



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, May 28, 2025
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 (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 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. [20-12258](#)-A-11 **IN RE: JARED/SARAH WATTS**
[DAC-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-30-2025 [[422](#)]

CNH INDUSTRIAL CAPITAL AMERICA LLC/MV
LEONARD WELSH/ATTY. FOR DBT.
DEAN CHRISTOPHERSON/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

The motion was resolved by stipulation and order entered on May 27, 2025.
Doc. #433.

2. [25-10074](#)-A-12 **IN RE: CAPITAL FARMS, INC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 12 VOLUNTARY PETITION
1-10-2025 [[1](#)]

PETER FEAR/ATTY. FOR DBT.

NO RULING.

3. [25-10074](#)-A-12 **IN RE: CAPITAL FARMS, INC**
[FW-12](#)

MOTION TO CONFIRM CHAPTER 12 PLAN
4-23-2025 [[162](#)]

CAPITAL FARMS, INC./MV
PETER FEAR/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

11:00 AM

1. [25-10977](#)-A-7 **IN RE: MICHELLE CRIBBS**

PRO SE REAFFIRMATION AGREEMENT WITH GOLDEN 1 CREDIT UNION
4-29-2025 [\[15\]](#)

NO RULING.

2. [25-10796](#)-A-7 **IN RE: MOSES/GRACE RODRIGUEZ**

PRO SE REAFFIRMATION AGREEMENT WITH GUILD MORTGAGE COMPANY LLC
5-8-2025 [\[19\]](#)

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

This matter is dropped from calendar. This matter was automatically set for a hearing because the reaffirmation agreement is not signed by an attorney. However, this reaffirmation agreement appears to relate to a consumer debt secured by real property. Pursuant to 11 U.S.C. § 524(c)(6)(B), the court is not required to hold a hearing and approve this agreement. The court will issue an order.

1. [24-12000](#)-A-7 **IN RE: JOSHUA MITCHELL**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY, MOTION/APPLICATION TO COMPEL
ABANDONMENT
4-8-2025 [\[38\]](#)

AMERICREDIT FINANCIAL SERVICES, INC./MV
JERRY LOWE/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.
DISCHARGED 11/25/2024; RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted as to the motion to compel abandonment under
11 U.S.C. § 554(b); denied as moot in part for stay
relief as to the debtor's interest in the property; grant
the motion as to the trustee's interest in the property
under 11 U.S.C. § 362(d) (2).

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 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 debtor timely filed written opposition on May 11, 2025. Doc. #46. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f) (1) (B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

The moving party failed to file its reply at least seven days prior to the hearing date as required by LBR 9014(f) (1) (C). Because the reply was filed late, the court will not consider the reply in ruling on this motion.

Secured creditor AmeriCredit Financial Services, Inc. dba GM Financial ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d) (1) and (d) (2) with respect to a 2021 Infiniti Q50, VIN: JN1EV7AP6MM706872 (the "Property") and/or moves the court to compel the chapter 7 trustee of the bankruptcy estate of Joshua David Mitchell ("Debtor") to abandon the estate's interest in the Property. Doc. #38. Movant asserts Debtor has no non-exempt equity in the Property and the Property therefore has no value to the bankruptcy estate. Id. Debtor opposes Movant's request for relief from the automatic stay and does not oppose Movant's request for a motion to compel abandonment of the Property. Doc. #46.

Motion for Relief from the Automatic Stay

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

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.

The motion will proceed as to the trustee's interest in the Property and be DENIED AS MOOT IN PART as to Debtor's interest in the Property pursuant to 11 U.S.C. § 362(c)(2)(C). Debtor's discharge was entered on November 25, 2024. Doc. #36.

Movant asserts Debtor has failed to make at least 5 complete post-petition payments and that Debtor is delinquent by at least \$3,487.42. Decl. of Adriana G. Arredondo, Doc. #40. In Debtor's opposition, Debtor maintains that Debtor is current on his obligation under the promissory note with Movant and provides evidence of six (6) payments made to Movant. Decl. of Joshua David Mitchell, Doc. #47; Ex. A, Doc. #48. It appears there is a dispute of material fact as to the delinquency, if any, of the post-petition payments. That disputed material fact must be resolved before the court can grant or deny relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1).

However, relief from stay is appropriate 11 U.S.C. § 362(d)(2). Based on the evidence before the court, the court finds that the Property is not necessary to an effective reorganization because Debtor is in chapter 7. The court also finds that Debtor does not have any equity in the Property. Movant values the Vehicle at \$23,925.00, and the amount owed to Movant is \$29,015.06. Arredondo Decl., Doc. #40. While Debtor valued the Property at \$26,000.00 in his bankruptcy schedules filed on July 18, 2024, Debtor has not opposed Movant's current valuation of \$23,925.00 for the Property set forth in the Motion. Doc. #1; Arredondo Decl., Doc. #40. Movant's unopposed valuation of the Property leaves negative equity in the Property for Debtor of \$5,090.06. Doc. #38. Even if the court assumes that Debtor is current in his payments to Movant and credits Movant's asserted delinquency of \$3,487.42 to the amount owed to Movant by Debtor, there is still negative equity in the Property for Debtor. Thus, Movant has met its burden of proof for relief from stay pursuant to 11 U.S.C. § 362(d)(2).

Accordingly, relief from the automatic stay as to the trustee's interest in the Property will be granted pursuant to 11 U.S.C. § 362(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 pursuant to 11 U.S.C. § 362(d)(1) and (d)(2).

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will not be ordered waived because there is a dispute as to the amount of post-petition payments owed to Movant.

Motion to Compel Abandonment

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

increase fees, abandonment should rarely be ordered.” Id. (quoting K.C. Mach. & Tool Co., 816 F.2d at 246).

Here, Movant does not allege that the Property is burdensome to the estate. Motion, Doc. #38. Therefore, Movant must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. Debtor valued the Property at \$26,000.00 in his bankruptcy schedules filed on July 18, 2024. Schedule D, Doc. #1. The Property is encumbered by \$28,081.00 in secured debt of a lien held by Movant. Id.; Arredondo Decl., Doc. #40. Moreover, Debtor does not oppose the court granting Movant’s request to compel abandonment of the Property. Doc. #46.

The court finds that Movant has met its burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

Conclusion

Accordingly, this motion for relief from the automatic stay is DENIED AS MOOT as to Debtor’s interest in the Property and granted pursuant to 11 U.S.C. § 362(d)(2) as to the trustee’s interest in the Property. The motion to compel abandonment of the Property is GRANTED. The order shall specifically identify the property abandoned.

2. [25-10704](#)-A-7 **IN RE: KURTIS/JESSICA FRANZEN**
[DVW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-12-2025 [\[13\]](#)

21ST MORTGAGE CORPORATION/MV
JERRY LOWE/ATTY. FOR DBT.
DIANE WEIFENBACH/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, 21st Mortgage Corporation (“Movant”), seeks confirmation that the automatic stay has terminated pursuant to 11 U.S.C. § 362(h) to permit Movant to proceed to foreclose and enforce its security interest in a 2020 Fleetwood Manufactured Home, Serial No. FLE220CA2039550A/FLE220CA2039550B, Label No. PFS1256389/PFS1256390, and Decal No. LBO4960 located at 2575 S. Willow Ave, Sp #119, Fresno, California 93725 (the “Property”). Doc. #13.

Debtors Kurtis D. Franzen and Jessica L. Franzen (together, "Debtors") filed this chapter 7 bankruptcy case on March 7, 2025. Doc. #1. Movant holds a perfected security interest in the Property. According to Debtors' statement of intention, Debtors intend to retain the Property and enter into a reaffirmation agreement. Doc. #1. Debtors' first meeting of creditors was scheduled for April 14, 2025. Doc. #4. A review of the docket in Debtors' bankruptcy case shows that there is no reaffirmation agreement filed between Debtors and Movant.

11 U.S.C. § 362(h) "terminates the section 362(a) stay as to personal property securing a claim . . . if an individual debtor does not timely file his statement of intention under section 521(a)(2) or indicate in the statement that the debtor will either surrender or retain the collateral, and if retaining, either redeem or reaffirm. Section 362(h) also lifts the stay (and abandons the property) if the debtor does not timely perform the action specified in the statement of intention." Dumont v. Ford Motor Credit Co. (In re Dumont), 383 B.R. 481, 486 (B.A.P. 9th Cir. 2008), aff'd, 581 F.3d 104 (9th Cir. 2009) (footnotes omitted). A manufactured home is personal property and subject to 11 U.S.C. § 362(h). In re Williamson, 540 B.R. 460 (Bankr. D.N.M. 2015). Under 11 U.S.C. § 521(a)(2)(B), the debtor must perform the intention set forth in the statement of intention within 30 days after the first date set for the meeting of creditors unless extended by the court within the initial 30-day period.

Here, Debtors timely filed a statement of intention indicating that Debtors would retain the Property and reaffirm the debt with Movant. The first date set for Debtors' meeting of creditors was April 14, 2025. Doc. #4. Thirty days after April 14, 2025 was May 14, 2025. Debtors did not file a reaffirmation agreement with Movant by May 14, 2025, and did not seek an extension of the time to do so within that 30-day period. Thus, pursuant to 11 U.S.C. § 362(h)(1)(B), the automatic stay under 11 U.S.C. § 362(a) has terminated with respect to the Property.

Accordingly, pending opposition being raised at the hearing, the court is inclined to grant the motion pursuant to 11 U.S.C. § 362(h) 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)(3) will be ordered waived because the automatic stay has terminated by statute.

The request for attorney's fees is denied without prejudice. 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.

3. [25-10912](#)-A-7 **IN RE: JASBIR SOMAN**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
5-5-2025 [\[24\]](#)

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: The minutes of the hearing will be the court's findings and conclusions.

ORDER: The court will issue an order.

This matter will proceed as scheduled. An amended creditor matrix (Doc. #21) was filed by the debtor on April 21, 2025, which added a creditor who was not listed on the previously filed creditor matrix. A fee of \$34.00 was required at the time of filing because the amended creditor matrix added a creditor. The fee was not paid. A notice of payment due was served on the debtor on April 30, 2025. Doc. #23.

If the filing fee of \$34.00 is not paid prior to the hearing, the amended creditor matrix (Doc. #21) may be stricken, and sanctions will be imposed on the debtor on the grounds stated in the order to show cause.

4. [24-11316](#)-A-7 **IN RE: GEORGE/NORMA DELGADO**
[DMG-2](#)

MOTION TO SELL
4-21-2025 [\[29\]](#)

JEFFREY VETTER/MV
PETER FEAR/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.

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

DISPOSITION: Granted if the Moving Party adequately supplements the record at the hearing.

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 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). Therefore, the defaults of the above-mentioned parties in interest are entered. This matter will proceed as scheduled to permit the moving party to supplement the record at the hearing and for higher and better offers.

Jeffrey M. Vetter ("Trustee"), the chapter 7 trustee of the bankruptcy estate of George Gonzalez Delgado and Norma Ramirez Delgado (together, "Debtors"), moves the court pursuant to 11 U.S.C. § 363(b) for an order authorizing the sale of Debtors' one-third (1/3) interest (the "Property") in 40 acres of bare land located at APN No. 010-061-645 (the "40 Acres") to Janet Soares and Dennis Soares (together, "Buyers") for the purchase price of \$70,000.00, subject to higher and better bids at the hearing. Doc. #29, Ex. A, Doc. #32. Debtors own a one-third interest in the 40 Acres with two other owners. Doc. #1; Doc. #29. Trustee also seeks authorization to pay a commission for the sale to Pearson Realty ("Broker"). Doc. #29.

While the motion appears to seek authority for Trustee to sell to Buyers the 40 Acres instead of Debtors' one-third interest in the 40 Acres, the Vacant Land Purchase Agreement and Joint Escrow Instructions (the "Agreement") attached as an exhibit to the motion indicates that the asset to be sold is only Debtors' one-third interest in the 40 Acres. Ex. A, Doc. #32. Because Trustee has not sought authority to sell all 40 Acres free and clear of the co-

owners' interest pursuant to 11 U.S.C. § 363(h), the court will only approve a sale of the Property and not a sale of the 40 Acres.

Selling Property of Estate under 11 U.S.C. § 363(b) (1) Permitted

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

Trustee believes that approval of the sale of the Property on the terms set forth in the Agreement is in the best interests of creditors and the estate. Doc. #29. Buyers tendered an offer of \$70,000.00 to purchase the Property, which Trustee has accepted conditioned upon the court's approval and better and higher offers at the hearing. Decl. of Trustee, Doc. #31. The sale is "as is" with no warranties or representations of any nature. Id. Buyers have made an initial deposit of \$7,000.00. Id. Trustee believes there are no liens or encumbrances on the Property. Id. Trustee expects to pay a \$4,200.00 commission to Broker and, after commissions, costs of sale, estimated lien satisfaction and other charges, expects a net return to the estate in the amount of \$60,000.00. Id.

However, the court finds that two clarifications on the record are needed before this motion can be granted. First, Debtors own a one-third interest in the 40 Acres, as there are two other owners of the 40 Acres. The moving papers do not state the names of the other two owners of the 40 Acres, so the court cannot determine whether the other two owners of the 40 Acres have received notice of this motion. If the two other owners of the 40 Acres have not received notice of this motion, there is no indication in the moving papers whether the two other owners affirmatively consent to the sale of Debtors' one-third interest in the 40 Acres to Buyers. At the hearing, Movant must provide the names of the other two owners of the 40 Acres and supplement the record as to how the other two owners were given notice of this motion and whether they consent to the sale of Debtors' one-third interest in the 40 Acres to Buyers.

Second, Movant's motion states the real property is located in San Luis Obispo County and refers to APN No. 010-061-645. Doc. #29 at p. 1. However, the remainder of the motion and the Agreement (Ex. A, Doc. #32) show the real property location is in Fresno County at APN No. 010-061-64S, and Debtors' schedules states that the 40 Acres are located in San Luis Water District at APN No. 010-061-57S with no further indication of location. Doc. #1. Movant must clarify on the record at the hearing the county in which the 40 Acres are located.

Accordingly, subject to Trustee adequately supplementing the record at the hearing and subject to overbid offers made at the hearing, the court will GRANT Trustee's motion and authorize the sale of the Property to Buyers or the highest bidder pursuant to 11 U.S.C. § 363(b) (1). The motion does not

specifically request, nor will the court authorize, the sale free and clear of any liens or interests. Trustee indicates that there are no liens or encumbrances on the Property.

Compensation to Broker

Trustee also seeks authorization to pay Broker a commission for the sale of the Property. This court has determined that employment of Broker is in the best interests of the estate and has previously authorized a percentage commission payment structure pursuant to 11 U.S.C. § 328. Order, Doc. #23.

Trustee seeks to pay Broker a 6% commission on the sale of the Property as the real estate broker for the sale of the Property because Broker represented both Trustee and Buyers in this transaction. Trustee Decl., Doc. #31. Trustee estimates that Broker's commission for the sale of the Property will equal \$4,200.00. Id. The court finds the compensation sought is reasonable, actual, and necessary.

Conclusion

Accordingly, subject to overbid offers made at the hearing and subject to Trustee adequately supplementing the record at the hearing, the court will GRANT Trustee's motion and authorize the sale of the Property pursuant to 11 U.S.C. § 363(b)(1). Trustee is authorized to pay Broker for services as set forth in the motion.

5. [22-10825](#)-A-7 **IN RE: JAMIE/MARIA GARCIA**
[PPR-1](#)

MOTION TO COMPEL ABANDONMENT
5-2-2025 [\[35\]](#)

LAKEVIEW LOAN SERVICING, LLC/MV
NEIL SCHWARTZ/ATTY. FOR DBT.
LEE RAPHAEL/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.

Secured creditor Lakeview Loan Servicing, LLC ("Movant") moves the court to compel the chapter 7 trustee of the bankruptcy estate of Jamie Rene Garcia and Maria Cruz Garcia (together, "Debtors") to abandon the estate's interest in the single-family residence located at 402 Ellie Court, Shafter, California 93263 (the "Property"). Doc. #35. Movant asserts Debtors have no non-exempt equity in

the Property and the Property therefore has no value to the bankruptcy estate. Doc. #35.

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

Here, Movant does not allege that the Property is burdensome to the estate. Motion, Doc. #35. Therefore, Movant must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. Movant asserts Debtors' interest in the Property is valued at \$387,872.00. Schedule D, Doc. #1; Decl. of Melissa Riley, Doc. #38. The Property is encumbered by \$231,757.00 in secured debt consisting of a lien held by Movant. Id. In addition, Debtors claimed a \$600,000.00 exemption in the Property under California Civil Procedure Code § 704.730. Schedule C, Doc. #1. The court finds that Movant has met its burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

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

6. [25-10832-A-7](#) **IN RE: FERNANDO LUGO CERVANTES**
[MML-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-16-2025 [\[17\]](#)

MARIANO CARRANZA/MV
ERIC ESCAMILLA/ATTY. FOR DBT.
STAN MALLISON/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 certificates of service filed in connection with this motion show that the chapter 7 trustee and the debtor were only served electronically pursuant to Federal Rule of Civil Procedure 5 and Federal Rules of Bankruptcy Procedure ("Rule") 7005 and 9036 Service. Doc. ##22, 24. However, Rules 4001(a)(1) and 9014(b) require service of a motion for relief from stay to be made pursuant to Rule 7004 on the chapter 7 trustee and the debtor. Rule 9036(e) does not permit

electronic service when any paper is required to be served in accordance with Rule 7004.

Because neither the chapter 7 trustee nor the debtor were served by mail as required by Rule 7004(b)(1), the motion was not served properly on either the chapter 7 trustee or the debtor.

Accordingly, this motion is DENIED WITHOUT PREJUDICE for improper service.

7. [22-12133](#)-A-7 **IN RE: COMMUNITY REGIONAL ANESTHESIA MEDICAL GROUP, INC.**
[FW-5](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL, P.C. FOR
PETER A. SAUER, TRUSTEES ATTORNEY(S)
4-25-2025 [\[68\]](#)

RILEY WALTER/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 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.

Fear Waddell, P.C., ("Movant"), attorney for chapter 7 trustee Irma C. Edmonds ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from December 16, 2022 through April 23, 2025. Doc. #68. Movant provided legal services valued at \$26,380.50, and requests compensation for that amount. Doc. #68. Movant requests reimbursement for expenses in the amount of \$325.13. Doc. #68. This is Movant's first and final fee application.

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 regarding administration of the chapter 7 case; (2) assisting in asset recovery with respect to the debtor's medical practice; (3) preparing and filing motion to sell; (4) preparing and filing motion to approve settlement agreement; and (5) preparing and filing employment and fee applications. Decl. of Peter A. Sauer, Doc. #70; Exs. B & C, Doc. #72. 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 \$26,380.50 and reimbursement for expenses in the amount of \$325.13. Trustee is authorized to make a combined payment of \$26,705.63, 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.

8. [25-10233](#)-A-7 **IN RE: GERARDO CLAVEL CARTAGENA**
[HRH-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-7-2025 [\[46\]](#)

CROSSROADS EQUIPMENT LEASE AND FINANCE, LLC/MV
PETER BUNTING/ATTY. FOR DBT.
RAFFI KHATCHADOURIAN/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.

Crossroads Equipment Lease and Finance, LLC ("Movant") seeks relief from the automatic stay to allow Movant to recover and sell a vehicle referred to as a 2019 Kenworth T800 truck, VIN: 1XKDD49XXKR296497 (the "Vehicle"). Doc. #46.

Gerry Trucking LLC (the "LLC"), the limited liability company of debtor Gerardo Evelio Clavel Cartagena ("Debtor"), entered into a master equipment finance agreement (the "Agreement") with Movant to finance the purchase of the Vehicle. Ex. 1, Doc. #49. Debtor executed a guaranty of the LLC's obligation to Movant pursuant to the Agreement. Id. On November 10, 2024, the LLC breached the terms of the Agreement by failing to make the monthly payments. Decl. of Jim St. Clair, Doc. #48.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause. "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).

Based on the evidence before the court, the court finds cause exists to grant relief from the automatic stay to permit Movant to foreclose on the Property because the Vehicle is not property of Debtor's bankruptcy estate. Debtor is merely a guarantor on the promissory note between Movant and LLC. St. Clair Decl., Doc. #48. The legal or equitable interest in the Vehicle belongs to LLC, and Debtor has not scheduled the Property. Schedules A/B, Doc. #17.

Movant also seeks waiver of the 14-day stay imposed by Federal Rule of Bankruptcy Procedure ("Rule") 4001(a)(3). The court finds cause exists to waive the 14-day stay under Rule 4001(a)(3) because the Vehicle belongs to LLC and is not property of Debtor's bankruptcy estate.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED and the 14-day stay under Rule 4001(a)(3) will be waived.

9. [17-10743](#)-A-7 **IN RE: RUPERTO MARTINEZ**
[ALG-3](#)

EVIDENTIARY HEARING RE: MOTION TO AVOID LIEN OF COLLECT ACCESS, LLC
8-19-2024 [\[46\]](#)

RUPERTO MARTINEZ/MV
JANINE ESQUIVEL/ATTY. FOR DBT.
JANINE ESQUIVEL OJI/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if clarified on the record.

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 originally 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). Collect Access, LLC ("Creditor") filed timely written opposition. On May 23, 2025, Creditor withdrew its opposition to this motion. The failure of other creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered. Because it is unclear to the court what value the moving party is using for the residential real property that is the subject of this motion, this matter will be heard as scheduled.

Ruperto Martinez ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Creditor on the residential real property commonly referred to as 2107 Riverview Drive, Madera, California 93637 (the "Property"). Doc. #46; Am. Schedule D, Doc. #27; Am. Schedule C, Doc. #41.

In order 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). 11 U.S.C. § 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)).

Debtor filed his bankruptcy petition on March 2, 2017. Doc. #1. Debtor received an order of discharge on June 14, 2017, and an order reopening his bankruptcy case on June 28, 2024. Doc. #15, 24. A judgment was entered against Debtor in the amount of \$41,528.95 in favor of Creditor on September 26, 2006, and renewed on May 20, 2016. Ex. F, Doc. #49. A renewal of judgment was recorded in Madera County on November 20, 2016, as document number 2016030414. Ex. F, Doc. #49. The lien attached to Debtor's interest in the Property located in Madera County. Id. The Property is encumbered by a first deed of trust in favor of US Bank Home Mortgage in the amount \$175,641.00. Am. Schedule D, Doc. #27. Debtor claimed an exemption of \$75,000.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #41.

In the initial motion, Debtor asserted a market value for the Property of \$254,519.00 but deducted an estimated 8% costs of a hypothetical sale leaving the value of their interest in the Property at \$234,157.48 on his Schedules and for this motion. Am. Schedule A/B, Doc. #27; Decl. of Ruperto Martinez, Doc. #48. However, Debtor's deduction of an estimated 8% costs of a hypothetical sale for this motion is contrary to In re Aslanyan, which this court finds persuasive and follows, in which Judge McManus held "[l]iquidation costs or closing costs are not deducted from market value in the context of a motion to avoid a judicial lien." No. 17-24195, 2017 Bankr. LEXIS 4363, at *4 (Bankr. E.D. Cal. Dec. 20, 2017); In re Wolmer, 494 B.R. 783, 784 (Bankr. D. Conn. 2013); In re Barrett, 370 B.R. 1, 3 (Bankr. D. Me. 2007) ("[A] bevy of courts have opted against including hypothetical sales costs and other transaction costs in the valuation of collateral for the purpose of determining the fate of a judicial lien."); In re Sheth, 225 B.R. 913, 918-19 (Bankr. N.D. Ill. 1998); In re Sumerell, 194 B.R. 818, 827 (Bankr. E.D. Tenn. 1996); In re Abrahamzadeh, 162 B.R. 676, 678 (Bankr. N.J. 1994); In re Yackel, 114 B.R. 349, 351 (Bankr. N.D.N.Y. 1990). "When the bankruptcy court determines a debtor's exemption rights in property, 11 U.S.C. § 522(a)(2) directs it to value property at 'market value as of the date of the filing of the petition' There is no provision in section 522(a)(2) or in the statutory formula in section 522(f)(2)(A) mandating that a debtor's likely costs of sale be taken into account when ascertaining market value." Aslanyan, 2017 Bankr. LEXIS 4363, at *4.

In support of its opposition, Creditor filed the appraisal of the Property by Brian J. Spear that valued the Property at \$290,000 as of July 31, 2017. Decl. of Brian J. Spear, Doc. #53; Ex. A, Doc. #54. The court permitted discovery over the value of the Property and set an evidentiary hearing setting conference on this motion for May 28, 2025 at 1:30 p.m. Id. On May 14, 2025, Debtor filed an Amended Schedule A/B asserting that the fair market value for the Property is \$250,000.00, without any deduction for estimated costs of sale. Am. Schedule A/B, Doc. #76. Subsequently, on May 23, 2025, Creditor withdrew its opposition to Debtor's motion. Doc. #78.

Using the value of the Property listed in Debtor's Amended Schedule A/B and applying the statutory formula:

Amount of Creditor's judicial lien		\$41,528.95
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$175,641.00
Amount of Debtor's claim of exemption in the Property	+	\$75,000.00
		\$292,169.95
Value of Debtor's interest in the Property absent liens	-	\$250,000.00
Amount Creditor's lien impairs Debtor's exemption		\$42,169.95

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption in the Property and its fixing may be avoided.

Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1). Accordingly, pending clarification on the record as to the value of the Property Debtor is asserting for purposes of this motion, the court is inclined to GRANT this motion. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

10. [24-12145](#)-A-7 **IN RE: ERIK LUNA**
[FW-2](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH
FRANCISCO FRANCO AND MARIA GUADALUPE FRANCO
4-23-2025 [\[29\]](#)

PETER FEAR/MV
LAYNE HAYDEN/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 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.

Peter L. Fear ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Erik Luna ("Debtor"), moves the court for an order pursuant to Federal Rule of Bankruptcy Procedure 9019 approving a settlement agreement between Trustee and Debtor's parents, Francisco Franco and Maria Guadalupe Franco (together, "Defendants"), regarding the preferential transfer of real property located at 2113 N. Lodi Avenue, Fresno, California 93722 (the "Property"). Doc. #29.

Prepetition, Debtor purchased the Property in the amount of \$162,000.00. Doc. #29. On October 4, 2023, Debtor transferred his interest in the Property for no consideration to Defendants. Id. On April 10, 2024, Defendants transferred the Property to a third party for \$355,000.00. Id. Debtor filed for bankruptcy on July 29, 2024. Doc. #1. Upon appointment, Trustee discovered the

transfers related to the Property and demanded the return of the Property. Id. After no response from the transferring parties, Trustee initiated an adversary proceeding against Defendants. Id.; Case No. 24-01032. To resolve this dispute, Trustee and Defendants have entered into a Settlement Agreement and Release, which states the "Defendants shall pay the sum of \$20,000.00 to the Trustee within ten (10) days of the entry of an order from the bankruptcy court approving this settlement. If this payment is not made, Trustee shall be entitled to seek entry of Judgment in the adversary proceeding in the amount of \$355,000.00." Decl. of Peter Fear, Doc. #31; Ex. A, Doc. #32.

On a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Fed. R. Bankr. P. 9019. Approval of a compromise must be based upon considerations of fairness and equity. Martin v. Kane (In re A & C Props.), 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the creditors with a proper deference to their reasonable views. Woodson v. Fireman's Fund Ins. Co. (In re Woodson), 839 F.2d 610, 620 (9th Cir. 1988).

It appears from the moving papers that Trustee has considered the standards of A & C Properties and Woodson. Doc. #29. Trustee asserts while the probability of success is high, the prospect of functional and substantial recovery is low. Fear Decl., Doc. #31. While there is no guarantee that Defendants will make the \$20,000.00 payment called for in the settlement agreement, Trustee believes that the collection of the negotiated amounts are not an issue. Id. Further, this settlement would eliminate additional administrative expenses and attorney's fees. Id. The court concludes that the A & C Properties factors balance in favor of approving the compromise, and the compromise is in the best interest of the creditors and the estate.

Accordingly, it appears that the compromise pursuant to Federal Rule of Bankruptcy Procedure 9019 is a 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). No opposition has been filed. Furthermore, the law favors compromise and not litigation for its own sake. Id.

Accordingly, the motion is GRANTED, and the settlement between Trustee and Defendants is approved. Trustee is authorized, but not required, to execute any and all documents necessary to satisfy the terms of the proposed settlement.

This ruling is not authorizing the payment of any fees or costs associated with the litigation.

11. [25-10946](#)-A-7 **IN RE: DAKOTA AUSTIN AND HAILEY GROSS**
[TAB-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-8-2025 [\[31\]](#)

PACIFIC LOS ALISOS, LLC/MV
TODD BRISCO/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

The certificate of service filed in connection with this motion shows that the chapter 7 trustee was only served electronically pursuant to Federal Rule of Civil Procedure 5 and Federal Rules of Bankruptcy Procedure ("Rule") 7005 and 9036 Service. Doc. #37. However, Rules 4001(a)(1) and 9014(b) require service of a motion for relief from stay to be made pursuant to Rule 7004 on the chapter 7 trustee. Rule 9036(e) does not permit electronic service when any paper is required to be served in accordance with Rule 7004.

Because the chapter 7 trustee was not served by mail as required by Rule 7004(b)(1), the motion was not served properly on the chapter 7 trustee.

Accordingly, this motion is DENIED WITHOUT PREJUDICE for improper service.

12. [24-12949](#)-A-7 **IN RE: TERRANCE COX AND KATHLEEN MURPHY**
[PBB-1](#)

MOTION TO COMPEL ABANDONMENT
4-30-2025 [\[30\]](#)

KATHLEEN MURPHY/MV
PETER BUNTING/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 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 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 movants have done here.

Terrance John Cox and Kathleen Marie Murphy (together, "Debtors"), the chapter 7 debtors in this case, move the court to compel the chapter 7 trustee to abandon the estate's interest in the single-family residence located at 607 E. Garland Avenue, Fresno, California 93704 also known as 3714 N. Van Ness Boulevard, Fresno, California 93704 (the "Property"). Doc. #30. Debtors assert that they have no non-exempt equity in the Property and the Property therefore has no value to the bankruptcy estate. Doc. #30. No opposition has been filed in response to this motion.

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

Here, Debtors do not allege that the Property is burdensome to the estate. Motion, Doc. #30. Therefore, Debtors must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. The Property is valued at \$742,206.00 and is encumbered by a first deed of trust held by PHH Mortgage in the amount of \$252,677.00 and a second deed of trust held by Wells Fargo Mortgage in the amount of \$213,124.00. Schedule D, Doc. #1; Am. Schedule A/B, Doc. #18; Decl. of Terrance John Cox, Doc. #32. Under California Civil Procedure Code § 704.730, Debtors claimed a combined exemption in the amount of \$348,000.00 in the Property. Schedule C, Doc. #1; Cox Decl., Doc. #32. The court finds that Debtors have met their burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

Accordingly, this motion is GRANTED. The order shall specifically identify the property abandoned.

MOTION FOR COMPENSATION FOR JAMES E. SALVEN, ACCOUNTANT(S)
4-25-2025 [\[89\]](#)

JAMES SALVEN/MV
ANTHONY ASEBEDO/ATTY. FOR DBT.
RESPONSIVE PLEADING

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.

James E. Salven ("Movant"), certified public accountant for chapter 7 trustee Irma Edmonds ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from December 28, 2023 through April 18, 2025. Doc. #89. Movant provided accounting services valued at \$1,904.00, and requests compensation for that amount. Doc. #89. Movant requests reimbursement for expenses in the amount of \$140.05. Doc. #89. Trustee consents to the amount requested in Movant's application. Doc. #92. This is Movant's first and final fee application.

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) preparing and filing employment application; (2) reviewing and inputting various tax return data; (3) requesting and reviewing cost and fee data; (4) reviewing settlement stipulation; (5) processing returns and prompting determination letters; and (6) preparing and filing fee application. Exs. A & B, Doc. #91; Decl. of James E. Salven, Doc. #93 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 \$1,904.00 and reimbursement for expenses in the amount of

\$140.05. Trustee is authorized to make a combined payment of \$2,044.05, 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.

14. [25-10961](#)-A-7 **IN RE: CRYSTAL YBARRA**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-24-2025 [\[12\]](#)

TD BANK, N.A./MV
BENNY BARCO/ATTY. FOR DBT.
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, TD Bank, N.A. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2020 Lincoln Nautilus, VIN: 2LMPJ6K91LBL27455 (the "Vehicle"). Doc. #12.

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least one complete post-petition payment. Movant has produced evidence that the debtor is delinquent by at least \$397.82. Decl. of Paulette Carter, Doc. #14. According to the debtor's statement of intention, the Vehicle will be surrendered. Doc. #1.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to dispose of its collateral pursuant to applicable law and to

use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtor has failed to make at least one post-petition payment to Movant and the Vehicle is a depreciating asset.

15. [25-11474](#)-A-7 **IN RE: FELIX SOSA AND JUANITA LOPEZ**
[DAT-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-13-2025 [\[16\]](#)

INFINITY ESTATES LLC/MV
DAVID TRINH/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, Infinity Estates, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to proceed with an unlawful detainer action currently pending in Alameda County Superior Court, Case No. 25CV108615 (the "Unlawful Detainer Action"), against joint debtor Juanita Lopez ("Joint Debtor"). Doc. #16. The Unlawful Detainer Action is in reference to Joint Debtor's occupancy of real property located at 1492 162 Avenue, Unit #5, San Leandro, California 94578 (the "Property"). Id.

Felix Sosa and Joint Debtor (together, "Debtors") filed this chapter 7 bankruptcy case on May 6, 2025. Doc. #1. On February 15, 2024, Movant entered into an agreement to lease the Property to Kay Claudia Gutierrez and Jose Marcelo (together, "Tenants") at an initial rate of \$1,600.00 a month that later increased to \$1,744.00 a month. Decl. of Bobby Nijjar, Doc. #19; Ex. A, Doc. #18. As of January 21, 2025, Tenants were behind on their rent payments in the amount of \$3,733.00. Nijjar Decl., Doc. #19. On January 21, 2025, Movant served a three-day notice to pay rent or quit on Tenants and all tenants in possession. Ex. B, Doc. #18. Movant filed the Unlawful Detainer Action on January 29, 2025. Ex. C, Doc. #18. On April 3, 2025, Tenants, along with Martin Marcelo, Julia Gomez and Joint Debtor, filed their answers to the Unlawful Detainer Action. Ex. D, Doc. #18. A trial date in the Unlawful Detainer Action was scheduled for May 8, 2025, which was continued to June 5, 2025 due to Joint Debtor filing this bankruptcy case. Nijjar Decl., Doc. #19. Movant asserts it has suffered daily damages due to the lost rental income and that, as of May 1, 2025, Movant is owed \$10,749.00 in back rent. Id.

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11 U.S.C. § 362(d) (1) Analysis

11 U.S.C. § 362(d) (1) allows the court to grant relief from the automatic stay for cause. "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). When a movant prays for relief from the automatic stay to initiate or continue non-bankruptcy court proceedings, a bankruptcy court may consider the "Curtis factors" in making its decision. In re Kronemyer, 405 B.R. 915, 921 (9th Cir. B.A.P. 2009). "[T]he Curtis factors are appropriate, nonexclusive, factors to consider in determining whether to grant relief from the automatic stay" to allow litigation in another forum. Id. The Curtis factors include: (1) whether the relief will result in a partial or complete resolution of the issues; (2) the lack of any connection with or interference with the bankruptcy case; (3) whether the non-bankruptcy forum has the expertise to hear such cases; (4) whether litigation in another forum would prejudice the interests of other creditors; and (5) the interest of judicial economy and the expeditious and economical determination of litigation for the parties. In re Curtis, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984).

Here, granting Movant relief from the automatic stay will allow Movant to continue the Unlawful Detainer Action in state court, which will allow the issue of possession of the Property to be adjudicated on its merits. Further, the interests of judicial economy favor granting relief from the automatic stay so that Movant can regain possession of the Property. Finally, permitting Movant to pursue a judgment in state court will not prejudice the interests of Debtors as Joint Debtor has no legal right to occupy the Property either through ownership or a lease agreement. Joint Debtor will suffer no legally cognizable harm by being forced to resolve the Unlawful Detainer Action in state court.

For these reasons, the court finds that cause exists to lift the stay pursuant to 11 U.S.C. § 362(d) (1) to permit Movant to proceed with the Unlawful Detainer Action in state court and enforce any resulting judgment.

11 U.S.C. § 362(d) (2) Analysis

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.

Here, the court finds that the Property is not necessary to an effective reorganization because Debtors are in chapter 7. The court also finds that Debtors do not own the Property, have no legal right to occupy the Property through a lease agreement, and do not have any equity in the Property.

For these reasons, the court finds that cause exists to lift the stay pursuant to 11 U.S.C. § 362(d) (2).

Conclusion

Accordingly, pending opposition being raised at the hearing, the court is inclined to grant the motion pursuant to 11 U.S.C. § 362(d) (1) and (d) (2) to permit Movant to proceed under applicable nonbankruptcy law to prosecute the Unlawful Detainer Action in state court and to enforce any resulting judgment for unlawful detainer, including all necessary steps to obtain possession of the Property from Debtors. No other relief is awarded.

Because Debtors have no legal right to occupy the Property either through ownership or a lease agreement and trial on the Unlawful Detainer Action was

set to proceed two days after Debtors filed their bankruptcy petition, the 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived.

16. [17-13776](#)-A-7 **IN RE: JESSICA GREER**
[SFR-6](#)

MOTION FOR ORDER APPROVING STIPULATION
4-30-2025 [[122](#)]

JAMES SALVEN/MV
PETER FEAR/ATTY. FOR DBT.
SHARLENE ROBERTS-CAUDLE/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.

James E. Salven ("Trustee"), the chapter 7 trustee of the estate of Jessica Anne Greer ("Debtor"), requests an order approving a stipulation between Trustee and the California Department of Food & Agriculture ("CDFA") pursuant to Federal Rule of Bankruptcy Procedure ("Rule") 9019 for a complete settlement of Trustee's adversary proceeding for turn-over of cattle proceeds. Doc. #122.

Debtor filed this bankruptcy case on September 29, 2017. Doc. #1. Trustee was appointed as chapter 7 trustee. Doc. #2. Prepetition, Debtor's husband, Justin Greer ("Greer"), had an interest in cattle that were sold by CDFA. Adv. Proc. No. 18-01017, Doc. #1. CDFA holds proceeds from the sale of those cattle in the amount of \$174,925.75 ("Cattle Sale Proceeds"). Id.; Ex. A, Doc. #125. On May 30, 2018, Greer was indicted for fifteen counts of grand theft of personal property in violation of California Penal Code § 487(a) and four counts of violations of California Corporations Code § 29536, all counts of which relate to allegations of cattle theft and unlawfully offering to sell cattle. Ex. A, Doc. #125.

Trustee asserts that Debtor has a community property interest in the Cattle Sale Proceeds and demanded that CDFA turnover the Cattle Sale Proceeds to Debtor's estate. Adv. Proc. No. 18-01017, Doc. #1. After CDFA refused to turn over the Cattle Sale Proceeds to Trustee, Trustee filed an adversary proceeding against CDFA to turn over the Cattle Sale Proceeds and for declaratory relief

that the Cattle Sale Proceeds are the community property of Debtor. Id. CDFA had been holding \$174,925.75 in Cattle Sale Proceeds for distribution to the rightful owners of the cattle, to the extent such owners could be determined. Ex. A, Doc. #125.

The adversary proceeding was continued numerous times pending the outcome of Greer's criminal trial. Ex. A, Doc. #125. Greer eventually entered a plea of nolo contendere to all twenty counts in the indictment, was sentenced to four years in prison with two years suspended and ordered to pay restitution in the amount of \$3,314,129.50. Id. CDFA asserts the remaining Cattle Sale Proceeds do not constitute a community property asset of the estate and should be distributed to the rightful owners of the cattle, including Dana Gillespie and J.J. Healy, or should be distributed as restitution to the victims of Greer's criminal conduct. Id. Trustee alleges that J.J. Healy waived his claim to proceeds held by CDFA. Id.

CDFA and Trustee, on behalf of Debtor's estate, entered into a stipulation to resolve the adversary proceeding. Under the terms of the settlement agreement, the parties have agreed to the disbursement of the Cattle Sale Proceeds as follows:

- (1) CDFA will pay \$62,987.42 from the Cattle Sale Proceeds and interest in the amount of \$9,807.14 for a combined amount of \$72,794.56 to Dana Gillespie through his counsel.
- (2) CDFA will turnover Cattle Sale Proceeds in the amount of \$68,429.44 to Debtor's bankruptcy estate that CDFA has determined belong to J.J. Healy pursuant to court order or upon written confirmation from J.J. Healy or his counsel confirming the alleged agreement is not contested.
- (3) CDFA will turn over Cattle Sale Proceeds in the amount of \$43,508.89 to Debtor's bankruptcy estate for which CDFA is unable to determine the rightful owner.
- (4) In conjunction with \$111,938.33 of proceeds to be paid to Debtor's bankruptcy estate, CDFA will turnover the interest earned on those proceeds in the amount of \$17,443.00 for a combined amount of \$129,381.33. Trustee agrees that the interest on the Cattle Sale Proceeds will be calculated through March 31, 2025, and will be capped at the amount listed in the stipulation.
- (5) Upon receipt of the funds owed to Debtor's bankruptcy estate by CDFA, Trustee will dismiss the adversary proceeding against CDFA with prejudice.

Ex. A, Doc. #125.

On a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Fed. R. Bankr. P. 9019. Approval of a compromise must be based upon considerations of fairness and equity. Martin v. Kane (In re A & C Props.), 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the creditors with a proper deference to their reasonable views. Woodson v. Fireman's Fund Ins. Co. (In re Woodson), 839 F.2d 610, 620 (9th Cir. 1988).

It appears from the moving papers that Trustee has considered the standards of A & C Properties and Woodson. Decl. of Trustee, Doc. #124.

1. Probability of success in litigation: Trustee believes the estate would eventually prevail in the adversary proceeding, the case has been ongoing for more than seven years and further litigation is not cost effective. Id. This factor supports approval of the settlement.

2. Collection: Pursuant to the executed stipulation, the funds have already been tendered and are in Trustee's possession. Id. This factor supports approval of the settlement.

3. Complexity of litigation: The issues raised in the adversary proceeding surrounding ownership of each cow sold and the funds generated from each sale are so convoluted that they appear incapable of being unraveled. The case has been ongoing for more than seven years and the settlement will result in a resolution and prevent further litigation. Id. This factor supports approving the settlement.

4. Interests of creditors: Trustee declares that approval of the settlement is reasonable and believes creditors would be in favor of this stipulation. Id. This factor supports approving the settlement.

The court concludes that the Woodson factors balance in favor of approving the compromise, and the compromise is in the best interests of the creditors and the estate.

Accordingly, it appears that the compromise pursuant to Federal Rule of Bankruptcy Procedure 9019 is a 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). No opposition has been filed. Furthermore, the law favors compromise and not litigation for its own sake. Id.

Accordingly, the motion is GRANTED, and the settlement between CDFA and Trustee on behalf of Debtor's estate is approved. Trustee is authorized, but not required, to enter into, execute, and deliver any documents as may be required to effectuate the settlement agreement.

This ruling is not authorizing payment of any fees or costs associated with the litigation.

17. [25-11560](#)-A-7 **IN RE: SANDRA REED**

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-20-2025 [\[17\]](#)

KHOA HOANG/MV
OST 5/21/25

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted in part and denied in part if proof of service of the motion and order shortening time are filed with the court prior to the hearing.

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

On May 21, 2025, the court granted the moving party's ex parte application for an order shortening time to hear the moving party's motion for relief from the automatic stay. Doc. #22. This motion was set for hearing on May 28, 2025 at 1:30 p.m. pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). If proof of service of the motion and order shortening time are filed with the court prior to the hearing and unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant relief from stay to proceed with the unlawful detainer action in state court and deny the request for *in rem* relief. 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.

As a procedural matter, the motion and supporting papers do not comply with LBR 9014-1(c). "In motions filed in the bankruptcy case, a Docket Control Number (designated as DCN) shall be included by all parties immediately below the case number on all pleadings and other documents, including proofs of service, filed in support of or opposition to motions." LBR 9014-1(c)(1). "Once a Docket Control Number is assigned, all related papers filed by any party, including motions for orders shortening the amount of notice and stipulations resolving that motion, shall include the same number." LBR 9014-1(c)(4). See LBR 9004-2(b)(6).

As a further procedural matter, the exhibits filed by the movants are not identified individually, do not include an exhibit index, and have not been properly numbered as required by LBR 9004-2(d)(2).

Even though the movants are representing themselves, the court encourages the movants 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>.

The movants, Lan Vu and Khoa Hoang (together, "Movants"), seek relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) and *in rem* relief pursuant to 11 U.S.C. § 362(d)(4) to permit Movants to proceed with an unlawful detainer action in Orange County Superior Court, Case No. 30-2025-0159019-CL-UD-CJC (the "Unlawful Detainer Action"), against debtor Sandra Reed ("Debtor"). Doc. #17. The Unlawful Detainer Action is in reference to Debtor's occupancy of real property located at 933 S. Susan St., Santa Ana, California 92704 (the "Property"). Id.

Debtor filed this chapter 7 bankruptcy case on May 13, 2025. Doc. #1. On February 15, 2024, Movants entered into an agreement to lease the Property to Robert Stoian ("Tenant") at an initial rate of \$5,800.00 a month. Decl. of Lan Vu, Doc. #18; Ex., Doc. #19. Movant filed the Unlawful Detainer Action based on Tenant's rental default after proper notice. Vu Decl., Doc. #18. On February 19, 2025, Tenant and Debtor filed their answers to the Unlawful Detainer Action. Ex., Doc. #19. A trial date in the Unlawful Detainer Action was continued to May 27, 2025 due to Debtor filing this bankruptcy case. Doc. #17.

11 U.S.C. § 362(d)(1) Analysis

11 U.S.C. § 362(d)(1) allows the court to grant relief from the automatic stay for cause. "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). When a movant prays for relief from the automatic stay to initiate or continue non-bankruptcy court proceedings, a bankruptcy court may consider the "Curtis factors" in making its

decision. In re Kronemyer, 405 B.R. 915, 921 (9th Cir. B.A.P. 2009). “[T]he Curtis factors are appropriate, nonexclusive, factors to consider in determining whether to grant relief from the automatic stay” to allow litigation in another forum. Id. The Curtis factors include: (1) whether the relief will result in a partial or complete resolution of the issues; (2) the lack of any connection with or interference with the bankruptcy case; (3) whether the non-bankruptcy forum has the expertise to hear such cases; (4) whether litigation in another forum would prejudice the interests of other creditors; and (5) the interest of judicial economy and the expeditious and economical determination of litigation for the parties. In re Curtis, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984).

Here, granting Movants relief from the automatic stay will allow Movants to continue the Unlawful Detainer Action in state court, which will allow the issue of possession of the Property to be adjudicated on its merits. Further, the interests of judicial economy favor granting relief from the automatic stay so that Movants can regain possession of the Property. Finally, permitting Movants to pursue a judgment in state court will not prejudice the interest of Debtor as Debtor has no legal right to occupy the Property either through ownership or a lease agreement. Debtor will suffer no legally cognizable harm by being forced to resolve the Unlawful Detainer Action in state court.

For these reasons, the court finds that cause exists to lift the stay to permit Movants to proceed with the Unlawful Detainer Action in state court and enforce any resulting judgment.

11 U.S.C. § 362(d) (4) Analysis

With respect to Movants’ request for a determination of *in rem* relief under 11 U.S.C. § 362(d) (4), this court denies Movants’ request because Movants are not secured creditors with respect to the Property. To prevail on a motion for relief from the bankruptcy stay under 11 U.S.C. § 362(d) (4) (A), the moving party must prove (1) the moving party holds a security interest in the real property at issue, and (2) the filing of the bankruptcy petition was part of a scheme to delay, hinder, or defraud creditors that involved either (a) a transfer of all or part ownership of, or other interest in such real property without the consent of the secured creditor or court approval; or (b) multiple bankruptcy filings affecting such real property. In re Duncan & Forbes Dev., Inc., 368 B.R. 27, 32 (Bankr. C.D. Cal. 2007) (interpreting a prior version of 11 U.S.C. § 362(d) (4)). By its language, relief from stay under § 362(d) (4) is available only to a creditor whose claim is secured by an interest in real property. Marr Sanchez & Assoc. v. Hernandez (In re Hernandez), Case No. 16-42059, 2016 Bankr. LEXIS 3044 (Bankr. N.D. Cal. Aug. 15, 2016).

Because Congress limits relief from stay under § 362(d) (4) to creditors holding a security interest in the property to be subject to an order pursuant to 11 U.S.C. § 362(d) (4), and Movants are not secured creditors with respect to the Property, relief from stay cannot be granted to Movants pursuant to § 362(d) (4).

Conclusion

Accordingly, pending opposition being raised at the hearing, the court is inclined to grant the motion pursuant to 11 U.S.C. § 362(d) (1) to permit Movants to proceed under applicable nonbankruptcy law to prosecute the Unlawful Detainer Action in state court and to enforce any resulting judgment for unlawful detainer, including all necessary steps to obtain possession of the Property from Debtor. The motion will be DENIED for any *in rem* relief from stay pursuant to 11 U.S.C. § 362(d) (4). No other relief is awarded.

Because Debtor has no legal right to occupy the Property either through ownership or a lease agreement and trial on the Unlawful Detainer Action was set to proceed one day before the rescheduled unlawful detainer trial, the 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived to permit Movants to prosecute the Unlawful Detainer Action in state court.

1. [25-10503](#)-A-13 **IN RE: ASHLEY MONTOYA**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
4-7-2025 [[14](#)]

JERRY LOWE/ATTY. FOR DBT.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the objection to confirmation of the plan on April 29, 2025.
Doc. #24.

2. [23-12314](#)-A-13 **IN RE: DELILA RUCH**
[AP-1](#)

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
10-30-2024 [[55](#)]

WILMINGTON SAVINGS FUND SOCIETY, FSB/MV
PETER BUNTING/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

The motion was resolved by stipulation and order entered on May 27, 2025.
Doc. #87.

3. [20-12317](#)-A-13 **IN RE: LLOYD/LINDA HENSON**
[FW-2](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL, P.C. FOR
GABRIEL J. WADDELL, DEBTORS ATTORNEY(S)
4-24-2025 [[41](#)]

GABRIEL WADDELL/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.

Fear Waddell, P.C. ("Movant"), counsel for Lloyd Martin Henson and Linda Mae Henson (together, "Debtors"), the debtors in this chapter 13 case, requests allowance of final compensation in the amount of \$5,935.50 and reimbursement for expenses in the amount of \$148.33 for services rendered from April 16, 2021 through April 10, 2025. Doc. #41. Debtors' confirmed plan provides, in addition to \$1,990.00 paid prior to filing the case, for \$10,000.00 in attorney's fees. Plan, Doc. #2. One prior fee application has been granted, allowing interim compensation to Movant pursuant to 11 U.S.C. § 331 in the amount of \$4,729.50 and reimbursement for expenses in the amount of \$333.06, totaling \$5,062.56. Order, Doc. #28. Debtors consent to the amount requested in Movant's application. Ex. E, Doc. #43.

Section 330(a) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 13 case. 11 U.S.C. § 330(a)(1), (4)(B). In determining the amount of reasonable compensation, 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). Here, Movant demonstrates services rendered relating to: (1) reviewing and analyzing issues regarding mortgage statement and post-petition fees; (2) corresponding with various creditors; (3) preparing for discharge and case closing; and (4) preparing and filing fee applications. Exs. B & C, Doc. #43. The court finds that the compensation and reimbursement sought are reasonable, actual, and necessary, and the court will approve the motion on a final basis.

This motion is GRANTED. The court finds all fees and expenses of Movant previously allowed on an interim basis are reasonable and necessary. The court allows on a final basis all fees and expenses previously allowed to Movant on an interim basis, in addition to compensation requested by this motion in the amount of \$5,935.50 and reimbursement for expenses in the amount of \$148.33, totaling \$6,083.83 to be paid in a manner consistent with the terms of the confirmed plan.

4. [25-10822](#)-A-13 **IN RE: JONATHAN/KATE MARTELL**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
5-1-2025 [\[19\]](#)

JEFFREY ROWE/ATTY. FOR DBT.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the objection to confirmation of the plan on May 8, 2025.
Doc. #24.

5. [25-10724](#)-A-13 **IN RE: APRIL MAGANO**
[KMM-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY NEWREZ LLC
5-6-2025 [\[21\]](#)

NEWREZ LLC/MV
PETER BUNTING/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Continued to June 25, 2025 at 2:00 p.m.

ORDER: The court will issue an order.

April Rachel Magano ("Debtor") filed a voluntary petition under chapter 13 on March 11, 2025 along with a chapter 13 plan ("Plan") on March 25, 2025. Doc. ##1, 12. NewRez LLC dba Shellpoint Mortgage Servicing ("Creditor") objects to confirmation of the Plan because the Plan fails to provide for the curing of the default on Creditor's claim. Doc. #21. The Plan lists an arrearage amount of \$28,000.00, and Creditor asserts the arrearage amount is \$30,405.25. Id.

This objection will be continued to June 25, 2025 at 2:00 p.m. Unless this case is voluntarily converted to chapter 7, dismissed, or Creditor's objection to confirmation is withdrawn, Debtor shall file and serve a written response no later than June 11, 2025. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support Debtor's position. Creditor shall file and serve a reply, if any, by June 18, 2025.

If Debtor elects to withdraw this plan and file a modified plan in lieu of filing a response, then a confirmable modified plan shall be filed, served, and set for hearing, not later than June 18, 2025. If Debtor does not timely file a modified plan or a written response, this objection to confirmation will be sustained on the grounds stated in Creditor's objection without a further hearing.

6. [25-10724](#)-A-13 **IN RE: APRIL MAGANO**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
5-1-2025 [\[18\]](#)

PETER BUNTING/ATTY. FOR DBT.

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

DISPOSITION: Continued to June 25, 2025 at 2:00 p.m.

ORDER: The court will issue an order.

April Rachel Magano ("Debtor") filed a voluntary petition under chapter 13 on March 11, 2025 along with a chapter 13 plan ("Plan") on March 25, 2025. Doc. ##1, 12. The chapter 13 trustee ("Trustee") objects to confirmation of the Plan because: (1) the meeting of creditors has not yet concluded; (2) Debtor has failed to file and provide her 2024 tax returns to Trustee; and (3) Debtor has failed to provide required documents to Trustee such as, but not limited to, proof of child support income, proof of income from food stamps and proof of income from cash aid. Doc. #18. The 341 meeting of creditors was continued to June 10, 2025. See court docket entry entered on April 29, 2025.

This objection will be continued to June 25, 2025 at 2:00 p.m. Unless this case is voluntarily converted to chapter 7, dismissed, or Trustee's objection to confirmation is withdrawn, Debtor shall file and serve a written response no later than June 11, 2025. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support Debtor's position. Trustee shall file and serve a reply, if any, by June 18, 2025.

If Debtor elects to withdraw this plan and file a modified plan in lieu of filing a response, then a confirmable modified plan shall be filed, served, and set for hearing, not later than June 18, 2025. If Debtor does not timely file a modified plan or a written response, this objection to confirmation will be sustained on the grounds stated in Trustee's objection without a further hearing.

7. [25-10826](#)-A-13 **IN RE: ROMAN MORIN**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-29-2025 [\[16\]](#)

GLOBAL LENDING SERVICES LLC/MV
DONALD IWUCHUKWU/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Global Lending Services, LLC ("Movant"), seeks relief from the automatic stay to allow Movant to recover and sell a vehicle referred to as a 2018 Chevrolet Colorado, VIN: 1GCHSBEA0J1286485 (the "Vehicle"). Doc. #16.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause. "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).

On March 18, 2025, debtor Roman Morin, II ("Debtor") filed this chapter 13 bankruptcy petition. Doc. #1. Prepetition, Debtor executed a retail installment sale contract ("Contract") for the purchase of the Vehicle. Decl. of Katrina Foster, Doc. #18; Ex. A, Doc. #19. The Contract was assigned to Movant, and Movant perfected its security interest in the Vehicle by recording its lien on the certificate of title to the Vehicle. Foster Decl., Doc. #18; Ex. B, Doc. #19. Pursuant to the terms of the Contract, Debtor is obligated to pay Movant monthly payments in the amount of \$513.69 by the second day of each month. Foster Decl., Doc. #18.

Based on the evidence before the court, the court finds cause exists to grant relief from the automatic stay to permit Movant to recover and sell the Vehicle. Movant filed a proof of claim in the amount of \$21,772.14 secured by the Vehicle. Claim 4-1. Debtor defaulted under the Contract as of April 2025 and is past due in the amount of \$1,027.38. Foster Decl., Doc. #18. Debtor listed the Vehicle as being "repossessed by lienholder" in his schedules and as surrendered in his proposed plan. Schedule E/F, Doc. #1; Plan, Doc. #3.

Accordingly, this motion is GRANTED.

8. [25-10826](#)-A-13 **IN RE: ROMAN MORIN**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
5-1-2025 [[22](#)]

LILIAN TSANG/MV
DONALD IWUCHUKWU/ATTY. FOR DBT.

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

DISPOSITION: Continued to June 25, 2025 at 2:00 p.m.

ORDER: The court will issue an order.

Roman Morin, II ("Debtor") filed a voluntary petition under chapter 13 along with a chapter 13 plan ("Plan") on March 18, 2025. Doc. ##1, 3. The chapter 13 trustee ("Trustee") objects to confirmation of the Plan because (1) the 341 meeting of creditors has not yet concluded, and (2) Trustee was unable to review the required documents submitted by Debtor prior to the previous 341 meeting of creditors. Doc. #22. The 341 meeting of creditors was continued to May 27, 2025. See court docket entry on April 29, 2025.

This objection will be continued to June 25, 2025 at 2:00 p.m. Unless this case is voluntarily converted to chapter 7, dismissed, or Trustee's objection to confirmation is withdrawn, Debtor shall file and serve a written response no later than June 11, 2025. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support Debtor's position. Trustee shall file and serve a reply, if any, by June 18, 2025.

If Debtor elects to withdraw this plan and file a modified plan in lieu of filing a response, then a confirmable modified plan shall be filed, served, and set for hearing, not later than June 18, 2025. If Debtor does not timely file a modified plan or a written response, this objection to confirmation will be sustained on the grounds stated in Trustee's objection without a further hearing.

9. [24-11342](#)-A-13 **IN RE: MIGUEL/MARIA DE LEON**
[RSW-5](#)

MOTION TO SELL
5-1-2025 [\[72\]](#)

MARIA DE LEON/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 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.

Miguel De Leon and Maria De Leon (collectively, "Debtors") seek an order authorizing Debtors to sell real property located at 10901 San Fernando Street, Lamont, California 93241 (the "Property") to Jose Iniguez and Aracely Rivera (together, "Buyers") for \$150,000.00. Doc. #72. Debtors filed a voluntary chapter 13 petition on May 17, 2024. Doc. #1. Debtors' amended chapter 13 plan was confirmed on April 7, 2025 and provides for a 100% dividend to general unsecured creditors. Plan, Doc. #27; Order, Doc. #69.

LBR 3015-1(h)(1)(E) provides in relevant part that "if the debtor wishes to . . . transfer property on terms and conditions not authorized by [LBR 3015-1(h)(1)(A) through (D)], the debtor shall file the appropriate motion, serve it on the trustee, those creditors who are entitled to notice, and all persons requesting notice, and set the hearing on the Court's calendar with the notice required by Fed. R. Bankr. P. 2002 and LBR 9014-1."

This motion was properly served and noticed. Debtors have a fee simple ownership interest in the Property. Schedule A/B, Doc. #1. Debtors' confirmed chapter 13 plan does not reconstitute property of the estate in Debtors upon confirmation. Plan, Doc. #27; Order, Doc. #69. Joint debtor Miguel De Leon asserts the offer will benefit Debtors' estate by allowing the net proceeds from the sale be paid to the chapter 13 trustee for the benefit of Debtors' confirmed plan. Decl. of Miguel De Leon, Doc. #74. The Property is owned by Debtors free and clear of a mortgage, and Debtors did not claim an exemption in the Property. Id.; Schedule C, Doc. #1. Debtors and Buyers are represented by the same realtor, Moises Rosales Arellano of Exp Realty of California, Inc., who will be paid a 3% commission on the purchase price by Debtors. De Leon Decl., Doc. #74. The court finds that the sale of the Property is in the best interests of the estate.

Accordingly, pending opposition being raised at the hearing and subject to overbid offers at the hearing, the court is inclined to grant this motion.

10. [23-10947](#)-A-13 **IN RE: SONIA LOPEZ**
[LGT-1](#)

CONTINUED MOTION TO DISMISS CASE
4-7-2025 [\[192\]](#)

LILIAN TSANG/MV
LILIAN TSANG/ATTY. FOR MV.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Trustee withdrew the motion on May 21, 2025. Doc. #205.

11. [25-10448](#)-A-13 **IN RE: ERNEST MCKINNEY**
[LGT-1](#)

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

LILIAN TSANG/MV
CASE DISMISSED 5/15/25

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

An order dismissing this case was entered on May 15, 2025. Doc. #27. Therefore, this objection to confirmation of the plan will be OVERRULED AS MOOT.

12. [25-10448](#)-A-13 **IN RE: ERNEST MCKINNEY**
[LGT-2](#)

MOTION TO DISMISS CASE
4-29-2025 [[21](#)]

LILIAN TSANG/MV
CASE DISMISSED 5/15/25

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

An order dismissing this case was entered on May 15, 2025. Doc. #27. Therefore, this motion will be DENIED AS MOOT.

13. [25-10856](#)-A-13 **IN RE: JENNIFER LOWE**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
5-1-2025 [[21](#)]

LILIAN TSANG/MV
SUSAN SILVEIRA/ATTY. FOR DBT.

NO RULING.

14. [25-10856](#)-A-13 **IN RE: JENNIFER LOWE**
[SDS-1](#)

MOTION TO VALUE COLLATERAL OF REGIONS BANK
4-25-2025 [[16](#)]

JENNIFER LOWE/MV
SUSAN SILVEIRA/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 movants have done here.

Jennifer M. Lowe ("Debtor"), the debtor in this chapter 13 case, moves the court for an order valuing Debtor's 20 Jinko solar panels, model no. JKM4 10-72HLV (collectively, the "Property"), which is the collateral of Regions Bank formerly known as Enerbank USA ("Creditor"). Doc. #16; Decl. of Jennifer M. Lowe, Doc. #18.

11 U.S.C. § 1325(a)(*) (the hanging paragraph) permits the debtor to value personal property other than a motor vehicle acquired for the personal use of the debtor at its current value, as opposed to the amount due on the loan, if the loan was a purchase money security interest secured by the property and the debt was not incurred within the 1-year period preceding the date of filing. 11 U.S.C. § 506(a)(1) limits a secured creditor's claim "to the extent of the value of such creditor's interest in the estate's interest in such property . . . and is an unsecured claim to the extent that the value of such creditor's interest . . . is less than the amount of such allowed claim." Section 506(a)(2) of the Bankruptcy Code states that the value of personal property securing an allowed claim shall be determined based on the replacement value of such property as of the petition filing date. "Replacement value" where the personal property is "acquired for personal, family, or household purposes" means "the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined." 11 U.S.C. § 506(a)(2).

Debtor asserts the Property was purchased more than one year before the filing of this case and that the loan is a purchase money security interest. Doc. ##16, 18. Debtor asserts a replacement value of the Property of \$6,300.00 and asks the court for an order valuing the Property at \$6,300.00. Id. Debtor is competent to testify as to the value of the Property. Given the absence of contrary evidence, Debtor's opinion of value may be conclusive. Enewally v. Wash. Mut. Bank (In re Enewally), 368 F.3d 1165, 1173 (9th Cir. 2004).

The motion is GRANTED. Creditor's secured claim will be fixed at \$6,300.00. The proposed order shall specifically identify the collateral, and if applicable, the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

15. [23-11859](#)-A-13 **IN RE: AUGUSTO TRIGUEROS**
[SAH-2](#)

CONTINUED AMENDED MOTION TO MODIFY PLAN
4-8-2025 [\[66\]](#)

AUGUSTO TRIGUEROS/MV
SUSAN HEMB/ATTY. FOR DBT.

NO RULING.

16. [25-10459](#)-A-13 **IN RE: DANIEL/MADALENA HENSLEY**
[SD-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-25-2025 [\[43\]](#)

STETSON CAPITAL ADVISORS I, LP/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
SHANNON DOYLE/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continued to June 4, 2025 at 9:00 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.

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 debtor timely filed written opposition on May 12, 2025. Doc. #53. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

Stetson Capital Advisors I, LP, A Texas Limited Partnership ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to real property located at 13301 Botticelli Court, Bakersfield, California 93306 ("Property") because the debtors are delinquent on post-petition payments. Doc. #43.

On May 12, 2025, the debtors filed an opposition to the motion stating that the debtors would become current on their post-petition payments once their chapter 13 plan was confirmed, which happened on May 16, 2025 (Doc. #55). Additionally, counsel for the debtors will be out of the state from May 22, 2025 through May 28, 2025 and has asked for a continuance of the hearing on this motion so counsel for the debtors can appear. Doc. #53.

The court is inclined to continue this matter to June 4, 2025 at 9:00 a.m. because the debtors oppose the motion and counsel for the debtors is unable to appear at the hearing on May 28, 2025.

17. [25-11061](#)-A-13 **IN RE: ARNULFO MUNOZ-GONZALES**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
4-29-2025 [\[23\]](#)

NIMA VOKSHORI/ATTY. FOR DBT.
\$34.00 FILING FEE PAID 4/29/25

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

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

18. [22-12163](#)-A-13 **IN RE: TINA GARCIA**
[SL-5](#)

MOTION TO MODIFY PLAN
4-9-2025 [\[145\]](#)

TINA GARCIA/MV
SCOTT LYONS/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 35 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 3015-1(d)(2). 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.

This motion is GRANTED. The confirmation order shall include the docket control number of the motion, and it shall reference the plan by the date it was filed.

19. [25-10573](#)-A-13 **IN RE: MAGDALENA PUENTES JURAZ**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
4-29-2025 [[35](#)]

PETER MACALUSO/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: The minutes of the hearing will be the court's findings
and conclusions.

ORDER: The court will issue an order.

This matter will proceed as scheduled. If the fees due at the time of the hearing have not been paid prior to the hearing, the case will be dismissed on the grounds stated in the order to show cause.

If the installment fees due at the time of hearing are paid before the hearing, the order permitting the payment of filing fees in installments will be modified to provide that if future installments are not received by the due date, the case will be dismissed without further notice or hearing.

20. [25-10573](#)-A-13 **IN RE: MAGDALENA PUENTES JURAZ**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
4-29-2025 [[36](#)]

PETER MACALUSO/ATTY. FOR DBT.

NO RULING.

21. [25-10594](#)-A-13 **IN RE: SALATIEL/MARIA RUIZ**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
4-7-2025 [[12](#)]

JOEL WINTER/ATTY. FOR DBT.

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

An order dismissing this case was entered on May 15, 2025. Doc. #28. Therefore, this objection will be OVERRULED AS MOOT.

MOTION TO CONFIRM PLAN
4-23-2025 [\[22\]](#)

RIZA YALONG/MV
PETER BUNTING/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 35 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 3015-1(d)(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.

This motion is GRANTED. The confirmation order shall include the docket control number of the motion, and it shall reference the plan by the date it was filed.

1. [19-11628](#)-A-12 **IN RE: MIKAL JONES**
[19-1081](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
6-28-2019 [[1](#)]

DILDAY ET AL V. JONES
RILEY WALTER/ATTY. FOR PL.

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

DISPOSITION: Continued August 6, 2025 at 3:00 p.m.

ORDER: The court will issue an order.

Pursuant to the joint status report filed on May 20, 2025 (Doc. #203), the status conference will be continued to August 6, 2025 at 3:00 p.m.

The parties shall file either joint or unilateral status report(s) not later than July 30, 2025.

2. [24-13371](#)-A-7 **IN RE: RICARDO/INDIRA TREVINO**
[25-1005](#) [CAE-1](#)

STATUS CONFERENCE RE: COMPLAINT
1-29-2025 [[1](#)]

MONDRAGON ET AL V. TREVINO, JR.
HECTOR MARTINEZ/ATTY. FOR PL.

NO RULING.