



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Thursday, May 28, 2026**

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

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

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

Please also note the following:

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**
[MB-46](#)

MOTION TO EXTEND EXCLUSIVITY PERIOD FOR FILING A CHAPTER 11
PLAN AND DISCLOSURE STATEMENT FILED BY DEBTOR THE ROMAN
CATHOLIC BISHOP OF FRESNO
4-24-2026 [[729](#)]

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

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

DISPOSITION: Granted.

ORDER: The moving party will prepare the order.

The Roman Catholic Bishop of Fresno ("RCBF" or "Debtor"), chapter 11 debtor in the above-styled case, moves for entry of an order extending the exclusivity periods for filing a chapter 11 plan and soliciting acceptances of such a plan. Doc. #729 *et seq.*

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

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

In a chapter 11 case, the debtor has the exclusive right both to file a plan and solicit acceptances of the plan by creditors, with those exclusive rights expiring 120 days and 180 days after the petition date. 11 U.S.C. § 1121(b) and (c). Upon request of a party in interest made within the exclusivity period and after notice and a hearing, the court may for cause reduce or increase the exclusivity periods up to

18 months and 20 months, respectively, after the petition date.
§ 1121(d)(2)(A) and (B).

On November 17, 2025, the court entered an order extending the exclusive period for the Debtor to file a plan of reorganization to April 27, 2026, and extending the exclusive period for the Debtor to solicit acceptances of such plan to June 29, 2026. Doc. #419. In granting the prior request for extension, the court considered the nine factors outlined in *In re Dow Corning Corp.* and *In re Express One Int'l, Inc.*:

1. the size and complexity of the case;
2. the necessity of sufficient time to permit the debtor to negotiate a plan of reorganization and prepare adequate information;
3. the existence of good faith progress toward reorganization;
4. the fact that the debtor is paying its bills as they become due;
5. whether the debtor has demonstrated reasonable prospects for filing a viable plan;
6. whether the debtor has made progress in negotiations with its creditors;
7. the amount of time which has elapsed in the case;
8. whether the debtor is seeking an extension of exclusivity in order to pressure creditors to submit to the debtor's reorganization demands; and
9. whether an unresolved contingency exists.

In re Dow Corning Corp., 208 B.R. 661, 664-65 (Bankr. E.D. Mich. 1997) (citing *In re Express One Int'l, Inc.*, 194 B.R. 98, 100 (Bankr. E.D. Tex. 1996); *Official Comm. of Unsecured Creditors v. Henry Mayo Newhall Mem'l Hosp. (In re Henry Mayo Newhall Mem'l Hosp.)*, 282 B.R. 444, 452 (B.A.P. 9th Cir. 2002) (citing the *Dow Corning/In re Express* factors as relevant test for determining whether cause exists to extend exclusivity).

In granting Debtor's previous motion (also unopposed), the court found that those factors favored extension. Doc. #419. They still do. The size and complexity of this case and the necessity of additional time to negotiate a plan and prepare adequate information still favor extension. There is no indication of any lack of good faith. The moving papers assert that Debtor is paying its bills as they become due, has demonstrated reasonable prospects for filing a viable plan, and has made progress in negotiating with creditors. The court notes that Debtor is approaching 11 months since the petition date, which is within the 18-month maximum exclusivity period which this court can allow, but that deadline draws nigh. There are no indications that Debtor seeks an extension to pressure creditors. There are some unresolved contingencies which are the subject of mediation, another basis given by Debtor for granting the extension.

No party in interest opposes this extension. This motion will be GRANTED. The exclusivity period for filing a Chapter 11 plan will be

extended to October 27, 2026. The exclusivity period for soliciting acceptances of such plan will be extended to December 28, 2026.

2. [25-26371](#)-B-11 **IN RE: SCRIPPS TWO, LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
11-12-2025 [[1](#)]

GABRIEL LIBERMAN/ATTY. FOR DBT.

NO RULING.

3. [26-12351](#)-B-11 **IN RE: AGQUIP LLC**
[WJH-2](#)

MOTION TO USE CASH COLLATERAL
5-22-2026 [[8](#)]

AGQUIP LLC/MV
RILEY WALTER/ATTY. FOR DBT.
OST 5/28/26

NO RULING.

4. [26-12351](#)-B-11 **IN RE: AGQUIP LLC**
[WJH-3](#)

MOTION FOR ENTRY OF ORDER PROHIBITING UTILITIES FROM
ALTERING, REFUSING OR DISCONTINUING SERVICES AND/OR MOTION
FOR ENTRY OF ORDER ESTABLISHING PROCEDURES FOR DETERMINING
ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES
5-22-2026 [[12](#)]

AGQUIP LLC/MV
RILEY WALTER/ATTY. FOR DBT.
OST 5/28/26

NO RULING.

5. [26-12350](#)-B-11 **IN RE: AGQUEST LLC**
[WJH-2](#)

MOTION TO USE CASH COLLATERAL
5-22-2026 [8]

AGQUEST LLC/MV
RILEY WALTER/ATTY. FOR DBT.
OST 5/28/26

NO RULING.

6. [26-12350](#)-B-11 **IN RE: AGQUEST LLC**
[WJH-3](#)

MOTION FOR ENTRY OF ORDER PROHIBITING UTILITIES FROM
ALTERING, REFUSING OR DISCOUNTING SERVICES AND/OR MOTION FOR
ENTRY OF ORDER ESTABLISHING PROCEDURES FOR DETERMINING
ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES
5-22-2026 [12]

AGQUEST LLC/MV
RILEY WALTER/ATTY. FOR DBT.
OST 5/28/26

NO RULING.

7. [26-12349](#)-B-11 **IN RE: PARVINDER HUNDAL AND AMERJIT**
JOHL-HUNDAL
[WJH-2](#)

MOTION TO USE CASH COLLATERAL
5-22-2026 [10]

AMERJIT JOHL-HUNDAL/MV
RILEY WALTER/ATTY. FOR DBT.
OST 5/28/26

NO RULING.

8. [26-12349](#)-B-11 **IN RE: PARVINDER HUNDAL AND AMERJIT**
JOHL-HUNDAL
[WJH-3](#)

MOTION FOR ENTRY OF ORDER PROHIBITING UTILITIES FROM
ALTERING, REFUSING OR DISCOUNTING SERVICES AND/OR MOTION FOR
ENTRY OF ORDER ESTABLISHING PROCEDURES FOR DETERMINING
ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES
5-22-2026 [[14](#)]

AMERJIT JOHL-HUNDAL/MV
RILEY WALTER/ATTY. FOR DBT.
OST 5/28/26

NO RULING.

9. [26-12348](#)-B-11 **IN RE: HUNDAL FARMS, INC.**
[WJH-2](#)

MOTION TO USE CASH COLLATERAL
5-22-2026 [[8](#)]

HUNDAL FARMS, INC./MV
RILEY WALTER/ATTY. FOR DBT.
OST 5/28/26

NO RULING.

10. [26-12348](#)-B-11 **IN RE: HUNDAL FARMS, INC.**
[WJH-3](#)

MOTION FOR ENTRY OF ORDER PROHIBITING UTILITIES FROM
ALTERING, REFUSING OR DISCOUNTING SERVICES AND/OR MOTION FOR
ENTRY OF ORDER ESTABLISHING PROCEDURES FOR DETERMINING
ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES
5-22-2026 [[12](#)]

HUNDAL FARMS, INC./MV
RILEY WALTER/ATTY. FOR DBT.
OST 5/28/26

NO RULING.

11:00 AM

1. [26-11603](#)-B-7 **IN RE: MIGUEL ARCIA**

PRO SE REAFFIRMATION AGREEMENT WITH TD BANK, N.A.
5-6-2026 [\[16\]](#)

EUGENE AHTIRSKI/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Miguel Arcia ("Debtor") and TD Bank, N.A. for a 2019 Volkswagen Jetta ("Vehicle") was filed on May 6, 2026. Doc. #16.

Debtor was represented by counsel when they entered into the reaffirmation agreement. Pursuant to 11 U.S.C. § 524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect. *In re Minardi*, 399 B.R. 841, 846 (Bankr. N.D. Ok, 2009) (emphasis in original). The reaffirmation agreement, in the absence of a declaration by Debtor's counsel, does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable.

The lack of a signature by Debtor's counsel is moot here as both the reaffirmation agreement and the bankruptcy schedules show that reaffirmation of this debt creates a presumption of undue hardship which has not been rebutted in the reaffirmation agreement. Accordingly, approval of the Reaffirmation Agreement between Debtor and TD Bank, N.A. will be DENIED.

2. [26-10830](#)-B-7 **IN RE: MAXIMINO/EDITH FLORES**

PRO SE REAFFIRMATION AGREEMENT WITH TRAVIS CREDIT UNION
5-11-2026 [\[19\]](#)

PAULDEEP BAINS/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Maximino Flores and Edith Flores ("Debtors") and Travis Credit Union for a 2018 Honda Accord ("Vehicle") was filed on May 11, 2026. Doc. #19.

Debtors were represented by counsel when they entered into the reaffirmation agreement. Pursuant to 11 U.S.C. § 524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect. *In re Minardi*, 399 B.R. 841, 846 (Bankr. N.D. Ok, 2009) (emphasis in original). The reaffirmation agreement, in the absence of a declaration by debtors' counsel, does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable.

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

The lack of a signature by Debtors' counsel is moot here as the documents submitted in support of the reaffirmation agreement include information that the Debtors are a co-signers on the contract. Doc. #1, Schedules A/B, D and H. This means another party may be liable for this obligation.

Approval of the reaffirmation agreement is DENIED.

3. [26-11553](#)-B-7 **IN RE: DANIEL FREY**

REAFFIRMATION AGREEMENT WITH LES SCHWAB TIRE CENTERS
OF CALIFORNIA, LLC
4-29-2026 [\[14\]](#)

GRISELDA TORRES/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

No appearance is necessary.

A Reaffirmation Agreement between Daniel W. Frey ("Debtor") and Les Schwab Tire Centers of California, LLC for tires and stern was filed on April 29, 2026. Doc. #14.

Here, the Cover Sheet for Reaffirmation is missing page 2. Pages 1-3 of the Reaffirmation Agreement are missing.

The Debtor shall have 14 days to refile the complete Reaffirmation Agreement with a complete cover sheet, prepared as prescribed by the appropriate Official Form.

4. [26-10395](#)-B-7 **IN RE: JOHNNIE COLE**

AMENDED REAFFIRMATION AGREEMENT WITH NAVY FEDERAL CREDIT UNION
4-15-2026 [\[20\]](#)

SIMRAN HUNDAL/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Johnnie Cole ("Debtor") and Navy Federal Credit Union ("Creditor") for a 2019 Nissan Sentra ("Vehicle") was filed on April 15, 2026. Doc. #20.

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

only if the court approves such agreement as in the best interest of the debtor.”

There is no presumption of undue hardship because the lender is a Credit Union. But the evidence submitted by the Debtor shows a negative monthly expense deficit. Though the court does not presume reaffirmation is an undue hardship, the amount of the monthly deficit is substantial evidence of undue hardship without the presumption. It also is evident that this reaffirmation agreement is not in this Debtor's best interest.

Nothing prevents the Debtor from continuing to make payments to the Creditor nor the Creditor from accepting those payments. Approval of the reaffirmation agreement is DENIED.

1:30 PM

1. [26-11408](#)-B-7 **IN RE: SANDRA KINERSON**
[RH-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-27-2026 [\[10\]](#)

FORD MOTOR CREDIT COMPANY LLC/MV
SETH HANSON/ATTY. FOR DBT.
ROSEMARY HONG/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.

Ford Motor Credit Company ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2018 Ford Escape Se Sport Utility 4D (VIN: 1FMCU9GD8JUA92270) ("Vehicle"). Doc. #10. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Sandra Kinerson ("Debtor") nor any other party in interest filed opposition and Movant recovered possession on March 18, 2026. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor became delinquent under financing agreement pre-petition in the amount of \$9,824.78, and as a result, the account was charged-off on March 2, 2026. Docs. #12; #13 Exs. A, D, Doc. #14. Under the agreement's acceleration clause, Debtor is in default for the entire balance of \$10,349.78. *Id.* Additionally, Movant recovered possession of the Vehicle pre-petition on March 18, 2026. Doc. #14. Since the Vehicle has been recovered, the only issue is disposition of the collateral.

The court also finds that the Debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtor is in chapter 7. The Vehicle is valued at \$8,188.00 and Debtor owes \$10,349.78. Docs. #12; #13 Ex. C, Doc. #14.

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

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

2. [26-11613](#)-B-7 **IN RE: KELLY VIRIYAVONG**
[RH-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-27-2026 [[10](#)]

FINANCIAL SERVICES VEHICLE TRUST/MV
PETER SAUER/ATTY. FOR DBT.
ROSEMARY HONG/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.

Financial Services Vehicle Trust ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2011 Chevrolet Malibu ("Vehicle"). Doc. #19. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Kelly Anne Viriyavong ("Debtor") nor any other interested party filed opposition and the Vehicle was repossessed on April 10, 2026. Debtor's Statement of Intention indicated that the Vehicle would be surrendered. This motion will be GRANTED.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has missed four pre-petition payments totaling \$5,242.68. Docs. #13-14. Additionally, Movant recovered possession of the Vehicle pre-petition on April 10, 2026. *Id.* Since the Vehicle has been recovered, the only issue is disposition of the collateral.

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

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

3. [26-11119](#)-B-7 **IN RE: JAMES BENNETT**
[DJP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-8-2026 [\[17\]](#)

EDUCATIONAL EMPLOYEES CREDIT UNION/MV
DON POOL/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: The court intends to grant the motion for relief on the grounds stated in the motion.

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

Educational Employees Credit Union ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2021 Ford Bronco Badlands Sport Utility 2D (VIN: 1FMDE5CP9MLA99040) ("Vehicle"). Doc. #17. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

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

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

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

As an informative matter, Rules 4001(a)(1) and 9014(b) require a motion for relief from the automatic stay to be served pursuant to Rule 7004, which was done here. Doc. #23. But in Sections 6 and 7 of Movant's certificate of service, the declarant should have checked the appropriate boxes for first class mail under Rule 7004. *Id.* It appears that Movant did comply with Rule 7004 but failed to check the correct boxes evidencing the same.

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor is three (3) payments past due in the amount of \$2,383.74 plus late fees of \$47.67. Docs. #18, #22.

The court also finds that the Debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtor is in chapter 7. Movant values the Vehicle at \$30,000.00 and the amount owed to Movant is \$3,151.61. Doc. #22.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the Debtor has failed to make at least three (3) post-petition payments and the Vehicle is a depreciating asset.

4. [15-10422](#)-B-7 **IN RE: JACK/VALERIE MOORE**
[GLD-4](#)

MOTION TO AVOID LIEN OF PORTFOLIO RECOVERY ASSOCIATES, LLC
4-23-2026 [\[56\]](#)

VALERIE MOORE/MV
GORDON DAYTON/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Jack and Valerie Moore ("Debtors") move to avoid the lien of Portfolio Recovery Associates, LLC. Doc. #56. This motion will be DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR") OR the Federal Rules of Bankruptcy Procedure ("the Rules").

Rule 9014(b) requires motions in contested matters to be served upon the parties against whom relief is being sought pursuant to Rule 7004. This motion will affect the debtor's and the estate's interest in property, so the debtor and the chapter 7 trustee must be served in accordance with Rule 7004. Rule 7004 is specifically precluded from electronic service by Rule 9036. This service requirement is not subject to waiver under Fed. R. Civ. P. 4(d). See Rule 7004(a)(1). Thus, the movant must serve the debtor and the chapter 7 Trustee in conformance with Rule 7004.

Here, the certificate of service indicates service by first-class mail because the boxes for 6.A and 6.A.1 were checked. However, no Attachment 6A-1 containing a list of the persons served and there addresses was attached to the Certificate of Service, so there is no evidence the debtor and the trustee were properly served.

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

5. [26-11324](#)-B-7 **IN RE: ASHLEY OCHOA**
[SD-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-27-2026 [[11](#)]

CONSUMER PORTFOLIO SERVICES, INC./MV
JOEL WINTER/ATTY. FOR DBT.
SHANNON DOYLE/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2). Ally Financial ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2018 Ford F-150 ("Vehicle"). Doc. #19.

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

LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR 9014. LBR 9014, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the Notice of the motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice did not direct that written opposition be served upon any person. Docs. #12, #19, #22.

Also, the certificate of service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 10/2022) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #16. The correct form can be accessed on the court's website.

The court urges Movant to review the LBR before filing another motion.

The motion will be DENIED WITHOUT PREJUDICE.

6. [25-14225](#)-B-7 **IN RE: BRANDI HUTCHINSON**
[FW-3](#)

MOTION TO SELL AND/OR MOTION FOR COMPENSATION FOR BERKSHIRE
HATHAWAY HOMESERVICES CALIFORNIA REALTY, BROKER(S)
5-7-2026 [[33](#)]

PETER FEAR/MV
PETER BUNTING/ATTY. FOR DBT.
GABRIEL WADDELL/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. Order preparation
determined at the hearing.

Chapter 7 trustee Peter L. Fear ("Trustee") seeks authorization to sell the estate's interest in residential real property located at 3762 North Claremont Avenue, Fresno, CA ("Property") to Rodney Westlund ("Proposed Buyer" or "Westlund") for \$296,000.00 pursuant to 11 U.S.C. § 363, and subject to higher and better bids at the hearing. Doc. #33 *et seq.* Trustee also requests to pay a six percent (6%) commission to Berkshire Hathaway HomeServices California Realty ("Trustee's Broker" or "Broker"), with said commission split evenly with the eventual buyer's broker, if any. *Id.*

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

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

BACKGROUND

Brandi Michelle Hutchinson ("Debtor") filed chapter 7 bankruptcy on December 27, 2025. Doc. #1. Trustee was appointed as interim trustee on that same day and became permanent trustee at the first § 341 meeting of creditors on January 26, 2026. Doc. #5; *docket generally*. In the course of administering the estate, Trustee investigated the estate's assets, which included Property.

On February 13, 2026, the court approved the employment of Broker to sell the Property. Doc. #25.

Trustee has secured an offer from and executed a Purchase Agreement ("Purchase Agreement") with Proposed Buyer to sell Property to Proposed Buyer for \$296,00.00 and now requests approval under 11 U.S.C. § 363(b) to complete the sale subject to higher and better bids. Doc. #33.

DISCUSSION

Sale of Property

11 U.S.C. § 363(b)(1) allows the trustee to "sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under 11 U.S.C. § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. *In re Alaska Fishing Adventure, LLC*, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) citing *240 N. Brand Partners v. Colony GFP Partners, Ltd. P'ship (In re 240 N. Brand Partners)*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996); *In re Wilde Horse Enters., Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the trustee's judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." *Alaska Fishing*, 594 B.R. at 889, quoting 3 Collier on Bankruptcy ¶ 363.02[4] (Richard Levin & Henry J. Sommer, 16th ed.). "[T]he trustee's business judgment is to be given 'great judicial deference.'" *Id.*, citing *In re Psychometric Sys., Inc.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007); *In re Bakalis*, 220 B.R. 525, 531-32 (Bankr. E.D.N.Y. 1998).

Sales to an insider are subject to heightened scrutiny. *Alaska Fishing Adventure, LLC*, 594 B.R. at 887 citing *Mission Product Holdings, Inc. v. Old Cold, LLC (In re Old Cold LLC)*, 558 B.R. 500, 516 (B.A.P. 1st Cir. 2016). There is nothing in the record suggesting that Westlund is an insider with respect to Debtor. There are no declarations or exhibits indicating one way or the other that Westlund is an insider. Westlund is neither listed in the schedules nor the master address list. Docs. #1; #22 (Amended Schedules E/F). At the hearing, the Trustee will clarify for the court Westlund's status as a potential insider.

Property is listed in *Schedule A/B* with a value of \$356,800.00, with Debtor owning a one-half interest in fee simple valued at \$178,400.00. Doc. #1. Debtor did not exempt Property in *Schedule C*. *Id.*

Trustee entered into a contract ("Purchase Agreement") with Proposed Buyer to sell Property for \$296,000.00, subject to certain terms and conditions listed in the Purchase Agreement. Doc. #38 (Exhibit A).

Property is subject to a first deed of trust in the amount of \$124,093.00 in favor of Nationstar/Mr. Cooper. Doc. #1 (Schedule D). Property is subject to a second deed of trust in the amount of

\$55,849.00 in favor of First California FCU. *Id.* The motion avers slightly different amounts, with \$129,095.40 owing on the first deed of trust and \$62,500.00 owing on the second. Doc. #35 (Decl. of Peter Fear).

Any unpaid taxes owed or in default on the Property will be paid through escrow. *Id.*

If sold at the proposed sale price, Trustee estimates that the proceeds from the proposed sale could be illustrated as follows:

| | |
|---|--------------------|
| Sale price | \$296,000.00 |
| Broker Costs | (\$16,280.00) |
| Other Closing Costs (Incl. Taxes) | (\$5,920.00) |
| First Deed of Trust | (\$129,095.40) |
| Second Deed of Trust | (\$62,500.00) |
| Debtors Exemption | (\$0.00) |
| Estimated net proceeds to estate | \$82,204.60 |

Doc. #33

The sale under these circumstances should maximize potential recovery for the estate. The sale of the Property appears to be in the best interests of the estate because it will pay off the two deeds of trust and any outstanding tax bills and also provide liquidity that can be distributed for the benefit of unsecured claims. The sale appears to be supported by a valid business judgment and proposed in good faith. In the absence of objection at the hearing, the court is inclined to find that this sale is an appropriate exercise of Trustee's business judgment and will be given deference.

Real Estate Brokers' Compensation

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

LBR 9014-1(d)(5)(B)(ii) permits joinder of claims for authorization for the sale of real property and allowance of fees and expenses for such professional under 11 U.S.C. §§ 327, 328, 330, 363, and Rule 6004.

On February 5, 2026, Trustee moved to employ Broker to assist the Trustee in carrying out the trustee's duties by selling property of the estate. Doc. #17. The court authorized Broker's employment on February 13, 2026, under 11 U.S.C. §§ 327 and 328. Doc. #25.

Although the employment offer approved a 6% commission, to be split with any other broker if a buyer other than Westlund prevails at auction (Doc. #25), Broker now agrees to accept only 2.5% for

representing the buyer in this transaction (Westlund). Doc. #36 (Decl. of Robert Casey). Accordingly, Broker will receive 5.5% of the sale price (or \$15,280.00, if there are no overbidders and Property is sold at the proposed sale price). If any overbidder purchases the Property, Broker will receive a 3% commission paid from escrow, with an additional 3% paid to the eventual buyer's broker, if any.

The court will authorize Trustee to pay broker commissions as prayed.

Overbid Procedure

Any party wishing to overbid shall, prior to the hearing, comply with the overbid procedures as outlined in the Notice accompanying this motion. Doc. #34.

Waiver of 14-day Stay

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

Conclusion

Written opposition was not required before the hearing. In the absence of opposition, the sale will proceed as scheduled with the Property subject to higher and better bids. Trustee will be authorized: (1) to sell the Property to the prevailing bidder at the hearing, as determined at the hearing; (2) to execute all documents necessary to effectuate the sale of the Property; (3) to pay broker commission as outlined above, and the costs, commissions, and real property taxes directly from escrow. The 14-day stay of Rule 6004(h) will not be waived.

7. [11-91634](#)-B-7 **IN RE: HOWLA JARDALI**
[BSH-2](#)

MOTION TO AVOID LIEN OF FIRST NATIONAL BANK OF OMAHA
5-14-2026 [[27](#)]

HOWLA JARDALI/MV
BRIAN HADDIX/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Howla Jardali ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of First National Bank of Omaha ("Creditor") in the sum of \$9,551.00 and encumbering residential

real property located at 145 N. Daubenberger Rd., Turlock CA, 95380 ("Property"). Doc. #27.

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR") and/or the Federal Rules of Bankruptcy Procedure ("the Rules").

LBR 9004-2(d) requires (1) exhibits to be filed as a separate exhibit document, (2) an exhibit index stating the page number at which each exhibit is found within the exhibit document, and (3) use of consecutively numbered exhibit pages throughout the exhibit document, including any separator, cover, or divider sheet. Here, while the Motion and the Debtor's Declaration both reference "Exhibits," no Exhibits were filed in connection with this motion, and the Certificate of Service does not indicate that any Exhibits were served along with the motion.

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

8. [25-12941](#)-B-7 **IN RE: JEWELL/RHONDA THOMAS**
[JCW-1](#)

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
12-2-2025 [[12](#)]

M&T BANK/MV
JOEL WINTER/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.
DISCHARGED 12/8/25

NO RULING.

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

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

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

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

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

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

The movant, Toyota Motor Credit Corporation ("Movant"), seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2025 Toyota Camry H (V.I.N. 4T1DBADK3SU511996) ("Vehicle"). Doc. #21.

Andrew F. Mello and Hailey A. Mello ("Debtors") did not file an opposition. No other party in interest timely filed written opposition. This motion will be GRANTED IN PART AND DENIED IN PART.

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

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The Debtors' discharge was entered on April 6, 2026. Doc. #18. Therefore, the automatic stay terminated with respect to the Debtors on April 6, 2026. This motion will be DENIED AS MOOT IN PART as to the Debtors' interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

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

As an informative matter, the page numbering on Movant's Certificate of Service is inconsistent, skipping from page 1 to page 5.

After review of the included evidence, the court finds that "cause" exists to lift the stay with respect to the chapter 7 trustee because Debtors have failed to make one pre-petition payment of \$999.94 and two post-petition payments totaling \$1,999.88. Movant has produced evidence that Debtors owe \$2,999.82 to Movant. Docs. #23; #25.

The court also finds that the Debtors have no equity in the Vehicle, and the Vehicle is not necessary to an effective reorganization because this is a chapter 7 case. Movant values the Vehicle at \$29,075.00 and Debtors owe \$54,082.09, which leaves Movant under secured. Docs. #23, 25.

Accordingly, the motion will be GRANTED IN PART as to the trustee's interest pursuant to § 362(d)(1) and (d)(2) and DENIED AS MOOT IN PART as to the Debtors' interest under § 362(c)(2)(C).

10. [25-24250](#)-B-7 **IN RE: PRISCILLA LINKER**
[RLL-4](#)

MOTION FOR COMPENSATION FOR ANTHONY ASEBEDO,
TRUSTEES ATTORNEY(S)
4-29-2026 [\[56\]](#)

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

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

DISPOSITION: Granted.

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

This case was originally assigned to Judge Frederick Clement and later reassigned to the undersigned.

Anthony Asebedo ("Asebedo") and Reynolds Law, LLP ("RLL" and, collectively, "Applicant") seeks approval of a first and final allowance of compensation under 11 U.S.C. § 330 of the Bankruptcy Code for professional services rendered and reimbursement for expenses incurred as attorney for Kimberly J. Husted, Trustee in the above-styled case ("Trustee"). Doc. #56.

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

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

Applicant was employed to perform services under § 327 of the Code pursuant to an order by Judge Clement dated October 16, 2025, and effective as of September 25, 2025. Doc. #26. This is Applicant's first and final request for compensation, covering the period from September 25, 2025, through April 24, 2026 ("the Application Period"). Doc. #58 (Asebedo Decl.).

Asebedo declares that he was the only attorney at RLL to work on this case. *Id.* Applicant provided **30.2** billable hours at a rate of \$400.00 per hour, totaling **\$12,080.00** in fees. Doc. #56. Applicant does not seek expense reimbursement in this application. *Id.*

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3). Previous interim compensation awards under 11 U.S.C. § 331, if any, are subject to final review under § 330.

Applicant's services here included, without limitation: asset analysis and recovery; case administration; claims issues; exemptions; and fee/employment applications. Doc. #56. The court finds the services reasonable, actual, and necessary. Absent from the moving papers is a declaration by Trustee stating that she has reviewed the Application and finds the requested fees and expenses to be reasonable, though a Declaration was filed apprizing the court (in a bit of a non sequitur) of the status of the proceeds from the settlement of an unspecified legal matter. Doc. #59. However, Trustee co-signed the Application itself, which the court interprets to be Trustee approval. See Doc. #56.

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

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

This Application is GRANTED. The court will approve on a final basis under 11 U.S.C. § 330 compensation in the amount of **\$12,080.00** in fees and **\$0.00** in expenses. The court grants the Application for a total award of **\$12,080.00** as an administrative expense of the estate and an order authorizing and directing the Trustee to pay such to Applicant from the first available estate funds.

11. [25-25151](#)-B-7 **IN RE: LANCE JENSEN**
[JDS-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-29-2026 [\[98\]](#)

NEWREZ LLC/MV
PETER MACALUSO/ATTY. FOR DBT.
JACQUELINE SERRAO/ATTY. FOR MV.
RESPONSIVE PLEADING

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

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

ORDER: The court will issue an order.

NewRez LLC dba Shellpoint Mortgage Servicing as servicer for Federal Home Loan Mortgage Corporation as Trustee for Freddie Mac Seasoned Credit Risk Transfer Trust, Series 2018-2 ("Creditor"), moves for an order terminating the automatic stay of 11 U.S.C. § 362(d)(1) so that Creditor and its Trustee may commence foreclosure proceedings against 6854 Flat Creek Drive, Mount Aukum, CA 95656 ("Property"). Doc. #98 *et seq.*

On May 12, 2026, Lance T. Jensen ("Debtor") filed an Opposition to the motion requesting an additional 30 days for Debtor to allow for the Trustee to abandon Debtor's retirement fund from the estate so that Debtor may withdraw sufficient funds to bring his mortgage payments current.

Under 362 (e), the court need not make any findings since the continuance is to the sixtieth (60th) day after the motion was filed. If this motion is not resolved at the June 30 hearing, further extensions will only be granted under 362(e).

The court finds Debtor's request to be well-taken. This matter will be CONTINUED to June 30, 2026, at 1:30 p.m.

12. [26-11661](#)-B-7 **IN RE: ALMA CORTEZ**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT
INFORMATION IN PACER
5-5-2026 [[18](#)]

SEAN ENRIGHT/ATTY. FOR DBT.

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

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

13. [22-11587](#)-B-7 **IN RE: CARY SHAKESPEARE**
[LNH-4](#)

MOTION FOR ORDER AUTHORIZING CHAPTER 7 TRUSTEE TO MAKE
INTERIM AND PARTIAL DISTRIBUTION OF \$268,000.00 DOMESTIC
SUPPORT OBLIGATION
4-30-2026 [[154](#)]

JAN SHAKESPEARE/MV
LEONARD WELSH/ATTY. FOR DBT.
LISA HOLDER/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Granted.

ORDER: The moving party will prepare an order in conformity
with this opinion.

Creditor Jan E. Shakespeare ("Jan") moves for an order authorizing the Chapter 7 Trustee to make an interim and partial distribution of \$268,000.00 from estate funds on account of her domestic support obligation claim against Cary Shakespeare ("Cary" or "Debtor"), the debtor in the above-styled Chapter 7 proceeding. Doc. #154 *et seq.*

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such

opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. On May 8, 2026, Debtor filed a Notice of Non-Opposition. Doc. #161. This motion will be GRANTED.

The relief Jan seeks is limited. Jan has filed two proofs of claim in this case: one for \$1,795,433.00 arising from claims for unpaid spousal support (POC #7-1), and one for \$827,319.00 arising from "Community property owned by creditor - 11 U.S.C. § 541(a)(2); segregated under 11 U.S.C. § 726(c)." (POC #8-1). Both claims have been the subject of protracted state court litigation going back over ten years. *See docket generally*. However, the specific sum sought here -- \$268,000.00 - consists of a state court judgment entered in the Kern County Superior Court awarding Jan \$168,000.00 in expert fees and \$100,000.00 in attorney fees. Doc. #158 (Exhibit 2 pg. 30).

Jan declares that, because Cary has not paid her any spousal support since October 2025, she has no income and is in dire financial straits and needs this distribution to meet her living expenses while this bankruptcy case proceeds. Doc. #156. She avers (and Cary does not deny) that, while an appeal of the judgment is pending, it seeks only to increase the amount of the award, and thus, the amount Cary owes for this judgment will not be reduced below \$268,000.00. *Id.*

Jan brings this motion "on the grounds that the \$268,000.00 award is a domestic support obligation within the meaning of 11 U.S.C. § 101(14A), is entitled to first priority under 11 U.S.C. § 507(a)(1) and may be distributed by the Trustee under Fed. R. Bankr. P. 3009." It appears that the Chapter 7 Trustee is holding funds sufficient to pay the requested distribution, and the Trustee has not registered any opposition to doing so.

The motion is accompanied by a Memorandum of Authorities which succinctly outlines "the Ninth Circuit's treatment of divorce-related fee awards as support where they are designed to preserve the dependent spouse's ability to litigate and protect her economic interests." Doc. #159; *See In re Gionis*, 170 B.R. 675 (9th Cir. BAP 1994) (affirming bankruptcy court's determination that state court award of professional fees in context of marriage dissolution case).

In light of the evidence and arguments presented by Jan and the non-opposition of Cary, the court finds that this motion is well-taken and will be GRANTED. Trustee is authorized to make an interim and partial distribution to Jan E. Shakespeare in the amount of \$268,000.00 from available estate funds.

14. [26-11689](#)-B-7 **IN RE: JOHN/SARA HOLLAND**
[BMO-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-30-2026 [[13](#)]

TUCOEMAS FEDERAL CREDIT UNION/MV
ANTHONY ROTHMAN/ATTY. FOR DBT.
BRANDON ORMONDE/ATTY. FOR MV.

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

DISPOSITION: Withdrawn.

No order is required.

On May 22, 2026, Tucoemas Federal Credit Union withdrew this motion for relief from stay. Accordingly, this motion is WITHDRAWN.

15. [26-10998](#)-B-7 **IN RE: GARY KHANTHAMAN**
[FF-1](#)

MOTION TO AVOID LIEN OF WELLS FARGO BANK, N.A.
4-27-2026 [[18](#)]

GARY KHANTHAMAN/MV
GARY FRALEY/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Gary Khanthaman ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Wells Fargo Bank, N.A. ("Creditor") in the sum of \$8,421.71 and encumbering residential real property located at 5563 E. Florence Ave., Fresno, CA 93727 ("Property"). Doc. #18.

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

A motion to avoid lien is a contested matter governed by Rule 9014 and LBR 9014-1. *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992); Fed. R. Bankr. P. 9014; LBR 9014-1. Rule 9014(b)(1) states that a motion brought as a contested matter must be served "in the manner for serving a summons and complaint provided by Rule 7004."

Here, Creditor is a corporation. Service on corporations is governed by Rule 7004(b)(3) and can be accomplished by mailing a copy of the pleadings to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process, and if required by statute, by also mailing a copy to the defendant.

Furthermore, in this instance, Creditor is a bank insured by the FDIC. Service on insured depository institutions is governed by Rule 7004(h), which requires service to be made by certified mail and addressed to an officer, unless one of three exceptions specified in subsections (h)(1) to (3) have been met. There is no indication that any of these exceptions apply. Under Rule 7004(i), an officer does not need to be named in the address if the envelope is addressed to the proper address and directed to the attention of the officer's position or title.

Here, on section 6 of Debtor's *Certificate of Service*, the boxes for Rule 7004 service should have been checked to indicate First Class service on the U.S. Trustee and the case Trustee and Certified Mail service on Creditor. Doc. #22. However, none of the Section 6A boxes were checked. Debtor did check the box for Section 6B, presumably to indicate electronic service on the parties identified by the first paragraph under Section 6B (Rule 5 and Rules 7005, 9036 Service). *Id.* But no list of entities who were served was attached to the Certificate of Service, which indicates that, at a minimum, Creditor was not served in the manner required by Rule 7004(h).

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