UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, June 11, 2025
Department A – Courtroom #11
Fresno, California

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

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

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

Please also note the following:

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

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

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

If you are appearing by ZoomGov phone or video, please join at least 10 minutes prior to the start of the calendar and wait with your microphone muted until the matter is called.

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. 25-10505-A-11 **IN RE: WATTS CHOPPING**
GAL-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-12-2025 [80]

FIRST CITIZENS BANK & TRUST COMPANY/MV
LEONARD WELSH/ATTY. FOR DBT.
GARRY MASTERSON/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

The motion was resolved by stipulation and order entered on June 5, 2025. Doc. #110.

2. 25-10505-A-11 **IN RE: WATTS CHOPPING**
YW-3

MOTION FOR COMPENSATION BY THE LAW OFFICE OF YOUNG WOOLDRIDGE FOR LEONARD K. WELSH, DEBTORS ATTORNEY(S)
5-13-2025 [88]

LEONARD WELSH/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). Agwest Farm Credit, FLCA and Agwest Farm Credit, PCA (collectively, "Creditors") timely filed written limited opposition on May 28, 2025. Doc. #104. The moving party filed a timely response on June 3, 2025. Doc. #106. Creditor's opposition was withdrawn on June 10, 2025. Doc. #111. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987).

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice to advise respondents when written opposition must be filed and the deadline for filing and serving it. The notice of hearing merely references this court's local rules and does not specifically state that written opposition, if any, shall be served and filed with the court at least fourteen (14) days preceding the date of the hearing. In future notices of hearings, the court will require the notice of hearing to expressly state that written opposition, if any, shall be served and filed with the court at least fourteen (14) days preceding the date or continued date of the hearing and not merely reference this court's Local Rule of Practices 9014-1(f)(1).

The Law Offices of Young Wooldridge ("Movant"), counsel for the debtor and debtor in possession Watts Chopping, Inc. ("DIP"), requests allowance of interim compensation in the amount of $18,360.00 and reimbursement for expenses in the amount of $1,144.49 for services rendered from February 21, 2025 through April 30, 2025. Doc. #88. DIP has no objection to the fees and expenses requested by Movant. Decl. of Hayley Watts, Doc. #92. This is Movant's first fee application in this case.

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

Movant's services included, without limitation: (1) providing general case administration; (2) preparing chapter 11 initial reporting requirements and documents; (3) providing documents requested to the United States Trustee; (4) researching and reviewing DIP's case to determine case eligibility for Subchapter V of Chapter 11 and conversion requirements; (5) preparing for and attending the meeting of creditors; (6) preparing and filing a motion for order authorizing use of cash collateral; (7) corresponding with various parties by email; and (8) preparing and filing fee and employment applications. Ex. B, Doc. #90; Decl. of Leonard K. Welsh, Doc. #91.

This motion is GRANTED. The court allows interim compensation in the amount of $18,360.00 and reimbursement of expenses in the amount of $1,144.49. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may draw on any retainer held. DIP is authorized to pay the fees allowed by this order from available funds only if the estate is administratively solvent and such payment will be consistent with the priorities of the Bankruptcy Code.

3. 25-10505-A-11 **IN RE: WATTS CHOPPING**
YW-5

MOTION FOR ORDER CONFIRMING DEADLINE FOR DEBTOR TO FILE PLAN OF REORGANIZATION
5-22-2025 [97]

WATTS CHOPPING/MV
LEONARD WELSH/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

Watts Chopping, Inc. ("Debtor") moves the court for an order confirming that the deadline for Debtor to file a plan of reorganization is July 2, 2025, 90 days from the date Debtor amended its chapter 11 voluntary petition and elected to proceed under Subchapter V of Chapter 11. Doc. #97.

Debtor filed its voluntary chapter 11 bankruptcy case on February 21, 2025. Doc. #1. At the time Debtor filed its bankruptcy petition, Debtor listed secured and unsecured liabilities of $3,318,969.20. Id. On April 1, 2025, the cap on the aggregate amount of noncontingent liquidated secured and unsecured debt that a debtor filing for Subchapter V of Chapter 11 could have increased from $3,024,725 to $3,424,000. 90 Fed. Reg. 8941 (Feb. 4, 2025). On April 3, 2025, Debtor elected to proceed under Subchapter V of Chapter 11. Doc. #58.

A Subchapter V debtor must file a plan of reorganization "not later than 90 days after the order for relief under this chapter, except that the court may extend the period if the need for the extension is attributable to circumstances for which the debtor should not justly be held accountable." 11 U.S.C. § 1189(b). Where a debtor was not able to elect filing under Subchapter V at the time the debtor initially filed its voluntary petition and was later able to elect to proceed under Subchapter V, courts have held that the court may extend the time for the debtor to file a plan. In re Bonert, 2020 Bankr. LEXIS 1783 (Bankr. C.D. Cal. Jun. 3, 2020).

The court agrees with the reasoning in Bonert and will extend, pursuant to 11 U.S.C. § 1189(b) and Debtor's request, the time for Debtor to file its Subchapter V plan to July 2, 2025.

Accordingly, pending any opposition being raised at the hearing, the motion will be GRANTED and the time for Debtor to file its Subchapter V plan will be extended to July 2, 2025.

4. 25-10420-A-11 **IN RE: JAMES GRIMES**
CAE-1

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
2-14-2025 [1]

LEONARD WELSH/ATTY. FOR DBT.

NO RULING.

5. 25-10420-A-11 **IN RE: JAMES GRIMES**
DMG-1

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
4-4-2025 [53]

TRACIE GRIMES/MV
LEONARD WELSH/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.

NO RULING.

6. 25-10420-A-11 **IN RE: JAMES GRIMES**
YW-2

CONTINUED CHAPTER 11 SMALL BUSINESS SUBCHAPTER V PLAN
3-12-2025 [34]

LEONARD WELSH/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Confirmed pursuant to 11 U.S.C. § 1191(b) if certain changes are made to the plan.

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

James Bruce Grimes ("Debtor"), the debtor and debtor in possession in this Subchapter V Chapter 11 case, moves the court for confirmation of Debtor's Plan of Reorganization Dated March 12, 2025, as modified by Modification of Debtor's Plan of Reorganization Dated March 12, 2025 Before Confirmation filed on May 19, 2025 (collectively, the "Plan"). Doc. ##34, 82. The hearing to confirm the Plan was set by order of the court filed on March 13, 2025 ("Order"). Doc. #39. In the Order, the court set the confirmation hearing for April 23, 2025 and ordered transmission of the Plan, Order, ballots, and notice of the confirmation hearing by March 17, 2025; acceptances or rejections of the Plan, and objections to confirmation by April 9, 2025; and responses to objections, tabulation of ballots, and brief by April 16, 2025. Doc. #39. On April 11, 2025, the court entered an order continuing the confirmation hearing to June 11, 2025; extending the deadline to file objections to confirmation to May 28, 2025; and responses to objections, tabulation of ballots, and brief to June 4, 2025. Doc. #66. No objections to confirmation of the Plan have been filed.

While Debtor properly served the Plan, ballots, notice of the confirmation hearing and related documents, there is no certificate of service filed showing that the conformed Order was served on all parties in interest. Doc. ##38, 58. The court is inclined to waive this defect in service because two of the impaired classes entitled to vote on the Plan have submitted ballots, so it does not appear that the failure of Debtor to serve a conformed copy of the Order prevented due process. Moreover, all creditors are to be paid in full under the Plan.

Section 1191 of the Bankruptcy Code governs plan confirmation in Subchapter V. Here, § 1129(a)(8) has not been satisfied because Class Eight, consisting of non-priority general unsecured claims, did not return ballots accepting the Plan. Decl. of Leonard K. Welsh, Doc. #88. Thus, the Plan must be confirmed under § 1191(b).

In the Plan, Debtor requests confirmation on a non-consensual basis under § 1191(b). 11 U.S.C. § 1191(b) provides in relevant part:

> [I]f all of the applicable requirements of section 1129(a) of this title, other than paragraphs (8), (10), and (15) of that section, are met with respect to a plan, the court, on request of the debtor, shall confirm the plan notwithstanding the requirements of such paragraphs if the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the plan.

11 U.S.C. § 1191(b). For a plan to be fair and equitable with respect to a class of unsecured creditors that is impaired and that has not accepted the Plan, the Plan must meet the requirements of § 1191(c)(2) and § 1191(c)(3). 11 U.S.C. § 1191(b), (c)(2)-(3).

Having reviewed the Plan, the docket in this case, and the evidence in support of confirmation of the Plan, the court is inclined to find that the Plan complies with the requirements for confirmation under Bankruptcy Code § 1191(b) so long as the Plan is modified to provide that holders of Class Eight claims receive post-petition interest from the petition date in the same amount as such creditors would receive pursuant to 11 U.S.C. § 726(a)(5) had Debtor's bankruptcy case been a chapter 7 case. This modification is required for the Plan to comply with 11 U.S.C. § 1129(a)(7) with respect to Class Eight.

The court finds that the Plan meets the requirements of 11 U.S.C. § 1190. Specifically, the Plan includes a brief history of Debtor's business operations, a liquidation analysis, and projections with respect to the ability of Debtor to make payments under the proposed Plan as required by § 1190(1). The Plan provides for the submission of all or such portion of Debtor's future earnings or other future income to the supervision and control of the Subchapter V Trustee as is necessary for the execution of the Plan as required by § 1190(2). The court finds § 1190(3) does not apply to the Plan.

With respect to § 1129(a)(1), the Plan complies with the applicable provisions of Chapter 11 and meets the applicable mandatory provisions of 11 U.S.C. § 1123(a). The provisions of § 1123(a)(6) of the Bankruptcy Code, which relate to the issuance of securities pursuant to a reorganization plan, are not applicable in this case. The provisions of § 1123(a)(8) do not apply in a Subchapter V case. 11 U.S.C. § 1181. The Plan:

(1) Designates classes of claims other than claims of a kind specified in Bankruptcy Code sections 507(a)(2), 507(a)(3), or 507(a)(8) as required by § 1123(a)(1). The claims are Class One (classified priority claims); Class Two (secured claim of Kern County Treasurer – Tax Collector);

Class Three (secured claim of Debra and Richard Hixon); Class Four (secured claim of Ameritas Life Insurance Corporation); Class Five (secured claim of BMW Financial Services); Class Six (allowed claim of RW Bakersfield Partners, Ltd.); Class Seven (allowed claims for community unsecured debt); Class Eight (allowed claims for separate property unsecured debt); Class Nine (executory contract and unexpired lease claims); and Class Ten (interests of Debtor).

(2) Specifies the classes that are not impaired under the Plan (Classes One through Five and Class Ten) as required by § 1123(a)(2).

(3) Specifies the treatment of any class of claims or class of interest which is impaired under the Plan (Classes Six through Nine) as required by § 1123(a)(3).

(4) Provides for the same treatment for each claim or interest of a particular class as required by § 1123(a)(4).

(5) Provides adequate means for the implementation and execution of the Plan as required by § 1123(a)(5).

(6) Contains no provisions inconsistent with the interests of creditors and equity security holders and public policy with respect to the manner of selection of any officer, director, or trustee under the Plan and any successor to such officer, director, or trustee as required by § 1123(a)(7).

(7) Provides for the assumption or rejection of all executory contracts and unexpired leases existing as of the petition date in accordance with Debtor's sound business judgment as required by § 1123(b)(2).

Debtor, as proponent of the Plan, provided adequate disclosure regarding the Plan to all creditors and interest holders in good faith and has complied with the applicable provisions of Chapter 11 as required by § 1129(a)(2).

The Plan has been proposed in good faith and not by any means forbidden by law as required by § 1129(a)(3).

Pursuant to § 1129(a)(4), the Plan provides that payments made or to be made to Debtor's attorneys and the Subchapter V trustee in connection with the case or the Plan are subject to approval of the court.

The Plan provides that Debtor will manage his financial affairs and implement the Plan, which is consistent with interests of creditors and with public policy as required by § 1129(a)(5).

Section 1129(a)(6) is inapplicable and no changes in regulatory rates are provided for in the Plan.

Pursuant to § 1129(a)(7), each holder of a claim or interest in an impaired class has either accepted the Plan or will receive an amount equal to or greater than the amount such holder of a claim or interest would receive in a Chapter 7 case. Debtor contends that there are no Class One claims and if there are, such claims will be paid as required by the law, so any holders of Class One claims will receive equal to or greater than priority claimants would receive in a Chapter 7 case. Plan, § 5.01, Doc. #34. Class Eight has not accepted the Plan because Class Eight is impaired and no holders of claims in Class Eight voted to accept the Plan. Plan, § 7.03, Doc. #34; Welsh Decl., Doc. #88. Based on the current treatment of Class Eight, the Plan does not comply with 11 U.S.C. § 1129(a)(7) with respect to Class Eight because the

holders of Class Eight claims would receive more in a Chapter 7 case than such holders are receiving under the Plan. As set forth in Exhibit A to the Plan, general unsecured creditors would be paid in full in a Chapter 7 case with excess funds available thereafter. Ex. A, Doc. #37. Pursuant to 11 U.S.C. § 726(a)(5), where unsecured creditors are paid in full and there are excess funds available, such creditors also receive post-petition interest at the legal rate. Because the Plan does not provide post-petition interest at the legal rate on Class Eight claims, the current treatment of Class Eight does not comply with 11 U.S.C. § 1129(a)(7).

Section 1129(a)(8) has not been satisfied because Class Eight has not voted affirmatively to accept the Plan. Bell Road Inv. Co. v. M Long Arabians (In re M Long Arabians), 103 B.R. 211, 215-16 (B.A.P. 9th Cir. 1989) (holding that when no creditors within a class vote to accept a plan, that class is deemed to have rejected the plan). Nevertheless, section 1129(a)(8) need not be satisfied if the Subchapter V plan is confirmed, as here, under § 1191(b).

Pursuant to § 1129(a)(9), the Plan provides for treatment of claims under 11 U.S.C. §§ 507(a)(1), 507(a)(3), 507(a)(4), 507(a)(5), 507(a)(6), 507(a)(7) and 507(a)(8), to the extent there are any, in a manner consistent with 11 U.S.C. § 1129(a)(9). Plan, § 4.01, Doc. #34.

Section 1129(a)(10) need not be satisfied if the Subchapter V plan is confirmed, as here, under § 1191(b). However, the Plan has been accepted by at least one impaired class who are not insiders. Specifically, Classes Six and Seven have accepted the Plan and are not insiders.

Regarding § 1129(a)(11), the Plan provides that Debtor will pay Class Two, Class Six, Class Seven and Class Eight claims from funds currently held in a trust account with Debtor's ex-wife's attorney. Plan, Doc. #34; Ex. B, Doc. #37. The Plan also provides that Debtor will pay Classes Three through Five from future net income for 36 months. The court finds, based on the evidence submitted by Debtor, that the Plan is feasible and confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of Debtor or any successor to Debtor under the Plan.

Section 1129(a)(12) has been satisfied because all fees due under 28 U.S.C. § 1930 have been paid.

Sections 1129(a)(13)-(15) are not applicable to this case.

Pursuant to § 1129(a)(16), all transfers of property contemplated under the Plan have been or will be made in compliance with applicable non-bankruptcy law.

For confirmation pursuant to 11 U.S.C. § 1191(b), because Class Eight consists of members holding general unsecured claims, the Plan must comply with § 1191(c)(2) and (c)(3). Section 1191(c)(2) requires that all projected disposable income received in the three years of the Plan be applied to make payments under the Plan or that the value of the property to be distributed under the Plan is greater than the projected disposable income of Debtor during the three-year period of the Plan. While "projected disposable income" is not defined in the Bankruptcy Code, § 1191(d) provides that, for purposes of § 1191, "the term 'disposable income' means the income that is received by the debtor and that is not reasonably necessary to be expended . . . for the payment of expenditures necessary for the continuation, preservation or operation of the business of the debtor." 11 U.S.C. § 1191(d)(2).

Based on the Plan projections, sufficient projected disposable income Debtor will receive during the three-year term of the Plan is being applied to make

payments under the Plan as is required under 11 U.S.C. § 1191(c)(2)(A). Ex. B, Doc. #37.

Section 1191(c)(3) requires that either Debtor will be able to make all payments under the Plan or there is a reasonable likelihood that Debtor will be able to make all payments under the Plan and the Plan provides appropriate remedies in the event Plan payments are not made.

With respect to § 1191(c)(3)(A), payments under the Plan are to be made from future income of Debtor, specifically, social security benefits and distributions from a 401(k) plan. Plan, § 10.01, Doc. #34; Ex. B, Doc. #37. The court finds Debtor will be able to make all payments under the Plan, so the Plan satisfies § 1191(c)(3)(A).

With respect to § 1191(c)(3)(B), because the Plan satisfies § 1191(c)(3)(A), the Plan does not need to provide any remedies to protect the holders of claims or interests in the event payments due under the Plan are not made. Thus, § 1191(c)(3)(B) does not need to be satisfied.

Accordingly, subject to the Plan being modified to provide that holders of Class Eight claims receive post-petition interest from the petition date at the legal rate so the Plan complies with 11 U.S.C. § 1129(a)(7), confirmation of the Plan is proper under 11 U.S.C. § 1191(b), and the Plan will be confirmed under 11 U.S.C. § 1191(b).

7. 20-10945-A-12 **IN RE: AJITPAL SINGH AND JATINDERJEET SIHOTA**
YW-5

MOTION FOR COMPENSATION BY THE LAW OFFICE OF YOUNG WOOLDRIDGE FOR LEONARD K. WELSH, DEBTORS ATTORNEY(S)
5-12-2025 [423]

LEONARD WELSH/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice to advise respondents when written opposition must be filed and the deadline for filing and serving it. The notice of hearing merely references this court's local rules and does not specifically state that written opposition, if any, shall be served and filed with the court at least fourteen (14) days preceding the date of the hearing. In future notices of hearings, the court will require the notice of hearing to expressly state that written opposition, if any, shall be served and filed with the court at least fourteen (14) days preceding the date or continued date of the hearing and not merely reference this court's Local Rule of Practices 9014-1(f)(1).

The Law Offices of Young Wooldridge ("Movant"), successor counsel for Ajitpal Singh and Jatinderjeet Kaur Sihota (collectively, "Debtors"), the debtors in this chapter 12 case, requests allowance of compensation in the amount of $6,550.00 and reimbursement for expenses in the amount of $171.19 for services rendered from November 1, 2024 through April 30, 2025, pursuant to 11 U.S.C. § 330. Doc. #423. Debtors have no objection to the fees and expenses requested by Movant. Decl. of Jatinderjeet Kaur Sihota, Doc. #425. Movant requests fees and expenses to be paid by Debtors from wages earned by Debtors and income generated from the operation of their business. Doc. #423; Sihota Decl., Doc. #425; Decl. of Leonard K. Welsh, Doc. #426. This is Movant's third fee application in this case. The court has previously approved a total of $12,679.96 in interim fees and expenses, of which $12,679.96 has been paid to Movant. Doc. ##406, 419. The court substituted Movant as the attorney of record after former attorney of record Leonard K. Welsh closed his law offices and joined Movant in an "of counsel" capacity. Doc. #377.

Section 330(a) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 12 case. 11 U.S.C. § 330(a)(1), (4)(B). The court may allow reasonable compensation to the chapter 12 debtor's attorney for representing interests of the debtor in connection with the bankruptcy case. 11 U.S.C. § 330(a)(4). In determining the amount of reasonable compensation, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Here, Movant demonstrates services rendered relating to: (1) corresponding with the chapter 12 trustee and creditors; (2) preparing and filing fee applications; and (3) general case administration. Ex. B, Doc. #427. The court finds that the compensation and reimbursement sought are reasonable, actual, and necessary, and the court will approve the motion on an interim basis.

Accordingly, this motion is GRANTED. The court allows compensation on an interim basis in the amount of $6,550.00 and reimbursement for expenses in the amount of $171.19, totaling $6,721.19 to be paid in a manner consistent with the terms of the confirmed plan. Movant may draw on any trust account held.

8. 24-11967-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
CAE-1

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
5-9-2024 [1]

GREGORY TAYLOR/ATTY. FOR DBT.

NO RULING.

9. 24-11967-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
KMT-2

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH CITY OF FRESNO
5-14-2025 [450]

KIMBERLY HUSTED/MV
GREGORY TAYLOR/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.

NO RULING.

10. 24-11967-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
KMT-3

MOTION TO APPROVE PURCHASE AND SALE AGREEMENT WITH SELF HELP ENTERPRISES
5-14-2025 [455]

KIMBERLY HUSTED/MV
GREGORY TAYLOR/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

11. 24-11967-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
OHS-3

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
8-30-2024 [224]

TRAILS END UNITED FOR CHANGE/MV
GREGORY TAYLOR/ATTY. FOR DBT.
MARC LEVINSON/ATTY. FOR MV.

NO RULING.

12. 20-10569-A-12 **IN RE: BHAJAN SINGH AND BALVINDER KAUR**
YW-5

MOTION FOR COMPENSATION BY THE LAW OFFICE OF YOUNG WOOLDRIDGE FOR LEONARD K. WELSH, DEBTORS ATTORNEY(S)
5-12-2025 [696]

LEONARD WELSH/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice to advise respondents when written opposition must be filed and the deadline for filing and serving it. The notice of hearing merely references this court's local rules and does not specifically state that written opposition, if any, shall be served and filed with the court at least fourteen (14) days preceding the date of the hearing. In future notices of hearings, the court will require the notice of hearing to expressly state that written opposition, if any, shall be served and filed with the court at least fourteen (14) days preceding the date or continued date of the hearing and not merely reference this court's Local Rule of Practices 9014-1(f)(1).

The Law Offices of Young Wooldridge ("Movant"), successor counsel for Bhajan Singh and Balvinder Kaur (collectively, "Debtors"), the debtors in this chapter 12 case, requests allowance of compensation in the amount of $5,340.00 and reimbursement for expenses in the amount of $79.78 for services rendered from November 1, 2024 through April 30, 2025, pursuant to 11 U.S.C. § 330. Doc. #696. Debtors have no objection to the fees and expenses requested by Movant. Decl. of Bhajan Singh, Doc. #698. Movant requests fees and expenses to be paid by Debtors from wages earned by Debtors and income generated from the operation of their business. Doc. #696; Singh Decl., Doc. #698; Decl. of Leonard K. Welsh, Doc. #700. This is Movant's third fee application in this case. The court has previously approved a total of $11,799.28 in interim fees and expenses, of which $11,799.28 has been paid to Movant. Doc. ##679, 692. The court substituted Movant as the attorney of record after former attorney of record Leonard K. Welsh closed his law offices and joined Movant in an "of counsel" capacity. Doc. #648.

Section 330(a) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 12 case. 11 U.S.C. § 330(a)(1), (4)(B). The court may allow reasonable compensation to the chapter 12 debtor's attorney for representing interests of the debtor in connection with the bankruptcy case. 11 U.S.C. § 330(a)(4). In determining the amount of reasonable compensation, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Here, Movant demonstrates services rendered relating to: (1) corresponding with the chapter 12 trustee and creditors; (2) preparing and filing fee applications; and (3) general case administration. Ex. B, Doc. #699. The court finds that the compensation and reimbursement sought are reasonable, actual, and necessary, and the court will approve the motion on an interim basis.

Accordingly, this motion is GRANTED. The court allows compensation on an interim basis in the amount of $5,340.00 and reimbursement for expenses in the amount of $79.78, totaling $5,419.78 to be paid in a manner consistent with the terms of the confirmed plan. Movant may draw on any trust account held.

13. 24-12873-A-11 **IN RE: GRIFFIN RESOURCES, LLC**
CAE-1

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
10-2-2024 [1]

RILEY WALTER/ATTY. FOR DBT.

NO RULING.

14. 24-12873-A-11 **IN RE: GRIFFIN RESOURCES, LLC**
DOJ-1

CONTINUED MOTION TO DEBTOR'S ELECTION TO BE DESIGNATED AS A SMALL BUSINESS SUBCHAPTER V
12-6-2024 [91]

CALIFORNIA GEOLOGIC ENERGY MANAGEMENT DIVISION/MV
RILEY WALTER/ATTY. FOR DBT.
ALICE SEGAL/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Sustained.

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

This objection to the debtor's election under Subchapter V of Chapter 11, was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtor filed timely opposition. Doc. #123. The failure of creditors 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 sustaining of the objection. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

California Department of Conservation, Geologic Energy Management Division ("CalGEM"), objects to the designation by Griffin Resources, LLC ("Debtor") as a small business debtor, filing under Subchapter V of Chapter 11, on the grounds that Debtor's "aggregate noncontingent liquidated secured and unsecured debts" as of the petition date exceeded the limit of $3,024,725 set forth in 11 U.S.C. §§ 1182(1) and 101(51D).[1] Doc. #94. The court held a hearing on

[1] On April 1, 2025, the cap on the aggregate amount of noncontingent liquidated secured and unsecured debt for a debtor filing for Subchapter V of Chapter 11 increased from $3,024,725 to $3,424,000. 90 Fed. Reg. 8941 (Feb. 4, 2025). Because Debtor filed its bankruptcy petition prior to the increase in the cap, the debt limit for purposes of determining this objection is $3,024,725.

January 15, 2025, and continued the matter to April 30, 2025 to permit the parties to submit additional pleadings, which was done. At the hearing on April 30, 2025, the court again continued the matter to permit the parties to submit further pleadings, which was done.

Based on the pleadings filed in this matter as well as the oral arguments previously made before this court, the court sustains CalGEM's objection to Debtor's designation as a small business debtor, filing under Subchapter V of Chapter 11.

RELEVANT FACTS

Debtor filed a voluntary chapter 11 bankruptcy case on October 2, 2024. Doc. #1. On its bankruptcy petition, Debtor designated itself as "a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,024,725" and chose to proceed under Subchapter V of Chapter 11. Id. Debtor is an oil and gas operator of stripper wells, and Debtor owns and operates 108 wells located in Kern and Kings Counties, California. Doc. #51.

Prepetition, on July 1, 2022, CalGEM issued First Amended Order to Perform Remedial Work, Plug and Abandon Wells, and Decommission Facilities and Non-Emergency Order to Plug and abandon Wells and Decommission Facilities No. 1267A ("Order 1267A"). Ex. A to Decl. of Cameron Campbell, Doc. #93. Order 1267A applies to 25 wells and associated production facilities at the Fruitvale Oil Field for which Debtor is responsible. Id. Pursuant to the emergency portion of Order 1267A, CalGEM requires Debtor to, among other things, plug and abandon wells D87, A84 and B52 located at the Fruitvale Oil Field on an emergency basis. Id. at 12:4-7. Pursuant to the non-emergency portion of Order 1267A, Order 1267A requires Debtor to plug and abandon the same three wells that are part of the emergency portion plus additional wells A41, A51, A53, A64, A74, A78-4, B43, B61, B62, B63, B72, B73, D65, D66, D67, D75, D76, D77, D78-6, D85, D86 and D88X located at the Fruitvale Oil Field on a non-emergency basis. Id. at 12:9-16 and Attachment A. Debtor timely appealed Order 1267A. Supp. Decl. of Stephen J. Griffin, Doc. #317.

On March 23, 2023, Debtor commenced Griffin Resources, LLC v. California Department of Conservation, et al., Case No. BCV-23-100920 ("State Court Action"), in California Superior Court for Kern County ("State Court"). Decl. of Stephen J. Griffin, Doc. #243.

On April 18, 2024, CalGEM issued Emergency Order to Perform Remedial Work, Plug and Abandon Wells, and Decommission Facilities No. 1380 ("Order 1380"). Ex. B to Campbell Decl., Doc. #93. The actions required to be performed by Debtor under Order 1380 substantially overlap with actions required to be performed by Debtor under the emergency and non-emergency portions of Order 1267A. Relevant to the eligibility issue before this court, the emergency portions of Orders 1267A and 1380 both require Debtor to plug and abandon wells A84 and D87 located in the Fruitvale Oil Field. Exs. A & B, Doc. #93. The non-emergency portion of Order 1276A and the emergency portion of Order 1380 require Debtor to plug and abandon wells A53, A64, A74, A78-4, A84, D65, D66, D67, D75, D76, D77, D78-6, D85, D86, D87 and D88X located in the Fruitvale Oil Field (collectively, the "16 Wells"). Id. Debtor timely appealed Order 1380. Griffin Decl., Doc. #243.

On or about June 21, 2025, at CalGEM's request, the State Court issued a temporary restraining order in the State Court Action that, among other things, restrained Debtor from interfering with CalGEM's enforcement of Order 1380. Griffin Decl., Doc. #243.

CalGEM contracted with Atlas Technical Consultants, LLC ("Atlas"), an environmental oil and gas consulting company operating in California, to perform, among other things, the plugging and abandonment work directed in Orders 1267A and 1380. Supp. Decl. of Camron Campbell, Doc. #237.

On June 26, 2024, Debtor received notification from CalGEM that Taylor Towle had filed notices of intention to plug and abandon wells A84, D86, D87, D88X and B52. Griffin Supp. Decl., Doc. #317; Ex. 1, Doc. #305. On July 3, 2024, CalGEM issued permits to conduct well operations with respect to wells A84, D86, D87 and B52. Griffin Supp. Decl., Doc. #317; Ex. 4, Doc. #309. On July 18, 2024, CalGEM issued a permit to conduct well operations with respect to well D88X. Id.

On July 3, 2024, Debtor received notification from CalGEM that Josh Hankel had filed notices of intention to plug and abandon wells A53, A78-4, D67, D75, and D78-6. Griffin Supp. Decl., Doc. #317; Ex. 2, Doc. #306. On July 4, 2024, Debtor received notification from CalGEM that Josh Hankel had filed notices of intention to plug and abandon wells A64, A74, D65, D66, D76, D77 and D85. Griffin Supp. Decl., Doc. #317; Ex. 3, Doc. #307. On July 9, 2024, CalGEM issued permits to conduct well operations with respect to wells A53, A78-4, D67, D75, D78-6 A64, A74, D65, D66, D76, D77 and D85. Griffin Supp. Decl., Doc. #317; Ex. 4, Doc. #309.

On July 15, 2025, the State Court denied Debtor's petition for judicial review of Order 1267A. Griffin Supp. Decl., Doc. #317.

Based on the analysis of invoices from agents for CalGEM who performed work required by Order 1380 and Order 1267A, CalGEM expended $5,356,857.66 plugging and abandoning 24 of Debtor's 25 wells that are the subject of Order 1267A. Griffin Supp. Decl., Doc. #317. Of this amount, Debtor attributes $4,191,774.74 to actions performed pursuant to Order 1380 and not Order 1267A, leaving $1,165,028.92 as work performed by CalGEM's agents between July 26, 2024 and October 2, 2024 that is attributable to Order 1267A. Id.

EVIDENTIARY OBJECTIONS

Debtor filed numerous evidentiary objections with respect to the supplemental declarations CalGEM filed for the April 30, 2025 hearing. Doc. ##241, 244. On the record at the April 30, 2025 hearing, the court ruled on those evidentiary objections. The court's oral rulings with respect to the evidentiary objection, placed on the record at the April 30, 2025 hearing, are hereby incorporated into this ruling.

JUDICIAL ESTOPPEL

As part of the Debtor's supplemental pleadings filed for the April 30, 2025 hearing, Debtor asserted that judicial estoppel precluded CalGEM from asserting that actions taken by CalGEM pursuant to Order 1380 were taken under Order 1267A based on representations made by CalGEM in the State Court Action when obtaining the temporary restraining order with respect to Order 1380. Doc. #240.

The doctrine of judicial estoppel, sometimes referred to as the doctrine of preclusion of inconsistent positions, is invoked to protect the integrity of the judicial process by prohibiting parties from deliberately changing positions according to the exigencies of the moment. New Hampshire v. Maine, 532 U.S. 742, 749-50 (2001); Rissetto v. Plumbers and Steamfitters Local 343, 94 F.3d 597, 600 (9th Cir. 1996). "Courts have observed that the circumstances under which judicial estoppel may appropriately be invoked are probably not reducible to any general formulation of principle." New Hampshire, 532 U.S. at

750. Judicial estoppel is an equitable doctrine invoked by a court at its discretion. Id. (quoting Russell v. Rolfs, 893 F.2d 1033, 1037 (9th Cir. 1990)).

The factors for a court to consider in applying judicial estoppel judicial estoppel are:

(1) whether a party's later position is clearly inconsistent with the party's earlier position;

(2) whether a party successfully persuading a court to accept the later position would create the perception that either the first or second court was misled; and

(3) whether the party asserting the inconsistent position would derive an unfair advantage on the opposing party if not estopped.

New Hampshire, 532 U.S. at 750-51. As stated by the Supreme Court in New Hampshire v. Maine, one of the primary factors considered by courts applying judicial estoppel is whether a party's later position is clearly inconsistent with its earlier position. New Hampshire, 532 U.S. at 750.

The second factor of the judicial estoppel analysis "is whether the party has successfully persuaded the court of its earlier position." In re Stoller, 630 B.R. 412, 424 (Bankr. C.D. Cal. 2022). Here, Debtor does not point to an instance where CalGEM successfully persuaded a court that CalGEM incurred expenses related solely to Order 1380 and not with respect to Order 1267A. Because Debtor has not shown that the second factor has been met, the court will not analyze the first and third factors.

Accordingly, the court holds that judicial estoppel does not preclude CalGEM from asserting a noncontingent liquidated claim that exceeds $3,024,725 for purposes of determining Debtor's eligibility for Subchapter V.

LEGAL ANALYSIS

The burden is on Debtor to prove its eligibility for Subchapter V. NetJets Aviation, Inc. v. RS Air, LLC (In re RS Air, LLC), 638 B.R. 403, 414 (B.A.P. 9th Cir. 2022). If CalGEM can show that CalGEM holds aggregate noncontingent liquidated secured and unsecured debts against Debtor that exceeded $3,024,725 as of the petition date, then CalGEM's objection to Debtor's designation as a small business debtor, filing under Subchapter V of Chapter 11, should be sustained.

A court considering a debtor's eligibility for a specific chapter or subchapter primarily relies upon the debtor's schedules and proofs of claim, checking only to see if these documents were filed in good faith. Scovis v. Henrichsen (In re Scovis), 249 F.3d 975, 982 (9th Cir. 2001) ("the rule for determining Chapter 13 eligibility under § 109(e) to be that eligibility should normally be determined by the debtor's originally filed schedules, checking only to see if the schedules were made in good faith."). "[H]owever, the court should neither place total reliance upon a debtor's characterization of a debt nor rely unquestionably on a creditor's proof of claim, for to do so would place eligibility in control of either the debtor or the creditor. At a hearing on eligibility, the court should thus, canvass and review the debtor's schedules and proofs of claim, as well as other evidence offered by a debtor or the creditor to decide only whether the good faith, facial amount of the debtor's liquidated and non-contingent debts exceed statutory limits." Barcal v. Laughlin (In re Barcal), 213 B.R. 1008, 1015 (B.A.P. 8th Cir. 1997) (citation omitted).

Here, Debtor scheduled CalGEM's claim as contingent, unliquidated and disputed and set the value of CalGEM's claim at $-0-. Doc. #41. In opposition to CalGEM's objection, Debtor claims CalGEM's claim is contingent, unliquidated and disputed because Debtor disputes the amount charged by CalGEM for costs to plug and abandon Debtor's wells prepetition as well as asserts takings, due process, lost profits, defamation and trespass claims against CalGEM as set forth in the State Court Action. Doc. #123. However, setoff for alleged counterclaims is not considered for the purposes of determining eligibility. See In re Quintara, 915 F.2d 513, 517 (9th Cir. 1990) (in the context of determining eligibility in a chapter 12 case, "[t]he clear, unambiguous language of 11 U.S.C. § 101(17)(A) does not allow any setoff for an alleged counterclaim, even if the counterclaim is proven and judgment issued."); see also Sylvester v. Dow Jones & Co. (In re Sylvester), 19 B.R. 671, 673 (B.A.P. 9th Cir. 1982) (counterclaim does not reduce amount of debt for chapter 13 eligibility requirements). Because it appears to the court that California statute obligates Debtor to reimburse CalGEM under certain circumstances that would render CalGEM's claim to be liquidated and noncontingent solely for purposes of determining Debtor's eligibility for Subchapter V of Chapter 11, the court will consider the invoices and other evidence submitted by CalGEM in support of its objection to eligibility to determine whether CalGEM held a noncontingent liquidated prepetition claim that exceeded $3,024,725 as of the petition date.

"The question of whether a debt is liquidated 'turns on whether it is subject to "ready determination and precision in computation of the amount due."'" Slack v. Wilshire Ins.Co. (In re Slack), 187 F.3d 1070, 1073 (9th Cir. 1999). Here, CalGEM's claim is based on invoices for which Debtor must reimburse CalGEM by statute. Thus, CalGEM's debt is readily determined and, pursuant to Slack, is considered liquidated.

CONTINGENT NATURE OF EXPENSES UNDER ORDER 1267A AND ORDER 1380

"[A] debt is noncontingent if all events giving rise to liability occurred prior to the filing of the bankruptcy petition." Nicholes v. Johnny Appleseed (In re Nicholes), 184 B.R. 82, 88 (B.A.P. 9th Cir. 1995) (citing In re Fosvedt, 823 F.2d 305, 306 (9th Cir. 1987)).

With respect to expenses incurred by CalGEM pursuant to a non-emergency order, California Public Resources Code § 3226(a) requires the owner or operator to commence in good faith the work ordered by a non-emergency order within 10 days after affirmance of the order after an appeal of a decision of the director and continue such work until completion. "If the work has not been commenced and continued to completion, [CalGEM] may appoint necessary agents to enter the premises and perform the work. An accurate account of the expenditures shall be kept. Any amount so expended shall constitute a lien against real or personal property of the operator pursuant to the provisions of Section 3423." Cal. Pub. Res. Code § 3226(a).

Because California Public Resources Code § 3226(a) specifically grants CalGEM a lien against Debtor's real or personal property for amounts expended by CalGEM to perform work required by a non-emergency order in the absence of Debtor performing that work, the court finds, solely for purposes of determining Debtor's eligibility for Subchapter V, that CalGEM holds a noncontingent liquidated prepetition claim for any expenses CalGEM incurred that can be attributed to the enforcement of Order 1267A from July 26, 2024 to October 2, 2024.

CalGEM also asks this court to hold that California Public Resources Code § 3226(b) provides CalGEM with a lien once CalGEM commences actions pursuant to an emergency order. California Public Resources Code § 3226(b) provides:

"Notwithstanding any other provisions of Section 3224, 3225, or 3237, if the supervisor determines that an emergency exists, the supervisor may order or undertake the actions the supervisor deems necessary to protect life, health, property, or natural resources." Cal. Pub. Res. Code § 3226(b). Unlike California Public Resources Code § 3226(a), however, there is no express language in California Public Resources Code § 3226(b) that specifically grants CalGEM a lien against Debtor's real or personal property for amounts expended by CalGEM to perform work required by an emergency order.

As stated in Wells Fargo Bank v. Goldzband, 53 Cal. App. 4th 596, 614 (1997), a case cited by CalGEM in its supplemental pleading filed for the April 30, 2025 hearing, when determining the intent of the California legislature in enacting a statute, a court should "first look to the words used in the statute. When the language is clear and unambiguous, there is no need for construction." Goldzband, 53 Cal. App. 4th at 614 (internal quotations omitted) (citing People v. Woodhead, 43 Cal. 3d 1002, 1007 (1987). In Goldzband, the California Court of Appeals looked to extrinsic evidence to determine the California legislature's intent regarding the responsibilities of an owner and an operator for purposes of determining whether Wells Fargo Bank was responsible for the abandonment and plugging of nine wells as the successor to a mineral rights holder only after determining that "[t]he definitions of 'owner' and 'operator' contained in section 3009 and former sections 3010 and 3011 are redundant, overlapping and ambiguous." Goldzband, 53 Cal. App. 4th at 614-15.

Here, the express language in California Public Resources Code § 3226(a) that grants a lien when CalGEM commences work within 10 days of the affirmance of a non-emergency order if the owner or operator do not comply with an affirmed order is clear and unambiguous. Likewise, the lack of such language in California Public Resources Code § 3226(b) that addresses instances where there is an emergency order is clear and unambiguous. Thus, this court, under the authority of Goldzband, does not need to consider extrinsic evidence of the California legislature's intent in interpreting California Public Resource Code § 3226(a) and § 3226(b). Goldzband, 53 Cal. App. 4th at 614.

Where an emergency order has been appealed and CalGEM has performed work under that emergency order, California Public Resources Code § 3350(b) provides that CalGEM: "shall not impose costs for work performed by the supervisor [in this case, CalGEM] or the supervisor's agent if the work is excluded from the modified order or the work set aside" in the case where the emergency order is set aside or modified on appeal. Because Debtor timely appealed Order 1380, any liability of Debtor for costs incurred by CalGEM pursuant to Order 1380 are contingent on whether the appeal modifies or sets aside Order 1380.

Accordingly, the court holds, solely for purposes of this court determining whether Debtor is eligible to be a debtor under Subchapter V of Chapter 11, that any prepetition costs incurred by CalGEM with respect to Order 1380 are contingent and will not be counted towards establishing the amount of CalGEM's noncontingent liquidated prepetition claim.

ALLOCATION OF EXPENSES BETWEEN ORDER 1267A AND ORDER 1380

The last issue before the court is how to allocate work performed on behalf of CalGEM to plug and abandon Debtor's wells that are the subject of both Order 1380 and Order 1267A after the State Court affirmed Order 1267A. This is because the work to be performed under Order 1380 and to be performed under Order 1267A is essentially the same for the 16 Wells located at Fruitvale Oil Field.

Referencing California Public Resources Code § 3229, Debtor asserts that because no new permits were issued to plug and abandon the 16 Wells after the

appeal of Order 1267A was decided against Debtor, any work to plug and abandon the 16 Wells after Debtor was liable for such work pursuant to California Public Resources Code § 3226(a) should be determined to by conducted pursuant to Order 1380. Doc. #304.

California Public Resources Code § 3229 provides: "Before commencing any work to abandon a well, the owner or operator shall file with the supervisor or the district deputy a written notice of intention to abandon the well. Abandonment shall not proceed until approval is given by the supervisor or the district deputy. If the supervisor or the district deputy does not give the owner or operator a written response to the notice of intention within 10 working days, the proposed abandonment shall be deemed to have been approved and the notice of intention shall for the purposes of this chapter be deemed a written report of the supervisor. If abandonment operations have not commenced within 24 months of receipt of the notice of intention, the notice of intention shall be deemed canceled."

CalGEM disputes Debtor's contention asserting that nothing in California Public Resources Code § 3229 requires CalGEM to obtain a permit prior to taking action to plug and abandon a well. Rather, that statute only refers to owners and operators. Cal. Pub. Res. Code § 3229.

The court agrees with CalGEM for the following reasons. First, as noted above, when determining the intent of the California legislature in enacting a statute, the court is to look first to the words used in the statute. Goldzband, 53 Cal. App. 4th at 614. Here, the express language of California Public Resources Code § 3229 only applies to owners and operators, and CalGEM is neither of these. See Cal. Pub. Res. Code § 3004 (defining "Supervisor" as the State Oil and Gas Supervisor); Cal. Pub. Res. Code § 3009 (defining "Operator"); Goldzband, 53 Cal. App. 4th at 605-06.

Second, simply because CalGEM's agents filed the notices of intention and were issued permits to conduct well operations does not mean that such notices and permits were required under California Public Resources Code § 3229, and Debtor does not cite to any case law interpreting that statute.

Third, as of July 26, 2024, Debtor became obligated for repaying CalGEM for all work CalGEM performed that Debtor was required to perform by Order 1267A. Simply because CalGEM had initiated the plugging and abandoning of the same wells covered by both Order 1380 and Order 1267A on an emergency basis pursuant to Order 1380 prior to July 26, 2024 does not mean that the work performed on behalf of CalGEM on or after July 26, 2024 with respect to the wells covered by Order 1267A also was performed under Order 1380. Rather, the court holds that once CalGEM was permitted to perform Debtor's obligations under Order 1267A, California Public Resources Code § 3226(a) granted CalGEM a lien on Debtor's real and personal property to recover those expenses, and such expenditures became noncontingent solely for purposes of this court determining whether Debtor is eligible to be a debtor under Subchapter V of Chapter 11.

Accordingly, the court finds that CalGEM expended at least $5,356,857.66 prepetition plugging and abandoning 24 of Debtor's 25 wells that are the subject of Order 1267A and, solely for purposes of determining Debtor's eligibility for Subchapter V, CalGEM holds a noncontingent and liquidated prepetition claim that exceeds $3,024,725.

CONCLUSION

Accordingly, CalGEM's objection to Debtor's election to proceed under Subchapter V of Chapter 11 is SUSTAINED. Debtor's election to proceed under Subchapter V of Chapter 11 pursuant to 11 U.S.C. §§ 1182(1) and 101(51D) is

STRUCK. Debtor will hereby proceed as a Chapter 11 case without any special designations of either a small business debtor pursuant to 11 U.S.C. §§ 101(51D) and 1182(1) or a small business case pursuant to 11 U.S.C. § 101(51C).

15. 24-12873-A-11 **IN RE: GRIFFIN RESOURCES, LLC**
WJH-19

MOTION BY RILEY C. WALTER TO WITHDRAW AS ATTORNEY
5-12-2025 [293]

RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record is sufficiently supplemented.

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

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

Wanger Jones Helsley ("Movant"), counsel for Griffin Resources, LLC ("Debtor"), the debtor in this chapter 11 case, moves to withdraw as Debtor's attorney of record in Debtor's bankruptcy case pending before this court as Case No. 24-12873. Doc. #293. Movant's withdrawal will leave Debtor unrepresented by counsel. Because Debtor is a limited liability corporation, Debtor must appear in court through an attorney in this bankruptcy case. D-Beam, Ltd. P'ship v. Roller Derby Skates, Inc., 366 F.3d 972, 973-74 (9th Cir. 2004) ("It is a longstanding rule that 'corporations and other unincorporated associations must appear in court through an attorney.'" (Citations omitted).) Thus, if the motion to withdraw is granted, Debtor will not be able to appear in court on general bankruptcy matters until Debtor retains new legal counsel.

LBR 2017-1(e) states that "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 local rule goes on to require the attorney seeking withdrawal to "provide an affidavit stating the current or last known address" of the client and "the efforts made to notify the client of the motion to withdraw." LBR 2017-1(e).

Movant has not conformed with LBR 2017-1(e). Specifically, Movant's motion and declaration do not provide the current or last known address of Debtor. Doc. #293; Decl. of Riley C. Walter, Doc. #295. In addition, Movant's declaration does not state the efforts Movant has made to notify Debtor of Movant's intentions to withdraw as his attorney other than giving notice via email to Stephen Griffin, the manager of Debtor, of Movant's intentions to withdraw as Debtor's attorney. Walter Decl., Doc. #295. The court will permit Movant to supplement the record at the hearing with respect to (1) Debtor's

current or last known address(es) and (2) Movant's efforts made to notify Debtor of Movant's intentions to withdraw as its attorney before determining whether such efforts are sufficient to grant the motion. The certificate of service filed with this motion shows that Debtor received notice via U.S. mail. Doc. #296. Service was also made upon the United States trustee. Doc. #296.

Withdrawal is governed by the California Rules of Professional Conduct. LBR 2017-1(e). Pursuant to California Rules of Professional Conduct Rule 1.16, formerly Rule 3-700, a lawyer may withdraw from representing a client if the client breaches a material term of an agreement with the lawyer and the lawyer has given the client reasonable warning of withdrawal, if a continuation of the representation is likely to result in a violation of the rules, if the client renders it unreasonably difficult for the lawyer to carry out the representation effectively, or if other good cause for withdrawal exists. Rules Prof. Conduct 1.16(b), https://www.calbar.ca.gov/Attorneys/Conduct-Discipline/Rules/Rules-of-Professional-Conduct/Current-Rules.

Movant submits that Debtor has failed to pay attorney fees allowed and accrued with no acceptable proposal being made. Walter Decl., Doc. #295. Movant further states that there has been a breakdown in communication and disagreement over strategy and conduct of this bankruptcy proceeding that has affected the attorney-client relationship. Id. It appears that Movant has demonstrated cause for withdrawal.

Accordingly, subject to Movant sufficiently supplementing the record at the hearing, this motion will be GRANTED.

16. 24-12873-A-11 **IN RE: GRIFFIN RESOURCES, LLC**
WJH-20

MOTION FOR COMPENSATION BY THE LAW OFFICE OF WANGER JONES HELSLEY FOR RILEY C. WALTER, DEBTORS ATTORNEY(S)
5-14-2025 [299]

RILEY WALTER/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice for improper notice.

ORDER: The court will issue an order.

The certificate of service filed with this motion states that the pleadings were served on January 7, 2025. Doc. #303. However, the creditor matrix attached to the proof of service was generated on May 14, 2025, and the pleadings related to this motion are dated May 14, 2025. Thus, the pleadings related to this motion could not have been served on January 7, 2025.

Because the certificate of service does not accurately state the date on which the pleadings related to this motion were served, the court cannot confirm that notice of this motion is proper.

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

17. 24-13373-A-11 **IN RE: HILLER AIRCRAFT CORPORATION**
YW-3

MOTION FOR COMPENSATION BY THE LAW OFFICE OF YOUNG WOOLRIDGE FOR LEONARD K. WALSH, DEBTORS ATTORNEY(S)
5-12-2025 [68]

LEONARD WELSH/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice to advise respondents when written opposition must be filed and the deadline for filing and serving it. The notice of hearing merely references this court's local rules and does not specifically state that written opposition, if any, shall be served and filed with the court at least fourteen (14) days preceding the date of the hearing. In future notices of hearings, the court will require the notice of hearing to expressly state that written opposition, if any, shall be served and filed with the court at least fourteen (14) days preceding the date or continued date of the hearing and not merely reference this court's Local Rule of Practices 9014-1(f)(1).

The Law Offices of Young Wooldridge ("Movant"), counsel for the debtor and debtor in possession Hiller Aircraft Corporation ("DIP"), requests allowance of interim compensation in the amount of $18,555.00 and reimbursement for expenses in the amount of $370.12 for services rendered from November 21, 2024 through April 30, 2025. Doc. #68. DIP has no objection to the fees and expenses requested by Movant. Decl. of Dianne Maslanka, Doc. #71. This is Movant's first fee application in this case.

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

Movant's services included, without limitation: (1) providing general case administration; (2) advising DIP about its operation of business and the sale of DIP's assets; (3) preparing for and attending meeting of creditors; (4) advising DIP and its state court litigation counsel about DIP's notice of appeal in the California Fifth District Court of Appeals, Case No. F087410; (5) preparing and prosecuting a motion for relief from automatic stay to permit dismissal of appeal; (6) advising DIP about DIP's plans of reorganization and plans of liquidation; (7) reviewing proofs of claim filed by creditors; (8) corresponding with various parties by email; and (9) preparing and filing fee and employment applications. Ex. B, Doc. #70; Decl. of Leonard K. Welsh, Doc. #72. The court finds the compensation and reimbursement sought by Movant to be reasonable, actual, and necessary.

This motion is GRANTED. The court allows interim compensation in the amount of $18,555.00 and reimbursement of expenses in the amount of $370.12, totaling $18,925.12. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may draw on any retainer held. DIP is authorized to pay the fees allowed by this order from available funds only if the estate is administratively solvent and such payment will be consistent with the priorities of the Bankruptcy Code.

18. 25-10074-A-12 **IN RE: CAPITAL FARMS, INC**
FW-2

CONTINUED MOTION TO USE CASH COLLATERAL
1-13-2025 [6]

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted on an interim basis through July 23, 2025.

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

This motion was set for hearing pursuant to an interim order authorizing use of cash collateral ("Interim Order"). Doc. #170. The motion was heard initially on January 16, 2025, and again on January 22, 2025, February 12, 2025, March 6, 2025, March 26, 2025, and April 23, 2025, and was granted on an interim basis on January 24, 2025, February 13, 2025, March 11, 2025, March 31, 2025, and April 24, 2025. See Doc. ##54, 74, 110, 126, 170. A further hearing on use of cash collateral was set for June 11, 2025. Interim Order, Doc. #170. The Interim Order provided that the debtor shall file and serve an updated budget with its motion to confirm its chapter 12 plan no later than April 23, 2025. Id. On April 23, 2025, the debtor filed an updated budget for use of cash collateral for May 2025 through April 2030. Ex. B, Doc. #165.

On May 28, 2025, the court, with the consent of the debtor and other interested parties, continued the hearing to confirm the debtor's chapter 12 plan to August 6, 2025. Doc. ##194, 196. Also on May 28, 2025, the debtor filed a supplemental budget for use of cash collateral from June 12, 2025 through

July 23, 2025. Doc. #197. Because the request authorizing continued use of cash collateral was set on less than 28 days' notice, opposition to the continued use of cash collateral may be raised at the hearing. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant continued use of cash collateral on an interim basis through June 11, 2025. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper. The court will issue an order if a further hearing is necessary.

Capital Farms, Inc. ("DIP" or "Debtor"), moves the court for an interim order authorizing Debtor to use the cash collateral of Tech Ag Financial Group, Inc. and Rabo AgriFinance LLC (together, "Lenders") for the period June 12, 2025 through July 23, 2025 subject to a proposed budget. Doc. #197 Debtor asserts Lenders hold duly perfected security interests in nearly all of Debtor's cash collateral. Motion, Doc. #6; Stipulation, Doc. #77.

Pursuant to 11 U.S.C. § 363, a debtor in possession can use property of the estate that is cash collateral by obtaining either the consent of each entity that has an interest in such cash collateral or court authorization after notice and a hearing. 11 U.S.C. § 363(c)(2). "The primary concern of the court in determining whether cash collateral may be used is whether the secured creditors are adequately protected." In re Plaza Family P'ship, 95 B.R. 166 (E.D. Cal. 1989) (citing 11 U.S.C. § 363(e)). Bankruptcy Code § 1205(b) requires DIP to provide adequate protection to the secured creditors for DIP's use of cash collateral for any decrease in the value of the secured creditors' interest in the accounts receivable due to DIP's use of cash collateral.

DIP moves the court for an interim order authorizing DIP to use cash collateral through July 23, 2025, consistent with the budget filed as Doc. #197. DIP seeks authority to use cash collateral from Debtor's 2024 almond crop in the total amount of $713,156.38 for that period. Doc. #197.

DIP operates several almond farms on leased property. DIP seeks court authorization to use cash collateral from its 2024 almond crop, including payments on crop insurance, to pay expenses needed to grow its 2025 almond crop. As adequate protection for DIP's use of cash collateral, DIP will grant a replacement lien on incoming cash collateral to the extent cash collateral is actually used. Motion, Doc. #6; Stipulation, Doc. #77. The evidence filed in support of the motion shows that the projected value of future payments for the 2024 crop for the period June 12, 2025 through July 23, 2025 will not be sufficient to support DIP's use of cash collateral. However, Lenders have consented to DIP's ongoing use of cash collateral by stipulation. Stipulation, Doc. #77; Order, Doc. #110. In addition, DIP has filed a chapter 12 plan and DIP has a hearing set for August 6, 2025 to confirm that plan. Plan, Doc. #136; Order, Doc. #196.

Accordingly, pending any opposition being raised at the hearing, the motion will be GRANTED on a further interim basis through July 23, 2025, consistent with the budget set forth in Doc. #197. At the hearing, counsel for DIP should be prepared to set a new hearing date for the further use of cash collateral and a date to file and serve supplemental pleadings since the hearing to confirm DIP's plan is currently set for August 6, 2025.

11:00 AM

1. 25-11173-A-7 **IN RE: VALARIE DEBOARD**

   PRO SE REAFFIRMATION AGREEMENT WITH NOBLE CREDIT UNION
   5-20-2025 [14]

NO RULING.

2. 25-11089-A-7 **IN RE: JOSE VARELA**

   PRO SE REAFFIRMATION AGREEMENT WITH LENDMARK FINANCIAL SERVICES, LLC
   5-12-2025 [18]

NO RULING.

1. 21-10318-A-7 **IN RE: JOE BARRERA**
MAZ-2

MOTION TO AVOID LIEN OF MCA FIXED PAYMENT, LLC
5-9-2025 [40]

JOE BARRERA/MV
MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Joe L. Barrera, Jr. ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of MCA Fixed Payment, LLC dba Reliant Funding ("Creditor") on the residential real property commonly referred to as 421 Carissa Ct., Exeter, California 93221 (the "Property"). Doc. #40; Schedule C, Doc. #1; Schedule D, Doc. #1; Am. Schedule D, Doc. #46.

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

Debtor filed the bankruptcy petition on February 9, 2021. Doc. #1. A judgment was entered against JEJ Transportation, Inc. and Debtor in the amount of $48,807.91 in favor of Creditor on March 20, 2020. Ex. D, Doc. #43. The abstract of judgment was recorded pre-petition in Tulare County on July 27, 2020, as document number 2020-0043773. Ex. D, Doc. #43. The lien attached to Debtor's interest in the Property located in Tulare County. Doc. #43. The Property also is encumbered by a lien in favor of Equity Wave Lending in the amount of $57,000.00 and a lien in favor of PHH Mortgage Ice Center in the

amount of $125,899.00.[1] Schedule D, Doc. #1; Am. Schedule D, Doc. #46; Decl. of Joe L. Barrera, Doc. #42. Debtor claimed an exemption of $300,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtor asserts a market value for the Property as of the petition date at $210,000.00. Schedule A/B, Doc. #1.

Applying the statutory formula:

Amount of Creditor's judicial lien		$48,807.91
Total amount of all other liens on the Property (excluding junior judicial liens)	+	$182,899.00
Amount of Debtor's claim of exemption in the Property	+	$300,000.00
		$531,706.91
Value of Debtor's interest in the Property absent liens	-	$210,000.00
Amount Creditor's lien impairs Debtor's exemption		$321,706.91

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

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

2. 25-11018-A-7 **IN RE: BEGUWALA TRANSPORT**
RPM-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-12-2025 [9]

DAIMLER TRUCK FINANCIAL SERVICES USA LLC/MV
D. GARDNER/ATTY. FOR DBT.
RANDALL MROCZYNSKI/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995).

[1] On May 9, 2025, Debtor filed an amended schedule D that only lists the lien held by Creditor. Am. Schedule D, Doc. #46. However, Debtor's motion and supporting declaration state the Property is encumbered by a lien in favor of Equity Wave Lending in the amount of $57,000.00 and a lien in favor of PHH Mortgage Ice Center in the amount of $125,899.00, which is consistent with Debtor's original Schedule D. Doc. ##1, 40. Because an amended schedule replaces the schedule on file, Debtor's Amended Schedule D should have listed the secured creditors listed on Debtor's original Schedule D as well as Creditor instead of listing only Creditor.

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

The movant, Daimler Truck Financial Services USA LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2020 Freightliner PT126SLP, VIN: 3AKJHHDR7LSKD2384 ("Vehicle"). Doc. #9.

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least twenty-four complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least $58,380.48. Decl. of Tiana Brooks, Doc. #12.

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

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

3. 25-10228-A-7 **IN RE: ROLANDO/JANIE SOLIS**
EPE-1

MOTION TO AVOID LIEN OF CAPITAL ONE BANK (USA) N.A.
5-1-2025 [22]

JANIE SOLIS/MV
ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

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

Rolando Solis and Janie Solis (together, "Debtors"), the debtors in this chapter 7 case, move pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Capital One Bank (USA) N.A. ("Creditor") on the residential real property commonly referred to as 785 Bellis Avenue, Dinuba, California 93618 (the "Property"). Doc. #22; Schedule C, Doc. #1; Schedule D, Doc. #1.

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

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, 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). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtors filed their bankruptcy petition on January 29, 2025. Doc. #1. A judgment was entered against Debtor Rolando Solis in the amount of $3,953.16 in favor of Creditor on April 17, 2019. Ex. 2, Doc. #26. The abstract of judgment was recorded pre-petition in Tulare County on May 13, 2019, as document number 2019-0023928. Ex. 2, Doc. #26. The lien attached to Debtors' interest in the Property located in Tulare County. Id. Debtors assert a market value for the Property as of the petition date at $392,000.00. Schedule A/B, Doc. #1. The Property also is encumbered by a lien in favor of Wfbna HI in the amount $130,267.00. Schedule D, Doc. #1. Debtors claimed an exemption of $261,733.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtors have also set for hearing motions to avoid two junior judicial liens on the Property, both of which are also being granted (see calendar matters #4 and #5 below).

Applying the statutory formula:

Amount of Creditor's judicial lien		$3,953.16
Total amount of all other liens on the Property (excluding junior judicial liens)	+	$130,267.00
Amount of Debtors' claim of exemption in the Property	+	$261,733.00
		$395,953.16
Value of Debtors' interest in the Property absent liens	-	$392,000.00
Amount Creditor's lien impairs Debtors' exemption		$3,953.16

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

Debtors have established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1). Accordingly, this motion is GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

4. 25-10228-A-7 **IN RE: ROLANDO/JANIE SOLIS**
EPE-2

MOTION TO AVOID LIEN OF DEBT MANAGEMENT PARTNERS, LLC.
5-1-2025 [28]

JANIE SOLIS/MV
ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Rolando Solis and Janie Solis (together, "Debtors"), the debtors in this chapter 7 case, move pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Debt Management Partners, LLC ("Creditor") on the residential real property commonly referred to as 785 Bellis Avenue, Dinuba, California 93618 (the "Property"). Doc. #28; Schedule C, Doc. #1; Schedule D, Doc. #1.

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

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, 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). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtors filed their bankruptcy petition on January 29, 2025. Doc. #1. A judgment was entered against Debtor Rolando Solis in the amount of $4,527.80 in favor of Creditor on August 25, 2021. Ex. 2, Doc. #31. The abstract of judgment was recorded pre-petition in Tulare County on October 8, 2021, as document number 2021-0075206. Ex. 2, Doc. #31. The lien attached to Debtors' interest in the Property located in Tulare County. Id. Debtors assert a market value for the Property as of the petition date at $392,000.00. Schedule A/B, Doc. #1. The Property also is encumbered by a lien in favor of Wfbna HI in the amount $130,267.00. Schedule D, Doc. #1. Debtors claimed an exemption of $261,733.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. There appears to be a senior judicial lien recorded in Tulare County on May 13, 2019 with respect to a lien held by Capital One Bank (USA) N.A. entered on April 17, 2019 for $3,953.16. Ex. 2, Doc. #26. Debtors have also set for hearing a motion to avoid a junior judicial lien on the Property that is also being granted (see calendar matter #5 below).

Applying the statutory formula:

Amount of Creditor's judicial lien		$4,527.80
Total amount of all other liens on the Property (excluding junior judicial liens)	+	$134,220.16
Amount of Debtors' claim of exemption in the Property	+	$261,733.00
		$400,480.96
Value of Debtors' interest in the Property absent liens	-	$392,000.00
Amount Creditor's lien impairs Debtors' exemption		$8,480.96

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

Debtors have established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1). Accordingly, this motion is GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

5. 25-10228-A-7 **IN RE: ROLANDO/JANIE SOLIS**
EPE-3

MOTION TO AVOID LIEN OF THE BEST SERVICE CO. INC.
5-1-2025 [32]

JANIE SOLIS/MV
ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Rolando Solis and Janie Solis (together, "Debtors"), the debtors in this chapter 7 case, move pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of The Best Service Co., Inc. ("Creditor") on the residential real property commonly referred to as 785 Bellis Avenue, Dinuba, California 93618 (the "Property"). Doc. #32; Schedule C, Doc. #1; Schedule D, Doc. #1.

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

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, 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). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtors filed their bankruptcy petition on January 29, 2025. Doc. #1. A judgment was entered against Debtors in the amount of $36,675.54 in favor of Creditor on April 27, 2022. Ex. 2, Doc. #36 The abstract of judgment was recorded pre-petition in Tulare County on August 18, 2022, as document number 2022-0052247. Ex. 2, Doc. #36. The lien attached to Debtors' interest in the Property located in Tulare County. Id. Debtors assert a market value for the Property as of the petition date at $392,000.00. Schedule A/B, Doc. #1. The Property also is encumbered by a lien in favor of Wfbna HI in the amount $130,267.00. Schedule D, Doc. #1. Debtors claimed an exemption of $261,733.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1.

There appear to be two senior judicial liens on the Property:

(1) The first senior judicial lien was recorded in Tulare County on May 13, 2019 with respect to a lien held by Capital One Bank (USA) N.A. entered on April 17, 2019 for $3,953.16. Ex. 2, Doc. #26.

(2) The second senior judicial lien was recorded in Tulare County on October 8, 2021 with respect to a lien held by Debt Management Partners, LLC entered on August 25, 2021 for $4,527.80. Ex. 2, Doc. #31.

Applying the statutory formula:

Amount of Creditor's judicial lien		$36,675.54
Total amount of all other liens on the Property (excluding junior judicial liens)	+	$138,747.96
Amount of Debtors' claim of exemption in the Property	+	$261,733.00
		$437,156.50
Value of Debtors' interest in the Property absent liens	-	$392,000.00
Amount Creditor's lien impairs Debtors' exemption		$45,156.50

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

Debtors have established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1). Accordingly, this motion is GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

6. 25-10946-A-7 **IN RE: DAKOTA AUSTIN AND HAILEY GROSS**
TAB-2

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-28-2025 [40]

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

As a procedural matter, the declaration filed with this motion (Doc. #43) does not comply with LBR 9004-1(c), which requires that affidavits shall be signed by the person offering the evidentiary material contained in the document. Here, the declaration does not indicate the person who is offering the evidentiary material contained in the declaration and is not signed by anyone. Doc. #43. However, because this is movant's second motion for relief from the automatic stay, there is an identical declaration on the court's docket with the signature of the person offering the evidentiary material. Doc. #33. The court will use the declaration filed in support of the original motion to be used to support the relief sought by the movant in this motion.

The movant, Pacific Los Alisos, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to proceed with an unlawful detainer action currently pending in Orange County Superior Court, Case No. 30-2024-01450456-CL-UD-CJC (the "Unlawful Detainer Action"), against joint debtor Dakota Austin ("Joint Debtor"). Doc. #40. The Unlawful Detainer Action is in reference to Joint Debtor's occupancy of real property located at 28601 Los Alisos Boulevard #1105, Mission Viejo, California 92692 (the "Property"). Id.

Hailey Gross and Joint Debtor (together, "Debtors") filed this chapter 7 bankruptcy case on March 27, 2025. Doc. #1. Pre-petition, on December 27, 2024, Movant filed the Unlawful Detainer Action against Luis Baez and Greysi Acosta (together, "Defendants"). Ex. 3, Doc. #45. On January 24, 2025, Joint Debtor added himself to the Unlawful Detainer Action as a prejudgment claimant by filing a Prejudgment Claim of Right to Possession and his Answer to the Unlawful Detainer Action. Exs. 4 & 5, Doc. #45.

Movant entered into a rental agreement (the "Agreement") with Defendants only, and Defendants paid rent to Movant until they defaulted. Decl. of Blaire Melatti, Doc. #33. Defendants failed to pay rent from December 2024 and thereafter. Memo P&A, Doc. #42. The Agreement was for the period of January 1, 2024 to January 5, 2025. Melatti Decl., Doc. #33. The Agreement provided for monthly rent in the amount of $2,452.00 due on or before the 1st day of each

month. Id. On December 5, 2024, a Notice to Pay Rent or Quit and a Notice to Perform or Quit Breach of Covenant were served on Defendants. Id.; Ex. 2, Doc. #45. The trial for the Unlawful Detainer Action was initially scheduled for April 1, 2025, but was continued to April 8, 2025, and continued again to May 5, 2025 due to this bankruptcy case. Melatti Decl., Doc. #33.

11 U.S.C. § 362(d)(1) ANALYSIS

11 U.S.C. § 362(d)(1) allows the court to grant relief from the automatic stay for cause. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case by case basis." In re Mac Donald, 755 F.2d 715, 717 (9th Cir. 1985). When a movant prays for relief from the automatic stay to initiate or continue non-bankruptcy court proceedings, a bankruptcy court may consider the "Curtis factors" in making its decision. In re Kronemyer, 405 B.R. 915, 921 (9th Cir. B.A.P. 2009). "[T]he Curtis factors are appropriate, nonexclusive, factors to consider in determining whether to grant relief from the automatic stay" to allow litigation in another forum. Id. The Curtis factors include: (1) whether the relief will result in a partial or complete resolution of the issues; (2) the lack of any connection with or interference with the bankruptcy case; (3) whether the non-bankruptcy forum has the expertise to hear such cases; (4) whether litigation in another forum would prejudice the interests of other creditors; and (5) the interest of judicial economy and the expeditious and economical determination of litigation for the parties. In re Curtis, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984).

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

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

11 U.S.C. § 362(d)(2) ANALYSIS

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

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

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

CONCLUSION

Accordingly, pending opposition being raised at the hearing, the court is inclined to grant the motion pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to proceed under applicable nonbankruptcy law to prosecute the

Unlawful Detainer Action in state court and to enforce any resulting judgment for unlawful detainer, including all necessary steps to obtain possession of the Property from Debtors. No other relief is awarded.

Because Debtors have no legal right to occupy the Property either through ownership or a lease agreement and trial on the Unlawful Detainer Action was set to proceed two days after Debtors filed their bankruptcy petition, the 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived.

7. 25-10753-A-7 **IN RE: GERARDO/SARA ALVARADO**
DWE-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-13-2025 [15]

FREEDOM MORTGAGE CORPORATION/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
DANE EXNOWSKI/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, Freedom Mortgage Corporation ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to real property located at 1712 W. Donner Avenue, Fresno, California 93705 ("Property"). Doc. #15.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors have failed to make at least seven complete pre- and post-petition payments. Movant has produced evidence that the debtors are delinquent by at least $21,836.15, and the entire balance of $380,405.52 is due. Decl. of Heather Marie Diaz, Doc. #19. According to the debtors' Statement of Intention, the Property will be surrendered. Doc. #1.

The court also finds that the debtors do not have any equity in the Property and the Property is not necessary to an effective reorganization because the debtors are in chapter 7. The Property is valued at $364,000.00, and the debtors owe $380,405.52. Diaz Decl., Doc. #19.

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

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtors have failed to make at least seven payments, both pre- and post-petition to Movant.

8. 25-10355-A-7 **IN RE: RODNEY/TAMARA LAWRENCE**
WLG-1

MOTION TO AVOID LIEN OF RESURGENCE FINANCIAL LLC
4-29-2025 [18]

TAMARA LAWRENCE/MV
MICHAEL REID/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Rodney Joseph Lawrence and Tamara Kaye Lawrence (together, "Debtors"), the debtors in this chapter 7 case, move pursuant to 11 U.S.C. § 522(f) and Federal

Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Resurgence Financial, LLC ("Creditor") on the residential real property commonly referred to as 2127 Neill Way, Hanford, California 93230 (the "Property"). Doc. #18; Schedule C, Doc. #1; Schedule D, Doc. #1.

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

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, 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). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtors filed their bankruptcy petition on February 7, 2025. Doc. #1. A judgment was entered against Debtors in the amount of $10,168.61 in favor of Creditor on November 17, 2006 and renewed on November 14, 2016. Ex. B, Doc. #21. The abstract of judgment was recorded pre-petition in Kings County on January 9, 2020, as document number 2000549. Ex. B, Doc. #21. The lien attached to Debtors' interest in the Property located in Kings County. Id. Debtors assert a market value for the Property as of the petition date at $371,400.00. Schedule A/B, Doc. #1. The Property also is encumbered by a lien in favor of Flagstar in the amount $213,756.31. Schedule D, Doc. #1. Debtors claimed an exemption of $350,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtors have also set for hearing a motion to avoid a junior judicial lien on the Property that is also being granted (see calendar matter #9 below).

Applying the statutory formula:

Amount of Creditor's judicial lien		$10,168.61
Total amount of all other liens on the Property (excluding junior judicial liens)	+	$213,756.31
Amount of Debtors' claim of exemption in the Property	+	$350,000.00
		$573,924.92
Value of Debtors' interest in the Property absent liens	-	$371,400.00
Amount Creditor's lien impairs Debtors' exemption		$202,524.92

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

Debtors have established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1). Accordingly, this motion is GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

9. 25-10355-A-7 **IN RE: RODNEY/TAMARA LAWRENCE**
WLG-2

MOTION TO AVOID LIEN OF CAVALRY SPV I, LLC
4-29-2025 [23]

TAMARA LAWRENCE/MV
MICHAEL REID/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Rodney Joseph Lawrence and Tamara Kaye Lawrence (together, "Debtors"), the debtors in this chapter 7 case, move pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Cavalry SPV I, LLC ("Creditor") on the residential real property commonly referred to as 2127 Neill Way, Hanford, California 93230 (the "Property"). Doc. #23; Schedule C, Doc. #1; Schedule D, Doc. #1.

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

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, 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). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtors filed their bankruptcy petition on February 7, 2025. Doc. #1. A judgment was entered against Debtors in the amount of $6,026.12 in favor of Creditor on June 4, 2024. Ex. C, Doc. #26. The abstract of judgment was recorded pre-petition in Kings County on November 13, 2024, as document number 2416864. Ex. C, Doc. #26. The lien attached to Debtors' interest in the Property located in Kings County. Id. Debtors assert a market value for the Property as of the petition date at $371,400.00. Schedule A/B, Doc. #1. The Property also is encumbered by a lien in favor of Flagstar in the amount $213,756.31. Schedule D, Doc. #1. Debtors claimed an exemption of $350,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. There appears to be one senior judicial lien on the Property. The senior judicial lien was recorded in Kings County on January 9, 2020 with respect to a lien held by Resurgence Financial, LLC entered on November 17, 2006 and renewed on November 14, 2016 for $10,168.61. Ex. B, Doc. #26.

Applying the statutory formula:

Amount of Creditor's judicial lien		$6,026.12
Total amount of all other liens on the Property (excluding junior judicial liens)	+	$223,924.92
Amount of Debtors' claim of exemption in the Property	+	$350,000.00
		$579,951.04
Value of Debtors' interest in the Property absent liens	-	$371,400.00
Amount Creditor's lien impairs Debtors' exemption		$208,551.04

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

Debtors have established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1). Accordingly, this motion is GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

10. 11-18268-A-7 **IN RE: GREGORY/ELIZABETH PETRINI**
DMG-1

MOTION TO COMPEL ABANDONMENT
4-16-2025 [116]

ELIZABETH PETRINI/MV
D. GARDNER/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE.

Pursuant to Local Rule of Practice ("LBR") 9014-1(d)(3)(A), the application, motion, contested matter, or other request for relief shall set forth the relief or order sought and shall state with particularity the factual and legal grounds therefor. Here, the motion (Doc. #116) is missing the second page, which omits pertinent information needed for the court to determine the relief sought. Further, it is unclear interested parties were served with the complete

motion or the incomplete version that was filed with the court. Therefore, the court finds that the motion does not properly inform the court and interested parties of the relief being requested and does not state with particularity the factual and legal grounds for that relief as required by LBR 9014-1(d)(3)(A).

As a further procedural matter, the motion and supporting papers do not comply with LBR 9014-1(c). Counsel for the debtors use the same DCN for this motion that was used for a prior motion to reopen the chapter 7 bankruptcy case in violation of LBR 9014-1(c)(4). Compare Doc. #107 with Doc. #116. A new DCN should have been used for this motion.

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

Accordingly, the motion is denied without prejudice for the failure of the moving party to comply with this court's Local Rules of Practice.

11. 25-11570-A-7 **IN RE: SCOTTY PEREIRA**
DCJ-2

MOTION TO EXTEND AUTOMATIC STAY
5-28-2025 [20]

SCOTTY PEREIRA/MV
DAVID JOHNSTON/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

Debtor Scotty Silva Pereira ("Debtor"), the debtor in this chapter 7 case, moves the court for an order extending the automatic stay pursuant to 11 U.S.C. § 362(c)(3)(B). Doc. #20.

Debtor had a chapter 7 case pending within the preceding one-year period that was dismissed, Case No. 24-10971 (Bankr. E.D. Cal.) (the "Prior Case"). The Prior Case was filed on April 17, 2024 and dismissed due to Debtor's failure to appear at the meetings of creditors held in the Prior Case. Am. Decl. of Scotty Silva Pereira ("Pereira Decl."), Doc. #27. Under 11 U.S.C. § 362(c)(3)(A), if a debtor had a bankruptcy case pending within the preceding one-year period that was dismissed, then the automatic stay with respect to any action taken with respect to a debt or property securing such debt or with respect to any lease shall terminate with respect to the debtor on the 30th day after the filing of

the current case. Debtor filed this case on May 14, 2025. Petition, Doc. #1. The automatic stay will terminate in the present case on June 13, 2025.

Section 362(c)(3)(B) allows the court to extend the stay "to any or all creditors (subject to such conditions or limitations as the court may then impose) after notice and a hearing completed before the expiration of the 30-day period only if the party in interest demonstrates that the filing of the later case is in good faith as to the creditors to be stayed[.]" 11 U.S.C. § 362(c)(3)(B).

Section 362(c)(3)(C)(i) creates a presumption that the case was filed not in good faith if the debtor: (1) filed more than one prior case in the preceding year; (2) failed to file or amend the petition or other documents without substantial excuse, provide adequate protection as ordered by the court, or perform the terms of a confirmed plan; or (3) has not had a substantial change in his or her financial or personal affairs since the dismissal, or there is no other reason to believe that the current case will result in a discharge or fully performed plan. 11 U.S.C. § 362(c)(3)(C)(i).

The presumption of bad faith may be rebutted by clear and convincing evidence. 11 U.S.C. § 362(c)(3)(C). Under the clear and convincing standard, the evidence presented by the movant must "place in the ultimate factfinder an abiding conviction that the truth of its factual contentions are 'highly probable.' Factual contentions are highly probable if the evidence offered in support of them instantly tilt[s] the evidentiary scales in the affirmative when weighed against the evidence offered in opposition." Emmert v. Taggart (In re Taggart), 548 B.R. 275, 288 n.11 (B.A.P. 9th Cir. 2016) (citations omitted) vacated and remanded on other grounds by Taggart v. Lorenzen, 139 S. Ct. 1795 (2019).

In this case, the presumption of bad faith arises only if Debtor has not had a substantial change in his financial or personal affairs since dismissal of the Prior Case. In support of this motion to extend the automatic stay, Debtor asserts his prior bankruptcy case was dismissed due to Debtor's failure to appear at the meetings of creditors in the Prior Case. Pereira Decl., Doc. #27. Debtor asserts that he was unable to appear at the meetings of creditors due to an unexpected and very serious health emergency involving his daughter, but his attorney appeared at each meeting of creditors scheduled. Id. In the instant case, Debtor asserts this case was filed in good faith because Debtor's daughter's medical issues have stabilized, Debtor has been diligent in resolving substantial tax disputes, and Debtor's real property has approximately $200,000.00 in equity for the chapter 7 trustee to liquidate for the benefit of creditors. Id.

The court is inclined to find that Debtor's explanation as to why the Prior Case was dismissed rebuts the presumption of bad faith that arose from Debtor's failure to appear at the meetings of creditors in Debtor's Prior Case and that Debtor's petition commencing this case was filed in good faith.

Accordingly, the court is inclined to GRANT the motion and extend the automatic stay for all purposes only as to those parties named in Debtor's motion (Doc. #20), unless terminated by further order of the court. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is necessary.

12. 25-11677-A-7 **IN RE: KERN SURGERY CENTER, LLC.**

ORDER TO APPEAR AND SHOW CAUSE WHY A PATIENT CARE OMBUDSMAN SHOULD NOT BE APPOINTED
5-27-2025 [9]

D. GARDNER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

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

ORDER: The court will issue an order.

On May 22, 2025, debtor Kern Surgery Center, LLC ("Debtor") filed a voluntary chapter 7 bankruptcy petition. Doc. #1. As part of its bankruptcy petition, Debtor described its business as a health care business. Id. On May 27, 2025, this court issued an order to show cause why a patient care ombudsman should not be appointed pursuant to 11 U.S.C. § 333(a)(1). Doc. #9.

> To determine whether the appointment of a patient care ombudsman is necessary under the specific facts of this case, the court must examine the operations of the debtor in light of the following nine non-exclusive factors:
>
> (1) The cause of the bankruptcy;
>
> (2) The presence and role of licensing or supervising entities;
>
> (3) Debtor's past history of patient care;
>
> (4) The ability of the patients to protect their rights;
>
> (5) The level of dependency of the patients on the facility;
>
> (6) The likelihood of tension between the interests of the patients and the debtor;
>
> (7) The potential injury to the patients if the debtor drastically reduced its level of patient care;
>
> (8) The presence and sufficiency of internal safeguards to ensure appropriate level of care; and
>
> (9) The impact of the cost of an ombudsman on the likelihood of a successful reorganization.

In re Valley Health Sys., 381 B.R. 756, 761 (Bankr. C.D. Cal. 2008) (citing In re Alternate Family Care, 377 B.R. 754, 785 (Bankr. S.D. Fla. 2007). "The weight to be accorded to each of the Alternate Family Care factors in making a determination whether to appoint a patient care ombudsman is left to the sound discretion of the court." Valley Health Sys., 381 B.R. at 761.

At the hearing, counsel for Debtor should be prepared to address Debtor's operations in light of the nine non-exclusive factors listed above as well as provide any other information the court may need to consider in determining whether a patient care ombudsman should be appointed in Debtor's bankruptcy case.

13. 25-10889-A-7 **IN RE: EDGAR/VERONICA AYALA**
MJ-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-14-2025 [12]

AMERICREDIT FINANCIAL SERVICES, INC./MV
JERRY LOWE/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, AmeriCredit Financial Services, Inc. dba GM Financial ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2022 Chevrolet Tahoe, VIN: 1GNSKNKD1NR277959 ("Vehicle"). Doc. #12.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors have failed to make at least four complete pre- and post-petition payments. Movant has produced evidence that the debtors are delinquent by at least $6,514.83, including late fees and repossession fees. Decl. of Tina Carr, Doc. #16. The Vehicle was repossessed prepetition by Movant on March 4, 2025. Id.

The court also finds that the debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtors are in chapter 7. The Vehicle is valued at $54,625.00 and the debtors owe $60,345.84. Carr Decl., Doc. #16.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtors have failed to make at least four pre- and post-petition payments to Movant, the Vehicle is a depreciating asset, and the Vehicle was repossessed prepetition by Movant.

14. 25-10491-A-7 **IN RE: CRAIG/PAMELA SIMONS**
ICE-1

MOTION TO EMPLOY BAIRD AUCTION & APPRAISAL AS AUCTIONEER(S)
5-13-2025 [15]

IRMA EDMONDS/MV
GABRIEL WADDELL/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Irma Edmonds ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Craig Adam Simons and Pamela Jayne Simons, moves the court for an order authorizing the employment of Baird Auctions & Appraisals ("Auctioneer") to sell a 2019 Harley Davidson XL883N Iron 883, VIN: 1HD4LE232KC410795 (the "Property") at public auction at Auctioneer's location at 1328 N. Sierra Vista, Suite B, Fresno, California. Doc. #15.

Section 327(a) of the Bankruptcy Code provides, in relevant part, "the trustee, with the court's approval, may employ . . . auctioneers . . . that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). The trustee may, with the court's approval, employ an auctioneer 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. 11 U.S.C. § 328(a). An

application to employ a professional on terms and conditions to be pre-approved by the court must unambiguously request approval under § 328. See Circle K. Corp. v. Houlihan, Lokey, Howard & Zukin, Inc., 279 F.3d 669, 671 (9th Cir. 2002).

The court finds that Auctioneer is a disinterested person as defined by 11 U.S.C. § 101(14) and does not hold or represent an interest adverse to the estate. Decl. of Jeffrey Baird, Doc. #17. Trustee requires Auctioneer's services to advertise the sale of the Property, assist in storing the Property until sold, and assist in other matters related to the auction sale of the Property. Doc. #15. Trustee has agreed to pay Auctioneer a commission of 15% of the gross sale price and estimated expenses of $500.00. Doc. #15. Trustee unambiguously requests pre-approval of payment to Auctioneer pursuant to § 328. Id.

Accordingly, this motion is GRANTED. Trustee is authorized to employ and pay Auctioneer for services as set forth in the motion. Trustee shall submit a form of order that specifically states that employment of Auctioneer has been approved pursuant to 11 U.S.C. § 328.

15. 25-10491-A-7 **IN RE: CRAIG/PAMELA SIMONS**
ICE-2

MOTION TO SELL AND/OR MOTION FOR COMPENSATION FOR BAIRD AUCTION & APPRAISAL, AUCTIONEER(S)
5-13-2025 [19]

IRMA EDMONDS/MV
GABRIEL WADDELL/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Irma Edmonds ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Craig Adam Simons and Pamela Jayne Simons, moves the court for an order authorizing Trustee to: (1) sell a 2019 Harley Davidson XL883N Iron 883, VIN: 1HD4LE232KC410795 (the "Property") at public auction at the location of

Baird Auctions & Appraisals ("Auctioneer") at 1328 N. Sierra Vista, Suite B, Fresno, California; and (2) pay Auctioneer's commission and expenses. Tr.'s Mot., Doc. #19.

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

Trustee believes that approval of the sale on the terms set forth in the motion is in the best interests of creditors and the estate. Doc. #19; Decl. of Irma Edmonds, Doc. #21. Trustee's experience indicates that a sale of the Property at public auction will yield the highest net recovery to the estate. Doc. #19; Edmonds Decl., Doc. #21. The proposed sale is made in good faith.

The court will authorize the employment of Auctioneer pursuant to 11 U.S.C. § 328. See DCN ICE-1, calendar matter #14 above. Trustee requires Auctioneer's services to advertise the sale of the Property, assist in storing the Property until sold, and assist in other matters related to the auction sale of the Property. Tr.'s Mot., Doc. #19. Trustee has agreed to pay Auctioneer a commission of 15% of the gross sale price and estimated expenses of $500.00. Id. Trustee unambiguously requested pre-approval of payment to Auctioneer pursuant to 11 U.S.C. § 328. Doc. ##15, 19.

Accordingly, this motion is GRANTED. Trustee's business judgment is reasonable and the proposed sale of the Property at public auction is in the best interests of creditors and the estate. The arrangement between Trustee and Auctioneer is reasonable in this instance. Trustee is authorized to sell the Property and pay Auctioneer on the terms set forth in the motion.

16. 24-12899-A-7 **IN RE: BRIAN HAIR**
CVH-1

CONTINUED OBJECTION TO HOMESTEAD EXEMPTION
1-10-2025 [35]

GIBI TRUCKING LLC/MV
JENNY DOLING/ATTY. FOR DBT.
CHRISTOPHER HAWKINS/ATTY. FOR MV.
CONT'D TO 7/9/25 PER ECF ORDER #65

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

DISPOSITION: Continued to July 9, 2025 at 1:30 p.m.

NO ORDER REQUIRED.

The parties have stipulated to continue the hearing on the objection to homestead exemption to July 9, 2025 at 1:30 p.m. The court already issued an order on May 29, 2025. Doc. #65.

17. 25-11560-A-7 **IN RE: SANDRA REED**
LV-3

AMENDED MOTION FOR RELIEF FROM AUTOMATIC STAY
6-2-2025 [66]

LAN VU/MV
OST 6/3/25

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

On June 3, 2025, the court granted the moving party's ex parte application for an order shortening time to hear the moving party's motion for relief from the automatic stay. Doc. #78. This motion was set for hearing on June 11, 2025 at 1:30 p.m. pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant relief from stay to proceed with the unlawful detainer action in state court. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

The movants, Lan Vu and Khoa Hoang (together, "Movants"), seek relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) to permit Movants to proceed with an unlawful detainer action in Orange County Superior Court, Case No. 30-2025-0159019-CL-UD-CJC (the "Unlawful Detainer Action"), against debtor Sandra Reed ("Debtor"). Doc. #66. The Unlawful Detainer Action is in reference to Debtor's occupancy of real property located at 933 S. Susan St., Santa Ana, California 92704 (the "Property"). Id.

Debtor filed this chapter 7 bankruptcy case on May 13, 2025. Doc. #1. On February 15, 2024, Movants entered into an agreement to lease the Property to Robert Stoian ("Tenant") at an initial rate of $5,800.00 a month. Decl. of Lan Vu, Doc. #18; Ex. C, Doc. #42. Movant filed the Unlawful Detainer Action based on Tenant's rental default after proper notice. Decl. of Lan Vu, Doc. #40. On February 19, 2025, Tenant and Debtor filed their answers to the Unlawful Detainer Action. Ex., Doc. #19. A trial date in the Unlawful Detainer Action was continued due to Debtor filing this bankruptcy case. Motion, Doc. #66; Vu Decl., Doc. #40.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the automatic stay for cause. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case by case basis." In re Mac Donald, 755 F.2d 715, 717 (9th Cir. 1985). When a movant prays for relief from the automatic stay to initiate or continue non-bankruptcy court proceedings, a bankruptcy court may consider the "Curtis factors" in making its decision. In re Kronemyer, 405 B.R. 915, 921 (9th Cir. B.A.P. 2009). "[T]he Curtis factors are appropriate, nonexclusive, factors to consider in

determining whether to grant relief from the automatic stay" to allow litigation in another forum. Id. The Curtis factors include: (1) whether the relief will result in a partial or complete resolution of the issues; (2) the lack of any connection with or interference with the bankruptcy case; (3) whether the non-bankruptcy forum has the expertise to hear such cases; (4) whether litigation in another forum would prejudice the interests of other creditors; and (5) the interest of judicial economy and the expeditious and economical determination of litigation for the parties. In re Curtis, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984).

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

Accordingly, pending opposition being raised at the hearing, the court is inclined to grant the motion pursuant to 11 U.S.C. § 362(d)(1) to permit Movants to proceed under applicable nonbankruptcy law to prosecute the Unlawful Detainer Action in state court and to enforce any resulting judgment for unlawful detainer, including all necessary steps to obtain possession of the Property from Debtor.

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

2:00 PM

1. 24-13300-A-13 **IN RE: MICHAEL/MIRIAM BIAS**
DCF-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-16-2025 [79]

PACCAR FINANCIAL CORP./MV
PETER BUNTING/ATTY. FOR DBT.
DANIEL FLEMING/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

Notice by mail of this motion was sent May 16, 2025, with a hearing date set for June 11, 2025. Doc. ##80, 83. An amended notice by mail of this motion was sent on May 21, 2025, with a hearing date set for June 11, 2025. Doc. ##85, 86. Both notices set the hearing on this motion on less than 28 days' notice, so the motion is governed by Local Rule of Practice ("LBR") 9014-1(f)(2). Pursuant to LBR 9014-1(f)(2), written opposition was not required, and any opposition may be raised at the hearing. However, both notices of hearing filed with the motion state that opposition must be filed and served no later than fourteen days before the hearing and that failure to file written response may result in the court granting the motion prior to the hearing. Neither notice of hearing complies with LBR 9014-1(f)(2).

2. 25-11009-A-13 **IN RE: JACKIE GALLEGOS**
LGT-1

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
5-13-2025 [22]

LILIAN TSANG/MV
ERIC ESCAMILLA/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Sustained.

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

This objection to confirmation was filed and served pursuant to Local Rule of Practice ("LBR") 3015-1(c)(4) and will proceed as scheduled. Although not required, the debtor filed a written response. Doc. #30. The court intends to sustain the objection because the debtor consents to the trustee's objection being sustained.

//

Jackie Rae Gallegos ("Debtor") filed a voluntary petition under chapter 13 and a chapter 13 plan ("Plan") on March 31, 2025. Doc. ##1, 3. The chapter 13 trustee ("Trustee") objects to confirmation of the Plan because (1) Debtor has failed to file, serve, and set a motion to value collateral, and (2) there is a discrepancy regarding attorney fees paid pre-petition. Doc. #22.

In Debtor's response, Debtor states she will withdraw her current Plan and that a modified plan will be filed and served that addresses all issues raised in the Trustee's objection. Doc. #30. Therefore, Debtor consents to the court sustaining Trustee's objection. Doc. #30.

Accordingly, the objection will be SUSTAINED.

3. 25-11009-A-13 **IN RE: JACKIE GALLEGOS**
NLG-1

OBJECTION TO CONFIRMATION OF PLAN BY LAKEVIEW LOAN SERVICING, LLC
5-19-2025 [25]

LAKEVIEW LOAN SERVICING, LLC/MV
ERIC ESCAMILLA/ATTY. FOR DBT.
NICHOLE GLOWIN/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Sustained.

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

This objection to confirmation was filed and served pursuant to Local Rule of Practice ("LBR") 3015-1(c)(4) and will proceed as scheduled. Although not required, the debtor filed a written response. Doc. #33. The court intends to sustain the objection because the debtor consents to the creditor's objection being sustained.

Jackie Rae Gallegos ("Debtor") filed a voluntary petition under chapter 13 and a chapter 13 plan ("Plan") on March 31, 2025. Doc. ##1, 3. Lakeview Loan Servicing, LLC ("Creditor") objects to confirmation of the Plan because the Plan understates Creditor's pre-petition arrears. Doc. #25.

In Debtor's response, Debtor states she will withdraw her current Plan and that a modified plan will be filed and served that addresses all issues raised in the Creditor's objection. Doc. #33. Therefore, Debtor consents to the court sustaining Creditor's objection. Doc. #33.

Accordingly, the objection will be SUSTAINED.

4. 25-11119-A-13 **IN RE: GENEVA FARR**
DMJ-1

OBJECTION TO CONFIRMATION OF PLAN BY DUSHAWN JOHNSON
5-19-2025 [22]

DUSHAWN JOHNSON/MV
JERRY LOWE/ATTY. FOR DBT.
DUSHAWN JOHNSON/ATTY. FOR MV.

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

DISPOSITION: Overruled without prejudice.

ORDER: The court will issue an order.

Federal Rule of Bankruptcy Procedure ("Rule") 9014 requires service of an objection to confirmation of plan be made pursuant to Rule 7004. Further, Local Rule of Practice ("LBR") 3015-1(c)(4) states that, when a creditor objects to confirmation of a Chapter 13 plan, both an "objection and a notice of hearing must be filed and served upon the debtor, the debtor's attorney, and the trustee[.]" Here, it appears that the objection was served by email only on the chapter 13 trustee and was not served at all on the debtor. Doc. ##23, 27. Because both the chapter 13 trustee and the debtor are required to be served by first-class mail pursuant to Rule 7004(b)(1) and (b)(9), service of the objection does not satisfy Rule 7004.

As a further procedural matter, the certificate of service filed in connection with this motion does not comply with LBR 7005-1 and General Order 22-03, which require attorneys and trustees to use the court's Official Certificate of Service Form as of November 1, 2022. The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders.

Accordingly, this objection is OVERRULED WITHOUT PREJUDICE for improper service.

5. 25-11119-A-13 **IN RE: GENEVA FARR**
DWE-1

OBJECTION TO CONFIRMATION OF PLAN BY CITIBANK, N.A.
5-19-2025 [19]

CITIBANK, N.A./MV
JERRY LOWE/ATTY. FOR DBT.
DANE EXNOWSKI/ATTY. FOR MV.

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

DISPOSITION: Overruled without prejudice.

ORDER: The court will issue an order.

There is no attachment to the certificate of service filed with the objection (Doc. #21) showing the parties on which the objection and supporting documents

were served. Federal Rule of Bankruptcy Procedure ("Rule") 9014 requires service of an objection to confirmation of plan be made pursuant to Rule 7004. Further, Local Rule of Practice 3015-1(c)(4) states that, when a creditor objects to confirmation of a Chapter 13 plan, both an "objection and a notice of hearing must be filed and served upon the debtor, the debtor's attorney, and the trustee[.]" Because the certificate of service does not have an attachment, the court cannot determine whether the debtor or other interested parties were properly served.

Accordingly, this objection is OVERRULED WITHOUT PREJUDICE for improper service.

6. 25-11119-A-13 **IN RE: GENEVA FARR**
LGT-1

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

LILIAN TSANG/MV
JERRY LOWE/ATTY. FOR DBT.

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

DISPOSITION: Continued to July 17, 2025 at 9:30 a.m.

ORDER: The court will issue an order.

Geneva Farr ("Debtor") filed a voluntary petition under chapter 13 and a chapter 13 plan ("Plan") on April 7, 2025. Doc. ##1, 3. The chapter 13 trustee ("Trustee") objects to confirmation of the Plan because (1) Debtor has failed to file, serve, and set for hearing a motion to sell, and (2) the Plan appears to impermissibly modify the mortgage, which is secured by Debtor's primary residence. Doc. #16.

This objection will be continued to July 17, 2025. Unless this case is voluntarily converted to chapter 7, dismissed, or Trustee's objection to confirmation is withdrawn, Debtor shall file and serve a written response no later than July 3, 2025. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support Debtor's position. Trustee shall file and serve a reply, if any, by July 10, 2025.

If Debtor elects to withdraw this plan and file a modified plan in lieu of filing a response, then a confirmable modified plan shall be filed, served, and set for hearing, not later than July 10, 2025. If Debtor does not timely file a modified plan or a written response, this objection to confirmation will be sustained on the grounds stated in Trustee's objection without a further hearing.

7. 25-11119-A-13 **IN RE: GENEVA FARR**
RDW-1

OBJECTION TO CONFIRMATION OF PLAN BY LUSO AMERICAN FINANCIAL
5-13-2025 [13]

LUSO AMERICAN FINANCIAL/MV
JERRY LOWE/ATTY. FOR DBT.
REILLY WILKINSON/ATTY. FOR MV.

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

DISPOSITION: Continued to July 17, 2025 at 9:30 a.m.

ORDER: The court will issue an order.

Geneva Farr ("Debtor") filed a voluntary petition under chapter 13 and a chapter 13 plan ("Plan") on April 7, 2025. Doc. ##1, 3. Luso American Financial ("Creditor") objects to confirmation of the Plan because: (1) Creditor believes that Debtor's plan is speculative since it provides that it will sell the real property at 26757 Avenue 18 1/2, Madera Area, CA 93638 (the "Property") to fund the Plan and payoff Creditor's claim; (2) the Plan does not account for Creditor's loan maturing during the life of the Plan; and (3) Debtor lacks income to fund the Plan. Doc. #13.

This objection will be continued to July 17, 2025. Unless this case is voluntarily converted to chapter 7, dismissed, or Creditor's objection to confirmation is withdrawn, Debtor shall file and serve a written response no later than July 3, 2025. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support Debtor's position. Creditor shall file and serve a reply, if any, by July 10, 2025.

If Debtor elects to withdraw this plan and file a modified plan in lieu of filing a response, then a confirmable modified plan shall be filed, served, and set for hearing, not later than July 10, 2025. If Debtor does not timely file a modified plan or a written response, this objection to confirmation will be sustained on the grounds stated in Creditor's objection without a further hearing.

8. 25-10922-A-13 **IN RE: MANUEL MENDOZA**
KMM-1

OBJECTION TO CONFIRMATION OF PLAN BY SERVBANK, SB
5-19-2025 [20]

SERVBANK, SB/MV
YASHA RAHIMZADEH/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

The debtor filed an amended plan on June 4, 2025 (Doc. #31), although no motion to confirm the amended plan has been noticed for hearing as required by Local Rule of Practice 3015-1(d)(1). Therefore, this objection is OVERRULED AS MOOT.

9. 25-10922-A-13 **IN RE: MANUEL MENDOZA**
LGT-1

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

YASHA RAHIMZADEH/ATTY. FOR DBT.

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

The debtor filed an amended plan on June 4, 2025 (Doc. #31), although no motion to confirm the amended plan has been noticed for hearing as required by Local Rule of Practice 3015-1(d)(1). Therefore, this objection is OVERRULED AS MOOT.

10. 25-10733-A-13 **IN RE: LEE MARTINEZ AND JAMIE KUCKENBAKER-MARTINEZ**
LGT-1

CONTINUED RE: OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
4-21-2025 [21]

SCOTT LYONS/ATTY. FOR DBT.
RESPONSIVE PLEADING
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

The objection to confirmation was withdrawn on June 2, 2025. Doc. #37.

11. 25-10459-A-13 **IN RE: DANIEL/MADALENA HENSLEY**
SD-1

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
4-25-2025 [43]

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

NO RULING.

12. 25-11061-A-13 **IN RE: ARNULFO MUNOZ-GONZALES**
LGT-1

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
5-13-2025 [29]

NIMA VOKSHORI/ATTY. FOR DBT.

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

This objection to confirmation is OVERRULED AS MOOT. The debtor filed a first amended plan on May 13, 2025 (Doc. #33), with a motion to confirm the amended plan set for hearing on July 17, 2025 at 9:30 a.m. Doc. ##46-49.

13. 25-11062-A-13 **IN RE: TERESA HIGUERA ORTIZ**
LGT-1

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
5-13-2025 [12]

TIMOTHY SPRINGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

14. 25-10573-A-13 **IN RE: MAGDALENA PUENTES JURAZ**

CONTINUED ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
4-29-2025 [36]

PETER MACALUSO/ATTY. FOR DBT.

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

DISPOSITION: Dropped as moot.

ORDER: The court will issue an order.

The court is granting the trustee's motion to dismiss [LGT-2] below, therefore this order to show cause (Doc. #36) will be DROPPED AS MOOT.

15. 25-10573-A-13 **IN RE: MAGDALENA PUENTES JURAZ**
LGT-1

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
4-21-2025 [31]

PETER MACALUSO/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

The court is granting the trustee's Motion to Dismiss [LGT-2] below. Therefore, this objection to confirmation of the plan [LGT-1] will be OVERRULED AS MOOT.

16. 25-10573-A-13 **IN RE: MAGDALENA PUENTES JURAZ**
LGT-2

MOTION TO DISMISS CASE
5-8-2025 [39]

PETER MACALUSO/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Granted.

ORDER: The court will issue an order.

This motion was set for hearing on at least 28 days' notice pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). On May 28, 2025, the debtor filed a pleading stating that the debtor does not oppose the motion to dismiss being granted. Doc. #49. 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 matter will be resolved without oral argument.

Here, the chapter 13 trustee asks the court to dismiss this case under 11 U.S.C. § 1307(c)(1) and (c)(4) for unreasonable delay by the debtor that is prejudicial to creditors. Doc. #39. Specifically, Trustee asks the court to dismiss this case for the debtor's failure to: (1) file and set for hearing a motion to value a 2021 Dodge Challenger; and (2) commence making plan payments. Debtor has failed to make payments due under the plan. Id. As of May 8, 2025, payments are delinquent in the amount of $1,070.00. While this motion is pending further payments will come due. Debtor must also make the monthly plan payment of $535.00 for May 25, 2025. Doc. #39. The debtor does not oppose the granting of this motion. Doc. #49.

Under 11 U.S.C. § 1307(c), the court may convert or dismiss a case, whichever is in the best interests of creditors and the estate, for cause. "A debtor's unjustified failure to expeditiously accomplish any task required either to propose or to confirm a chapter 13 plan may constitute cause for dismissal under § 1307(c)(1)." Ellsworth v. Lifescape Med. Assocs., P.C. (In re

Ellsworth), 455 B.R. 904, 915 (B.A.P. 9th Cir. 2011). There is "cause" for dismissal under 11 U.S.C. § 1307(c)(1) for unreasonable delay by debtor that is prejudicial to creditors because the debtor failed to file and set for hearing a motion to value 2021 Dodge Challenger. Cause also exists under 11 U.S.C. § 1307(c)(4) to dismiss this case as the debtor has failed to make all payments due under the plan.

A review of the debtor's Schedules A/B, C and D shows that the debtor's significant asset, a vehicle, is over encumbered, and the debtor claims exemptions in her remaining assets. Doc. #17. Because there is no equity to be realized for the benefit of the estate, dismissal, rather than conversion to chapter 7, is in the best interests of creditors and the estate.

Accordingly, the motion will be GRANTED, and the case dismissed.

17. 25-10680-A-13 **IN RE: YVONNE OLMOS**
LGT-1

CONTINUED RE: OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
4-18-2025 [28]

LILIAN TSANG/MV
MARK ZIMMERMAN/ATTY. FOR DBT.

NO RULING.

18. 25-10289-A-13 **IN RE: DANIEL LIEDL**
JNV-1

MOTION TO CONFIRM PLAN
5-1-2025 [34]

DANIEL LIEDL/MV
JONATHAN VAKNIN/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

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

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

19. 23-10691-A-13 **IN RE: KAYE KIM**
DNL-3

MOTION FOR RELIEF FROM STAY
6-5-2025 [219]

CALVIN J. KIM/MV
LEONARD WELSH/ATTY. FOR DBT.
J. CUNNINGHAM/ATTY. FOR MV.
OST 6/4/25

NO RULING.

3:00 PM

1. 24-12400-A-7 **IN RE: WILLIAM SETTY**
   25-1016 CAE-1

   STATUS CONFERENCE RE: COMPLAINT
   4-11-2025 [1]

   U.S. TRUSTEE V. SETTY
   MICHAEL FLETCHER/ATTY. FOR PL.

NO RULING.

2. 25-10832-A-7 **IN RE: FERNANDO LUGO CERVANTES**
   25-1013 CAE-1

   STATUS CONFERENCE RE: COMPLAINT
   4-2-2025 [1]

   ORTIZ ET AL V. LUGO CERVANTES
   STAN MALLISON/ATTY. FOR PL.

NO RULING.

3. 24-12145-A-7 **IN RE: ERIK LUNA**
   24-1032 CAE-1

   CONTINUED STATUS CONFERENCE RE: AMENDED COMPLAINT
   10-10-2024 [8]

   FEAR V. FRANCO ET AL
   PETER SAUER/ATTY. FOR PL.

NO RULING.

4. 25-11146-A-7 **IN RE: VANESSA REY**
   25-1014 CAE-1

   STATUS CONFERENCE RE: COMPLAINT
   4-8-2025 [1]

   REY V. DEPARTMENT OF EDUCATION

NO RULING.

5. 24-11967-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
24-1020 CAE-1

CONTINUED STATUS CONFERENCE RE: NOTICE OF REMOVAL
7-30-2024 [1]

HACIENDA HOMEOWNERS FOR JUSTICE ET AL V. LA HACIENDA
RESPONSIVE PLEADING

NO RULING.

6. 24-11967-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
24-1020 OHS-2

CONTINUED MOTION FOR REMAND
8-28-2024 [25]

HACIENDA HOMEOWNERS FOR JUSTICE ET AL V. LA HACIENDA
MARC LEVINSON/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

7. 24-11967-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
24-1027 CAE-1

CONTINUED STATUS CONFERENCE RE: COMPLAINT
8-21-2024 [1]

LA HACIENDA MOBILE ESTATES, LLC V. CITY OF FRESNO ET AL
ADAM BOLT/ATTY. FOR PL.

NO RULING.

8. 24-11967-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
24-1027 JJB-2

CONTINUED MOTION TO DISMISS ADVERSARY PROCEEDING/NOTICE OF REMOVAL
10-21-2024 [26]

LA HACIENDA MOBILE ESTATES, LLC V. CITY OF FRESNO ET AL
JONATHAN BELAGA/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

9. 11-18268-A-7 **IN RE: GREGORY/ELIZABETH PETRINI**
23-1045 CAE-1

FURTHER STATUS CONFERENCE RE: COMPLAINT
11-2-2023 [1]

PETRINI ET AL V. MB DUNCAN, INC
D. GARDNER/ATTY. FOR PL.
RESPONSIVE PLEADING

NO RULING.

10. 24-12899-A-7 **IN RE: BRIAN HAIR**
25-1001 CAE-1

CONTINUED STATUS CONFERENCE RE: COMPLAINT
1-21-2025 [1]

GIBI TRUCKING LLC V. HAIR
KATHLEEN CASHMAN-KRAMER/ATTY. FOR PL.
CONT'D TO 6/25/25 PER ECF ORDER #26

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

DISPOSITION: Continued to June 25, 2025 at 3:00 p.m.

NO ORDER REQUIRED.

The parties have stipulated to continue the hearing on the status conference to June 25, 2025 at 3:00 p.m. The court already issued an order on April 15, 2025. Doc. #26.