



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, May 27, 2026
Department A - Courtroom #11
Fresno, California

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

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

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

Please also note the following:

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

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

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

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.

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

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

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-16-2026 [[245](#)]

AMUR EQUIPMENT FINANCE, INC./MV
LEONARD WELSH/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

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

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-16-2026 [[251](#)]

AMUR EQUIPMENT FINANCE, INC./MV
LEONARD WELSH/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

3. [26-11617](#)-A-11 **IN RE: AMIREPAIR I INC.**
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
4-10-2026 [[1](#)]

LISA HOLDER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to July 29, 2026 at 9:30 a.m.

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

Based on the debtor's initial status report and because the debtor's monthly operating reports are current, the court is inclined to continue this chapter 11 status conference to July 29, 2026 at 9:30 a.m. The court will require the debtor to file and serve an updated status report on or before July 22, 2026.

4. [26-10524](#)-A-11 **IN RE: MICHAEL JERKOVICH**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY, MOTION/APPLICATION FOR ADEQUATE PROTECTION
4-24-2026 [[102](#)]

BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2005-AC9/MV
MICHAEL BERGER/ATTY. FOR DBT.
TODD GARAN/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

5. [26-10524](#)-A-11 **IN RE: MICHAEL JERKOVICH**
[CAE-1](#)

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

MICHAEL BERGER/ATTY. FOR DBT.

NO RULING.

6. [23-10325](#)-A-11 **IN RE: ROBERT CHAMPAGNE**
[DL-2](#)

MOTION FOR COMPENSATION FOR WALTER R. DAHL, CHAPTER 11 TRUSTEE(S)
4-22-2026 [[214](#)]

WALTER DAHL/MV
PETER SAUER/ATTY. FOR DBT.
WALTER DAHL/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice include the names and addresses of persons who must be served with any opposition. The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules.

Walter R. Dahl ("Trustee"), the subchapter V trustee appointed in this case, requests allowance of interim compensation for services rendered from January 30, 2024 through April 22, 2026. Doc. #214. Trustee requests compensation in the amount of \$15,306.50 and no reimbursement for expenses. Doc. #214. One prior fee application for Trustee was granted for compensation in the amount of \$8,041.50 and reimbursement for expenses in the amount of \$94.26. Order, Doc. #197.

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

Trustee's services included, without limitation: (1) reviewing monthly operating reports; (2) conferring with counsel for the debtor regarding the tender of plan payments to Trustee; (3) general subchapter V trustee case administration; (4) reviewing and commenting on subchapter V plans of reorganization; (5) updating plan of reorganization disbursement spreadsheet, (6) processing disbursement payments to creditors; and (7) preparing and prosecuting the fee application. Ex. A, Doc. #216; Decl. of Trustee, Doc. #217. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED. The court allows interim compensation in the amount of \$15,306.50 and no reimbursement for expenses. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may be paid consistent with the debtor's confirmed subchapter V plan.

MOTION TO EMPLOY MICHAEL A. SWEET AS ATTORNEY(S)
4-28-2026 [\[93\]](#)

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS/MV
PETER SAUER/ATTY. FOR DBT.
MICHAEL SWEET/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice include the names and addresses of persons who must be served with any opposition. The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules.

The Official Committee of Unsecured Creditors of Friedenbach Family Farms LLC ("Committee") moves the court for an order authorizing the employment of Fox Rothschild, LLP ("Counsel") as counsel for the Committee, effective as of April 7, 2026, pursuant to 11 U.S.C. § 1103. Doc. #93. Counsel's rates are \$270 to \$1,400 per hour for attorneys and \$125 to \$590 per hour for paralegals. Id.

11 U.S.C. § 1103(a) allows a creditor's committee to select and authorize the employment of attorneys, among other professional persons, to represent or perform services for such committee. The professional may neither hold nor represent interests adverse to the estate § 1103(b).

Counsel has verified that neither Mr. Sweet nor his firm have any connection with the Committee other than the proposed employment and Counsel does not presently represent any interest adverse to the Committee. Decl. of Michael A. Sweet, Doc. #94. Counsel believes it is disinterested persons as defined in 11 U.S.C. § 101(14). Doc. #93; Sweet Decl., Doc. #94.

After a review of the evidence, the court finds that Counsel does not represent or hold an adverse interest to the Committee or to the estate with respect to the matter on which Counsel is to be employed.

Accordingly, the motion is GRANTED. The court approves the employment of Counsel to represent the Committee, and the effective date of such employment is April 7, 2026. The court is not approving or otherwise authorizing the hourly rate for services of Counsel. The order authorizing employment of Counsel shall specify that any compensation or reimbursement from the estate is subject to the court's approval pursuant to 11 U.S.C. § 330(a).

8. [26-11640](#)-A-11 **IN RE: SARV INVESTMENTS LLC**
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
4-13-2026 [[1](#)]

DISMISSED 5/12/26

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

DISPOSITION: Dropped from calendar.

ORDER: The court will issue an order.

An order dismissing this case was entered on May 12, 2026. Doc. #27. Therefore, this status conference is DROPPED FROM CALENDAR.

9. [26-10548](#)-A-11 **IN RE: CLIFFORD CATON**
[FW-8](#)

MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION FOR COMPENSATION
FOR BETTER HOMES AND GARDEN EVERYTHING REAL ESTATE, BROKER(S)
5-6-2026 [[85](#)]

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted subject to higher and better offers.

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

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion subject to higher and better offers. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

Clifford Caton ("Debtor") moves the court pursuant to 11 U.S.C. § 363 for an order authorizing the sale of real property located at 2324 Lakeside Drive, Merced, California 95340, bearing Merced County APN 008-050-019-000 ("Property"), to Collin Walton ("Buyer") for the purchase price of \$350,000.00, subject to higher and better bids at the hearing. Doc. #85; Ex. B, Doc. #89. Debtor also seeks authorization to pay Better Homes and Garden Everything Real Estate ("Broker") a fee of \$1,000.00 for assisting with drafting documents and advising on sale matters for the proposed sale. Doc. #85. Debtor's listing agreement with Broker provides that, in the event any of Debtor's properties are sold to a current tenant, Broker would not be paid a commission but would be paid the \$1,000.00 fee. Id.

Debtor further seeks to sell the Property free and clear of any interests in the Property of Gary J. Reiner, et al (collectively, "Creditor") pursuant to § 363(f)(4). Id. Creditor recorded a judgment lien in Merced County against Debtor on January 13, 2026 ("Judgment Lien"). Decl. of Clifford Caton, Doc. #87. The Judgment Lien was recorded less than 90 days before Debtor filed his chapter 11 bankruptcy case on February 10, 2026. Doc. #1. Thus, the Judgment Lien is subject to avoidance under 11 U.S.C. § 547 and is in bona fide dispute. Doc. #85.

Selling Property of Estate under 11 U.S.C. §§ 363(b) Permitted

Pursuant to 11 U.S.C. §§ 363(b)(1), the debtor in possession, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Sales proposed by a debtor in possession under § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. 240 N. Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 N. Brand Partners, Ltd.), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the [debtor in possession's] judgment [is] reasonable and whether a sound business justification exists supporting the sale and its terms." 3 COLLIER ON BANKRUPTCY ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.).

Debtor and Buyer have entered into a contract for the sale of the Property for \$350,000.00. Caton Decl., Doc. #87; Decl. of Eric Jaurique-Pouncey, Doc. #88; Ex. B, Doc. #89. The contract is conditioned upon approval by the bankruptcy court and subject to better and higher offers at the hearing. Caton Decl., Doc. #87; Decl. of Eric Jaurique-Pouncey, Doc. #88.

It appears to the court that approval of the sale on the terms set forth in the motion is in the best interests of creditors and the estate. The preliminary title report on the Property lists taxes currently owed or in default, which will be paid through escrow. Caton Decl., Doc. #87; Ex. A, Doc. #89. The Property is further encumbered by the Judgment Lien in favor of Creditor. Caton Decl., Doc. #87. Debtor will pay Creditor the net proceeds of sale from escrow, which will pay Creditor's Judgment Lien in part. Doc. #85. Such payment will be without prejudice to Creditor's requirement to repay such funds in the event that Creditor's judgment is overturned on appeal. Id.

It appears that the sale of the Property is in the best interests of the estate, the Property will be sold for a fair and reasonable price, and the sale is supported by a valid business judgment and proposed in good faith.

Accordingly, subject to opposition and overbid offers made at the hearing, the court will GRANT Debtor's motion and authorize the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(b)(1).

Selling Property of Estate under 11 U.S.C. § 363(f) (4) Permitted

The debtor in possession may sell property under § 363(b) free and clear of any interest of an entity other than the estate only if, among other things, the interest is in bona fide dispute. 11 U.S.C. § 363(f) (4). If seeking to sell free and clear under § 363(f) (4), the debtor in possession has the burden of establishing the existence of a bona fide dispute, which can be accomplished if the debtor in possession believes that a dispute exists. Sherer v. Fed. Nat'l Mortg. Ass'n (In re Terrace Chalet Apartments), 159 B.R. 821, 828 (Bankr. N.D. Ill. 1993).

Debtor seeks to sell the Property free and clear of any interest of Creditor on the ground that the recordation of the Judgment Lien is an avoidable transfer. Doc. #85. Creditor recorded an abstract of judgment in Merced County within 90 days of the filing of Debtor's bankruptcy petition. Caton Decl., Doc. #87. Thus, the Judgment Lien is avoidable as a preferential transfer under 11 U.S.C. § 547 as to the Property.

Accordingly, the court will authorize the sale of the Property free and clear of the Judgment Lien pursuant to 11 U.S.C. § 363(f) (4).

Compensation to Broker

Debtor also seeks authorization to pay Broker a fee of \$1,000.00 for assisting with the sale of the Property. Caton Decl., Doc. #87. With respect to Broker, the court has authorized Broker to be employed by Debtor. Order, Doc. #20. The court finds the compensation sought is reasonable, actual, and necessary.

Conclusion

Accordingly, subject to opposition being raised and overbid offers at the hearing, the court will GRANT Debtor's motion and authorize the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(b) (1) and (f) (4) as to any interest in the Property asserted by Creditor. The court will approve Broker's fee of \$1,000.00.

10. [26-10548](#)-A-11 **IN RE: CLIFFORD CATON**
[FW-9](#)

MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION FOR COMPENSATION
FOR BETTER HOMES AND GARDEN EVERYTHING REAL ESTATE, BROKER(S)
5-6-2026 [\[79\]](#)

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted subject to higher and better offers.

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

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and Local Rule of Practice ("LBR") 9014-1(f) (2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the

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

Clifford Caton ("Debtor") moves the court pursuant to 11 U.S.C. § 363 for an order authorizing the sale of real property located at 3305 G Street, Merced, California 95340, bearing Merced County APN 236-280-011-000 ("Property"), to Big D Properties, LLC as assignee of Ron Ewing ("Buyer") for the purchase price of \$1,426,000.00, subject to higher and better bids at the hearing. Doc. #79. Debtor also seeks authorization to pay a broker commission in the amount of 5% to be split equally between Debtor's broker Better Homes and Garden Everything Real Estate ("Debtor's Broker") and Buyer's broker Del Real Commercial ("Buyer's Broker"). Id. In the event that the Property is sold on an overbid to a buyer not procured by Broker, Broker will still be entitled to 50% of the commission allowed and Debtor consents to these terms. Caton Decl., Doc. #81.

Debtor further seeks to sell the Property free and clear of any interests in the Property of Gary J. Reiner, et al (collectively, "Creditor") pursuant to § 363(f) (4). Id. Creditor recorded a judgment lien in Merced County against Debtor on January 13, 2026 ("Judgment Lien"). Decl. of Clifford Caton, Doc. #81. The Judgment Lien was recorded less than 90 days before Debtor filed his chapter 11 bankruptcy case on February 10, 2026. Doc. #1. Thus, the Judgment Lien is subject to avoidance under 11 U.S.C. § 547 and is in bona fide dispute. Doc. #79.

Selling Property of Estate under 11 U.S.C. §§ 363(b) Permitted

Pursuant to 11 U.S.C. §§ 363(b) (1), the debtor in possession, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b) (1). Sales proposed by a debtor in possession under § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. 240 N. Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 N. Brand Partners, Ltd.), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the [debtor in possession's] judgment [is] reasonable and whether a sound business justification exists supporting the sale and its terms." 3 COLLIER ON BANKRUPTCY ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.).

Debtor and Buyer have entered into a contract for the sale of the Property for \$1,426,000.00. Caton Decl., Doc. #81; Decl. of Eric Jaurique-Pouncey, Doc. #82; Ex. B, Doc. #83. The contract is conditioned upon approval by the bankruptcy court and subject to better and higher offers at the hearing. Caton Decl., Doc. #81; Decl. of Eric Jaurique-Pouncey, Doc. #82.

It appears to the court that approval of the sale on the terms set forth in the motion is in the best interests of creditors and the estate. The preliminary title report on the Property lists taxes currently owed or in default, which will be paid through escrow. Caton Decl., Doc. #81; Ex. A, Doc. #83. The Property is further encumbered by the Judgment Lien in favor of Creditor. Caton Decl., Doc. #81. Debtor will pay Creditor the net proceeds of sale from escrow, which will pay Creditor's Judgment Lien in part. Doc. #79. Such payment will be without prejudice to Creditor's requirement to repay such funds in the event that Creditor's judgment is overturned on appeal. Id.

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It appears that the sale of the Property is in the best interests of the estate, the Property will be sold for a fair and reasonable price, and the sale is supported by a valid business judgment and proposed in good faith.

Accordingly, subject to opposition and overbid offers made at the hearing, the court will GRANT Debtor's motion and authorize the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(b)(1).

Selling Property of Estate under 11 U.S.C. § 363(f)(4) Permitted

The debtor in possession may sell property under § 363(b) free and clear of any interest of an entity other than the estate only if, among other things, the interest is in bona fide dispute. 11 U.S.C. § 363(f)(4). If seeking to sell free and clear under § 363(f)(4), the debtor in possession has the burden of establishing the existence of a bona fide dispute, which can be accomplished if the debtor in possession believes that a dispute exists. Sherer v. Fed. Nat'l Mortg. Ass'n (In re Terrace Chalet Apartments), 159 B.R. 821, 828 (Bankr. N.D. Ill. 1993).

Debtor seeks to sell the Property free and clear of any interest of Creditor on the ground that the recordation of the Judgment Lien is an avoidable transfer. Doc. #79. Creditor recorded an abstract of judgment in Merced County within 90 days of the filing of Debtor's bankruptcy petition. Caton Decl., Doc. #81. Thus, the Judgment Lien is avoidable as a preferential transfer under 11 U.S.C. § 547 as to the Property.

Accordingly, the court will authorize the sale of the Property free and clear of the Judgment Lien pursuant to 11 U.S.C. § 363(f)(4).

Compensation to Broker

Debtor also seeks authorization to pay broker commission in the amount of 5% to be split equally between Debtor's Broker and Buyer's Broker for the sale of the Property. Caton Decl., Doc. #81. With respect to Debtor's Broker, the court has authorized Broker to be employed by Debtor. Order, Doc. #20. The court finds the compensation sought is reasonable, actual, and necessary.

Conclusion

Accordingly, subject to opposition being raised and overbid offers at the hearing, the court will GRANT Debtor's motion and authorize the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(b)(1) and (f)(4) as to any interest in the Property asserted by Creditor. The court will approve broker commission of 5% to be split evenly between Debtor's Broker and Buyer's Broker.

11. [26-10469](#)-A-12 **IN RE: MCCALL'S NURSERIES, INC.**
[WJH-9](#)

MOTION TO EXTEND TIME
5-13-2026 [[119](#)]

MCCALL'S NURSERIES, INC./MV
RILEY WALTER/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 the hearing.

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

Debtor in possession McCall's Nurseries, Inc. ("DIP") moves pursuant to 11 U.S.C. § 365(d)(4) to extend for 90 days, to September 1, 2026, the time to assume or reject a nonresidential real property lease ("Lease") with Steven and Linda McCall (together "Lessors"). Doc. #119. The property subject to the Lease is a 21.99-acre parcel of real property ("Leased Tract"). Decl. of Steven McCall, Doc. #121. Debtor also owns a 35.66-acre parcel of nonresidential real property ("Owned Tract"). Id.

Pursuant to 11 U.S.C. § 365(d)(4), a debtor must assume or reject an unexpired lease in nonresidential real property under which the debtor is the lessee within 120 days after the voluntary petition is filed unless the court extends the time for cause. 11 U.S.C. § 365(d)(4)(A). The court may extend the 120-day period for up to 90 additional days if a motion is filed prior to the expiration of the 120-day period. 11 U.S.C. § 365(d)(4)(B).

Here, DIP filed its voluntary petition on February 3, 2026, which makes the 120-day deadline June 3, 2026. Doc. #1. DIP timely filed this motion to extend on May 13, 2026. Doc. #119. DIP asserts it is working diligently to determine whether some portion of the Leased Tract could be sold to pay down secured debtor or whether some portion of the Leased Tract or the Owned Tract can be leased to a third-party to generate revenue. McCall Decl., Doc. #121. The court finds cause to extend the time to assume or reject the Lease with Lessors to September 1, 2026.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED.

12. [26-11488](#)-A-11 **IN RE: SHRI JAI RANCHHODRAI, INC.**
[SSS-2](#)

MOTION TO EXTEND DEADLINE TO FILE SCHEDULES OR PROVIDE REQUIRED INFORMATION
5-1-2026 [[23](#)]

SHRI JAI RANCHHODRAI, INC./MV
SIMRAN SEKHON/ATTY. FOR DBT.

NO RULING.

As a procedural matter, the body of the notice of hearing has blank spaces for the date, time and place for the hearing. The date, time and courtroom for the hearing are only found in the caption of the notice of hearing. The notice of hearing does not have the address of the court. However, because the court raised the issue of the improper notice with the debtor, secured creditor and U.S. Trustee who appeared at the initial status conference held on May 20, 2026 and confirmed that this hearing will take place on May 27, 2026 at 9:30 a.m., the court will waive the improper notice in this one instance. In the future, counsel for the debtor should include the date, time and place for the hearing, including the address of the court, in the body of the notice of hearing.

As a further procedural matter, the notice of hearing does not comply with Local Rule of Practice ("LBR") 9014-1(d)(3), which requires a motion and notice of hearing to be two separate documents. Here, the notice of hearing and motion were filed as a single document. See Doc. #31.

As a further procedural matter, the notice of hearing does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice to advise potential respondents whether and when written opposition must be filed and, if written opposition is required, the deadline for filing and serving the written opposition as well as the names and addresses of persons who must be served with any opposition.

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

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

As an informative matter, it appears that counsel for the debtor has confused the § 341 meeting of creditors held in this case by the U.S Trustee with a hearing before this court. The § 341 meeting of creditors was not held before this court. Under 11 U.S.C. § 341(c), the court cannot preside at or attend a § 341 meeting of creditors, and the court did not do so in this case.

As a further informative matter, the motion requests that the court grant a two-week extension through June 3, 2026. Doc. #31. However, the motion was signed and filed on May 4, 2026, so a two-week extension would have been to May 18, 2026.

13. [26-10638](#)-A-11 **IN RE: FRIEDENBACH FAMILY FARMS LLC**
[CAE-1](#)

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

PETER SAUER/ATTY. FOR DBT.

NO RULING.

14. [26-10638](#)-A-11 **IN RE: FRIEDENBACH FAMILY FARMS LLC**
[FW-2](#)

CONTINUED MOTION TO USE CASH COLLATERAL
2-18-2026 [[5](#)]

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

NO RULING.

15. [26-11488](#)-A-11 **IN RE: SHRI JAI RANCHHODRAI, INC.**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
4-1-2026 [[1](#)]

SIMRAN SEKHON/ATTY. FOR DBT.

NO RULING.

16. [26-10638](#)-A-11 **IN RE: FRIEDENBACH FAMILY FARMS LLC**
[FW-3](#)

MOTION FOR AUTHORIZATION TO BORROW AND TO USE 2026 ALMOND CROP AS
COLLATERAL FOR SUCH BORROWING SENIOR TO ALL EXISTING LIENS
5-21-2026 [[138](#)]

FRIEDENBACH FAMILY FARMS LLC/MV
PETER SAUER/ATTY. FOR DBT.
OST 5/27/26

NO RULING.

11:00 AM

1. [26-11220](#)-A-7 **IN RE: BEATRIZ ORTIZ**

PRO SE REAFFIRMATION AGREEMENT WITH ONEMAIN FINANCIAL GROUP, LLC
5-7-2026 [[25](#)]

NO RULING.

2. [26-10665](#)-A-7 **IN RE: RAMBIR BHULLAR**

PRO SE REAFFIRMATION AGREEMENT WITH WELLS FARGO BANK, N.A.
5-11-2026 [[13](#)]

WILLIAM MUSSMAN/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

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

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

3. [26-11487](#)-A-7 **IN RE: JAMIE BELTRAN**

PRO SE REAFFIRMATION AGREEMENT WITH TD BANK, N.A.
5-5-2026 [[18](#)]

NO RULING.

1. [26-10601](#)-A-7 **IN RE: T.G.S. TRANSPORTATION, INC**
[NBL-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-28-2026 [[51](#)]

BANC OF AMERICA LEASING & CAPITAL, LLC/MV
PETER FEAR/ATTY. FOR DBT.
NICHOLAS LAZZARINI/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice include the names and addresses of persons who must be served with any opposition. The notice of hearing also does not comply with LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing.

The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules.

The movant, Banc of America Leasing & Capital, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to proceed under applicable non-bankruptcy law to enforce its remedies to dispose of the following collateral: (1) 2024 Kenworth T680 truck, VIN: 1XKYDP9X8RJ369264 ("Unit A"); and (2) 2024 Kenworth T680 truck, VIN: 1XKYDP9X1RJ369283 ("Unit B" and, collectively with Unit A, the "Collateral"). Doc. #51.

Debtor T.G.S. Transportation, Inc. ("Debtor") filed this chapter 7 case on February 13, 2026. Doc. #1. Pre-petition, on November 27, 2023, Debtor and Crossroads Equipment Lease and Finance, LLC ("Crossroads") entered into a master equipment finance agreement ("Contract") for the purchase of the Collateral. Decl. of Dawn Hudson, Doc. #53. Pursuant to the Contract, Debtor was required to repay the financing provided from Crossroads by making seventy-two (72) monthly payments in the amount of \$7,565.00. Id. On December 19, 2023, Crossroads assigned all of its rights, title, and interest in the Contract and the Collateral to Movant for good and valuable consideration received. Id.; Ex. 3, Doc. #54.

As of January 2, 2025, Debtor defaulted under the terms of the Contract by failing to make monthly payments. Hudson Decl., Doc. #53. Debtor surrendered possession of the Collateral to Movant pre-petition. Id. Pursuant to the Contract, Movant elected to accelerate the balance due upon default of which the principal balance was \$380,594.97. Id. Pre-petition, Movant liquidated Unit A in a commercially reasonable manner. Id. Movant now seeks relief from the stay to allow Movant to sell Unit B and apply the sale proceeds to Debtor's outstanding debt owed to Movant under the Contract.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor is in default under the Contract, and the entire principal amount is due under the Contract. Hudson Decl., Doc. #53. Movant has already repossessed Unit B and needs relief from stay in order to proceed with disposing of Unit B in its possession. Id. Further, Debtor's Statement of Financial Affairs lists Unit B as surrendered. Doc. #1.

The court also finds that Debtor does not have any equity in Unit B and Unit B is not necessary to an effective reorganization because Debtor is in chapter 7. Unit B is valued at \$55,000.00 and the amount Debtor owes Movant under the Contract exceeds that amount. Hudson Decl., Doc. #53.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Movant has possession of Unit B.

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-28-2026 [\[45\]](#)

AMUR EQUIPMENT FINANCE, INC./MV
PETER FEAR/ATTY. FOR DBT.
RAYMOND POLICAR/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

The movant, Amur Equipment Finance, Inc. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2024 Kenworth Model T680 Truck Tractor, VIN: 1XKYDP9X6RJ369263 ("Vehicle"). Doc. #45.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least eight complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$32,182.56. Decl. of Karla Beran, Doc. #47.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. Id. The Vehicle is valued at \$120,000.00 and the debtor owes \$160,030.15. Beran Decl., Doc. #47.

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

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

3. [26-10703](#)-A-7 **IN RE: CHRISTOPHER ANDERSON**
[CS-2](#)

MOTION TO REDEEM
4-29-2026 [18]

CHRISTOPHER ANDERSON/MV
ANTHONY ROTHMAN/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

As a procedural matter, Federal Rule of Bankruptcy Procedure ("Rule") 9014(b) requires a motion to redeem be served "in the manner provided for service of a summons and complaint by Rule 7004." The court does not consider service of the motion solely to a corporate entity's agent for service without stating the name of the corporate entity to whom the motion is addressed to comply with Rule 7004(b)(3). Here, the certificate of service filed in connection with this motion shows that the motion and supporting papers were served to the attention of the agent for service, but did not include the name of the corporate entity being served. See Doc. #23. Specifically, the pleadings were served as follows:

Amanda Garcia, agt for service
330 N. Brand Blvd.
Glendale, California 91203

Ms. Garcia could be the agent for service of several corporate entities. In the future, to comply with Rule 7004(b)(3), service should be made in the name of the corporate entity followed on the next line to the attention of the officer, managing or general agent, or authorized agent of the corporate entity on which the motion is being served. For example, in this case, service should have been made as follows:

OneMain Financial, LLC
Attn: Amanda Garcia, Agent for Service
330 N. Brand Blvd.
Glendale, California 91203

Nevertheless, the address to which OneMain Financial LLC ("Creditor") was served on the agent for service is the correct address according to the California Secretary of State website. Essentially, the movant effectuated Rule 7004 service despite not including the corporate entity being served. Accordingly, service is proper notwithstanding the improperly completed certificate of service.

As an informative matter, the movant incorrectly completed Section 6 of the court's mandatory Certificate of Service form. In Section 6, the declarant marked that service was effectuated by Rule 5 and Rules 7005, 9036 Service. Doc. #23. However, Rule 9014 requires service of a motion to redeem be made pursuant to Rule 7004, which was done. In Section 6, the declarant should have checked the appropriate box under Section 6A, not Section 6B.

Christopher Michael Anderson ("Debtor"), the debtor in this chapter 7 case, moves the court for an order authorizing Debtor to redeem a 2014 Nissan Frontier, VIN: 1N6AD0ER1EN705039 ("Vehicle"), which is the collateral of Creditor, for \$11,850.00 pursuant to 11 U.S.C. § 722. Doc. #18.

"An individual debtor may, whether or not the debtor has waived the right to redeem under this section, redeem tangible personal property intended primarily for personal, family, or household use, from a lien securing a dischargeable consumer debt, if such property is exempted under section 522 of this title or has been abandoned under section 554 of this title, by paying the holder of such lien the amount of the allowed secured claim of such holder that is secured by such lien in full at the time of redemption." 11 U.S.C. § 722.

Here, the Vehicle is intended primarily for personal, family, or household use. Decl. of Christopher Michael Anderson, Doc. #20. The Vehicle secures "a dischargeable consumer debt[.]" Debtor did not claim an exemption in the Vehicle; however, Creditor's lien against the Vehicle exceeds the value of the Vehicle. Schedules C & D, Doc. #1.

Debtor asserts the Vehicle has a replacement value of \$11,850.00 even though Debtor lists the value of the Vehicle as \$4,340.00 as of the petition filing date. Schedule A/B, Doc. #1; Anderson Decl., Doc. #20. Debtor states the value of the Vehicle is based on his ownership of the Vehicle and consulting with Kelly Blue Book online. Anderson Decl., Doc. #20. As the owner, Debtor's opinion of value is evidence of the value of the Vehicle. See Fed. R. Evid. 701; see also Enewally v. Wash. Mut. Bank (In re Enewally), 368 F.3d 1165, 1173 (9th Cir. 2004).

Accordingly, the motion is GRANTED pursuant to 11 U.S.C. § 722. Debtor is allowed to redeem the Vehicle by paying \$11,850.00 to Creditor. The total amount of \$11,850.00 is to be paid in full at the time of redemption.

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL, P.C. FOR
PETER A. SAUER, TRUSTEES ATTORNEY(S)
4-27-2026 [\[80\]](#)

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

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

DISPOSITION: Granted.

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

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

Peter A. Sauer ("Movant"), attorney for chapter 7 trustee Peter L. Fear ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from March 15, 2024 through April 22, 2026. Doc. #80. Movant provided legal services valued at \$5,144.00 and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of \$85.72. Id. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Decl. of Peter L. Fear, Doc. #83.

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

Movant's services included, without limitation: (1) providing counsel to Trustee as to the administration of the chapter 7 case; (2) reviewing and preparing documents related to the disposition of assets; and (3) preparing and filing employment and fee applications. Ex. A, Doc. #82; Decl. of Peter L. Fear, Doc. #83. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$5,144.00 and reimbursement for expenses in the amount of \$85.72. Trustee is authorized to make a combined payment of \$5,229.72, representing

compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

5. [13-14214](#)-A-7 **IN RE: MARTIN/SANDRA MANNING**
[JES-3](#)

MOTION FOR COMPENSATION FOR JAMES E. SALVEN, ACCOUNTANT(S)
4-22-2026 [[72](#)]

JAMES SALVEN/MV
BENNY BARCO/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice include the names and addresses of persons who must be served with any opposition. The court encourages the moving party to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules.

James E. Salven ("Movant"), accountant for chapter 7 trustee Peter L. Fear ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from February 23, 2026 through April 22, 2026. Doc. #72. Movant provided accounting services valued at \$1,500.00, and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of \$254.21. Id. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Doc. #75.

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

Movant's services included, without limitation: (1) reviewing information relating to conflict review; (2) corresponding with Trustee; (3) inputting and processing returns; (4) preparing prompt determination and transmittal letters; and (5) preparing the employment and fee applications. Decl. of James E. Salven, Doc. #74; Ex. A, Doc. #76. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$1,500.00 and reimbursement for expenses in the amount of \$254.21. Trustee is authorized to make a combined payment of \$1,754.21, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

6. [25-13923](#)-A-7 **IN RE: JAIME KERHULAS**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-7-2026 [[20](#)]

ACAR LEASING LTD/MV
DAVID CHUNG/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.
DISCHARGED 02/23/26

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

DISPOSITION: Granted in part and denied as moot in part.

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

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

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtor's interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtor's discharge was entered on February 23, 2026. Doc. #17. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, ACAR Leasing LTD dba GM Financial Leasing ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a leased 2023 GMC Terrain, VIN: 3GKALMEG6PL145764 ("Vehicle"). Doc. #20.

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor is due for the month of February 9, 2026 in the amount of \$426.68. Decl. of Phillip Ford, Sr., Doc. #23. In addition, the lease matured on March 9, 2026, and the debtor is still in possession of the Vehicle. Id.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to repossess the leased Vehicle. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the debtor has failed to make at least one post-petition payment to Movant and the lease of the Vehicle has matured.

7. [26-10426](#)-A-7 **IN RE: MANMEET SARNA AND LAKHVINDER KAUR**
[NLG-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-24-2026 [[21](#)]

NEWREZ LLC/MV
JERRY LOWE/ATTY. FOR DBT.
NICHOLE GLOWIN/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, NewRez, LLC as servicer for Great Lake Funding I Trust ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to real property located at 5772 N. Garfield Avenue, Fresno, California 93723 ("Property"). Doc. #21.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors have failed to make at least six complete pre- and post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$105,736.14 and the entire balance of \$1,854,742.31 is due. Decl. of Justin Alexander, Doc. #23.

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 the debtors are in chapter 7. The Property is valued at \$1,700,000.00 and the debtors owe Movant \$1,854,742.31. Alexander Decl., Doc. #23.

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

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

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

8. 26-11155-A-7 **IN RE: RUDY PALMA AND ALEJANDRA NAVARRO**
SKI-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-22-2026 [11]

MERCEDES-BENZ FINANCIAL SERVICES USA LLC/MV
LAYNE HAYDEN/ATTY. FOR DBT.
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

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

The movant, Mercedes-Benz Financial Services USA, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2022 Mercedes-Benz S580V4, VIN: W1K6G7GB5NA164096 ("Vehicle"). Doc. #11.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors are delinquent for pre-petition payments in the amount of \$14,266.50. Decl. of Ashley Burrell, Doc. #13. Movant repossessed the Vehicle pre-petition on March 12, 2026, and the Vehicle is being held pending relief from stay. Id.

The court also finds that the debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtors are in chapter 7. The Vehicle is valued at \$70,825.00 and the debtors owe Movant \$90,438.22. Burrell Decl., Doc. #13.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) is ordered waived because the debtors are delinquent for pre-petition payments and Movant has possession of the Vehicle.

9. [26-10867](#)-A-7 **IN RE: EDDIE VINES**
[CLB-1](#)

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

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

NO RULING.

10. [26-10867](#)-A-7 **IN RE: EDDIE VINES**
[ELV-1](#)

MOTION TO CONVERT CASE FROM CHAPTER 7 TO CHAPTER 13
4-27-2026 [[25](#)]

JOAQUIN NOLET/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for failure to comply with this court's local rules.

The certificate of service included a custom service list. Doc. #39. However, more than six people were served, so a custom list is not permitted under Local Rule of Practice ("LBR") 7005-1(a). Instead, not more than 7 days prior to the date notice was served, the moving party needed to use the court's website to generate a Clerk's Matrix of Creditors, a Matrix of Registered Users of the Electronic Filing System and a list of persons who have filed Requests for Special Notice to serve the motion and supporting papers and attach those lists to the certificate of service. Instructions on how to generate the required lists can be found on the court's website using the following link:
[GeneratingMailingListsandLabelsQuickReference.pdf \(uscourts.gov\)](#).

As a further procedural matter, the Docket Control Number used for this motion does not comply with LBR 9014-1(c)(3), which states "the Docket Control Number 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." Here, the initials used for the DCN are those of the debtor and not the debtor's attorney or firm.

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

11. [21-22976](#)-A-7 **IN RE: THE DESIGN BUILD COMPANY, LLC**
[DML-15](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF DESMOND, NOLAN, LIVAICH & CUNNINGHAM FOR J. RUSSELL CUNNINGHAM, TRUSTEES ATTORNEY(S)
4-28-2026 [[171](#)]

ANTHONY ASEBEDO/ATTY. FOR DBT.
J. CUNNINGHAM/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

The Clerk's Matrix of Creditors used by the moving party to serve notice of the motion does not comply with Local Rule of Practice ("LBR") 7005-1(d), which requires that the Clerk's Matrix of Creditors used to serve a notice be downloaded not more than 7 days prior to the date notice is served. Here, the moving party served notice of the motion on April 28, 2026 using a Clerk's Matrix of Creditors that was generated on April 20, 2026. Doc. #176. Accordingly, service of notice of the motion does not comply LBR 7005-1(d).

12. [21-22976](#)-A-7 **IN RE: THE DESIGN BUILD COMPANY, LLC**
[DML-16](#)

MOTION FOR COMPENSATION FOR J. MICHAEL HOPPER, CHAPTER 7 TRUSTEE(S)
4-28-2026 [[177](#)]

ANTHONY ASEBEDO/ATTY. FOR DBT.
J. CUNNINGHAM/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

The Clerk's Matrix of Creditors used by the moving party to serve notice of the motion does not comply with Local Rule of Practice ("LBR") 7005-1(d), which requires that the Clerk's Matrix of Creditors used to serve a notice be downloaded not more than 7 days prior to the date notice is served. Here, the moving party served notice of the motion on April 28, 2026 using a Clerk's Matrix of Creditors that was generated on April 20, 2026. Doc. #181. Accordingly, service of notice of the motion does not comply LBR 7005-1(d).

13. [21-22976](#)-A-7 **IN RE: THE DESIGN BUILD COMPANY, LLC**
[DML-17](#)

MOTION FOR COMPENSATION FOR BACHECKI, CROM & CO., LLP, ACCOUNTANT(S)
4-28-2026 [[182](#)]

ANTHONY ASEBEDO/ATTY. FOR DBT.
J. CUNNINGHAM/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

The Clerk's Matrix of Creditors used by the moving party to serve notice of the motion does not comply with Local Rule of Practice ("LBR") 7005-1(d), which requires that the Clerk's Matrix of Creditors used to serve a notice be downloaded not more than 7 days prior to the date notice is served. Here, the

moving party served notice of the motion on April 28, 2026 using a Clerk's Matrix of Creditors that was generated on April 20, 2026. Doc. #187. Accordingly, service of notice of the motion does not comply LBR 7005-1(d).

14. [25-22383](#)-A-7 **IN RE: WAYNE/CHRISTINE PARKER**
[DNL-4](#)

CONTINUED MOTION TO SELL
2-26-2026 [\[79\]](#)

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

NO RULING.

15. [24-12873](#)-A-7 **IN RE: GRIFFIN RESOURCES, LLC**
[DMG-1](#)

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

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

NO RULING.