



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, June 25, 2025
Department A – Courtroom #11
Fresno, California

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

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

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

Please also note the following:

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

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

1. [24-12709](#)-A-11 **IN RE: KEWEL MUNGER**
[WJH-29](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF WANGER JONES HELSLEY FOR
RILEY C. WALTER, DEBTORS ATTORNEY(S)
5-28-2025 [[383](#)]

RILEY WALTER/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.

Wanger Jones Helsley ("Movant"), general bankruptcy counsel for the debtor and debtor in possession Kewel K. Munger dba Munger Investments ("DIP"), requests allowance of interim compensation in the amount of \$93,433.00 and reimbursement for expenses in the amount of \$2,691.74 for services rendered from February 16, 2025 through May 15, 2025. Doc. #383. DIP has no objection to the fees and expenses requested by Movant. Doc. #390. This is Movant's third fee application in this case. The court previously approved a total of \$344,569.34 in interim fees and expenses. Order, Doc. #247; Order, Doc. #365.

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) researching and reviewing various matters regarding DIP's family law case; (2) reviewing the motion to dismiss case and filing opposition to the motion; (3) corresponding with counsel regarding discovery requests for a motion for turnover; (4) preparing stipulation for the motion for relief from automatic stay; (5) corresponding with various parties regarding settlement agreement; (6) preparing monthly operating reports; (7) preparing documents and briefs for mediation conferences; (8) researching, analyzing and addressing issues related to the

turnover of estate property; (9) addressing pending adversary proceeding; (10) providing general case administration; and (11) preparing and filing fee and employment applications. Decl. of Riley C. Walter, Doc. #385; Exs. A & B, Doc. #386. The court finds the compensation and reimbursement sought by Movant to be reasonable, actual, and necessary.

Accordingly, this motion will GRANTED on an interim basis with the fees and expenses to be reduced in the amount agreed to by Movant. The court will authorize the interim compensation in the reduced amount of \$93,433.00 and reimbursement for expenses in the amount of \$2,691.74, for a total combined payment of \$96,124.74 for services rendered from February 16, 2025 through May 15, 2025. 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.

2. [22-10416](#)-A-11 **IN RE: KR CITRUS, INC., A CALIFORNIA CORPORATION**
[WJH-18](#)

CONTINUED MOTION BY RILEY C. WALTER TO WITHDRAW AS ATTORNEY
1-2-2025 [\[472\]](#)

KR CITRUS, INC., A CALIFORNIA CORPORATION/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to October 15, 2025 at 9:30 a.m.

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

Based on the notice of intent filed by the moving party on June 17, 2025 (Doc. #494), the court intends to continue the hearing on this motion to October 15, 2025 at 9:30 a.m.

3. [25-10343](#)-A-12 **IN RE: BART FLORES**

MOTION TO EXTEND TIME TO FILE CHAPTER 12 PLAN
5-21-2025 [\[152\]](#)

BART FLORES/MV
WILEY RAMEY/ATTY. FOR DBT.
DISMISSED 6/13/25

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

An order dismissing this case was entered on June 13, 2025. Doc. #178.
Therefore, this motion will be DENIED AS MOOT.

4. [25-10343](#)-A-12 **IN RE: BART FLORES**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 12 VOLUNTARY PETITION
2-6-2025 [\[1\]](#)

WILEY RAMEY/ATTY. FOR DBT.
DISMISSED 6/13/25

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

DISPOSITION: Dropped as moot.

NO ORDER REQUIRED.

An order dismissing this case was entered on June 13, 2025. Doc. #178.
Therefore, this status conference will be DROPPED AS MOOT.

5. [25-10343](#)-A-12 **IN RE: BART FLORES**
[SMR-1](#)

MOTION FOR SANCTIONS AGAINST DEBTOR'S ATTORNEY FOR MISCONDUCT UNDER
FRBP 9011
5-27-2025 [\[156\]](#)

RWE SOLAR DEVELOPMENT, LLC/MV
WILEY RAMEY/ATTY. FOR DBT.
ALAN MARTIN/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). Flores Real Property Investments, LLC ("Flores Investments"), Lemoore 198 Investors, LLC ("Lemoore 198"), Tracy Ann Garner and Theodore A. Amaro (collectively, "Interested Parties") join in the motion. Doc. #168. Wiley Ramey, the party against whom sanctions are sought and counsel for the debtor Bart Joseph Flores ("Debtor") in this chapter 12 case, timely filed written opposition on June 11, 2025. Doc. #170. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

As a procedural matter, the exhibits filed by counsel for the debtor in connection with his opposition do not comply with LBR 9004-2(c)(1) and (d)(1),

which require declarations and exhibits to be filed as separate documents. Here, the declaration filed in support of the opposition was filed as a single document that included the opposing party's exhibits. E.g., Doc. #171. The court previously informed counsel for the debtor of the need to comply with this requirement on April 9, 2025. See Civil Minutes, Doc. #111.

As a further procedural matter, the certificates of service filed in connection with the opposition and supporting documents (Doc. #172, 173, 175) do not comply with LBR 7005-1, which requires attorneys to use the court's Official Certificate of Service Form (EDC Form 7-005, Rev. 1/8/2025), found at <https://www.caeb.uscourts.gov/documents/Forms/EDC/EDC.007-005.pdf>. The court previously informed counsel for the debtor of this requirement on April 9, 2025 and April 23, 2025. See Civil Minutes, Doc. #111, 130.

The court encourages counsel for the debtor to review the local rules to ensure compliance in future matters. The rules can be accessed on the court's website at <https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders>.

This bankruptcy case was dismissed on June 13, 2025 at the request of the debtor. Order, Doc. #178. In the dismissal order, however, the court retained jurisdiction to rule on and enter an order with respect to this motion for sanctions. Id.

RWE Solar Development, LLC ("RWE") moves under Federal Rule of Bankruptcy Procedure ("Rule") 9011 for sanctions against Mr. Ramey ("Motion"). Doc. #156. The Motion does not specify what form or amount the requested sanctions should take, although the memorandum of points and authorities filed in support of the Motion requests imposition of sanctions on Mr. Ramey for the costs incurred by RWE in: (1) opposing a motion to reject an executory contract filed by Mr. Ramey; (2) filing an interpleader action in state court; and (3) making this Motion. Mem. in Support of Mot. ("MPA") 6:29-28, Doc. #160. RWE filed no evidence in support of the Motion regarding the amount of costs incurred by RWE for taking the above actions. Interested Parties join in the Motion. Doc. #168. Mr. Ramey opposes the Motion. Doc. #170.

RELEVANT FACTS

Flores Investments owns the fee interest in certain real property located in Kings County, California, consisting of 913.60 acres, bearing assessor parcel numbers 024-260-023 and 024-260-026, including all improvements thereon ("Flores Investment Property"). MPA, Doc. #160; Decl. of Tracy Ann Garner, Doc. #71.¹ The sole members of Flores Investments are Tracy Ann Garner (45%), Debtor (45%), and Theodore A. Amaro (10%). Id.

Lemoore 198 owns the fee interest in certain real property located in Kings County, California, consisting of 50.78 acres, bearing assessor parcel numbers 024-260-024 and 024-260-025, including improvements thereon (together with the Flores Investments Property, "Real Property"). MPA, Doc. #160; Garner Decl., Doc. #71. The sole members of Lemoore 198 are Ms. Garner (45%), Debtor (45%), and Mr. Amaro (10%). Id.

On or about March 20, 2023, Flores Investments and Lemoore 198 (together, "Seller") entered into an "Exclusive Option to Purchase" with RWE ("Agreement") by which RWE obtained an exclusive option to purchase the Real Property, including easements and other rights, from Seller. MPA, Doc. #160; Garner

¹ The court, on its own, can take judicial notice of pleadings filed in this bankruptcy case and does so. Fed. R. Evid. 201; Bank of Am., N.A. v. CD-04, Inc. (In re Owner Mgmt. Serv., LLC), 530 B.R. 711, 717 (Bankr. C.D. Cal. 2015).

Decl., Doc. #71. The Agreement requires RWE to make certain scheduled payments to Seller by specified dates, with the final payment being due on December 23, 2026, unless the Agreement is terminated according to the terms of the Agreement prior to such date. Decl. of Lisa Chavez, Doc. #159; Ex. A, Doc. #161. RWE made an initial payment of \$96,438.00, to Seller in 2023. Chavez Decl., Doc. #159. RWE also paid the second payment of \$31,824.54 within 45 days after August 1, 2024, to Seller. Id. RWE's third payment due under the Agreement is a sum of \$189,982.86, which is to be paid to Seller in four equal quarterly installments of \$47,495.72 starting on March 23, 2025, and continuing every three months until December 23, 2025, or until the earlier termination of the Agreement. Id.

On February 4, 2025, the Kings County Superior Court entered an order in an action filed by Interested Parties against Debtor entitled Flores Real Property Investments, L.L.C., et al. v. Barton Joseph Flores, et al., Case No. 25CU0024, enjoining Debtor from "interfering with the farming and other day to day activities necessary . . . to operate the Property" ("Injunction Order"). Chavez Decl., Doc. #159; Ex. B, Doc. #161. On February 6, 2025, Debtor filed his voluntary chapter 12 bankruptcy petition. Doc. #1.

On February 27, 2025, Debtor, through his attorney Mr. Ramey, filed a motion to have this court reject the Agreement ("Rejection Motion") based on the assertion that Debtor was a signatory to the Agreement, and Debtor was rejecting the Agreement pursuant to 11 U.S.C. § 365. Doc. #27. A hearing on the Rejection Motion was set initially for March 27, 2025. Id. On March 6., 2025, the Rejection Motion was amended and the hearing continued to April 9, 2025. Doc. #38.

Due to the uncertainty caused by the Rejection Motion and the litigation filed by Interested Parties against Debtor in state court, RWE filed an interpleader complaint in Kings County Superior Court on March 24, 2025. Chavez Decl., Doc. #159; Ex. C, Doc. #161.

As required by Rule 9011(c)(2)(A), RWE's counsel served Mr. Ramey with an unfiled copy of the Motion on March 31, 2025. Decl. of Alexandria G. Lattner, Doc. #158. Mr. Ramey did not withdraw or correct the Rejection Motion. Id.

On April 9, 2025, the court held a hearing on the Rejection Motion and denied the Rejection Motion. Civil Minutes, Doc. #111. As explained by the court:

Section 365(a) of the Bankruptcy Code states that "subject to the court's approval, [the debtor in possession] may . . . reject any executory contract . . . or unexpired lease **of the debtor.**" 11 U.S.C. § 365(a) (emphasis added).

"A limited liability company is an entity distinct from its members." Cal. Corp. Code § 17701.04(a).

While Debtor asserts that he signed the Agreement individually, that is not the case. The Agreement clearly states that: (1) the parties to the Agreement are Flores Investments, Lemoore 198 and RWE; and (2) Debtor signed the Agreement as a member of both Flores Investment[s] and Lemoore 198. Ex. A, Doc. #27. While Debtor signed his name to the Agreement, Debtor signed as a member of both Flores Investment[s] and Lemoore 198 and not in his individual capacity. Because Flores Investments and Lemoore 198 are separate entities from Debtor, Debtor is not a party to the Agreement under California law. Because Debtor is not a party to the Agreement, the Agreement is not an executory contract of Debtor, and 11 U.S.C. § 365(a) does not permit Debtor to reject the Agreement.

In his opposition to the Motion, Mr. Ramey asserts, among other things, that the Rejection Motion was brought based on Debtor's signature being on the Agreement, and Debtor's right to reject contracts pursuant to 11 U.S.C. § 365. Opp., Doc. #170.

While this bankruptcy case was dismissed on June 13, 2025 at the request of the debtor, the court retained jurisdiction to rule on and enter an order with respect to this Motion. Order, Doc. #178.

APPLICABLE LEGAL AUTHORITY

Rule 9011(b)(1) and (b)(2) provide in relevant part:

By presenting to the court a petition, pleading, written motion, or other document – whether by signing, filing, submitting, or later advocating it – an attorney or unrepresented party certifies that, to the best of the person's knowledge, information, and belief formed after an inquiry reasonable under the circumstances:

(1) it is not presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase litigation costs; [and]

(2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument to extend, modify, or reverse existing law, or establish new law[.]

Rule 9011 gives bankruptcy courts "significant discretion" to sanction parties who do not adhere to the requirements of the Rule. Miller v. Cardinale (In re DeVille), 361 F.3d 539, 553 (9th Cir. 2004). "The test to determine the appropriateness of sanctions under Fed. R. Civ. P. 11 can be applied to [Rule] 9011," but the bankruptcy court's authority to impose sanctions in this instance comes from Rule 9011. Walters v. Webre (In re Webre), 88 B.R. 242, 245 (B.A.P. 9th Cir. 1988).

"In determining whether sanctions are warranted under Rule 9011(b), [this court] 'must consider both frivolousness and improper purpose on a sliding scale, where the more compelling the showing as to one element, the less decisive need be the showing as to the other.'" Dressler v. Seeley Co. (In re Silberkraus), 336 F.3d 864, 870 (9th Cir. 2003) (quoting Marsch v. Marsch (In re Marsch), 36 F.3d 825, 830 (9th Cir. 1994)) (emphasis in original). A frivolous claim is baseless and made without a reasonable and competent inquiry; it is legally unreasonable. Valley Nat'l Bank of Ariz. V. Needler (In re Grantham Bros.), 922 F.2d 1438, 1442 (9th Cir. 1991). "The frivolous and improper purpose prongs of Rule [9011] overlap, and 'evidence bearing on frivolousness . . . will often be highly probative of purpose.'" Id. at 1443 (citations omitted). Courts analyze an allegedly improper purpose under an objective standard. Id.

LEGAL ANALYSIS

By the Motion, RWE seeks sanctions against Mr. Ramey for filing the Rejection Motion and asserting in the Rejection Motion that Debtor, in his individual capacity, could reject the Agreement to which Debtor is not a party. RWE contends Debtor's request in the Rejection Motion asking this court to allow Debtor to alter the terms of and reject the Agreement, which does not belong to

Debtor's bankruptcy estate, is frivolous and without merit. RWE also contends the Rejection Motion was filed in direct violation of the Injunction Order.

With respect to the frivolousness of the filing of the Rejection Motion, Debtor did sign the Agreement, albeit in his capacity as a member of Flores Investments and Lemoore 198 and not in his individual capacity. Because Debtor's signature is on the Agreement, the court finds that the filing of the Rejection Motion is not frivolous and was not filed for an improper purpose. Thus, the filing of the Rejection Motion does not rise to the level of sanctionable conduct under Rule 9011.

With respect to the filing of the Rejection Motion violating the Injunction Order, the court does not agree with RWE. The Injunction Order clearly relates to Debtor's actions with respect to a sale of the Real Property to a third party. While that sale may involve the Agreement, it is not clear from the Injunction Order that Debtor was enjoined from filing the Rejection Motion.

In any event, even if the court were to find that Mr. Ramey violated Rule 9011 by filing the Rejection Motion, which the court is not finding, RWE provided no evidence in support of the Motion regarding the amount of attorneys' fees and costs RWE has incurred as a result of Mr. Ramey's alleged sanctionable conduct. Thus, there is no evidentiary basis for the court to award any monetary sanctions to RWE.

CONCLUSION

Accordingly, the court finds that sanctions under Rule 9011 are not warranted, and the Motion is DENIED.

6. [24-12873](#)-A-11 **IN RE: GRIFFIN RESOURCES, LLC**
[DCO-1](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF CLIFFORD AND BROWN FOR
DONALD C. OLDAKER, SPECIAL COUNSEL(S)
5-28-2025 [\[322\]](#)

DONALD OLDAKER/MV
DONALD OLDAKER/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

Service of the motion does not comply with Federal Rule of Bankruptcy Procedure ("FRBP") 2002(a)(6), which requires that notice of a motion to approve compensation for more than \$1,000 be served on the debtor and all creditors at least twenty-one (21) days prior to the hearing date. Here, the certificate of service shows that the movant did not serve all creditors with notice of the motion. Doc. #326. Because the movant did not serve all creditors as required by FRBP 2002(a)(6), the motion is denied for improper notice.

As a procedural matter, the movant did not attach the Clerk of Court's Matrix of creditors with the certificate of service filed in connection with this motion. Doc. #326. Local Rule of Practice ("LBR") 7005-1 states that "[u]nless

service is on six or fewer parties in interest and a custom service list is used or the persons served are not on the Clerk of the Court's Matrix, the Certificate of Service Form shall have attached to it the Clerk of the Court's Official Matrix, as appropriate; (1) for the case or the adversary proceeding; and (2) the list of Equity Security Holders." Here, because the movant is seeking compensation that requires notice to all creditors in the debtor's bankruptcy case, the movant should use the Clerk of the Court's Official Matrix for the case to provide notice of this motion to all creditors. In the future, the Clerk of the Court's Matrix should be generated and filed with the certificate of service to comply with LBR 7005-1(a).

As a further procedural matter, the certificate of service filed with this motion (Doc. #326) also does not comply with LBR 9004-1(c)(1)(B), which states that signatures of persons other than the registered user may be indicated "[t]hrough the use of '/s/Name' or a software-generated electronic signature in the signature block where signatures would otherwise appear." Here, while "/s" appears on the signature line in Section 6, the declarant's name is not typed thereafter as required by LBR 9004-1(c)(1)(B). Doc. #326.

As an informative matter, the certificate of service filed in connection with this motion (Doc. #326) was filed as a fillable version of the court's Official Certificate of Service form (EDC Form 7-005, Rev. 1/8/2025) instead of being printed prior to filing with the court. The version that was filed with the court can be altered because it is still the fillable version. Moreover, if the certificate of service form had been printed prior to filing, the declarant could have attached the required attachment showing the names and addresses of the parties in interest that were served. In the future, the declarant should print the completed certificate of service form prior to filing and attach the necessary attachments and not file the fillable version.

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

7. [24-13373](#)-A-11 **IN RE: HILLER AIRCRAFT CORPORATION**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
11-21-2024 [\[1\]](#)

LEONARD WELSH/ATTY. FOR DBT.

NO RULING.

8. [25-10074](#)-A-12 **IN RE: CAPITAL FARMS, INC**
[CAE-1](#)

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

PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to August 6, 2025 at 9:30 a.m.

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

Because the debtor's monthly operating reports are current, the court intends
to continue this status conference to August 6, 2025 at 9:30 a.m. to be heard
in connection with the hearing to confirm the debtor's chapter 12 plan.

9. [23-12784](#)-A-11 **IN RE: KODIAK TRUCKING INC.**
[RDW-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-30-2025 [\[455\]](#)

QL TITLING TRUST LTD/MV
PETER FEAR/ATTY. FOR DBT.
REILLY WILKINSON/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

The movant, QL Titling Trust LTD, its successors and/or assignees ("Movant"),
seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect
to a 2015 Peterbilt 579, VIN: 1NPBLP9XXFD261901 ("Vehicle"). Doc. #455.

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 pursuant to 11 U.S.C. § 362(d)(1). Pre-petition, on or about July 1, 2020, debtor Kodiak Trucking, Inc. ("Debtor") executed and delivered a master lease agreement to Movant. Decl. of Carleton J. Zoroba, Doc. #457; Ex. 1, Doc. #458. To secure repayment of the debt, Debtor granted Movant a beneficial interest in the Vehicle. Zoroba Decl., Doc. #457; Ex. 2, Doc. #458. Debtor's plan was confirmed on February 13, 2025. Order, Doc. #418. Movant asserts Debtor is delinquent three (3) plan payments to Movant as no payment has been received from Debtor since the plan was confirmed. Zoroba Decl., Doc. #457. As of April 29, 2025, Movant asserts Debtor owes Movant a total of \$5,780.89. Id.

Accordingly, pending opposition being raised at the hearing, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to dispose of the Vehicle 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 Debtor has failed to make any payments for the Vehicle since Debtor's plan was confirmed and the Vehicle is a depreciating asset.

10. [23-12784](#)-A-11 **IN RE: KODIAK TRUCKING INC.**
[RDW-3](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-30-2025 [[462](#)]

QL TITLING TRUST LTD/MV
PETER FEAR/ATTY. FOR DBT.
REILLY WILKINSON/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

The movant, QL Titling Trust LTD, its successors and/or assignees ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2015 Peterbilt 579, VIN: 1NPBLP9X1FD261902 ("Vehicle"). Doc. #462.

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 pursuant to 11 U.S.C. § 362(d)(1). Pre-petition, on or about July 1, 2020, debtor Kodiak Trucking, Inc. ("Debtor") executed and delivered a master lease agreement to Movant. Decl. of Carleton J. Zoroba, Doc. #465; Ex. 1, Doc. #466. To secure repayment of the debt, Debtor granted Movant a beneficial interest in the Vehicle. Zoroba Decl., Doc. #465; Ex. 2, Doc. #466. Debtor's plan was confirmed on February 13, 2025. Order, Doc. #418. Movant asserts Debtor is delinquent three (3) plan payments to Movant as no payment has been received from Debtor since the plan was confirmed. Zoroba Decl., Doc. #465. As of April 29, 2025, Movant asserts Debtor owes Movant a total of \$6,078.89. Id.

Accordingly, pending opposition being raised at the hearing, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to dispose of the Vehicle 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 Debtor has failed to make any payments for the Vehicle since Debtor's plan was confirmed and the Vehicle is a depreciating asset.

11. [23-12784](#)-A-11 **IN RE: KODIAK TRUCKING INC.**
[RDW-4](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY, MOTION/APPLICATION FOR ADEQUATE
PROTECTION
5-30-2025 [\[469\]](#)

QL TITLING TRUST LTD/MV
PETER FEAR/ATTY. FOR DBT.
REILLY WILKINSON/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

The movant, QL Titling Trust LTD, its successors and/or assignees ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2015 Peterbilt 579, VIN: 1NPBLP9XXFD261882 ("Vehicle"). Doc. #469.

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 pursuant to 11 U.S.C. § 362(d)(1). Pre-petition, on or about July 1, 2020, debtor Kodiak Trucking, Inc. ("Debtor") executed and delivered a master lease agreement to Movant. Decl. of Carleton J. Zoroba, Doc. #471; Ex. 1, Doc. #472. To secure repayment of the debt, Debtor granted Movant a beneficial interest in the Vehicle. Zoroba Decl., Doc. #471; Ex. 2, Doc. #472. Debtor's plan was confirmed on February 13, 2025. Order, Doc. #418. Movant asserts Debtor is delinquent three (3) plan payments to Movant as no payment has been received from Debtor since the plan was confirmed. Zoroba Decl., Doc. #471. As of April 29, 2025, Movant asserts Debtor owes Movant a total of \$5,850.21. Id.

Accordingly, pending opposition being raised at the hearing, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to dispose of the Vehicle 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 Debtor has failed to make any payments for the Vehicle since Debtor's plan was confirmed and the Vehicle is a depreciating asset.

12. [25-11791](#)-A-11 **IN RE: FRED RAU DAIRY, INC**
[FW-2](#)

FINAL HEARING RE: MOTION TO USE CASH COLLATERAL
5-30-2025 [4]

FRED RAU DAIRY, INC/MV
PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted on a final basis through August 17, 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 final hearing on June 25, 2025 pursuant to the initial motion papers and an interim order authorizing use of cash collateral ("Interim Order"). Doc. ##4, 13. The final hearing was set on at least 14 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 4001(b)(2) and Local Rule of Practice 9014-1(f)(2) and will proceed as scheduled. Because the request authorizing final use of cash collateral through August 17, 2025 was set on less than 28 days' notice, opposition to the final 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 use of cash collateral on a final basis through August 17, 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.

Fred Rau Dairy, Inc. ("DIP"), the chapter 11 debtor and debtor-in-possession, moves the court for an order authorizing DIP to use the cash collateral of: (i) AgWest Farm Credit ("AgWest"); (ii) Farm Credit Leasing Services; (iii) Stanislaus Farm Supply Co.; and (iv) Nutrien Ag Solutions, Inc. (collectively, "Secured Creditors") through August 17, 2025 on a final basis subject to a weekly budget. Motion, Doc. #4; Am. Ex. B, Doc. #28. DIP seeks

court authorization to use cash collateral to pay expenses incurred by DIP in the normal course of its business. Motion, Doc. #4. DIP conducts both dairy farming and crop farming. Decl. of Michael Reid, Doc. #6. DIP has approximately 2,600 Holstein cows, springers, heifers and bulls as well as approximately 150 Angus steers and farms approximately 2,750 acres of farmland. Id.

As adequate protection for DIP's use of cash collateral, DIP will grant Secured Creditors replacement liens to the extent cash collateral is used. Based on the budget filed with the motion, DIP's use of cash collateral will generate more income than the cash collateral contemplated to be used. Am. Ex. B, Doc. #28. In addition, DIP will make post-petition interest-only payments to AgWest plus regular payments on the solar leases and the equipment loan. Motion, Doc. #4.

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 section 361(1) states that adequate protection may be provided by "requiring the [debtor in possession] to make a cash payment or periodic cash payments to such entity, to the extent that the stay under section 362 of this title, use, sale, or lease under section 363 of this title, or any grant of a lien under section 364 of this title results in a decrease in the value of such entity's interest in such property." 11 U.S.C. § 361(1). Pursuant to 11 U.S.C. § 363(p), DIP carries the burden of proof on the issue of adequate protection.

The court finds DIP has met its burden of showing that Secured Creditors are adequately protected for DIP's use of their cash collateral by the proposed replacement liens and post-petition interest-only payments to AgWest plus regular payments on the solar leases and the equipment loan. Am. Ex. B, Doc. #28. Moreover, DIP needs to use the cash collateral to continue its post-petition business operations. Reid Decl., Doc. #6.

Accordingly, pending opposition being raised at the hearing, the court will GRANT DIP's request to use cash collateral on a final basis through August 17, 2025 on the terms set forth in the motion.

11:00 AM

1. [25-11124](#)-A-7 **IN RE: BRINN MONTOYA**

PRO SE REAFFIRMATION AGREEMENT WITH HYUNDAI CAPITAL AMERICA
6-2-2025 [[17](#)]

NO RULING.

1. [25-11300](#)-A-7 **IN RE: JOSE MENDOZA**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-27-2025 [\[12\]](#)

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

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

DISPOSITION: Granted.

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

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

The movant, Santander Bank, N.A., as servicer for Santander Consumer USA Inc. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2018 BMW X6, VIN: 5UXKU0C58J0G80382 ("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 debtor does not have any equity in such property and such property is not necessary to an effective reorganization.

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least five complete pre-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$4,519.04. Decl. of Christopher Little, Doc. #14.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the

debtor is in chapter 7. The Vehicle is valued at \$25,275.00 and the debtor owes \$31,707.48. Little Decl., Doc. #14.

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 debtor has failed to make at least five pre-petition payments to Movant and the Vehicle is a depreciating asset.

2. [25-11002](#)-A-7 **IN RE: KATHRYN KEELS**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-20-2025 [\[13\]](#)

NEWREZ LLC/MV
STEPHEN LABIAK/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, NewRez LLC d/b/a Shellpoint Mortgage Servicing ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to real property located at 1694 Beaumont Ct., Tulare, California 93274 ("Property"). Doc. #13.

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least one complete post-

petition payment. Movant has produced evidence that the debtor is delinquent by at least \$1,399.35. Decl. of Justin Alexander, Doc. #17. The debtor's statement of intention indicates that the debtor intends to surrender the Property. Doc. #1.

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

The 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 debtor has failed to make at least one post-petition payment to Movant and the debtor has stated that the debtor intends to surrender the Property.

3. [25-11502](#)-A-7 **IN RE: ADRIANA ROJAS ORTIZ**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-20-2025 [\[10\]](#)

TD BANK, N.A./MV
NEIL SCHWARTZ/ATTY. FOR DBT.
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, TD Bank, N.A., successor in interest to TD Auto Finance LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2017 Buick Lacrosse, VIN: 1G4ZS5SSXHU156169 ("Vehicle"). Doc. #10.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must

be determined on a case by case basis." In re Mac Donald, 755 F.2d 715, 717 (9th Cir. 1985).

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least two complete pre-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$979.44 plus late fees of \$24.49. Decl. of David L. Tagliaferri, Doc. #13. According to the debtor's statement of intention, the Vehicle will be surrendered. Doc. #1.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$18,100.00 and the debtor owes \$20,650.63. Decl. of John Eng, Doc. #12. Tagliaferri Decl., Doc. #13.

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 debtor has failed to make at least two pre-petition payments to Movant, the Vehicle is a depreciating asset, and the debtor has stated that the debtor intends to surrender the Vehicle.

4. [15-14425](#)-A-7 **IN RE: DAVID/DEBBIE GUTIERREZ**
[RTW-2](#)

MOTION FOR COMPENSATION FOR RATZLAFF, TAMBERI & GILL, LLP, ACCOUNTANT(S)
5-6-2025 [\[87\]](#)

RATZLAFF, TAMBERI & GILL, LLP/MV
R. BELL/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

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

Ratzlaff, Tamberi & Gill, LLP ("Movant"), certified public accountant for chapter 7 trustee Jeffrey M. Vetter ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from October 29, 2024 through May 1, 2025. Doc. #87; Ex. A, Doc. #89. Movant provided accounting services valued at \$1,628.00, and requests compensation for that amount. Id. Movant also requests reimbursement for expenses in the amount of \$19.14. Id. This is Movant's first and final fee application.

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

Movant's services included, without limitation: (1) reviewing information regarding tax matters of the debtors; (2) corresponding with Trustee; (3) preparing and finalizing tax returns; and (4) preparing, filing and serving fee application. Ex. A, Doc. #89; Decl. of Christopher A. Ratzlaff, Doc. #90. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$1,628.00 and reimbursement for expenses in the amount of \$19.14. Trustee is authorized to make a combined payment of \$1,647.14, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

5. [25-10628](#)-A-7 **IN RE: JIM/MADONNA CUNNINGHAM**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
6-6-2025 [\[23\]](#)

MARK ZIMMERMAN/ATTY. FOR DBT.
\$34.00 FILING FEE PAID 6/23/25

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the filing fee now due has been paid. No appearance is necessary.

MOTION TO EMPLOY GOULD AUCTION & APPRAISAL COMPANY AS AUCTIONEER,
AUTHORIZING SALE OF PROPERTY AT PUBLIC AUCTION AND AUTHORIZING PAYMENT OF
AUCTIONEER FEES AND EXPENSES
6-2-2025 [\[64\]](#)

JEFFREY VETTER/MV
PETER BUNTING/ATTY. FOR DBT.
D. GARDNER/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 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. 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.

Jeffrey M. Vetter ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Gerardo Evelio Clavel Cartagena² ("Debtor"), moves the court for an order authorizing:

- (1) the employment of Jerry Gould and Gould Auctions & Appraisal Company ("Auctioneer");
- (2) the sale of the following thirteen vehicles at public auction on July 26, 2025 at 10:00 a.m. at 20700 Spence Road, Salinas, California 93908:
 - (i) one 2007 Utility Reefer, VIN: 1UYVS25337U054959;
 - (ii) one 2007 Utility Reefer, VIN: 1UYVS25317U039702;
 - (iii) one 2010 Utility Reefer, VIN: 1UYVS2534AU918313;
 - (iv) one 2010 Utility Reefer, VIN: 1UYVS2537AU898218;
 - (v) one 2010 Utility Reefer, VIN: 1UYVS2534AU898208;
 - (vi) one 2010 Utility Reefer, VIN: 1UYVS2538AU818315;
 - (vii) one 2010 Freightliner, VIN: 1FVACWDT7AHAS3207;
 - (viii) one 2012 Kenworth, VIN: 1XKAD49X8CJ305202;
 - (ix) one 1998 Wabash Utility Reefer, VIN: 1JJV532W7W1L503615;

² While the motion filed refers to the bankruptcy estate of debtor Gerardo Evelio Clavel Cartagena, the declaration of Jerry Gould filed in support of the motion (Doc. #66) states that the auctioneer will conduct a public auction on behalf of the bankruptcy estate of Freon Logistics. The court assumes the declaration of Jerry Gould (Doc. #66) mistakenly refers to Freon Logistics and was intended to refer to Gerardo Evelio Clavel Cartagena.

- (x) one 2004 Utility Trailer Van, VIN: 1UYVS25304U153816;
 - (xi) one 2007 Trailer, VIN: 1UYVS25337U039927;
 - (xii) one 2016 Kenworth, VIN: 1XKYD49X6GJ479595; and
 - (xiii) one 2017 Kenworth, VIN: J132262
- (collectively, "Property"); and

(3) the estate to pay Auctioneer's commission and expenses.

Tr.'s Mot., Doc. #64.

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

Trustee believes that approval of the sale of the Property on the terms set forth in the motion is in the best interests of creditors and the estate. Decl. of Jeffrey M. Vetter, Doc. #67. Trustee's experience indicates that a sale of the Property at public auction will yield the highest net recovery to the estate. Tr.'s Mot., Doc. #64; Vetter Decl., Doc. #67. The proposed sale is made in good faith.

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 Jerry Gould, Doc. #66. Trustee requires Auctioneer's services to advertise the sale of the Property and assist in other matters related to the auction sale of the Property. Vetter Decl., Doc. #67. Trustee has agreed to pay Auctioneer a commission of 15% of the gross sale price and estimated expenses of \$6,500.00. Id. Trustee unambiguously requests pre-approval of payment to Auctioneer pursuant to § 328. Tr.'s Mot., Doc. #64; Vetter Decl., Doc. #67.

Accordingly, pending opposition being raised at the hearing, the court is inclined to GRANT the motion. 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 on the terms set forth in the motion. 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.

7. [22-10735-A-7](#) **IN RE: DOUGLAS/SAMANTHA RICE**
[RTW-2](#)

MOTION FOR COMPENSATION FOR RATZLAFF TAMBERI & GILL, LLP, ACCOUNTANT(S)
5-5-2025 [[61](#)]

RATZLAFF TAMBERI & GILL, LLP/MV
NEIL SCHWARTZ/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Ratzlaff, Tamberi & Gill, LLP ("Movant"), certified public accountant for chapter 7 trustee Jeffrey M. Vetter ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from February 17, 2025 through April 29, 2025. Doc. #61; Ex. A, Doc. #64. Movant provided accounting services valued at \$1,430.00, and requests compensation for that amount. Id. Movant also requests reimbursement for expenses in the amount of \$16.41. Id. This is Movant's first and final fee application.

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

Movant's services included, without limitation: (1) conflict review and preparing employment application; (2) corresponding with Trustee; (3) preparing and finalizing tax returns; and (4) preparing, filing and serving fee

application. Decl. of Christopher A. Ratzlaff, Doc. #63; Ex. A, Doc. #64. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$1,430.00 and reimbursement for expenses in the amount of \$16.41. Trustee is authorized to make a combined payment of \$1,446.41, representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

8. [25-11338](#)-A-7 **IN RE: HERNAN/JOCELYN MARTINEZ**
[PR-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY, MOTION/APPLICATION TO CONFIRM
TERMINATION OR ABSENCE OF STAY
5-29-2025 [[23](#)]

GREGORIO ALVAREZ/MV
PATRICK RIAZI/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

The certificate of service filed in connection with this motion for relief from the automatic stay shows that the chapter 7 trustee was only served electronically pursuant to Federal Rule of Civil Procedure 5 and Federal Rules of Bankruptcy Procedure ("Rule") 7005, 9036 Service. Doc. #29. However, Rules 4001(a)(1) and 9014(b) require service of a motion for relief from the automatic stay to be made pursuant to Rule 7004. Rule 7004(b)(1) provides that service upon an individual be made "by mailing a copy of the summons and complaint to the individual's dwelling house or usual place of abode or to the place where the individual regularly conducts a business or profession." Rule 9036(e) does not permit electronic service when any paper is required to be served in accordance with Rule 7004.

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

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

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-19-2025 [\[14\]](#)

TD BANK, N.A./MV
GRISELDA TORRES/ATTY. FOR DBT.
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, TD Bank, N.A. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2024 Land Rover Range Rover, VIN: SALKP9E95RA220136 ("Vehicle"). Doc. #14.

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 debtors have failed to make at least three complete pre- and post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$10,655.48. Decl. of David L. Tagliaferri, Doc. #16. Movant recovered the Vehicle pre-petition on April 23, 2025. Id.

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 Vehicle is a depreciating asset, and Movant has possession of the Vehicle.

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-16-2025 [\[17\]](#)

NEWREZ LLC/MV
PETER BUNTING/ATTY. FOR DBT.
DANE EXNOWSKI/ATTY. FOR MV.
DISCHARGED 9/3/24

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

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

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the 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.

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

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>.

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtors' interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtors' discharge was entered on September 3, 2024. Doc. #14. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, NewRez LLC dba Shellpoint Mortgage Servicing ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a piece of real property located at 5419 N. Callisch Avenue, Fresno, California 93710 ("Property"). Doc. #17.

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 debtors have been in default since February 1, 2025. Decl. of Justin Alexander, Doc. #19. Movant has produced evidence that debtors are delinquent by at least \$5,968.92. Id.

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 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 are in default since February 1, 2025.

11. [25-11257](#)-A-7 **IN RE: AGUSTIN SEBASTIAN**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
5-9-2025 [\[10\]](#)

AMERICREDIT FINANCIAL SERVICES, INC./MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

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

The certificate of service on the docket showing that motion and supporting documents were served on all parties in interest (Doc. #15) does not comply with Local Rule of Practice 9004-1(c), which requires that all affidavits and certifications shall be signed by the person offering the evidentiary material contained in the document. Here, the name of the person signing the certificate of service was typed on the Certificate of Service Form, but the Certificate of Service Form is not signed. Because a signed certificate of service was not filed, this court cannot confirm that notice of the motion was proper. This motion will be denied without prejudice for failure to comply with this court's local rules.

12. [24-11258](#)-A-7 **IN RE: ORA HOWARD**
[JRL-1](#)

MOTION TO AVOID LIEN OF WINDSOR NORTH OWNERS ASSOCIATION, LLC
5-25-2025 [\[30\]](#)

ORA HOWARD/MV
JERRY LOWE/ATTY. FOR DBT.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the motion on May 30, 2025. Doc. #34.

13. [25-11560](#)-A-7 **IN RE: SANDRA REED**
[LV-2](#)

MOTION TO BAR FUTURE BANKRUPTCY FILINGS
5-28-2025 [\[31\]](#)

LAN VU/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 on May 30, 2025, with a hearing date set for June 25, 2025. Doc. ##57, 62. The motion was set for hearing on less than 28 days' notice and 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, the notice of hearing filed with the motion states 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. The notice of hearing does not comply with LBR 9014-1(f)(2).

MOTION TO EXTEND DEADLINE TO FILE A COMPLAINT OBJECTING TO DISCHARGE
OF THE DEBTOR
5-20-2025 [\[18\]](#)

PETER FEAR/MV
STEPHAN BROWN/ATTY. FOR DBT.
GABRIEL WADDELL/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtor timely filed written non-opposition on June 10, 2025. Doc. #26. 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 non-responding 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.

As a procedural matter, the certificate of service filed in connection with the motion (Doc. #21) states that service on the debtors was completed on June 20, 2025. The court assumes this is a mistake and that service was actually completed on May 20, 2025, the same day that notice of the motion was mailed to all creditors and the motion and supporting documents were filed. Doc. ##18-20. Because the debtors filed written non-opposition to the motion on June 10, 2025 (Doc. #26), the court presumes service on the debtors was actually completed on May 20, 2025 and will grant the motion.

Peter L. Fear, chapter 7 trustee ("Trustee"), moves for an order extending the time for Trustee as well as all creditors and interested parties to file an adversary proceeding to object to the discharge of Ricardo Cazares and Lori Angelica Cazares (together, "Debtors") in this chapter 7 bankruptcy case under 11 U.S.C. § 727. Motion, Doc. #18. Debtors filed a non-opposition to Trustee's motion. Doc. #26.

Federal Rule of Bankruptcy Procedure ("Rule") 4004(a) states that "[i]n a chapter 7 case, a complaint... objecting to a discharge must be filed within 60 days after the first date set for the § 341(a) meeting of creditors." Rule 4004(b)(1) provides that, "[o]n motion of any party in interest, after notice and a hearing, the court may, for cause, extend the time to object to discharge." Trustee's motion was filed within sixty days of the first date set for the meeting of creditors and is timely.

After review of the included evidence, the court finds that "cause" exists to extend the time for filing a complaint objecting to Debtor's discharge under 11 U.S.C. § 727. Debtors' 341 meeting of creditors was continued to June 12, 2025. Decl. of Peter L. Fear, Doc. #20. Upon reviewing the court's docket, the meeting of creditors has been further continued to July 10, 2025 at 3:00 p.m. See court docket entry entered on June 13, 2025. Debtors failed to timely provide documentation needed by Trustee and, at the time this motion was filed, Trustee was still waiting for access to Debtors' accounting software. Fear Decl., Doc. #20. Trustee requires further time to conduct his investigation given the delays. Motion, Doc. #18; Fear Decl., Doc. #20.

Accordingly, the motion is GRANTED. The time for Trustee as well as all creditors and interested parties to file a complaint objecting to the discharge of Debtors is extended to August 31, 2025.

15. [25-11073](#)-A-7 **IN RE: DORA BANDA-HERAS**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
4-30-2025 [\[11\]](#)

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

The movant, 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 2018 Chevrolet Trax, VIN: KL7CJKSB9JB599830 ("Vehicle"). Doc. #11.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least two complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$1,421.19, which includes late fees of \$342.32. Decl. of Adriana Arredondo, Doc. #13. According to the debtor's statement of intention, the Vehicle will be surrendered. Doc. #1.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$8,750.00 and the debtor owes \$20,463.03. Arredondo Decl., Doc. #13.

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 debtor has failed to make at least two pre- and post-petition payments to Movant, the Vehicle is a depreciating asset, and the debtor has stated that the debtor intends to surrender the Vehicle.

16. [25-11074](#)-A-7 **IN RE: PARAMVIR DHILLON**
[SLL-1](#)

MOTION TO AVOID LIEN OF CREDITORS BUREAU, LLC
5-8-2025 [\[22\]](#)

PARAMVIR DHILLON/MV
STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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.

Paramvir Dhillon ("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 Creditors Bureau, LLC ("Creditor") on the residential real property commonly referred to as 11323 N. Via San Toma Drive, Fresno, California 93730 ("Property"). Doc. #22; Am. Schedule C, Doc. #14; 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.

Debtor filed his bankruptcy petition on April 3, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$45,597.49 in favor of Creditor on July 26, 2024. Ex. C, Doc. #24. The abstract of judgment was recorded pre-petition in Fresno County on September 24, 2024, as document number 2024-0088154. Ex. C, Doc. #24. The lien attached to Debtor's interest in the Property located in Fresno County. Id. Debtor asserts a market value for the Property as of the petition date at \$917,000.00. Am. Schedule A/B, Doc. #14. The Property also is encumbered by a first mortgage in favor of Alliant Credit Union in the amount \$190,118.87 and a second mortgage in favor of MSH Asset Vehicle in the amount of \$502,300.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$214,000.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #14.

There appear to be eight senior judicial liens on the Property, and the court relies on the facts stated in the declaration filed in support of the motion to determine the seniority and amount of each lien:

- (1) The first senior judicial lien arises from an abstract of judgment recorded in Fresno County on January 28, 2020 by Salem Real Estate and G. Andrew Slater in the amount of \$52,137.32. Decl. of Paramvir Dhillon, Doc. #25.
- (2) The second senior judicial lien arises from an abstract of judgment recorded in Fresno County on February 26, 2021 by Davinder Sandhu in the amount of \$8,611.48. Id.
- (3) The third senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 1, 2021 by Gurcharan Sidhu in the amount of \$8,106.88. Id.
- (4) The fourth senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 10, 2023 and again on June 7, 2023 by Maalona Killona III in the amount of \$12,913.66. Id.

- (5) The fifth senior judicial lien arises from a Certificate of Lien pursuant to Labor Code § 98.2(g)(1) recorded in Fresno County on June 26, 2023 with respect to a judgment entered in favor of Dany Cha in the amount of \$10,262.38. Id.
- (6) The sixth senior judicial lien was recorded in Fresno County on July 5, 2023 with respect to a judgment entered in favor of Trans Lease, Inc. in the amount of \$1,290,112.41. Id.
- (7) The seventh senior judicial lien was recorded in Fresno County on August 18, 2023 with respect to a judgment entered in favor of Mulligan Funding, LLC in the amount of \$164,431.73. Id.
- (8) The eighth senior judicial lien was recorded in Fresno County on May 3, 2024 with respect to a judgment entered in favor of Pride Fleet Solutions USA, Inc. in the amount of \$87,852.18. Id.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$45,597.49
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$2,326,846.91
Amount of Debtor's claim of exemption in the Property	+	\$214,000.00
		\$2,586,444.40
Value of Debtor's interest in the Property absent liens	-	\$917,000.00
Amount Creditor's lien impairs Debtor's exemption		\$1,669,444.40

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.

17. [25-11074](#)-A-7 **IN RE: PARAMVIR DHILLON**
[SLL-2](#)

MOTION TO AVOID LIEN OF PRIDE FLEET SOLUTIONS USA, INC.
 5-8-2025 [\[17\]](#)

PARAMVIR DHILLON/MV
 STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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.

Paramvir Dhillon ("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 Pride Fleet Solutions ("Creditor") on the residential real property commonly referred to as 11323 N. Via San Toma Drive, Fresno, California 93730 ("Property"). Doc. #17; Am. Schedule C, Doc. #14; 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.

Debtor filed his bankruptcy petition on April 3, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$87,852.18 in favor of Creditor on March 21, 2024. Ex. C, Doc. #19. The abstract of judgment was recorded pre-petition in Fresno County on May 3, 2024, as document number 2024-0040115. Ex. C, Doc. #19. The lien attached to Debtor's interest in the Property located in Fresno County. Id. Debtor asserts a market value for the Property as of the petition date at \$917,000.00. Am. Schedule A/B, Doc. #14. The Property also is encumbered by a first mortgage in favor of Alliant Credit Union in the amount \$190,118.87 and a second mortgage in favor of MSH Asset Vehicle in the amount of \$502,300.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$214,000.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #14.

There appear to be seven senior judicial liens on the Property, and the court relies on the facts stated in the declaration filed in support of the motion to determine the seniority and amount of each lien:

- (1) The first senior judicial lien arises from an abstract of judgment recorded in Fresno County on January 28, 2020 by Salem Real Estate and G. Andrew Slater in the amount of \$52,137.32. Decl. of Paramvir Dhillon, Doc. #20.

- (2) The second senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 1, 2021 by Davinder Sandhu in the amount of \$8,611.48. Id.
- (3) The third senior judicial lien arises from an abstract of judgment recorded in Fresno County on February 26, 2021 by Gurcharan Sidhu in the amount of \$8,106.88. Id.
- (4) The fourth senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 10, 2023 and again on June 7, 2023 by Maalona Killona III in the amount of \$12,913.66. Id.
- (5) The fifth senior judicial lien arises from a Certificate of Lien pursuant to Labor Code § 98.2(g)(1) recorded in Fresno County on June 26, 2023 with respect to a judgment entered in favor of Dany Cha in the amount of \$10,262.38. Id.
- (6) The sixth senior judicial lien was recorded in Fresno County on July 5, 2023 with respect to a judgment entered in favor of Trans Lease, Inc. in the amount of \$1,290,112.41. Id.
- (7) The seventh senior judicial lien was recorded in Fresno County on August 18, 2023 with respect to a judgment entered in favor of Mulligan Funding, LLC in the amount of \$164,431.73. Id.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$87,852.18
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$2,238,994.73
Amount of Debtor's claim of exemption in the Property	+	\$214,000.00
		\$2,540,846.91
Value of Debtor's interest in the Property absent liens	-	\$917,000.00
Amount Creditor's lien impairs Debtor's exemption		\$1,623,846.91

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.

18. [25-11074](#)-A-7 **IN RE: PARAMVIR DHILLON**
[SLL-3](#)

MOTION TO AVOID LIEN OF MULLIGAN FUNDING, LLC
 5-8-2025 [\[27\]](#)

PARAMVIR DHILLON/MV
 STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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.

Paramvir Dhillon ("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 Mulligan Funding, LLC ("Creditor") on the residential real property commonly referred to as 11323 N. Via San Toma Drive, Fresno, California 93730 ("Property"). Doc. #27; Am. Schedule C, Doc. #14; 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.

Debtor filed his bankruptcy petition on April 3, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$164,431.73 in favor of Creditor on June 12, 2023. Ex. C, Doc. #29. The abstract of judgment was recorded pre-petition in Fresno County on August 18, 2023, as document number 2023-0076926. Ex. C, Doc. #29. The lien attached to Debtor's interest in the Property located in Fresno County. Id. Debtor asserts a market value for the Property as of the petition date at \$917,000.00. Am. Schedule A/B, Doc. #14. The Property also is encumbered by a first mortgage in favor of Alliant Credit Union in the amount \$190,118.87 and a second mortgage in favor of MSH Asset Vehicle in the amount of \$502,300.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$214,000.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #14.

There appear to be six senior judicial liens on the Property, and the court relies on the facts stated in the declaration filed in support of the motion to determine the seniority and amount of each lien:

- (1) The first senior judicial lien arises from an abstract of judgment recorded in Fresno County on January 28, 2020 by Salem Real Estate and G. Andrew Slater in the amount of \$52,137.32. Decl. of Paramvir Dhillon, Doc. #30.
- (2) The second senior judicial lien arises from an abstract of judgment recorded in Fresno County on February 26, 2021 by Davinder Sandhu in the amount of \$8,611.48. Id.
- (3) The third senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 1, 2021 by Gurcharan Sidhu in the amount of \$8,106.88. Id.
- (4) The fourth senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 10, 2023 and again on June 7, 2023 by Maalona Killona III in the amount of \$12,913.66. Id.
- (5) The fifth senior judicial lien arises from a Certificate of Lien pursuant to Labor Code § 98.2(g)(1) recorded in Fresno County on June 26, 2023 with respect to a judgment entered in favor of Dany Cha in the amount of \$10,262.38. Id.
- (6) The sixth senior judicial lien arises from an abstract of judgment recorded in Fresno County on July 5, 2023 by Trans Lease, Inc. in the amount of \$1,290,112.41. Id.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$164,431.73
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$2,074,563.00
Amount of Debtor's claim of exemption in the Property	+	\$214,000.00
		<u>\$2,452,994.73</u>
Value of Debtor's interest in the Property absent liens	-	\$917,000.00
Amount Creditor's lien impairs Debtor's exemption		<u>\$1,535,994.73</u>

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.

19. [25-11074](#)-A-7 **IN RE: PARAMVIR DHILLON**
[SLL-4](#)

MOTION TO AVOID LIEN OF TRANS LEASE INC.
 5-8-2025 [\[32\]](#)

PARAMVIR DHILLON/MV
 STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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.

Paramvir Dhillon ("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 Trans Lease Inc. ("Creditor") on the residential real property commonly referred to as 11323 N. Via San Toma Drive, Fresno, California 93730 ("Property"). Doc. #32; Am. Schedule C, Doc. #14; 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.

Debtor filed his bankruptcy petition on April 3, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$1,290,112.41 in favor of Creditor on March 2, 2023. Ex. C, Doc. #35. The abstract of judgment was recorded pre-petition in Fresno County on July 5, 2023, as document number 2023-0061637. Ex. C, Doc. #35. The lien attached to Debtor's interest in the Property located in Fresno County. Id. Debtor asserts a market value for the Property as of the petition date at \$917,000.00. Am. Schedule A/B, Doc. #14. The Property also is encumbered by a first mortgage in favor of Alliant Credit Union in the amount \$190,118.87 and a second mortgage in favor of MSH Asset Vehicle in the amount of \$502,300.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$214,000.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #14.

There appear to be five senior judicial liens on the Property, and the court relies on the facts stated in the declaration filed in support of the motion to determine the seniority and amount of each lien:

- (1) The first senior judicial lien arises from an abstract of judgment recorded in Fresno County on January 28, 2020 by Salem Real Estate and G. Andrew Slater in the amount of \$52,137.32. Decl. of Paramvir Dhillon, Doc. #34.
- (2) The second senior judicial lien arises from an abstract of judgment recorded in Fresno County on February 26, 2021 by Davinder Sandhu in the amount of \$8,611.48. Id.
- (3) The third senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 1, 2021 by Gurcharan Sidhu in the amount of \$8,106.88. Id.
- (4) The fourth senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 10, 2023 and again on June 7, 2023 by Maalona Killona III in the amount of \$12,913.66. Id.
- (5) The fifth senior judicial lien arises from a Certificate of Lien pursuant to Labor Code § 98.2(g)(1) recorded in Fresno County on June 26, 2023 with respect to a judgment entered in favor of Dany Cha in the amount of \$10,262.38. Id.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$1,290,112.41
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$784,450.59
Amount of Debtor's claim of exemption in the Property	+	\$214,000.00
		\$2,288,563.00
Value of Debtor's interest in the Property absent liens	-	\$917,000.00
Amount Creditor's lien impairs Debtor's exemption		\$1,371,563.00

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.

20. [25-11074](#)-A-7 **IN RE: PARAMVIR DHILLON**
[SLL-5](#)

MOTION TO AVOID LIEN OF DANY CHA
5-8-2025 [[37](#)]

PARAMVIR DHILLON/MV
STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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.

Paramvir Dhillon ("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 Dany Cha ("Creditor") on the residential real property commonly referred to as 11323 N. Via San Toma Drive, Fresno, California 93730 ("Property"). Doc. #37; Am. Schedule C, Doc. #14; Schedule D, Doc. #1.

While the judicial lien in the instant motion appears to be a judicial lien of the State of California Labor Commissioner and its assignee Dany Cha, the motion seeks to avoid the lien of Dany Cha only. Therefore, the court is granting the motion only as to Dany Cha's interest in the judicial lien and not as to any interest of the State of California Labor Commissioner in the Certificate of Lien. To the extent Debtor wishes to avoid any interest of the State of California Labor Commissioner in the Certificate of Lien, a new motion would need to be filed and served in accordance with Federal Rule of Bankruptcy Procedure 7004 on the State of California Labor Commissioner, which was not done here.

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.

Debtor filed his bankruptcy petition on April 3, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$10,262.38 in favor of Creditor on June 14, 2023. Ex. C, Doc. #39. A Certificate of Lien pursuant to Labor Code § 98.2(g)(1) was recorded pre-petition as to Debtor in Fresno County on June 26, 2023, as document number 2023-0058771. Ex. C, Doc. #39. Debtor asserts a market value for the Property as of the petition date at \$917,000.00. Am. Schedule A/B, Doc. #14. The Property also is encumbered by a first mortgage

in favor of Alliant Credit Union in the amount \$190,118.87 and a second mortgage in favor of MSH Asset Vehicle in the amount of \$502,300.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$214,000.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #14.

There appear to be four senior judicial liens on the Property, and the court relies on the facts stated in the declaration filed in support of the motion to determine the seniority and amount of each lien:

- (1) The first senior judicial lien arises from an abstract of judgment recorded in Fresno County on January 28, 2020 by Salem Real Estate and G. Andrew Slater in the amount of \$52,137.32. Decl. of Paramvir Dhillon, Doc. #40.
- (2) The second senior judicial lien arises from an abstract of judgment recorded in Fresno County on February 26, 2021 by Davinder Sandhu in the amount of \$8,611.48. Id.
- (3) The third senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 1, 2021 by Gurcharan Sidhu in the amount of \$8,106.88. Id.
- (4) The fourth senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 10, 2023 and again on June 7, 2023 by Maalona Killona III in the amount of \$12,913.66. Id.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$10,262.38
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$774,188.21
Amount of Debtor's claim of exemption in the Property	+	\$214,000.00
		\$998,450.59
Value of Debtor's interest in the Property absent liens	-	\$917,000.00
Amount Creditor's lien impairs Debtor's exemption		\$81,450.59

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.

21. [23-10691](#)-A-7 **IN RE: KAYE KIM**
[DNL-3](#)

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
6-5-2025 [\[219\]](#)

CALVIN J. KIM/MV
LEONARD WELSH/ATTY. FOR DBT.
J. CUNNINGHAM/ATTY. FOR MV.
DEBTOR DISCHARGED: 07/19/2023;

NO RULING.

1. [25-11009](#)-A-13 **IN RE: JACKIE GALLEGOS**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
6-4-2025 [\[29\]](#)

ERIC ESCAMILLA/ATTY. FOR DBT.
\$156.00 FINAL INSTALLMENT PAID

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the installment fees now due have been paid. The case shall remain pending.

2. [25-11310](#)-A-13 **IN RE: FRANCISCO SALCEDO**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
5-29-2025 [\[13\]](#)

LILIAN TSANG/MV
PETER BUNTING/ATTY. FOR DBT.

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

DISPOSITION: Continued to August 6, 2025 at 2:00 p.m.

ORDER: The court will issue an order.

Francisco Salcedo ("Debtor") filed a voluntary petition under chapter 13 as well as a chapter 13 plan ("Plan") on April 23, 2025. Doc. #1, 3. The chapter 13 trustee ("Trustee") objects to confirmation of the Plan because: (1) the Plan does not provide for the full amount of arrears listed on the proof of claim filed by Noble Credit Union; (2) Debtor has not filed, served, and set for hearing a motion to value collateral; and (3) Debtor has not provided pay advices for the month of March 2025. Doc. #13. After reviewing the court's docket, Debtor has filed a motion to value collateral and set that motion for hearing on July 10, 2025 at 9:30 a.m. Doc. #17.

This objection will be continued to August 6, 2025 at 2:00 p.m. Unless this case is voluntarily converted to chapter 7, dismissed, or Trustee's objection to confirmation is withdrawn, Debtor shall file and serve a written response no later than July 23, 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 30, 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 30, 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.

3. [25-10724](#)-A-13 **IN RE: APRIL MAGANO**
[KMM-1](#)

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

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

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

April Rachel Magano ("Debtor") filed a voluntary petition under chapter 13 on March 11, 2025, along with a chapter 13 plan ("Plan") on March 25, 2025. Doc. ##1, 12. NewRez LLC dba Shellpoint Mortgage Servicing ("Creditor") objected to confirmation of the Plan. Doc. #21. The court continued this matter to June 25, 2025 and ordered Debtor to file and serve a written response to Creditor's objection by June 11, 2025; or if Debtor elected to withdraw this Plan, then Debtor had to file, serve, and set for hearing a confirmable modified plan by June 18, 2025. Order, Doc. #27.

Having reviewed the docket in this case, the court finds Debtor has not voluntarily converted this case to chapter 7 or dismissed this case, and Creditor's objection has not been withdrawn. Further, Debtor has not filed and served any written response to Creditor's objection. Debtor has not filed, served, and set for hearing a confirmable modified plan by the time set by the court.

Accordingly, Creditor's objection to the Plan is SUSTAINED on the grounds set forth in Creditor's objection.

4. [25-10724](#)-A-13 **IN RE: APRIL MAGANO**
[LGT-1](#)

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

PETER BUNTING/ATTY. FOR DBT.

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

April Rachel Magano ("Debtor") filed a voluntary petition under chapter 13 on March 11, 2025, along with a chapter 13 plan ("Plan") on March 25, 2025. Doc. ##1, 12. The chapter 13 trustee ("Trustee") objected to confirmation of the Plan. Doc. #18. The court continued this matter to June 25, 2025 and

ordered Debtor to file and serve a written response to Trustee's objection by June 11, 2025; or if Debtor elected to withdraw this Plan, then Debtor had to file, serve, and set for hearing a confirmable modified plan by June 18, 2025. Order, Doc. #29.

Having reviewed the docket in this case, the court finds Debtor has not voluntarily converted this case to chapter 7 or dismissed this case, and Trustee's objection has not been withdrawn. Further, Debtor has not filed and served any written response to Trustee's objection. Debtor has not filed, served, and set for hearing a confirmable modified plan by the time set by the court.

Accordingly, Trustee's objection to the Plan is SUSTAINED on the grounds set forth in Trustee's objection.

5. [25-11225](#)-A-13 **IN RE: THERESA PICOU**
[JCW-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY CAPITAL ONE AUTO FINANCE
6-3-2025 [\[22\]](#)

CAPITAL ONE AUTO FINANCE/MV
JENNIFER WONG/ATTY. FOR MV.

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

DISPOSITION: Continued to August 6, 2025 at 2:00 p.m.

ORDER: The court will issue an order.

Theresa Ann Picou ("Debtor") filed a voluntary petition under chapter 13 as well as an amended chapter 13 plan ("Plan") on April 15, 2025. Doc. #1, 9. Capital One Auto Finance ("Creditor") objects to confirmation of the Plan because the Plan proposes to pay 5.7% interest on Creditor's claim, which does not comply with Till v. SCS Credit Corp., 541 U.S. 465 (2004). Doc. #22.

This objection will be continued to August 6, 2025 at 2:00 p.m. Unless this case is voluntarily converted to chapter 7, dismissed, or Creditor's objection to confirmation is withdrawn, Debtor shall file and serve a written response no later than July 23, 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 30, 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 30, 2025. If Debtor does not timely file a modified plan or a written response, this objection to confirmation will be sustained on the grounds stated in Creditor's objection without a further hearing.

6. [25-11225](#)-A-13 **IN RE: THERESA PICOU**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
5-29-2025 [\[19\]](#)

LILIAN TSANG/MV

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

DISPOSITION: Continued to August 6, 2025 at 2:00 p.m.

ORDER: The court will issue an order.

Theresa Ann Picou ("Debtor") filed a voluntary petition under chapter 13 as well as an amended chapter 13 plan ("Plan") on April 15, 2025. Doc. #1, 9. The chapter 13 trustee ("Trustee") objects to confirmation of the Plan because (1) Debtor has failed to provide Trustee with required documents including, but not limited to, proof of identification, proof of social security number, pay advices for the 60 days prior to filing, and 2024 tax returns; and (2) Debtor has failed to appear at the 341 meeting of creditors. Doc. #19. Debtor's 341 meeting of creditors has been continued to June 24, 2025 at 1:00 p.m. See court docket entry entered on May 27, 2025.

This objection will be continued to August 6, 2025 at 2:00 p.m. Unless this case is voluntarily converted to chapter 7, dismissed, or Trustee's objection to confirmation is withdrawn, Debtor shall file and serve a written response no later than July 23, 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 30, 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 30, 2025. If Debtor does not timely file a modified plan or a written response, this objection to confirmation will be sustained on the grounds stated in Trustee's objection without a further hearing.

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

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

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

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

The debtor filed an amended plan on June 16, 2025 (Doc. #35), 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.

8. [25-11626](#)-A-13 **IN RE: ROBERT DRENOSKE**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
6-2-2025 [[11](#)]
DISMISSED 6/6/25

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

DISPOSITION: Dropped as moot.

ORDER: The court will issue an order.

An order dismissing this case was entered on June 6, 2025. Doc. #14. Therefore, this order to show cause will be DROPPED AS MOOT.

9. [24-11630](#)-A-13 **IN RE: SHALONDA COLBERT**
[MAZ-1](#)

MOTION TO MODIFY PLAN
5-9-2025 [[32](#)]

SHALONDA COLBERT/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

10. [25-11237](#)-A-13 **IN RE: BLAKE HORNUNG**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
5-28-2025 [[20](#)]

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

NO RULING.

11. [25-11237](#)-A-13 **IN RE: BLAKE HORNUNG**
[NLG-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY VILLAGE CAPITAL & INVESTMENT LLC
5-15-2025 [[16](#)]

VILLAGE CAPITAL & INVESTMENT LLC/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
NICHOLE GLOWIN/ATTY. FOR MV.

NO RULING.

12. [25-11344](#)-A-13 **IN RE: JHANET AGUILAR**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
5-29-2025 [\[14\]](#)

LILIAN TSANG/MV
STEPHEN LABIAK/ATTY. FOR DBT.
RESPONSIVE PLEADING
WITHDRAWN 6/17/25

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the objection to confirmation on June 17, 2025. Doc. #20.

13. [25-11870](#)-A-13 **IN RE: GENYL BAYONA**
[PLG-1](#)

MOTION TO EXTEND AUTOMATIC STAY
6-6-2025 [\[8\]](#)

GENYL BAYONA/MV
RABIN POURNAZARIAN/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 Genyl Cordero Bayona ("Debtor") moves the court for an order extending the automatic stay pursuant to 11 U.S.C. § 362(c)(3)(B).

Debtor had a chapter 13 case pending within the preceding one-year period that was dismissed, Case No. 24-12870 (Bankr. E.D. Cal.) ("Prior Case"). The Prior Case was filed on October 2, 2024 and dismissed on April 17, 2025. Decl. of Genyl Cordero Bayona, Doc. #10. 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 June 3, 2025. Petition, Doc. #1. The automatic stay will terminate in the present case on July 3, 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 not filed in good faith if (1) the debtor filed more than one prior case in the preceding year; (2) the debtor 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) the debtor 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. Debtor failed to perform the terms of a confirmed plan in the Prior Case. A review of the court's docket in the Prior Case discloses that a chapter 13 plan was confirmed on November 21, 2024, the chapter 13 trustee ("Trustee") filed a Notice of Default and Intent to Dismiss Case ("Notice") on March 6, 2025, and the court dismissed the Prior Case upon Trustee's declaration that Debtor failed to address the Notice in the time and manner prescribed by LBR 3015-1(g). See Case No. 24-12870, Doc. #22, 25, 29. Debtor acknowledges that the Prior Case was dismissed for Debtor's failure to timely pay plan payments. Bayona Decl., Doc. #10.

In support of this motion to extend the automatic stay, Debtor declares that the failure to make plan payments in the Prior Case was caused by multiple automatic bill payments resulting in insufficient funds in Debtor's bank accounts. Bayona Decl., Doc. #10. Debtor states that he no longer has automatic payments set up, and instead manually pays his bills. Id. Debtor further declares that the instant case was filed so he can pay the arrears on his primary residence and avoid foreclosure on his primary residence. Id. Debtor's proposed plan payments no longer include Debtor's wife's unsecured debts, and Debtor is confident that a chapter 13 plan will be confirmed. Id. Debtor filed a proposed plan on June 3, 2025. Doc. #3. Debtor's Schedules I and J filed in this case list Debtor's monthly income of \$12,461.90 and expenses of \$5,316.67, resulting in monthly net income of \$7,145.23. Schedules I & J, Doc. #1. Debtor proposes to pay \$2,376.00 in monthly plan payments. Schedules I and J, Doc. #1; Chapter 13 plan, Doc. #3.

The court finds that Debtor's explanation as to how automatic withdrawals from Debtor's bank accounts during the Prior Case created insufficient funds that prevented successful plan payments in the Prior Case rebuts the presumption of bad faith that arose from the failure to perform the terms of the confirmed plan in the Prior Case and that Debtor's petition commencing this case was filed in good faith. Further, there is reason to conclude that this case will result in a confirmed plan that will be fully performed.

Accordingly, pending opposition being raised to the hearing, the court will GRANT the motion and extend the automatic stay for all purposes only as to those parties named in Debtor's motion (Doc. #8), unless terminated by further order of the court.

14. [25-11071](#)-A-13 **IN RE: GREG HERNANDEZ**
[DEF-2](#)

MOTION TO CONFIRM PLAN
4-29-2025 [\[24\]](#)

GREG HERNANDEZ/MV
DAVID FOYIL/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

15. [24-13576](#)-A-13 **IN RE: MICHAEL/TARA BALTIS**
[SLL-1](#)

MOTION FOR COMPENSATION FOR STEPHEN L. LABIAK, DEBTORS ATTORNEY(S)
5-19-2025 [\[30\]](#)

STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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.

Stephen L. Labiak ("Movant"), counsel for Michael Arnold Baltis and Tara Ellen Baltis (together, "Debtors"), the debtors in this chapter 13 case, requests interim allowance of compensation in the amount of \$10,830.00 and reimbursement for expenses in the amount of \$421.80 for services rendered from August 10, 2024 through May 14, 2025. Doc. #30. Debtors' confirmed plan provides, in addition to \$500.00 paid prior to filing the case, for \$12,500.00 in attorney's fees to be paid through the plan. Plan, Doc. #3. No prior fee application has

been filed. Debtors consent to the amount requested in Movant's application. Decl. of Michael Arnold Baltis, Doc. #34.

Section 330(a) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 13 case. 11 U.S.C. § 330(a)(1), (4)(B). The court may allow reasonable compensation to the chapter 13 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) prepetition consultation with Debtors and fact gathering, including independently verifying information; (2) preparing voluntary petition, schedules and related forms and amendments thereto; (3) preparing for and attending 341 meeting of creditors; (4) preparing and confirming Debtors' chapter 13 plan, including addressing objections thereto; (5) claim administration; (6) preparing fee applications; and (7) general case administration. Decl. of Stephen L. Labiak, Doc. #32; Exs. B, C & D. Doc. #35. The court finds that the compensation and reimbursement sought are reasonable, actual, and necessary, and the court will approve the motion.

This motion is GRANTED. The court allows on an interim basis compensation in the amount of \$10,830.00 and reimbursement for expenses in the amount of \$421.80, totaling in the amount of \$11,251.80 to be paid in a manner consistent with the terms of the confirmed plan.

16. [25-10127](#)-A-13 **IN RE: DANIEL GONZALEZ AND DANIELLE BLACK**
[TCS-1](#)

MOTION TO VALUE COLLATERAL OF PRESTIGE FINANCIAL SERVICES
6-11-2025 [\[30\]](#)

DANIELLE BLACK/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

Federal Rule of Bankruptcy Procedure ("Rule") 9014(b) requires a motion to value collateral under 11 U.S.C. § 506 be served "in the manner provided for service of a summons and complaint by Rule 7004." Service of the motion on Prestige Financial Services ("Creditor") does not satisfy Rule 7004.

Rule 7004(b)(3) provides that service upon a domestic corporation be mailed "to the attention of an officer, managing or general agent, or to any other agent authorized by appointment or law to receive service of process[.]" Fed. R. Bankr. P. 7004(b)(3). The certificate of service filed in connection with this motion does not show that Creditor, which is a corporation, was served to the attention of anyone. See Doc. #34.

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

1. [17-13776](#)-A-7 **IN RE: JESSICA GREER**
[18-1017](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
4-23-2018 [\[1\]](#)

SALVEN V. CALIFORNIA DEPARTMENT OF FOOD &
SHARLENE ROBERTS-CAUDLE/ATTY. FOR PL.

NO RULING.

At the hearing, the counsel for the plaintiff and the defendant should be prepared to explain to the court why a joint status report was not filed by June 18, 2025, as previously ordered. See Doc. #157.

2. [24-12084](#)-A-7 **IN RE: JANETTE MAPANAO**
[24-1045](#) [DMG-1](#)

MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT
5-27-2025 [\[19\]](#)

JASSAR V. MAPANAO
D. GARDNER/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 the answering defendant 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 motion and exhibits to not comply with LBR 7015-1. LBR 7015-1 requires the party seeking to amend a pleading before trial to include as exhibits to the motion: "(1) a copy of the proposed amendment, amended or supplemental pleading, which must be serially numbered to differentiate it from previous pleadings or amendments; and (2) either a redline copy, which compares the proposed pleading to the most recent applicable pleading, or a table that specifies the location by citation to the

page and paragraph and receives verbatim each addition or deletion." LBR 7015-1. Here, the plaintiff should have filed and served this motion with attached exhibits that included redline copy or a table specifying the changes made in the proposed amended complaint.

Palvinder Jassar ("Plaintiff") moves for an order granting leave to file an amended complaint pursuant to Federal Rule of Civil Procedure ("Rule") 15, made applicable to this adversary proceeding by Federal Rule of Bankruptcy Procedure 7015, and LBR 7015-1 to include a second claim for relief for non-dischargeability of debt under 11 U.S.C. § 523(a)(2)(B). Doc. #19. No objections have been filed in response to this motion.

Plaintiff initiated this adversary proceeding by filing a complaint on November 4, 2024 ("Complaint"). Complaint, Doc. #1. The Complaint has not been amended previously. Defendant Janette Dulay Mapanao ("Defendant") answered the Complaint on November 21, 2024. Doc. #8.

Rule 15(a) permits a party to amend its pleading once as a matter of course within 21 days after serving it, 21 days after service of a responsive pleading, or 21 days after a motion under Rule 12(b), (e), or (f), whichever is earlier. Rule 15(a). In all other cases, a party may amend its pleading only with the opposing party's written consent or the court's leave. Rule 15(a)(2). The court should freely give leave when justice so requires. Id.

Courts should consider four factors in determining whether to grant leave to amend a complaint: bad faith, undue delay, prejudice to the opposing party, and futility of the amendments. Foman v. Davis, 371 U.S. 178, 182 (1962). Prejudice to the opposing party is the strongest factor. In the absence of prejudice, or a "strong showing" of the other factors, "[t]here is a presumption that leave to amend should be granted." Eminence Capital, LLC v. Aspeon, Inc., 316 F.3d 1048, 1052 (9th Cir. 2003); Shaw v. Burke, No. 17-cv-2386, 2018 WL 2459720, at *3 (C.D. Cal. May 1, 2018).

- (1) Bad faith: Plaintiff asserts that the parties made their initial disclosures and exchanged evidence that resulted in the discovery of evidence to support adding a second claim for relief under 11 U.S.C. § 523(a)(2)(B). Doc. #19; Decl. of D. Max Gardner, Doc. #21. There is no indication that Plaintiff has acted in bad faith. This factor supports granting leave to amend the Complaint.
- (2) Undue delay: The Complaint was originally filed on November 4, 2024. The new information supporting the new claim for relief was not discovered until the exchange of initial disclosures and evidence between the parties. Doc. #19; Gardner Decl., Doc. #21. Because this new information was recently discovered, this factor weighs in favor of granting leave to amend the Complaint.
- (3) Prejudice to opposing party: Plaintiff asserts that no prejudice will arise to Defendant if a second claim for relief is added in this matter because the parties are commencing discovery, have time to depose each other, and will not experience a delay in the case. Doc. #19; Gardner Decl., Doc. #21. Defendant has not opposed this motion or shown the court that Defendant will suffer any prejudice by the court granting Plaintiff leave to file the amended complaint. This factor weighs in favor of granting leave to amend the Complaint.
- (4) Futility of the amendment: Plaintiff asserts the amendment is necessary to add new information obtained after the parties made their initial disclosures and exchanged evidence that supports adding a second claim for relief under 11 U.S.C. § 523(a)(2)(B). Plaintiff has provided a

copy of the proposed amended complaint that includes Plaintiff's proposed second claim for relief for non-dischargeability of debt under 11 U.S.C. § 523(a)(2)(B). Ex. A, Doc. #22. This factor weighs in favor of granting leave to amend the Complaint.

On balance, the factors weigh in favor of granting the motion for leave to amend the Complaint.

Accordingly, the motion is GRANTED. Plaintiff shall file the amended complaint no later than July 9, 2025. No new summons shall be issued.

3. [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.
DISMISSED 6/11/25

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

DISPOSITION: Dropped from calendar moot.

NO ORDER REQUIRED.

An order dismissing this case was entered on June 11, 2025. Doc. #27. Therefore, this status conference will be DROPPED FROM CALENDAR.