



**UNITED STATES BANKRUPTCY COURT**  
**Eastern District of California**  
**Honorable René Lastreto II**  
**Department B – Courtroom #13**  
**Fresno, California**  
**Hearing Date: Tuesday, July 15, 2025**

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

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

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

Please also note the following:

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

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

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

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

## INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [25-11722](#)-B-11     **IN RE: ESTATE OF NANCY MCNERNEY**  
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION  
5-27-2025    [[1](#)]

DISMISSED 6/24/25

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

DISPOSITION:     Dropped and taken off calendar.

No order is required.

An order dismissing the case was entered on June 24, 2025. Doc. #20. Accordingly, the Status Conference will be taken off calendar as moot. No appearance is necessary.

2. [24-12751](#)-B-11     **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU KAUR**  
[FW-8](#)

MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION TO PAY  
6-24-2025    [[213](#)]

HARSIMRAN SANDHU/MV  
PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING:     This matter will proceed as scheduled.

DISPOSITION:     Granted subject to higher and better bids.

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

Bikram Singh ("Bikram") and Harsimran Kaur, Debtors and Debtors-in-Possession herein (collectively "Debtors" or "DIP") in the above-styled Chapter 11 proceeding, move for authority to (1) sell, pursuant to 11 U.S.C. § 363(b), two tracts of real property consisting of 36.51 acres of farmland with multiple residences, almond trees, and outbuildings (collectively "the Property"); and (2) pay a broker commission of \$10,000 to the buyer's broker. Docs. ##213 et seq. The proposed total sale price is a total of \$1,010,000.00 and the stalking horse buyer is Harpreet Singh (hereinafter "Buyer"), who is not related to either Debtor. *Id.* The proposed sale price is subject to higher and better overbids made through the overbid procedures as outlined in the moving papers. *Id.*

The motion is supported by the Declaration of Bikram Singh and Exhibits consisting of a copy of the sale contract for each of the two tracts. *Id.* Debtors propose to sell the Property free and clear of liens pursuant to 11 U.S.C. § 363(f). *Id.* Debtors also seek authorization to execute all documents necessary to effectuate the sale of the Property and to pay a broker's commission out of escrow in the amount of \$10,000.00. *Id.* This commission is to be paid to Buyer's broker, KZZ Inc., as Debtors were not represented by a broker and KZZ Inc. was the one who "brought the proposed buyer to the table." Doc. #216.

This motion was filed and served pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and Federal Rule of Bankruptcy Procedure 2002(a)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and GRANT the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

#### BACKGROUND

The Debtors filed for Chapter 11 bankruptcy on September 22, 2024. Doc. #1. According to Mr. Singh, Debtors were approached by KZZ Inc. who conveyed an offer by Buyer to purchase the Property. Doc. #216. The pertinent terms of the two agreements to sell the Property ("the Sales Contracts") are as follows:

- a. Buyer shall pay initial deposits totaling the amount of \$45,000.00, which amounts have been paid and placed into escrow;
- b. The remaining balance of the total purchase price for both parcels, \$965,000.00 shall be paid at closing by the Buyer;
- c. Other than the \$10,000.00 paid to KZZ Inc., Buyer shall pay all closing costs so that the remaining \$1,000,000 net amount can be paid to American AgCredit, FLCA ("AgCredit"), the secured lender whose deed of trust encumbers the Property with an aggregate balance of \$1,028,872.02; and
- d. The sale is subject to bankruptcy court approval, and subject to higher and better bid at the hearing.

Docs. ##215-16.

#### DISCUSSION

##### Sale of Property

11 U.S.C. § 363(b)(1) allows the trustee to "sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under 11 U.S.C. § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business

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

11 U.S.C. § 1107 gives a chapter 11 debtor in possession all rights and powers of a trustee, other than the right to compensation under § 330, and requires the debtor in possession to perform all the functions and duties of a trustee, except those specified in § 1106(a)(2), (3), and (4). Thus, Debtors may sell estate property by motion which the court reviews under the same principles as § 363 trustee sales as outlined above.

Sales to an insider are subject to heightened scrutiny. *Alaska Fishing Adventure, LLC*, 594 B.R. at 887 citing *Mission Product Holdings, Inc. v. Old Cold, LLC (In re Old Cold LLC)*, 558 B.R. 500, 516 (B.A.P. 1st Cir. 2016). Although Buyer has the same surname (Singh) as Bikram, the moving papers assert that the two are not related. Docs. #213, #216.

Property is listed in *Schedule A/B* on line 1.3 with a value of \$1 million. Doc. #21. Debtors exempted the Property on *Schedule C* up to a maximum exemption of \$416,000.00 pursuant to C.C.P. § 704.730. *Id.*

Debtors entered into the Sale Contract with Buyer to sell Property for an aggregate purchase price of \$1,010,000.00. Docs. ##215-16. Property is subject to a deed of trust in favor of AgCredit with a balance of \$1,028,872.02. *Id.* While AgCredit's claim exceeds the sale price by 18,872.02, Bikram declares that AgCredit has agreed to accept \$1 million from the sale. Doc. #216. However, the moving papers contain no evidence confirming AgCredit's consent to the sale. The remaining \$10,000.00 of the sale price will be paid to KZZ Inc. as commission. *Id.* In the event that the winning bid exceeds the stalking horse purchase price, Debtors request that any remainder after AgCredit and KZZ Inc. are satisfied be paid to them up to the maximum of their homestead exemption. *Id.* Debtors declare that no taxes are owed on the Property and that Buyer will be paying all closing costs. *Id.*

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

Sale price	\$1,010,000.00
AgCredit Deed of Trust	(\$1,000,000.00)
Estimated Taxes	\$0.00
Estimated Costs of Sale	\$0.00
Broker Fee	(\$10,000.00)
Closing costs (to be paid by Buyer)	\$0.00
<b>Estimated net proceeds to estate</b>	<b>\$0.00</b>

*Id.* Under 11 U.S.C. § 363(f), the DIP may sell estate property of the estate outside the ordinary course of business, after notice and a hearing, free and clear of "any interest in such property of an entity other than the estate if such entity consents to the sale. 11 U.S.C. § 363(f)(2). Debtors declare that AgCredit will consent to the sale if it receives a net payment of \$1 million on its claim, but no confirmation of this agreement with AgCredit has been made a part of the record. If Debtors provide such confirmation of the agreement, the court will approve the sale free and clear of AgCredit's lien.

The sale under these circumstances should maximize potential recovery for the estate. The sale of the Property appears to be in the best interests of the estate because it will satisfy AgCredit's deed of trust. The sale appears to be supported by a valid business judgment and proposed in good faith. Therefore, this sale is an appropriate exercise of Debtors' business judgment and will be given deference. If there is no opposition at the hearing and evidence of AgCredit's consent is provided, the court is inclined to GRANT the sale motion subject to higher and better bids.

#### Real Estate Brokers' Compensation

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

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

The Debtors have not employed a broker. Rather, KZZ Inc. was employed by Buyer, and the motion proposes to pay KZZ Inc. a flat fee in the amount of \$10,000.00 out of the sale proceeds. Doc. #216. The court will authorize Debtors to pay KZZ Inc.'s commission as prayed.

#### Overbid Procedure

Any party wishing to overbid shall, prior to the hearing, comply with the overbid procedures as outlined in the *Notice of Hearing* which was filed along with the instant motion. Doc. #214.

Waiver of 14-day Stay

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

11:00 AM

1. [25-11320](#)-B-7     **IN RE: JESSE DANIEL MARTINEZ**

REAFFIRMATION AGREEMENT WITH NOBLE CREDIT UNION  
6-20-2025     [\[15\]](#)

ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION:     Denied.

ORDER:             The court will issue an order.

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

A Reaffirmation Agreement between Jesse Martinez ("Debtor") and Noble Credit Union for a 2024 Chevrolet Traverse ("Vehicle") was filed on June 20, 2025. Doc. #15.

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

The documents submitted in support of the reaffirmation agreement include information that the Debtor is a co-signer on the contract. This means another party may be liable for this obligation.

The court finds no evidence that this Reaffirmation Agreement is in the best interest of the Debtor. Accordingly, approval of the Reaffirmation Agreement between Debtor and Noble Credit Union will be DENIED.



1:30 PM

1. [25-10045](#)-B-7     **IN RE: MONIQUEKA RABARA**  
[GAL-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION TO  
COMPEL ABANDONMENT  
6-16-2025    [\[27\]](#)

REGIONAL ACCEPTANCE COMPANY/MV  
GRISelda TORRES/ATTY. FOR DBT.  
GARRY MASTERSON/ATTY. FOR MV.  
DISCHARGE 5/27/25

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

DISPOSITION:     Denied without prejudice.

ORDER:             The court will enter the order.

Regional Acceptance Company ("Movant") seeks an order lifting the automatic stay under 11 U.S.C. § 362 in the above-captioned matter so that Movant may enforce its remedies against the personal property in accordance with applicable non-bankruptcy law on a 2020 Chevrolet Equinox (VIN 2GNAXKEV3L6213897).

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

LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR 9014. LBR 9014, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the Notice of the Motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice only directed that written opposition should be served upon Movant's counsel. See *Doc. #28*. However, as the motion to lift stay implicates assets of the estate, the U.S. Trustee is not included among "the persons who must be served with such opposition."

Accordingly, the Notice is deficient, and this motion must be DENIED WITHOUT PREJUDICE.