



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Wednesday, June 4, 2025**

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. [24-12751](#)-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-22-2025 [[192](#)]

JPMORGAN CHASE BANK, N.A./MV
PETER FEAR/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.

JPMorgan Chase Bank, N.A. ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to certain personal property, specifically a 2020 Porsche Cayenne ("the Vehicle"). Doc. #192 *et seq.* Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. ("Rule") 4001(a)(3). *Id.* Bikram Singh and Harsimran Sandhu (collectively "Debtors") did not oppose. The motion is accompanied by (a) the Declaration of Robert L. Kammeyer ("Kammeyer" and "the Kammeyer Declaration"), litigation administrator for Movant; (b) Exhibits supporting Movant's allegations; and (c) Movant's Section 362 Information Sheet. Docs. ##194-96.

Movant declares that, as of the petition date, Debtors were in default and that the outstanding amount owed to Movant was \$20,229.07. Doc. #194. Movant avers that the total fair market value (replacement value) of the Vehicle is \$41,900.00. *Id.* Debtors did not respond to this motion, but according to the Schedules, Debtors valued the Vehicle at \$38,963.00, they exempted \$7,500.00 of the Vehicle's value pursuant to CCP § 704.010, and they listed Chase Auto Finance as holding a \$23,265.00 claim secured by the vehicle. Doc. #21.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned

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

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

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). A creditor may be adequately protected against diminution in the value of the collateral by, among other things, "1) periodic cash payments equivalent to decrease in value, 2) an additional or replacement lien on other property, or 3) other relief that provides the indubitable equivalent," including an equity cushion." [*In re Riverfront Ventures, LLC*, No. 1:09-bk-18832-MT, 2010 Bankr. LEXIS 3449, at *3 \(Bankr. C.D. Cal. July 1, 2010\)](#) (quoting *In re Mellor*, 734 F.2d 1396, 1400 (9th Cir. 1984)).

Here, the court notes that there appears to be a sizeable equity cushion for this debt, as Movant concedes that the Vehicle has a replacement value of \$41,900.00 and the amount owing on the debt is only \$20,299.07. Doc. #194 (the Kammeyer Declaration). Kammeyer asserts that \$20,299.07 is "the total amount owing," but the payment spreadsheet included as an Exhibit is, in the court's view, unclear on whether Debtors were delinquent at the time of filing. See Doc. #196 (Exhib. C). In short, it is not clear that Debtors are deficient in prepetition payments, nor that Debtors are not capable of presenting a plan of reorganization that will cure any arrearage in their payments owed to Creditor. Also, this is a Chapter 11 proceeding, so no Statement of Intentions was required to be filed, and no Chapter 11 plan has been proposed yet.

That said, Movant has put on bare bones evidence of a lack of adequate protection owing to missed payments by Debtors. And under the Code, the Debtors, as the party opposing stay relief has the burden of proof on all issues other than the presence or absence of equity (which is not germane to a § 362(d)(1) stay relief motion, especially if the motion is unopposed.

Debtors have not responded to this motion. Their schedules list the Vehicle as an asset of the estate in which they have an exemption, albeit for a fraction of its apparent value. But the Movant is not listed as a creditor for the Vehicle, and at no point so far have Debtors indicated how or even if they plan to treat this deficient claim. As Debtors have failed to carry their burden of proof in

opposition to Movant's asserted lack of adequate protection, the court finds that the claim is not adequately protected and thus the stay is subject to being lifted under § 362(d)(1).

Accordingly, the motion will be GRANTED 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.

Movant did not request a waiver of the 14-day stay of Rule 4001(a)(3) and no such relief will be granted.

2. [25-10088](#)-B-11 **IN RE: AMY CORPUS**
[FW-10](#)

MOTION TO EMPLOY MORAMAX, INC. AS ACCOUNTANT(S)
5-5-2025 [\[84\]](#)

AMY CORPUS/MV
PETER FEAR/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The Movant will prepare the order in conformance with the ruling below.

Chapter 11, Subchapter V debtor in possession Amy Corpus ("Debtor") asks the court to approve Debtor's retroactive employment of Moramax Inc. ("Applicant") for certain business-related services ("the Business Services") as outlined below pursuant to 11 U.S.C. § 327(a) and LBR 2014-1(b). Doc. #84 *et seq.* These services are more fully outlined in the motion and accompanying declarations and include payroll services, accounting services, and human resources and related services to be performed for Kalos Specialized Service, Debtor's d/b/a identity ("Kalos") *Id.* The application was supported by Exhibits consisting of three proposed agreements, one for each of the service areas described above, and the declarations of Debtor and Fred Mora ("Mora"), Applicant's co-owner. *Id.*

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's

factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

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

Debtor filed for chapter 11 bankruptcy under Subchapter V on January 14, 2025. Doc. #1. Debtor requests authority to employ Applicant to continue providing these Services to Kalos as it has done for many years, going back to when Kalos was a wholly-owned corporate entity named Kalo Specialized Services, Inc. Doc. #88 (Decl. of Amy Corpus). Debtor avers that she wishes to continue using Applicant to provide these Services because of Applicant's experience and knowledge, both in the providing of accounting/business services in general and in this specific case because of their familiarity and past work for Kalos. *Id.* Debtor believes Applicant is well qualified to provide such services in this case. *Id.* Debtor proposes paying Applicant from the Debtor's own funds. *Id.*

Copies of three proposed service agreements between Kalos and Applicant were included as Exhibits. Doc. #86. According to these agreements, as summarized in the motion, Applicant will be compensated on an hourly basis, such compensation subject to approval by the court. Docs. #84, #86. The fee rates provided for in the three separate agreements are as follows:

- a) For Payroll processing and related services, the charge will be a base fee of \$92.50 plus \$4.75 per employee (based on an anticipated monthly employee average of approximately 382 employees per month @ \$4.75 = approx. \$1,814) with any additional payroll-related services billed at \$85.00 per hour.
- b) For Bookkeeping / Accounting services, Debtor shall pay \$85.00 per hour for work performed with bookkeeping services with QuickBooks. Accounting services outside the scope of bookkeeping services in relation to other financial professional services will be billed at \$125.00 per hour.
- c) For Human Resources ("HR") and HR related services; \$1,200 per annum, plus \$75.00 per hour for non-training services; and \$125 per hour for training and development services.

Id.

Through Mora's Declaration, the Applicant avers that neither Applicant, nor its principals, agents, or employees:

- a) Is a creditor of the Debtor except as described herein below.

- b) Is not an equity security holder, or insider of the Debtor.
- c) Is not nor was not an investment banker for any outstanding security of Debtor;
- d) Has not been, within three years before the date of the filing of the petition, an investment banker for a security of the Debtor, or an attorney for such an investment banker in connection with the offer, sale, or issuance of security in Debtor.
- e) Is not and was not, within two years before the date of the filing of the petition, a director, officer, or employee of the Debtor(s) or of an investment banker specified in hereinabove.
- f) Does not have, possess, or represent any interest materially adverse to the interests of the estate or to the interests of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor or investment banker, or for any other reason.

Doc. #87 (Decl. of Fred Mora). Mora's Declaration discloses that Applicant is a prepetition creditor of Debtor, but he states that the amount owed prepetition is \$3,300.00, which is less than the \$10,000.00 cap set by 11 U.S.C. § 1195 and so is not a disqualification to employment. Doc. #87. Other than the prepetition work performed for Debtor and the money owed by her to Applicant on the prepetition claim, Mora declares that Applicant has no connection with Debtor, her attorneys, or any of the creditors or their attorneys, and Applicant has no adverse interest to Debtor. *Id.*

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

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

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

the fixing of such terms and conditions.'" *In re Circle K Corp.*, 279 F.3d 669, 671 (9th Cir. 2002).

Local Bankruptcy Rule 2014-1(b)(2) states:

All requests for retroactive authorization for employment exceeding 30 days duration must be set for hearing, must show exceptional circumstances, must satisfactorily explain the applicant's failure to receive prior judicial approval, and must demonstrate that the applicant's services benefited the bankruptcy estate in a significant manner.

LBR 2014-1(b)(2).

Here, the moving papers indicate that Applicant does not hold or represent an interest adverse to the estate and is a "disinterested person."

Mora has submitted a Declaration averring that Applicant is a disinterested party as defined by 11 U.S.C. § 101(14); that Applicant neither holds nor represents any interests materially adverse to the estate or any class of creditors or equity security holders, nor does Applicant have any connections to any party involved in the case at bar which would preclude employment under § 327, beyond the fact that Applicant is a creditor owed money for prepetition services in an amount that is less than the cap set by § 1195. Doc. #87.

Debtor also submitted a Declaration attesting to how essential Applicant's services are to the continued functioning of Kalos. Doc. #88. Mora further declares that preparation for this employment application commenced at the height of tax preparation season which delayed Applicant's ability to review the application and ensure its accuracy, to conduct conflict checks, and to respond to concerns raised by the U.S. Trustee about the employment agreements. Doc. #87.

Based on the Application, the record before the court, and the verified statement made by Mora as required by Bankruptcy Rule 2014(a), it appears that Applicant is eligible to be employed. Furthermore, the court is satisfied that the Application and accompanying declarations meet the requirements for retroactive relief outlined in 2014-1(b)(2).

No party in interest has opposed this Application, which will be GRANTED. The court will permit the employment of Moramax Inc., retroactive to the filing of the petition and subject to the applicable provisions of 11 U.S.C. §§ 327-28 and 330-31. No compensation is permitted except upon court order following application with notice and a hearing pursuant to 11 U.S.C. § 330(a).

3. [25-10996](#)-B-11 **IN RE: PARJODH SINGH AND SARAVJEET KAUR**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
5-5-2025 [[35](#)]

\$436.00 INSTALLMENT PAID 5/8/25

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 installment fees now due have been paid.
Accordingly, the order to show cause will be VACATED.

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.

11:00 AM

1. [25-10354](#)-B-7 **IN RE: BLANCA GARCIA**

REAFFIRMATION AGREEMENT WITH VALLEY FIRST CREDIT UNION
5-9-2025 [\[20\]](#)

ERIC ESCAMILLA/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 Blanca Garcia ("Debtor") and Valley First Credit Union for a 2016 Honda Pilot ("Vehicle") was filed on May 9, 2025. 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."

Though there is no presumption of undue hardship because the lender is a Credit Union, reaffirming this debt with its remaining term, the current value and age of the Vehicle is not in the Debtor's best interest.

Approval of the reaffirmation agreement is DENIED.

1:30 PM

1. [24-12602](#)-B-7 **IN RE: DEANNA RECTOR**
[SLL-6](#)

MOTION TO AVOID LIEN OF STATE FARM GENERAL INSURANCE CO.
4-7-2025 [\[73\]](#)

DEANNA RECTOR/MV
STEPHEN LABIAK/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.

Deanna Rector ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of State Farm General Insurance Co. ("State Farm" or "Creditor") encumbering residential real property located at 1699 Champagne St., Tulare, California ("Property"). Doc. #73.

Claimant was properly served on April 7, 2025, by certified mail to the person designated on Claimant's agent for service of process. 3007(a) (2) (A). Doc. #87.

This motion is one of four motions to avoid judicial liens filed contemporaneously by Debtor. These motions address outstanding judicial lienholders as follows, in descending order of priority:

1. Everardo Magan and Shawnda Magana. (DCN SLL-9; Doc. #88 et seq.; Item #4).
 2. Fortune Energy Inc. (DCN SLL-8; Doc. #83 et seq.; Item #3)
 3. Scott Nabors. (DCN SLL-7; Doc. #78 et seq.; Item #2)
 4. State Farm General Ins. Co. (DCN SLL-6; Doc. #73 et seq.; Item #1, i.e. this motion).
- (collectively "the Four Liens"). See docket generally.

Debtor complied with Fed. R. Bankr. P. 7004(b) (3) by serving an officer of Creditor authorized to receive service on April 7, 2025. Doc. #77.

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f) (1). The failure of the creditors, the chapter 7 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the

hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Regarding State Farm, a judgment was entered against Debtor in favor of Creditor in the amount of \$317,184.81 on July 20, 2017. Doc. #75 (*Exhib. C*). The abstract of judgment was issued on March 11, 2019, and was recorded in Tulare County on March 22, 2019. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #76. Debtor estimates that the current amount owed on account of this lien is \$317,184.81. *Id.* The judgment was renewed on September 3, 2024. *Id.*

As of the petition date, Property had an approximate value of \$366,260.00. Doc. #1 (*Sched. A/B*). Debtor claimed a \$522,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #14 (*Amended Sched. C*).

Property is heavily encumbered, as illustrated as follows:

1. A first deed of trust held by Carrington Mortgage in the amount of **\$193,931.00**.
2. A second deed of trust held by HUD in the amount of **\$10,652.59**.
3. 10 Tulare County property tax liens totaling **\$4,936.23** and incurred between March 22, 2016, and September 25, 2024.
4. A judicial lien in the amount of **\$2,709.56** by Central Creditor's Bureau recorded on January 4, 2017.
5. A judicial lien in the amount of **\$53,701.27** by L.A. Commercial Group, Inc. recorded on August 1, 2017.
6. A judicial lien in the amount of **\$19,588.94** by Scott Nabors recorded on August 18, 2017.

7. A judicial lien in the amount of **\$6,643.95** by State Farm General Insurance recorded on November 10, 2017.
8. A judicial lien in the amount of **\$155,921.85** by Everardo Magana and Shawnda Magana recorded on June 1, 2018.
9. A judicial lien in the amount of **\$43,704.99** by Fortune Energy Inc. recorded on August 28, 2018.
10. A judicial lien in the amount of **\$19,588.94** by Scott Nabors recorded on September 26, 2018.
11. A judicial lien in the amount of **\$317,184.81** by State Farm General Ins. Co. recorded on March 22, 2019, (i.e. this matter).
12. A judicial lien in the amount of **\$10,600.29** by Cavalry SPV I, LLC recorded on November 19, 2019. This lien was avoided by a court order dated March 13, 2025. Doc. 69.
13. A judicial lien in the amount of **\$18,780.04** by Unifund CCR, LLC recorded on February 4, 2020. This lien was avoided by a court order dated March 13, 2025. Doc. #71.
14. A judicial lien in the amount of **\$13,587.89** by Midland Funding LLC recorded on May 12, 2021. This lien was avoided by a court order dated March 13, 2025. Doc. #70.
15. A judicial lien in the amount of **\$5,408.26** by American Express National Bank recorded on March 16, 2022. This lien was avoided by a court order dated March 13, 2025. Doc. #69.
16. A second junior judicial lien in the amount of **\$3,586.61** by Cavalry SPV I, LLC recorded on November 13, 2023. This lien was avoided by a court order dated January 13, 2025. Doc. #40.

Docs. #46, #48. When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Ordinarily, liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien are grouped with the unavoidable liens. Here, it appears there is insufficient equity to which any of the Four Liens may attach. The total owed for the liens which hold priority over the Four Liens is \$588,455.37.

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

With that in mind, Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Carrington Mortgage	\$193,931.00		Unavoidable
2. HUD	\$10,672.59		Unavoidable
3. Tax liens	\$4,936.34		Unavoidable
4. All judicial liens recorded prior to the Four Liens	\$82,653.72	Pre-6/1/2018	Status Unknown
5. The Four Liens	\$366,400.49	6/1/2018 or later	Avoidable

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

The total amount of all unavoidable liens and all other liens with priority over the Four Liens is \$292,193.65. Even if the three most junior liens are avoided, leaving only the \$155,921.85 lien of Everardo Magana and Shawnda Magana (the most senior of the liens which Debtor seeks to avoid at this time) ("Magana"), there would be insufficient equity to support any of the Four Liens. Strict application of the § 522(f)(2) formula with respect to the Cavalry lien is illustrated as follows:

Amount of the Magana judgment lien		155,921.85
Total amount of unavoidable liens (incl. liens not yet avoided)	+	292,193.65
Debtor's claimed exemption in Property	+	362,000.00
<i>Sum</i>	=	\$810,115.50
Debtor's claimed value of interest absent liens	-	552,000.00
Extent lien impairs exemption	=	\$258,115.50

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

Fair market value of Property	\$552,000.00
Total amount of unavoidable liens (incl. liens not yet avoided)	- \$292,193.65
Homestead exemption	- 362,000.00
Remaining equity for judicial liens	= (\$102,193.65)
The Magana judicial lien	- \$155,921.85
Extent Debtor's exemption impaired	= (\$258,115.50)

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

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

2. [24-12602](#)-B-7 **IN RE: DEANNA RECTOR**
[SLL-7](#)

MOTION TO AVOID LIEN OF SCOTT NABORS
4-7-2025 [\[78\]](#)

DEANNA RECTOR/MV
STEPHEN LABIAK/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.

Deanna Rector ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Scott Nabors ("Nabors" or "Creditor") encumbering residential real property located at 1699 Champagne St., Tulare, California ("Property"). Doc. #78.

This motion is one of four motions to avoid judicial liens filed contemporaneously by Debtor. These motions address outstanding judicial lienholders as follows, in descending order of priority:

1. Everardo Magan and Shawnda Magana. (DCN SLL-9; Doc. #88 et seq.; Item #4).

2. Fortune Energy Inc. (DCN SLL-8; Doc. #83 et seq.; Item #3)
3. Scott Nabors. (DCN SLL-7; Doc. #78 et seq.; Item #2, i.e. this motion)
4. State Farm General Ins. Co. (DCN SLL-6; Doc. #73 et seq.; Item #1).

(collectively "the Four Liens"). See docket generally.

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

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

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Regarding Nabors, a judgment was entered against Debtor in favor of Creditor in the amount of \$19,588.94 on June 23, 2017. Doc. #81 (*Exhib. C*). The abstract of judgment was issued on September 26, 2018, and was recorded in Tulare County on September 28, 201. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #80. Debtor estimates that the current amount owed on account of this lien is \$19,588.94. *Id.*

As of the petition date, Property had an approximate value of \$366,260.00. Doc. #1 (*Sched. A/B*). Debtor claimed a \$522,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #14 (*Amended Sched. C*).

Property is heavily encumbered, as illustrated as follows:

1. A first deed of trust held by Carrington Mortgage in the amount of **\$193,931.00**.
2. A second deed of trust held by HUD in the amount of **\$10,652.59**.
3. 10 Tulare County property tax liens totaling **\$4,936.23** and incurred between March 22, 2016, and September 25, 2024.
4. A judicial lien in the amount of **\$2,709.56** by Central Creditor's Bureau recorded on January 4, 2017.
5. A judicial lien in the amount of **\$53,701.27** by L.A. Commercial Group, Inc. recorded on August 1, 2017.
6. A judicial lien in the amount of **\$19,588.94** by Scott Nabors recorded on August 18, 2017.
7. A judicial lien in the amount of **\$6,643.95** by State Farm General Insurance recorded on November 10, 2017.
8. A judicial lien in the amount of **\$155,921.85** by Everardo Magana and Shawnda Magana recorded on June 1, 2018.
9. A judicial lien in the amount of **\$43,704.99** by Fortune Energy Inc. recorded on August 28, 2018.
10. A judicial lien in the amount of **\$19,588.94** by Scott Nabors recorded on September 26, 2018, (this matter).
11. A judicial lien in the amount of **\$317,184.81** by State Farm General Ins. Co. recorded on March 22, 2019.
12. A judicial lien in the amount of **\$10,600.29** by Cavalry SPV I, LLC recorded on November 19, 2019. This lien was avoided by a court order dated March 13, 2025. Doc. 69.
13. A judicial lien in the amount of **\$18,780.04** by Unifund CCR, LLC recorded on February 4, 2020. This lien was avoided by a court order dated March 13, 2025. Doc. #71.
14. A judicial lien in the amount of **\$13,587.89** by Midland Funding LLC recorded on May 12, 2021. This lien was avoided by a court order dated March 13, 2025. Doc. #70.
15. A judicial lien in the amount of **\$5,408.26** by American Express National Bank recorded on March 16, 2022. This lien was avoided by a court order dated March 13, 2025. Doc. #69.
16. A second junior judicial lien in the amount of **\$3,586.61** by Cavalry SPV I, LLC recorded on November 13, 2023. This lien was avoided by a court order dated January 13, 2025. Doc. #40.

Docs. #46, #48. When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Ordinarily, liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien are grouped with the unavoidable liens. Here, it appears there is insufficient

equity to which any of the Four Liens may attach. The total owed for the liens which hold priority over the Four Liens is \$588,455.37.

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

With that in mind, Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Carrington Mortgage	\$193,931.00		Unavoidable
2. HUD	\$10,672.59		Unavoidable
3. Tax liens	\$4,936.34		Unavoidable
4. All judicial liens recorded prior to the Four Liens	\$82,653.72	Pre-6/1/2018	Status Unknown
5. The Four Liens	\$366,400.49	6/1/2018 or later	Avoidable

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

The total amount of all unavoidable liens and all other liens with priority over the Four Liens is \$292,193.65. Even if the three most junior liens are avoided, leaving only the \$155,921.85 lien of Everardo Magana and Shawnda Magana (the most senior of the liens which Debtor seeks to avoid at this time) ("the Magana lien"), there would be insufficient equity to support any of the Four Liens. Strict application of the § 522(f)(2) formula with respect to the Cavalry lien is illustrated as follows:

Amount of the Magana judgment lien		155,921.85
Total amount of unavoidable liens (incl. liens not yet avoided)	+	292,193.65
Debtor's claimed exemption in Property	+	362,000.00
<i>Sum</i>	=	\$810,115.50
Debtor's claimed value of interest absent liens	-	552,000.00
Extent lien impairs exemption	=	\$258,115.50

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

Fair market value of Property		\$552,000.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	\$292,193.65
Homestead exemption	-	362,000.00
Remaining equity for judicial liens	=	(\$102,193.65)
The Magana judicial lien	-	\$155,921.85
Extent Debtor's exemption impaired	=	(\$258,115.50)

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

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

3. [24-12602](#)-B-7 **IN RE: DEANNA RECTOR**
[SLL-8](#)

MOTION TO AVOID LIEN OF FORTUNE ENERGY INC.
4-7-2025 [\[83\]](#)

DEANNA RECTOR/MV
STEPHEN LABIAK/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.

Deanna Rector ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Fortune Energy Inc. ("Fortune" or "Creditor") encumbering residential real property located at 1699 Champagne St., Tulare, California ("Property"). Doc. #87.

Claimant was properly served on April 7, 2025, by certified mail to the person designated on Claimant's agent for service of process. 3007(a)(2)(A). Doc. #87.

This motion is one of four motions to avoid judicial liens filed contemporaneously by Debtor. These motions address outstanding judicial lienholders as follows, in descending order of priority:

1. Everardo Magan and Shawnda Magana. (DCN SLL-9; Doc. #88 et seq.; Item #4).
2. Fortune Energy Inc. (DCN SLL-8; Doc. #83 et seq.; Item #3, i.e. this motion)
3. Scott Nabors. (DCN SLL-7; Doc. #78 et seq.; Item #2)
4. State Farm General Ins. Co. (DCN SLL-6; Doc. #73 et seq.; Item #1).

(collectively "the Four Liens"). *See docket generally.*

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving an officer of Creditor authorized to receive service on April 7, 2025. Doc. #87.

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of

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

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Regarding Fortune, a judgment was entered against Debtor in favor of Creditor in the amount of \$43,704.99 on June 28, 2018. Doc. #85 (*Exhib. C*). The abstract of judgment was issued on August 2, 2019, and was recorded in Tulare County on August 28, 2018. *Id.* The lien attached to Debtor's interest in Property. *Id.*; Doc. #86. Debtor estimates that the current amount owed on account of this lien is \$43,704.99. *Id.*

As of the petition date, Property had an approximate value of \$366,260.00. Doc. #1 (*Sched. A/B*). Debtor claimed a \$522,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #14 (*Amended Sched. C*).

Property is heavily encumbered, as illustrated as follows:

1. A first deed of trust held by Carrington Mortgage in the amount of **\$193,931.00**.
2. A second deed of trust held by HUD in the amount of **\$10,652.59**.
3. 10 Tulare County property tax liens totaling **\$4,936.23** and incurred between March 22, 2016, and September 25, 2024.
4. A judicial lien in the amount of **\$2,709.56** by Central Creditor's Bureau recorded on January 4, 2017.
5. A judicial lien in the amount of **\$53,701.27** by L.A. Commercial Group, Inc. recorded on August 1, 2017.
6. A judicial lien in the amount of **\$19,588.94** by Scott Nabors recorded on August 18, 2017.

7. A judicial lien in the amount of **\$6,643.95** by State Farm General Insurance recorded on November 10, 2017.
8. A judicial lien in the amount of **\$155,921.85** by Everardo Magana and Shawnda Magana recorded on June 1, 2018.
9. A judicial lien in the amount of **\$43,704.99** by Fortune Energy Inc. recorded on August 28, 2018, (i.e. this matter).
10. A judicial lien in the amount of **\$19,588.94** by Scott Nabors recorded on September 26, 2018.
11. A judicial lien in the amount of **\$317,184.81** by State Farm General Ins. Co. recorded on March 22, 2019.
12. A judicial lien in the amount of **\$10,600.29** by Cavalry SPV I, LLC recorded on November 19, 2019. This lien was avoided by a court order dated March 13, 2025. Doc. 69.
13. A judicial lien in the amount of **\$18,780.04** by Unifund CCR, LLC recorded on February 4, 2020. This lien was avoided by a court order dated March 13, 2025. Doc. #71.
14. A judicial lien in the amount of **\$13,587.89** by Midland Funding LLC recorded on May 12, 2021. This lien was avoided by a court order dated March 13, 2025. Doc. #70.
15. A judicial lien in the amount of **\$5,408.26** by American Express National Bank recorded on March 16, 2022. This lien was avoided by a court order dated March 13, 2025. Doc. #69.
16. A second junior judicial lien in the amount of **\$3,586.61** by Cavalry SPV I, LLC recorded on November 13, 2023. This lien was avoided by a court order dated January 13, 2025. Doc. #40.

Docs. #46, #48. When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999).

Ordinarily, liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien are grouped with the unavoidable liens. Here, it appears there is insufficient equity to which any of the Four Liens may attach. The total owed for the liens which hold priority over the Four Liens is \$588,455.37.

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

With that in mind, Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Carrington Mortgage	\$193,931.00		Unavoidable
2. HUD	\$10,672.59		Unavoidable
3. Tax liens	\$4,936.34		Unavoidable
4. All judicial liens recorded prior to the Four Liens	\$82,653.72	Pre-6/1/2018	Status Unknown
5. The Four Liens	\$366,400.49	6/1/2018 or later	Avoidable

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

The total amount of all unavoidable liens and all other liens with priority over the Four Liens is \$292,193.65. Even if the three most junior liens are avoided, leaving only the \$155,921.85 lien of Everardo Magana and Shawnda Magana (the most senior of the liens which Debtor seeks to avoid at this time) ("Magana"), there would be insufficient equity to support any of the Four Liens. Strict application of the § 522(f)(2) formula with respect to the Cavalry lien is illustrated as follows:

Amount of the Magana judgment lien		155,921.85
Total amount of unavoidable liens (incl. liens not yet avoided)	+	292,193.65
Debtor's claimed exemption in Property	+	362,000.00
<i>Sum</i>	=	\$810,115.50
Debtor's claimed value of interest absent liens	-	552,000.00
Extent lien impairs exemption	=	\$258,115.50

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

Fair market value of Property	\$552,000.00
Total amount of unavoidable liens (incl. liens not yet avoided)	- \$292,193.65
Homestead exemption	- 362,000.00
Remaining equity for judicial liens	= (\$102,193.65)
The Magana judicial lien	- \$155,921.85
Extent Debtor's exemption impaired	= (\$258,115.50)

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

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

4. [24-12602](#)-B-7 **IN RE: DEANNA RECTOR**
[SLL-9](#)

MOTION TO AVOID LIEN OF EVERADO MAGANA AND SHAWNDA MAGANA
4-7-2025 [88]

DEANNA RECTOR/MV
STEPHEN LABIAK/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.

Deanna Rector ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Everado and Shawnda Magana ("the Maganas" or "Creditor") encumbering residential real property located at 1699 Champagne St., Tulare, California ("Property"). Doc. #88.

This motion is one of four motions to avoid judicial liens filed contemporaneously by Debtor. These motions address outstanding judicial lienholders as follows, in descending order of priority:

1. Everardo Magan and Shawnda Magana. (DCN SLL-9; Doc. #88 et seq.; Item #4, i.e. this motion).
2. Fortune Energy Inc. (DCN SLL-8; Doc. #83 et seq.; Item #3)
3. Scott Nabors. (DCN SLL-7; Doc. #78 et seq.; Item #2)
4. State Farm General Ins. Co. (DCN SLL-6; Doc. #73 et seq.; Item #1).

(collectively "the Four Liens"). See docket generally.

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

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

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Regarding the Maganas, a judgment was entered against Debtor in favor of Creditor in the amount of \$155,721.85 on March 9, 2018. Doc. #75 (*Exhib. C*). The abstract of judgment was issued on April 18, 2018, and was recorded in Tulare County on June 1, 2018. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #90. Debtor estimates that the current amount owed on account of this lien is \$155,921.85. *Id.*

As of the petition date, Property had an approximate value of \$366,260.00. Doc. #1 (*Sched. A/B*). Debtor claimed a \$522,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #14 (*Amended Sched. C*).

Property is heavily encumbered, as illustrated as follows:

1. A first deed of trust held by Carrington Mortgage in the amount of **\$193,931.00**.
2. A second deed of trust held by HUD in the amount of **\$10,652.59**.
3. 10 Tulare County property tax liens totaling **\$4,936.23** and incurred between March 22, 2016, and September 25, 2024.
4. A judicial lien in the amount of **\$2,709.56** by Central Creditor's Bureau recorded on January 4, 2017.
5. A judicial lien in the amount of **\$53,701.27** by L.A. Commercial Group, Inc. recorded on August 1, 2017.
6. A judicial lien in the amount of **\$19,588.94** by Scott Nabors recorded on August 18, 2017.
7. A judicial lien in the amount of **\$6,643.95** by State Farm General Insurance recorded on November 10, 2017.
8. A judicial lien in the amount of **\$155,921.85** by Everardo Magana and Shawnda Magana recorded on June 1, 2018, (i.e. this matter).
9. A judicial lien in the amount of **\$43,704.99** by Fortune Energy Inc. recorded on August 28, 2018.
10. A judicial lien in the amount of **\$19,588.94** by Scott Nabors recorded on September 26, 2018.
11. A judicial lien in the amount of **\$317,184.81** by State Farm General Ins. Co. recorded on March 22, 2019.
12. A judicial lien in the amount of **\$10,600.29** by Cavalry SPV I, LLC recorded on November 19, 2019. This lien was avoided by a court order dated March 13, 2025. Doc. 69.
13. A judicial lien in the amount of **\$18,780.04** by Unifund CCR, LLC recorded on February 4, 2020. This lien was avoided by a court order dated March 13, 2025. Doc. #71.
14. A judicial lien in the amount of **\$13,587.89** by Midland Funding LLC recorded on May 12, 2021. This lien was avoided by a court order dated March 13, 2025. Doc. #70.
15. A judicial lien in the amount of **\$5,408.26** by American Express National Bank recorded on March 16, 2022. This lien was avoided by a court order dated March 13, 2025. Doc. #69.
16. A second junior judicial lien in the amount of **\$3,586.61** by Cavalry SPV I, LLC recorded on November 13, 2023. This lien was avoided by a court order dated January 13, 2025. Doc. #40.

Docs. #46, #48. When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Ordinarily, liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien are grouped with the unavoidable liens. Here, it appears there is insufficient

equity to which any of the Four Liens may attach. The total owed for the liens which hold priority over the Four Liens is \$588,455.37.

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

With that in mind, Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Carrington Mortgage	\$193,931.00		Unavoidable
2. HUD	\$10,672.59		Unavoidable
3. Tax liens	\$4,936.34		Unavoidable
4. All judicial liens recorded prior to the Four Liens	\$82,653.72	Pre-6/1/2018	Status Unknown
5. The Four Liens	\$366,400.49	6/1/2018 or later	Avoidable

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

The total amount of all unavoidable liens and all other liens with priority over the Four Liens is \$292,193.65. Even if the three most junior liens are avoided, leaving only the \$155,921.85 lien of Everardo Magana and Shawnda Magana (the most senior of the liens which Debtor seeks to avoid at this time) ("Magana"), there would be insufficient equity to support any of the Four Liens. Strict application of the § 522(f)(2) formula with respect to the Cavalry lien is illustrated as follows:

Amount of the Magana judgment lien		155,921.85
Total amount of unavoidable liens (incl. liens not yet avoided)	+	292,193.65
Debtor's claimed exemption in Property	+	362,000.00
<i>Sum</i>	=	\$810,115.50
Debtor's claimed value of interest absent liens	-	552,000.00
Extent lien impairs exemption	=	\$258,115.50

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

Fair market value of Property		\$552,000.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	\$292,193.65
Homestead exemption	-	362,000.00
Remaining equity for judicial liens	=	(\$102,193.65)
The Magana judicial lien	-	\$155,921.85
Extent Debtor's exemption impaired	=	(\$258,115.50)

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

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

5. [25-10904](#)-B-7 **IN RE: HORTENCIA REGALADO**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-23-2025 [\[16\]](#)

FIFTH THIRD BANK/MV
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.

Fifth Third Bank ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2021 Keystone Cougar 29RLDWE, (VIN 4YDT29R28MC505172) ("Vehicle"). Doc. #16.

Hortencia Regalado ("Debtor") did not oppose and no other party in interest timely filed written opposition. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make one pre-petition payment and one post-petition payment. The Movant has produced evidence that Debtor is delinquent at least \$1,198.23. Docs. #18, #20.

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 \$30,800.00 and Debtor owes \$66,249.84. Doc. #20.

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.

6. [25-11517](#)-B-7 **IN RE: ALEXIS/MELISSA ROBINSON**
[KTS-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-20-2025 [\[23\]](#)

ANAHEIM MULTIFAMILY LLC/MV
CALVIN CLEMENTS/ATTY. FOR MV.
ANAHEIM MULTIFAMILY LLC VS.

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.

Anaheim Multifamily LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 1600 W. Lincoln Avenue, #254, Anaheim, California 92801 ("Property"). Doc. #23. 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.

Because no opposition has been filed thus far, the facts will be drawn from the moving papers, except where noted otherwise. Doc. #23 *et seq.* The Debtors in this case are Alexis and Melissa Robinson ("Alexis," "Melissa," or collectively "Debtors"). According to the petition, Debtors live at 2114 Webster St., Sanger, CA 93657 ("the Sanger Property"), but maintain a mailing address at 1600 W. Lincoln Ave. #254, Anaheim, CA 92801 ("the Anaheim Property"). Doc. #1.

Movant owns the Anaheim Property and has rented to unnamed persons who reside on the Premises pursuant to a rental agreement to which the Debtors are not a party ("the Unnamed Parties"). On March 19, 2025, Movant filed an action for unlawful detainer against the Unnamed Parties in the Superior Court of California, County of Orange, Case No. 30-2025-01469017-CL-UD-CJC ("the Unlawful Detainer Action"). On April 3, 2025, Alexis filed a Prejudgment Claim of Right to Possession in the Unlawful Detainer Action, adding herself to the case. On May 8, 2025, Debtors filed this Chapter 7 case, thereby triggering the automatic stay and preventing the Unlawful Detainer Action from proceeding.

The petition in this *pro se* case was skeletal. The 341 meeting of creditors is set for June 11, 2025. Doc. #13. Debtors filed the petition on May 8, 2025, but did not file any Schedules until May 20, 2025. Doc. #21. In those Schedules, Debtors list no real property in Schedule A/B and, indeed, list no assets at all save for \$14,000.00 in personal and household items. *Id.* Movant is listed in Debtors' Schedule F, where Debtors claim to owe Movant \$4,416.00 for "CREDIT." *Id.* No lease agreement between Debtors and Movant (or any other party) is listed on Schedule G. *Id.* According to Schedule I, Debtors are unemployed and have no income whatsoever. *Id.* On Part 2, Line 4 of Schedule J, Debtors state that they pay \$983.00 for rental/home ownership expenses, but there is no indication as to whether this is paid for their residence in Sanger or for the Premises. *Id.* On Question 2 of the Statement of Financial Affairs, Debtors stated that, during the last three years, they have not lived anywhere other than their current residence, the Sanger Property. *Id.*

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.

Here, there is no indication whatsoever that Debtors have any equity in the Anaheim Property because they have no ownership right to it, nor, based on the evidence submitted so far, do they have any other kind of possessory interest arising from a lease agreement or any other sort of interest. Going by the Debtors' own filings, they appear to be totally unconnected to the Anaheim Property prior to Alexis's assertion of a Claim of Right to Possession. That filing in the state court is not included in Movant's exhibits. Also, frustratingly, all

the legal filings against the Unnamed Parties have the names of the relevant defendants redacted, even though the filings themselves appear to be public documents. While Movant represents to the court that Debtors are not legally connected with the Anaheim Property, there is nothing saying who the tenants who are the subject of the Unlawful Detainer Action actually are. Thus, it is *possible*, if unlikely, that Debtors may be able to present evidence that they do have a cognizable interest in the Anaheim Property that should be protected by the automatic stay.

In the absence of any such evidence or opposition at the hearing, this motion will be GRANTED pursuant to 11 U.S.C. § 362(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.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtors do not have any interest in the Anaheim Property which might give rise to appeal and because there is a pending state court case which has been put into abeyance by what seems, upon review of the docket, to have been filed as an abuse of the bankruptcy process. No other relief is awarded.

7. [24-11218](#)-B-7 **IN RE: PARMJIT JOHAL**
[LNH-3](#)

MOTION TO SELL AND/OR MOTION TO PAY
5-14-2025 [\[53\]](#)

IRMA EDMONDS/MV
PETER BUNTING/ATTY. FOR DBT.
LISA HOLDER/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 Irma Edmonds ("Trustee") seeks authorization to sell the estate's interest in residential real property located at 7326 N. Lacy Drive, Fresno, California ("Property") to Daler Singh ("Singh" or "Proposed Buyer") for \$455,500.00, pursuant to 11 U.S.C. § 363, and subject to higher and better bids at the hearing. Doc. #53 *et seq.* Trustee also requests to pay a \$4,000.00 flat-fee commission to the real estate brokers, split evenly between the estate's broker, Robert Casey of Berkshire Hathaway HomeServices ("Broker"), and the buyer's

broker. *Id.* Trustee further requests waiver of the 14-day stay of Fed. R. Bankr. P. ("Rule") 6004(h). *Id.*

The debtor and co-owner of the Property is Parmjit Johal ("Debtor" or "Parmjit"). This motion is supported by Declarations from Trustee and from Sahibjit S. Johal ("Sahibjit"), who is Debtor's brother and also co-owner in the Property, and by Exhibits in the form of (a) a copy of the Grant Deed vesting Parmjit and Sahibjit as co-owners of the Property and (b) a copy of the proposed *Purchase and Sale Agreement* ("the Purchase Agreement") between Trustee and Singh. Docs. ##55-57.

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

Debtor filed Chapter 7 bankruptcy on May 3, 2024. Doc. #1. Trustee was appointed as interim trustee on May 8, 2024, and became permanent trustee at the first § 341 meeting of creditors on May 31, 2024. Doc. #11; docket generally. In the course of administering the estate, Trustee investigated the estate's assets, which included Property.

Trustee has secured an offer from and executed the Purchase Agreement with Proposed Buyer to sell Property to Proposed Buyer for \$455,500.00. Doc. #57 (Exhib. B). Trustee now moves to go complete the sale, subject to higher and better bids at the hearing, and, after completion, pay broker's fees as outlined above. Doc. #58. According to his Declaration, Sahibjit has consented to the sale in exchange for 50% of the equity plus a \$2,000.00 escrow credit. Doc. #56.

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 Proposed Buyer is an insider with respect to Debtor. Proposed Buyer is neither listed in the schedules nor the master address list. Docs. #50-51.

Property is listed in *Schedule A/B* with a value of \$455,700.00. Doc. #1. Debtor did not exempt Property in *Schedule C*. *Id.* Trustee entered into the Purchase Agreement with Proposed Buyer to sell Property for \$455,000.00, subject to the terms and conditions as outlined in the Property Agreement. Doc. #57 (Exhib. B at pp. 7-8).

Property is subject to a deed of trust in an amount estimated at \$356,661.00 as of the petition date and now currently estimated by Trustee at \$355,000.00 in the moving papers. Docs #1, #55. The taxes are not in default, and Trustee estimates that Fresno County Property Taxes are owed in the amount of \$3,063.00). *Id.*

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

Sale price	\$455,500.00
Mortgage (estimated)	(\$355,000.00)
Estimated taxes	(\$3,063.00)
Broker commission (flat fee)	(\$4,000.00)
Escrow costs/title insurance 2%	(\$9,000.00)
	\$84,437.00
Estate's half (minus \$2,000.00 credit to Sahibjit)	\$40,218.50
Half paid plus \$2,000.00 credit to Sahibjit	\$44,218.50

Doc. #50.

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

In the absence of any objection at the hearing, the court will GRANT the motion to sell.

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 July 2, 2024, the court approved Broker's employment retroactive to May 23, 2024, though no compensation or expense reimbursement was to be permitted except upon subsequent order of the court pursuant to §§ 330(a) and/or 331. Doc. #39. The final agreement incorporates a condition limiting broker compensation to \$4,000.00 split equally between Broker and buyer's broker, if any. Doc. #57 (Exhib. B).

Pursuant to the employment order and the Purchase Agreement, Trustee requests authority to compensate Broker with a flat-fee commission of \$4,000.00 which will be split equally between Broker and the buyer's real estate broker, if any. *Id.* The Purchase Agreement identifies Proposed Buyers' broker as Navdeep Mann of Xander Mortgage & Real Estate, Inc. Doc. #57. The \$4,000.00 commission appears to be a flat fee that will not increase in the event of a successful overbid. 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 Trustee's *Notice of Hearing* on this motion. See Doc. #54.

Waiver of 14-day Stay

Trustee requests waiver of the 14-day stay of Rule 6004(h) but provides no basis for the request, and no such relief will be granted.

Conclusion

Written opposition was not required in advance of the hearing date. In the absence of any opposition at the hearing, the court is inclined to GRANT the motion. 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 in the amount of \$4,000.00 to be split evenly between Broker and the buyer's broker, as determined

at the hearing; and (4) to pay all costs, commissions, and real property taxes directly from escrow.

8. [25-11221](#)-B-7 **IN RE: BRANDON WILLIAMS**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT
INFORMATION IN PACER
5-1-2025 [\[16\]](#)

ANTHONY EGBASE/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.

9. [25-11228](#)-B-7 **IN RE: RONALD BARHAM**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-5-2025 [\[18\]](#)

MERCEDES-BENZ FINANCIAL
SERVICES USA LLC/MV
SHERYL ITH/ATTY. FOR MV.
DISMISSED 5/14/25

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 already entered on May 14, 2025.
(Doc. #26). The motion will be DENIED AS MOOT.

10. [25-10729](#)-B-7 **IN RE: REYNALDO GALANG**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-30-2025 [\[14\]](#)

TOYOTA MOTOR CREDIT
CORPORATION/MV
D. GARDNER/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

Toyota Motor Credit Corporation ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2016 BMX X5, (VIN 5UXKR0C52G0P25551) ("Vehicle"). Doc. #14. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Reynaldo Soliveres JR Galang ("Debtor") did not file opposition and no other party in interest timely filed written opposition. Debtor's Statement of Intention indicated that the Vehicle would be surrendered.

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 is four (4) payments past due in the amount of \$2,829.06. Docs. #16, #18. Additionally, Debtor has failed to maintain insurance coverage.

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 \$12,475.00 and Debtor owes \$39,945.22. Doc. #18.

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

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

11. [24-13335](#)-B-7 **IN RE: LINA SHIRLEY**
[SLL-1](#)

MOTION BY STEPHEN L. LABIAK TO WITHDRAW AS ATTORNEY
4-28-2025 [[34](#)]

STEPHEN LABIAK/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.

Stephen Labiak ("Labiak"), attorney for Lina Shirley ("Debtor"), the debtor in the above-styled case, brings a *Motion for Withdrawal* based on the California Rules of Professional Conduct ("CRPC") 1.16(b) and Local Bankruptcy Rule ("LBR") 2017-1(e). Doc. #34.

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.

CRPC 1.16(b) permits withdrawal of an attorney when "the client ... renders it unreasonably difficult for the lawyer to carry out the representation effectively" and when "the lawyer believes* in good faith, in a proceeding pending before a tribunal, that the tribunal will find the existence of other good cause for withdrawal." CRPC 1.16(b)(4) and (b)(10).

LBR 2017-1(e) states:

Withdrawal. Unless otherwise provided herein, an attorney who has appeared may not withdraw leaving the client in *propria persona* without leave of court upon noticed motion and notice to the client and all other parties who have appeared. The attorney shall provide an affidavit stating the current or last known address or addresses of the client and the efforts made to notify the client of the motion to withdraw. Withdrawal as attorney is governed by the Rules of Professional Conduct of the State Bar of California, and the attorney shall conform to the requirements of those Rules. The authority and duty of the attorney of record shall continue until relieved by order of the Court issued hereunder. Leave to withdraw may be granted subject to such appropriate conditions as the Court deems fit.

This motion is accompanied by Labiak's Declaration which attests that Debtor has failed to respond to Labiak's communication attempts consistently since January 28, 2025, including on the topic of this case's conversion from Chapter 13 to Chapter 7. Doc. #37. Labiak declares that Debtor finally responded to an email advising her that the case had been converted and that Debtor's assets may be at risk for Chapter 7 liquidation. *Id.* Labiak also declares:

As to [CRPC 1.16(b)], attorney believes there are additional facts that attorney could disclose to warrant withdrawal, but because of the nature of these fact, they cannot be made in a filing with this court without violating the Rules of Professional Conduct and other considerations.

Id. Finally, Labiak identifies Debtor's last known physical address and mailing address as:

Physical
Lina Shirley
977 E. Pinedale Ave.
Fresno, CA 93720

Mailing
Lina Shirley
PO Box 28421
Fresno, CA 93721.

Id.

Pursuant to LBR 2017-1(e), and based upon Labiak's declaration, the court GRANTS this motion and Stephen Labiak may withdraw as the attorney for debtor Lina Shirley in this bankruptcy case. Withdrawal of an attorney is governed by the Rules of Professional Conduct of the State Bar of California, and Attorney shall conform to the requirements of those rules. The authority and duty of Attorney as attorney for Debtor in the bankruptcy case shall continue until the court enters the order. The order submitted shall state the debtor's last known address.

12. [25-11145](#)-B-7 **IN RE: JESSICA BRIGGS**
[PPR-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR
ADEQUATE PROTECTION
5-9-2025 [\[13\]](#)

PRESTIGE FINANCIAL SERVICES/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
DIANA TORRES-BRITO/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 motion will be DENIED WITHOUT PREJUDICE for failure to comply with
the Local Rules of Practice ("LBR").

This motion was filed and served on May 9, 2025, and set for hearing
on June 4, 2025. Docs. ##13-28. May 9, 2025, is 26 days before June 4,
2025. Therefore, this motion was set for hearing on less than 28 days'
notice under LBR 9014-1(f)(2). Nevertheless, the notice stated:

[o]pposition, if any to the granting of the motion
shall be in writing and shall be served and filed
with the Court by the responding party at least
fourteen (14) calendar days preceding the date or
continued date of the hearing . . . Without good
cause, no party shall be heard in opposition to a
motion at oral argument if written opposition to
the motion has not been timely filed. Failure of
the responding party to timely file written
opposition may be deemed a waiver of any opposition
to the granting of the motion or may result in the
imposition of sanctions.

Notice, 1:27-28; 2:1-6, 11-12, Doc. #14. This is incorrect. Motions
noticed less than 28 days before the hearing are deemed brought
pursuant to LBR 9014-1(f)(2). The notice should have informed
respondents that written opposition was not required, and opposition,
if any, shall be presented at the hearing. If opposition is presented,
or if there is other good cause, the court may continue the hearing to
permit the filing of evidence and briefs.

Therefore, the notice was materially deficient because the respondents
were told to file and serve written opposition even though it was not
necessary. Thus, interested parties may be deterred from opposing the
motion or from appearing at the hearing.

The Relief from Stay Information Sheet incorrectly states the Debtors Statement of Intentions said that the collateral was being surrendered. *Doc. #17*. That is not true. The Debtor stated she intended to make payments. See *Doc. #1 (pg. 35)*.

Finally, the Certificate of Service does not state the motion documents were served according to Fed. R. Bankr. Proc. 7004. The Certificate stated the initial motion documents were served in accordance with Fed. R. Bankr. Proc. 7005. That is also incorrect.

For the above reasons, this motion will be DENIED WITHOUT PREJUDICE.

2:00 PM

1. [23-11116](#)-B-13 **IN RE: HUMBERTO/NANCY VIDALES**
[TCS-8](#)

MOTION TO MODIFY PLAN
4-29-2025 [[132](#)]

NANCY VIDALES/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to July 9, 2025, at 9:30 a.m.

ORDER: The court will issue an order.

Humberto and Nancy Vidales ("Debtors") move for an order confirming the *Third Modified Chapter 13 Plan* dated April 29, 2025. Docs. #132. Debtor's current plan was confirmed on December 8, 2023. Doc. #99. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. Debtors motion to confirm states that the Debtors have spoken to the mortgage company, Wells Fargo Bank, and that they have confirmed that the mortgage arrears were an error, and the Debtors are not only current, but have an excess balance in a suspense account. (Dkt. 132.) Therefore, this modified plan seeks to move Wells Fargo Bank from Class 1 to a Class 4 direct pay. However, the Debtors have not objected to Wells Fargo Bank's proof of claim nor has Wells Fargo Bank filed an amended proof of claim removing the pre-petition mortgage arrears. (POC 12-1.) Until an objection is sustained or an amended proof of claim is filed, the pre-petition mortgage arrears listed in Wells Fargo Bank's proof of claim are presume valid.

Doc. #139. On May 28, 2025, the Debtors responded, acknowledging the validity of the Trustee's objection but stating that they have filed an Objection to the Wells Fargo claim. Doc. #141. They request that this matter be continued to July 16, 2025, to be heard in conjunction with that Objection to Proof of Claim. *Id.* However, no such objection has been filed so far.

This motion to confirm plan will be CONTINUED to **July 9, 2025, at 9:30 a.m.** If Debtors properly file and notice an Objection to the Proof of Claim, this matter may be further continued to be heard in conjunction with it.

Unless this case is voluntarily converted to chapter 7, dismissed, or all objections to confirmation are withdrawn, the Debtors shall file and serve a written response to the objections no later than fourteen (14) days before the continued hearing date. The response shall specifically address each issue raised in the objection(s) to confirmation, state whether each issue is disputed or undisputed, and include admissible evidence to support the Debtor's position. Any replies shall be filed and served no later than seven (7) days prior to the hearing date.

If the Debtors elect to withdraw the 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 seven (7) days before the continued hearing date. If the Debtors do not timely file a modified plan or a written response, the objection will be sustained on the grounds stated, and the motion will be denied without further hearing.

2. [24-13665](#)-B-13 **IN RE: JUSTIN/SHARLENE TUEY**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-25-2025 [[62](#)]

TOYOTA LEASE TRUST/MV
D. GARDNER/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 relates to an executory contract or lease of personal property. Under 365(d)(2) the lease may be assumed or rejected at any time before plan confirmation. If the Plan does not assume the lease, it is deemed rejected as of the petition date. 365(g)(1).

Since there is no opposition, and neither the original Plan nor amended Plan refers to this lease, the motion will be GRANTED.

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

3. [23-11981](#)-B-13 **IN RE: SHIMEKA CONWAY**
[TCS-4](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF TIMOTHY C.
SPRINGER FOR NANCY D. KLEPAC, DEBTORS ATTORNEY(S)
5-10-2025 [[97](#)]

TIMOTHY SPRINGER/ATTY. FOR DBT.
NANCY KLEPAC/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted as modified.

ORDER: The minutes of the hearing will be the court's
findings and conclusions. Order preparation
determined at the hearing.

Nancy Klepac and the Law Offices of Timothy C. Springer (collectively "Applicant"), attorney for Shimeka Conway ("Debtor"), request interim compensation in the sum of **\$20,765.00** under 11 U.S.C. § 330 and § 331. Doc. #97 *et seq.* This amount consists of **\$20,765.00** in fees and **\$0.00** in expenses from **March 1, 2022, through December 2, 2024**. *Id.* This is Applicant's first fee application. Doc. #97.

The motion is accompanied by what purports to be a statement of consent dated December 2, 2024, indicating that Debtor has read the fee application and approves the same. *Id.* § 9(7). The Debtor's signature is a scrawl not even recognizable as being a word, let alone Debtor's name, but it does appear to match the similar "signature" Debtor used when signing her Chapter 13 plan. Doc. #43. The court accepts its inclusion as a representation by Applicant as an officer of the court that it is Debtor's proper signature.

No explanation is provided as to why this Application was (based on the date of Debtor's signature) prepared on or about December 2, 2024, but not filed until May 10, 2025.

Written opposition was not required and may be presented at the hearing. In the absence of opposition (or further arguments from Applicant at the hearing), this motion will be GRANTED AS MODIFIED for the reasons outlined below

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.

Section 3.05 of the *Second Amended Chapter 13 Plan* dated December 7, 2023, confirmed January 22, 2024, indicates that Applicant was paid \$212.00 prior to filing the case and, subject to court approval, additional fees of \$18,288.00 shall be paid through the plan upon court approval by filing and serving a motion in accordance with 11 U.S.C. §§ 329 and 330, and Rules 2002, 2016-17. Docs. #62, #71.

Applicant's firm provided 58.60 billable hours at the following rates, totaling **\$20,765.00** in fees:

Professional	Rate	Billed	Total
Nancy Klepac	\$400.00	33.3	\$13,320.00
Timothy Springer	\$400.00	14.6	\$5,840.00
Rachel Ray	\$150.00	10.7	\$1,605.00
TOTAL		58.6	\$20,765.00

Docs. #97, #99. Applicant does not seek expense reimbursement in this application.

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

11 U.S.C. § 331 authorizes the award after notice and hearing of an interim award subject to subsequent final approval by the court pursuant to § 330.

Applicant's services here included, without limitation: prepetition consultation and fact gathering (\$3,000.00); preparation of the voluntary petition, schedules and Form 22C (\$1,810.00); Independent verification of information (\$760.00); amendments to petitions and/or schedules (\$570.00); original plan, hearings, and objections (\$2,775.00); 341 preparation and attendance (\$800.00); 1st modified plan, motions, objections (\$2,465.00); 2nd modified plan, motions, objections (\$1,160.00); other motions (\$4,385.00); fee applications (\$2,160.00); and case administration (\$160.00).

For the most part, the court finds these services and expenses reasonable, actual, and necessary. The exception to that finding may be found in the work performed and time billed for the Second Modified Plan, which total \$1,880.00 in fees. See Doc. #99, pg. C-5. (One of the entries for the Second Modified Plan in the amount of \$720.00 is mistakenly included in the task group for the First Amended Plan. *Id.*) Roughly half of that total, \$960.00, represents time billed for the preparation and service of a *Motion to Shorten Time* so that the

confirmation motion could be heard on less than thirty-five days as would normally be required pursuant to LBR 3016-1(d)(1). Doc. #53. As the court's civil minutes noted at the time, the *Motion to Shorten Time* was needed because (according to a Declaration accompanying the motion), Applicant's employee who had been charged with filing the hearing notice for the second modified plan was apparently out of the office for five days due to a family emergency, and no one else in Applicant's office timely filed the notice in her absence. Doc. #69. The court is not persuaded that this service was reasonable, actual, or necessary, as Applicant should have had other personnel capable of timely filing a notice when one employee is out of the office.

In fact, the court is inclined to exclude all the work performed and time billed for the second modified plan. A review of the two modified plans reflect that they are, in fact, completely identical except for the amount of the monthly plan payment and the percentage distribution to general unsecured creditors. This is because the then-Trustee, Michael H. Meyer ("Meyer") objected to the first modified plan on the grounds that not all of Debtor's pay advices for the six months preceding the petition date had been turned over. Doc. #46. However, Meyer on his own initiative was able to reconstruct the missing pay advices by comparing the advices he did receive with the year-to-date pay notices that were submitted. *Id.* Based on that, Meyer concluded that Debtor's filings underestimated her monthly pay by approximately \$2,000.00 per month. *Id.* Debtor did not challenge Meyer's calculations but instead withdrew the First Amended Plan, tersely advising that a Second Amended Plan was forthcoming. Doc. #50.

The only change made to the First Amended Plan before its re-submission was to increase the plan payment and percentage distribution to take into account the Debtor's corrected income, which was brought to light not by the debtor or her counsel but by the Chapter 13 Trustee based on the incomplete data provided by the debtor. Accordingly, the court finds that the remaining fees incurred during the drafting and submission of the Second Amended Plan are also not reasonable, actual or necessary, and the entire \$1,880.00 billed in connection with the Second Amended Plan will be disallowed. After that amount is subtracted from the \$20,765.00 requested, the remaining balance is \$18,885.00.

Written opposition was not required in advance of the hearing. In the absence of any opposition, the court is inclined to GRANT this motion. Applicant shall be awarded **\$18,885.00** in fees as reasonable compensation for services rendered on an interim basis under 11 U.S.C. §§ 330 and 331. However, under the confirmed plan, the maximum that can be paid through the plan is \$18,288.00. Doc. #62. The proposed fee award exceeds that figure by \$597.00. The chapter 13 trustee will be authorized to pay Applicant **\$18,288.00** through the confirmed plan for services and expenses **March 1, 2022, through December 2, 2024**. Any additional attorney's fees to be sought, including the \$597.00 which will not be paid through the plan through this Application, will

require a further modification of the plan and court approval after notice and a hearing.

4. [25-11090](#)-B-13 **IN RE: SHAYLA NORWOOD**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
5-16-2025 [[13](#)]

LILIAN TSANG/MV
RABIN POURNAZARIAN/ATTY. FOR DBT.

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

DISPOSITION: Continued to July 9, 2025, at 9:30 a.m.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Shayla Norwood ("Debtor") on April 4, 2025, on the following basis:

1. The plan improperly classifies Capital One Auto Finance as a Class 4 Creditor to be paid directly by Debtor. However, per the terms of Section 3/10 of the mandatory form plan, Class 4 claims are only for claims that mature after plan completion. The Capital One claim, according to Trustee's calculations, matures in month 27 of the plan.
2. Schedule A/B must be amended to include Debtor's interest in a \$2,500.00 security deposit.
3. Debtor must still provide all pay advices for the six months preceding the filing of the petition so that Trustee can verify the income reported in Schedule I and Form 122C.

Doc. #13.

This objection will be CONTINUED to July 9, 2025, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. 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 the Debtor's position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the 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 **7 days before the hearing**. If the Debtor does not timely file a modified plan or a

written response, this objection will be sustained on the grounds stated in the objection without further hearing.

5. [25-10993](#)-B-13 **IN RE: PEDRO ESPINO DIAZ**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
5-13-2025 [[18](#)]

SCOTT LYONS/ATTY. FOR DBT.
DISMISSED 5/13/25

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

DISPOSITION: Overruled as moot.

No order is required.

On May 13, 2025, an Order of Dismissal was entered in this case. Doc. #22. Accordingly, this Objection is OVERRULED as moot.

6. [24-13097](#)-B-13 **IN RE: ROBERT HERMAN**
[MAZ-2](#)

MOTION TO CONFIRM PLAN
4-22-2025 [[49](#)]

ROBERT HERMAN/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
RESPONSIVE PLEADING WITHDRAWN;

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.

Robert Herman ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated April 22, 2025. Doc. #49. No plan has been confirmed thus far. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan, but later withdrew the objection after subsequent filings by Debtor resolved the outstanding issues. Doc. #70.

The 60-month plan proposes the following terms:

1. Plan payments will be \$1,323.00 per month.
2. Outstanding Attorney's fees in the amount of \$7,100.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
 - a. One Main Financial (Class 3). 2015 Kia Soul to be surrendered.
 - b. OCWEN Loan Servicing mortgage to be paid directly by the Debtor at \$2,110.00.
4. A dividend of 100% to unsecured creditors.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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