th Cir. 2015).

Debtor filed chapter 13 bankruptcy on October 3, 2024, and the case was subsequently converted to Chapter 7 on January 24, 2025. Docs. #1, #35. Trustee was appointed as interim trustee on February 3, 2025, and became permanent trustee at the first § 341(a) meeting of creditors. Doc. #36.

At some point, Trustee employed an unnamed certified public accountant to prepare income taxes on behalf of the bankruptcy estate to comply with federal and state authorities. Doc. #173. Though not identified in the instant motion, the court notes that a motion for compensation of Michael Gabrielson for accounting services was filed contemporaneously with the instant motion. See *Item #16, below*.

While not supported by exhibits or a declaration from the accountant, Trustee represents and declares that the “[e]stimated state taxes for the short tax year ending March 31, 2026, totaling \$57,000.00 is due and payable to the Internal Revenue Service by June 15, 2026.” *Id.* Through this motion, Trustee seeks authorization to pay these estimated taxes as an administrative expense from estate funds. *Id.*

This motion was fully noticed and no party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Trustee will be authorized to pay, in Trustee’s discretion, \$57,000.00 to the IRS for the tax year ending March 31, 2026.

16. [24-24467](#)-B-7 **IN RE: STEPHEN SHAIDELL**
[GMR-3](#)

MOTION FOR COMPENSATION FOR MICHAEL GABRIELSON, ACCOUNTANT(S)
4-8-2026 [[175](#)]

MICHAEL GABRIELSON/MV
PATRICIA WILSON/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order that
conforms with the opinion below.

This case was originally before Judge Frederick Clement and later
reassigned to the undersigned on February 26, 2026. *Docket generally.*

Michael Gabrielson ("Applicant") of Gabrielson & Company ("the Firm")
seeks approval of a final allowance of compensation under 11 U.S.C.
§§ 330 of the Bankruptcy Code for professional services rendered and
reimbursement for expenses incurred as accountant for Geoffrey
Richards, Trustee in the above-styled case ("Trustee"). Doc. #175 *et*
seq.

Applicant was employed to perform services under § 327 of the Code
pursuant to an order entered by Judge Clement dated January 13, 2026,
and effective as of that date. Doc. #158. This is Applicant's first
and final request for compensation.

Applicant seeks **\$6,062.50** in fees based on **12.5** billable hours from
January 13, 2026, through April 6, 2026. Doc. #179 (Exhibits). Based
on the moving papers, it appears that Applicant was the only
accountant at the Firm to work on this case, and he billed at a rate
of \$485.000 per hour. *Id.* Applicant seeks an award of **\$98.03** for
expenses consisting of copies and postage. *Id.*

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable
compensation for actual, necessary services rendered by . . . [a]
professional person, or attorney" 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). Previous interim compensation
awards under 11 U.S.C. § 331, if any, are subject to final review
under § 330.

Applicant's services here included, without limitation, accounting
work on behalf of the estate and preparation and filing of state and
federal tax returns for the estate for the tax period ending on March

31, 2026. Doc. #179. The court finds the services and expenses reasonable, actual, and necessary. The Trustee has reviewed the Application and finds the requested fees and expenses to be reasonable. Doc. #178.

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

No party in interest has responded, and the defaults of all such parties are entered.

This Application is GRANTED. The court will approve on a final basis under 11 U.S.C. § 330 compensation in the amount of **\$6,062.50** in fees and **\$98.03** in expenses. The court grants the Application for a total award **\$6,160.53** as an administrative expense of the estate and an order authorizing and directing the Trustee to pay such to Applicant from the first available estate funds.

17. [25-23567](#)-B-7 **IN RE: JEFFREY/MARQUISHA CILENTI**
[EJB-1](#)

MOTION TO SELL
4-7-2026 [[23](#)]

ETHAN BIRNBERG/MV
KRISTY HERNANDEZ/ATTY. FOR DBT.
ETHAN BIRNBERG/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed for higher and better
 bids only.

DISPOSITION: Granted.

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

Ethan J. Birnberg ("Trustee"), Chapter 7 Trustee of the estate of Jeffrey Michel Cilenti and Marquisha Sharmeze Cilenti (collectively "Debtors") seeks authorization to sell the estate's interest in a 2018 Dodge Grand Caravan ("the Asset") to Debtors, subject to higher and better bids, for \$2,926.00 Doc. #23 *et seq.* Trustee indicates that the estate has received the funds and is awaiting court approval. *Id.*

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 party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will proceed for higher and better bids only. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has opposed the motion to sell, and the defaults of all nonresponding parties are entered. The motion to sell is approved subject to higher and better bids at the hearing.

11 U.S.C. § 363(b)(1) allows the trustee to "sell, or lease, other than in the ordinary course of business, property of the estate."

Proposed sales under 11 U.S.C. § 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

North Brand Partners v. Colony GFP Partners, Ltd. P'ship (In re 240 N. Brand Partners), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996); *In re Wilde Horse Enters., Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the trustee's judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." *Alaska Fishing Adventure, LLC*, 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.* citing *In re Psychometric Sys., Inc.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007); *In re Bakalis*, 220 B.R. 525, 531-32 (Bankr. E.D.N.Y. 1998).

Sales to an insider are subject to heightened scrutiny. *Alaska Fishing Adventure, LLC*, 594 B.R. at 887 citing *Mission Product Holdings, Inc. v. Old Cold, LLC (In re Old Cold LLC)*, 558 B.R. 500, 516 (B.A.P. 1st Cir. 2016). This sell is to the Debtor. The schedules describe the Asset as follows:

ASSET	SCHEDULED VALUE	ALLOWED EXEMPTION	LIEN	CASH PURCHASE PRICE
2018 Dodge Grand Caravan	\$4,307.00	\$1,381.00	\$0.00	\$2,926.00

Trustee contends that the sale price was determined by estimating the fair market value of the property and Debtors' allowed exemption and believes that the proposed sale is in the best interests of creditors. Doc. #25 (Decl. of Ethan J. Birnberg). No commission will be paid to any party in connection with this sale. Doc. #23. Trustee has presumably conducted due diligence and concluded the sale in the best interest of creditors and the estate.

It appears that the sale of the Vehicle is in the best interests of the estate, for a fair and reasonable price, supported by a valid business judgment, and proposed in good faith. There are no objections or opposition to the motion.

The motion does not request, nor will the court authorize, the sale free and clear of any liens or interests. Trustee indicates that there are no encumbrances on the Vehicle.

Any party wishing to overbid must appear at the hearing and acknowledge that no warranties or representations are included with the Vehicle; it is being sold "as-is." No overbid procedures are included or referenced in the moving papers. The court interprets this to mean that any offers that come in on or before the hearing date will be considered.

18. [25-11268](#)-B-7 **IN RE: PETER/SANDRA ORLOFF**
[RSW-5](#)

MOTION TO WAIVE FINANCIAL MANAGEMENT COURSE REQUIREMENT
CONTINUE CASE ADMINISTRATION, SUBSTITUTE PARTY, AS TO JOINT
DEBTOR

4-24-2026 [\[94\]](#)

PETER ORLOFF/MV
ROBERT WILLIAMS/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 shall
submit a proposed order after hearing.

On September 9, 2025, Sandra Lee Orloff, co-debtor in the above-styled case ("Decedent"), passed away. Doc. #94. Decedent is survived by joint debtor Peter David Orloff ("Debtor"). *Id.* Debtor seeks an (1) appointing Debtor as the representative of Decedent; authorizing continued administration of the case under Chapter 7; and (2) waiving the post-petition education requirements for entry of discharge as to Decedent in this chapter 7 case. *Id.*

This matter will be called and proceed as scheduled. Written opposition was not required and opposition may be presented at the hearing. In the absence of opposition at the hearing, this motion may be GRANTED provided that Movant has complied with the order shortening time ("OST").

This motion was set for hearing on shortened notice with an OST under the procedure specified in Local Rule of Practice ("LBR") 9014-1(f)(3). Consequently, the creditors, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offer opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion. Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

Upon the death of a debtor in a bankruptcy case that has not been closed, LBR 1016-1(a) provides that a notice of death shall be filed within sixty (60) days of the death of a debtor by counsel or the person intending to be appointed as the representative for or successor to a deceased debtor pursuant to Fed. R. Civ. P. ("Civ.

Rule") 25(a) (Fed. R. Bankr. P. ("Rule") 7025). The notice of death shall be served on all other parties in interest, and a redacted copy of the death certificate shall be filed as an exhibit to the notice of death.

LBR 1016-1(b) permits the notice of death and requests for the following relief to be combined into a single motion for omnibus relief under Civ. Rule 18(a) (Rules 7018, 9014(c)):

- 1) Substitution as the representative for or successor to the deceased debtor in the bankruptcy case pursuant to Civ. Rule 25(a);
- 2) Waiver of the post-petition education requirement for entry of discharge under 11 U.S.C. § 727(a)(11).

Pursuant to LBR 1016-1, Debtor filed this motion for omnibus relief with a notice of death and redacted death certificate for Decedent. Doc. #94 *et seq.*

Death or incompetency of the debtor shall not abate a liquidation case under chapter 7 of the Code [11 USCS §§ 701 *et seq.*]. In such event the estate shall be administered and the case concluded in the same manner, so far as possible, as though the death or incompetency had not occurred.

Fed. R. Bankr. Pro. 1016(a). Debtor believes he is the best person qualified to represent Decedent through the duration of this case. Doc. #96 (Decl. of Peter Orloff). Debtor has completed a personal financial management course. Doc. #81.

11 U.S.C. 727(c)(11) states that the court shall not grant a discharge to a debtor who fails to complete a personal financial management course, except that this requirement shall not apply to a debtor who the court determines, after notice and a hearing, is not able to complete that requirement due to incapacity or disability as defined in 11 U.S.C. § 109(h).

While there does not appear to be a Ninth Circuit case addressing this issue, several courts have found in the context of Chapter 7 cases that the death of a debtor between the filing of a petition and entry of discharge represents an "incapacity" within the meaning of § 109(h). *See, e.g., In re Shorter*, 544 B.R. 654, 670 (Bankr. E.D. Ark. 2015) (assessing death as "a condition equivalent to either disability or incapacity"); *In re Thomas*, No. 07-00097, 2008 Bankr. LEXIS 4519, 2008 WL 4835911, at *1 (Bankr. D.C. Nov. 6, 2008) (waiving requirement for deceased Chapter 7 debtor to complete financial management course because his death is an incapacity); *In re Henderson*, No. 06-52439-C, 2008 Bankr. LEXIS 1490, 2008 WL 1740529, at *1 (Bankr. W.D. Tex. Apr. 9, 2008) (determining that death is a disability under the definition in Section 109(h)(4)); *In re Robles*, No. 07-30747-C, 2007 Bankr. LEXIS 4239, 2007 WL 4410395, at *2 (Bankr.

W.D. Tex. Dec. 13, 2007) (observing that Chapter 7 debtor's death was "the ultimate disability" in terms of debtor's ability to participate in an instructional course on financial management); *In re Trembulak*, 362 B.R. 205, 207 (Bankr. D.N.J. 2007) (allowing deceased debtor to be excused from financial management course under section 109(h) (4) because "clearly the Debtor . . . cannot participate" in the course nor would it aid him in the future).

Written opposition was not required and may be presented at the hearing. In the absence of any opposition, the court is inclined to GRANT this motion. Debtor is authorized to act as Decedent's successor to the extent necessary to complete this Chapter 7 case, and the post-petition education requirement for entry of discharged that is required by 727(c) (11) will be waived.

19. [26-10871](#)-B-7 **IN RE: DOMINICK NANEZ**
[BMO-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-16-2026 [[24](#)]

TUCOEMAS FEDERAL CREDIT UNION/MV
STEPHEN LABIAK/ATTY. FOR DBT.
BRANDON ORMONDE/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

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

First and foremost, for motions filed on 28 days' notice, LBR 9014-1(f) (1) (B) requires the movant to notify respondents that any opposition to the motion must be in writing and filed with the court at least 14 days preceding the date of the hearing.

Here, the motion and supporting documents were filed and served on April 16, 2026, and set for hearing on May 14, 2026. Docs. #24 et seq. April 16, 2026, is twenty-eight (28) days before May 14, 2026. Therefore, this motion was set for hearing on 28 days of notice under LBR 9014-1(f) (1). Nevertheless, the notice provided:

This notice is being made pursuant to Local Rule 9014-1(f) (2) in that under this alternate procedure, no party in interest is required to file written opposition to the motion. Opposition, if any, shall be presented at the hearing.

Doc. #14, pg. 2, lines 8-12.

This is incorrect. Since the hearing was set on more than 28 days' notice, LBR 9014-1(f) (1) is applicable. The notice should have stated that written opposition was required and must be filed at least 14 days before the hearing, and failure to timely file written opposition may be deemed a waiver of any opposition to the granting of the motion. Instead, the respondents were told not to file and serve written opposition even though it was necessary. Therefore, the notice was materially deficient. If the movant gives 28 days or more of notice of the hearing, there is no option to simply pretend that the motion was set for hearing on less than 28 days of notice to dispense with the court's requirement that any opposition must be in writing and filed with the court. Additionally, under LBR 9014-1(d) (3) (B) (i), the motion must include the names and addresses of the persons who must be served with such opposition. While the court might be willing to overlook some procedural deficiencies, a failure to properly give LBR 9014-1(f) notice is not one of them.

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

Third, the debtor filed a motion for relief from the automatic stay on March 27, 2026. Doc. #13. The court denied that motion on procedural grounds in an order dated April 14, 2026. Doc. #22. The DCN for that motion was EMO-1. On April 16, 2026, Movant refiled this motion in an attempt to cure the procedural deficiencies, but this motion was also filed under DCN MAZ-1. *Docket generally*. Therefore, it does not comply with the local rules. Each separate matter filed with the court must have a different DCN.

Fourth, Movant's notice did not contain the language required under Local Rules of Practice ("LBR") 9014-1(d) (3) (B) (iii), which requires movants to notify respondents that they can determine whether the matter has been resolved without oral argument or if the court has issued a tentative ruling by checking the Court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing. Doc. #25.

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

20. [26-11171](#)-B-7 **IN RE: KATIE JACKSON**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT
INFORMATION IN PACER
4-21-2026 [\[17\]](#)

ARETE KOSTOPOULOS/ATTY. FOR DBT.

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the matter has been corrected by counsel. Accordingly, this order to show cause will be VACATED. No appearance is necessary.

21. [25-14095](#)-B-7 **IN RE: MARCO ARAMBULA**
[EAT-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-2-2026 [\[33\]](#)

WILMINGTON SAVINGS FUND SOCIETY, FSB/MV
PETER FEAR/ATTY. FOR DBT.
DARLENE VIGIL/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.

Wilmington Savings Fund Society, FSB ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 2500 Dover Hill Drive, Bakersfield, California ("Property"). Doc. #33. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Debtor did not oppose and no other 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 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. § 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 four (4) pre- and post-petition payments. The Movant has produced evidence that Debtor is delinquent at least \$20,225.90 and the entire balance of \$1,495,819.24 is due, including costs of sale and various liens. Docs. #35, #37.

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 Debtor is in chapter 7. The property is valued at \$1,322,200.00 and Debtor owes \$1,495,819.24. Docs. #35, #37.

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 request for attorney's fees is denied. Movant must separately file and set for hearing a motion for compensation in compliance with the LBR and Federal Rules of Bankruptcy Procedure. If Movant does, then the court will consider that motion on its merits at the appropriate time.

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