



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Wednesday, July 16, 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. [25-11500](#)-B-13 **IN RE: STEPHEN/ELIZABETH RAYBURN**
[WJH-1](#)

AMENDED OBJECTION TO CONFIRMATION OF PLAN BY FRESNO OXYGEN
AND WELDING SUPPLIERS, INC.
6-20-2025 [\[21\]](#)

FRESNO OXYGEN AND WELDING SUPPLIERS, INC./MV
GABRIEL WADDELL/ATTY. FOR DBT.
IAN QUINN/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to August 13, 2025, at 9:30 a.m.

ORDER: The court will issue an order.

This Objection to Confirmation by Fresno Oxygen and Welding Suppliers, Inc. d/b/a Barns Welding Supply ("Claimant") will be CONTINUED to August 13, 2025, at 9:30 a.m. to be heard in conjunction with Claimant's *Motion to Dismiss* this Chapter 13 case which is set for hearing on that date. See Docs. #35 et seq. (DCN WJH-3).

2. [25-11712](#)-B-13 **IN RE: MICHAEL TOLENTINO**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
6-25-2025 [\[13\]](#)

JERRY LOWE/ATTY. FOR DBT.

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

DISPOSITION: Continued to August 13, 2025, at 9:30 a.m.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Michael Tolentino ("Debtor") on May 24, 2025, on the following basis:

1. The plan does not satisfy the liquidation test. Debtor proposes a 0% dividend to general unsecured creditors. But Debtor has significant non-exempt assets totaling \$10,096.32. Trustee argues that to meet the liquidation test, the plan must pay at least 23.53% to unsecured creditors, with a minimum payment of \$1,364.80 per month for 60 months.

2. The Trustee has not yet concluded the Meeting of the Creditors as Debtor failed to provide necessary required documents and disclose several assets. The continued meeting will be held on July 29, 2025. Also, Debtor has failed to provide certain required documents, including but not limited to (a) the Domestic Support Obligation Checklist and (b) Proof of Third-Party Contributions.
3. The Disclosure of Compensation of Attorney for Debtor is incorrect and does not match the standardized form for this district, specifically regarding questions 5 and 6 which are missing from the Disclosure.

Doc. #13.

This objection will be CONTINUED to August 13, 2025, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

3. [25-11714](#)-B-13 **IN RE: ISRAEL/ESMERALDA ESPITIA**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
6-25-2025 [\[15\]](#)

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

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

DISPOSITION: Continued to August 13, 2025, at 9:30 a.m.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Israel and Esmeralda Espitia ("Debtors") on May 24, 2025, on the following basis:

1. The Trustee has not yet concluded the Meeting of the Creditors as Debtor failed to provide necessary proof of identification and Social Security numbers. The continued meeting will be held on July 29, 2025. Trustee has requested an Amended Petition with Debtor's corrected full name. Trustee may supplement this objection upon becoming aware of further confirmation issues.

Doc. #15.

This objection will be CONTINUED to August 13, 2025, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

4. [25-11017](#)-B-13 **IN RE: CARLOS TORRES**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR
RELIEF FROM CO-DEBTOR STAY
6-12-2025 [[18](#)]

BMW FINANCIAL SERVICES NA, LLC/MV
RABIN POURNAZARIAN/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.
DISMISSED 6/30/25

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

On June 23, 2025, Carlos Torres ("Debtor") filed a motion for voluntary dismissal of this Chapter 13 case. Doc. #29. The court entered an order granting the motion on June 30, 2025. Doc. #33. This motion for stay relief will be DENIED AS MOOT.

As an informative matter, please note the following:

First, 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. #19*. However, as the motion to lift stay implicates assets of the estate, the Chapter 7 Trustee and the U.S. Trustee should be included among "the persons who must be served with such opposition," but their names and addresses were not included in the Notice.

Second, Chapter 7 trustee Lilian G. Tsang ("Trustee") was not properly served. Federal Rule of Bankruptcy Procedure ("Rule") 4001(a)(1) requires motions for relief from the automatic stay to be made in accordance with Rule 9014. Rule 9014(b) requires motions in contested matters to be served upon the parties against whom relief is being sought pursuant to Rule 7004. Since this motion will affect property of the estate, the Chapter 7 Trustee must be served in accordance with Rule 7004(b)(1). Here, the Certificate of Service did not include the Trustee as a party that was served by "United States mail." Doc. #24.

Had the case not been dismissed, this motion would be denied without prejudice because the Notice is deficient according to LBR 4001-1 and the Trustee was not properly served in accordance with Rule 4001(a)(1).

5. [20-11118](#)-B-13 **IN RE: MARC ROCHA**
[LGT-1](#)

CONTINUED MOTION TO DISMISS CASE
5-6-2025 [\[48\]](#)

LILIAN TSANG/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Denied as moot.

ORDER: The court will prepare the order.

On this date, the court granted this Debtor's *Motion for Hardship Discharge*. See *Item #7, below*. Accordingly, this *Motion to Dismiss* will be DENIED

6. [20-11118](#)-B-13 **IN RE: MARC ROCHA**
[TCS-2](#)

MOTION TO MODIFY PLAN
6-10-2025 [\[53\]](#)

MARC ROCHA/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Denied as moot.

ORDER: The court will prepare the order.

On this date, the court granted this Debtor's *Motion for Hardship Discharge*. See *Item #7, below*. Accordingly, this *Motion to Modify Plan* will be DENIED as moot.

7. [20-11118](#)-B-13 **IN RE: MARC ROCHA**
[TCS-3](#)

MOTION FOR HARDSHIP DISCHARGE
6-17-2025 [\[63\]](#)

MARC ROCHA/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Granted.

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

Marc Rocha ("Debtor") moves for a hardship discharge pursuant to 11 U.S.C. § 1328(b). Doc. #63.

This motion will be GRANTED.

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

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

No party in interest has responded to the motion except for the Chapter 13 Trustee, who filed a Notice of Non-Opposition. Doc. #71.

The debtor filed her first Chapter 13 plan on March 19, 2020, and the plan was confirmed on September 1, 2020. Docs. #2, #21. Debtor completed 60 monthly payments according to the confirmed plan. Doc. #65 (Decl. of Marc Rocha). On March 6, 2025, the Chapter 13 Trustee filed a *Motion to Dismiss* the case stating that "[a]s of May 6, 2025, the total claims filed herein require an aggregate payment of \$14,577.12. Debtor has only paid \$8,290.51. Therefore, the remaining claims, plus trustee compensation that need to be paid pursuant to the plan, total \$6,286.61." Doc. #48. See *Item #5*, above.

This discrepancy between the amount paid pursuant to the plan and the amount required to complete the plan apparently arose because an unsecured claim filed for a debt which Debtor asserts was past the statute of limitations but to which neither Debtor's counsel nor Trustee objected greatly increased the total amount of general unsecured claims. Doc. #65. Because the claim was allowed, the amount paid into the plan for the Class 7 dividend was insufficient to ensure that general unsecured creditors would get at least a 6% dividend as was called for in the confirmed plan. Docs. #65, #2 (at 3.14).

In response to the *Motion to Dismiss*, Debtor attempted to modify the confirmed plan to reduce the distribution to general unsecured creditors from 6% to 2.4%. Docs. #53 (Motion to Modify Plan; see *Item #6*, above) and #58 (First Modified Plan). The Trustee objected to confirmation of the First Modified Plan on the grounds that (1) some creditors had already been paid more than 2.4% but other had not and not be possible to achieve an equal pro rata distribution and (2) the proposed modification would cause the plan's duration to exceed 60 months. Doc. #69.

Debtor now seeks a hardship discharge because he has suffered a stroke and will not be able to continue in his prior employment as a truck driver. Doc. #65. The chapter 13 trustee did not oppose.

11 U.S.C. § 1328(b) provides that at any time after confirmation of the plan and after notice and a hearing, the court may grant a discharge to a debtor that has not completed payments under the plan only if -

- (1) the debtor's failure to complete such payments is due to circumstances for which the debtor should not justly be held accountable;
- (2) the value, as of the effective date of the plan, of property actually distributed under the plan on account of each allowed unsecured claim is not less than the amount that would have been paid on such claim if the estate of the debtor had been liquidated under chapter 7 of this title on such date; and
- (3) modification of the plan under section 1329 of this title is not practicable.

11 U.S.C. § 1328(b).

The debtor bears the burden of proving each element required under § 1328(b). *In re Grice*, 319 B.R. 141, 143 (Bankr. E.D. Mich. 2004); *In re Cummins*, 266 B.R. 852, 855 (Bankr. N.D. Iowa 2001); *Bandilli v. Boyajian (In re Bandilli)*, 231 B.R. 836, 839 (B.A.P. 1st Cir. 1999). "The three-prong requirements of § 1328(b) are in the conjunctive, requiring compliance with each subsection thereof." *In re Dark*, 87 B.R. 497, 499 (Bankr. N.D. Ohio 1988).

As one court stated, "in essence, a hardship discharge is the equivalent of a chapter 7 discharge. The benefit that the Debtor now seeks is a chapter 7 discharge, and not the special discharge of § 1328(a)." *In re Grice*, 319 B.R. at 145. "That the Debtor tried to pay them more in her chapter 13, but failed because of her illness, should not bar her from receiving the same discharge that she would have been entitled under a chapter 7." *Id.*

"The first subsection of 1328(b) requires that the circumstances leading to the debtor's failure to make payments be beyond the debtor's control. *In re Cummins*, 266 B.R. at 855, citing *In re Schleppi*, 103 B.R. 901, 903 (Bankr. S.D. Ohio 1989).

The debtor contends that, after suffering a stroke, he unable to continue in his job as a truck driver even if a modified plan could be approved. *Id.*

The moving papers are silent as to whether Debtor will be drawing unemployment or be eligible for disability benefits. It is likewise silent on whether Debtor has any other sources of income such as retirement benefits of a sort that count as income on Schedule I. Debtor has not updated Schedule I & J since the original filing on March 19, 2020, and no such amended Schedules have been filed to support this motion.

Debtor states that based on his present income and expenses, he is unable to afford the final plan payments to the Chapter 13 trustee.

According to the moving papers, it appears that the circumstances leading to the debtor's failure to make payments is no fault of his

own. Therefore, the first prong of § 1328(b) is satisfied. The court does note that, accepting Debtors declarations as true, Debtor would have completed plan payments notwithstanding his stroke had either Debtor's counsel or the Chapter 13 Trustee timely objected to the claim which should not have been allowed and which is the reason why his tendered payments were insufficient to cover the required distribution to unsecured creditors.

"The second subsection of 1328(b) requires that unsecured creditors actually receive no less than they would have received in a Chapter 7 liquidation." *In re Cummins*, 266 B.R. at 856.

The debtor contends that based upon what she has already paid into the plan, the unsecured creditors have received at least what they would have received if the debtor had filed chapter 7 bankruptcy. Doc. #61.

The Amended Chapter 13 Plan dated March 19, 2021, provided for payments to creditors as follows:

1. Capital One Auto Finance (Class 4. 2012 Mercedes E 350 Coupe). To be paid directly by Debtor at \$398.00 per month.
2. A 6% dividend to unsecured creditors.

Doc. #23. The plan called for a distribution of \$1,074.00 to Class 5 Priority Claims, which included \$860.00 owed to the California Franchise Tax Board and \$214.00 owed to the federal Internal Revenue Service. Doc. #2; Doc. #1 (*Schedule E/F*). There do not appear to be any Class 6 unsecured claims. *Id.* at 3.13. All other unsecured claims are listed in Class 7. Doc. #2. The plan estimated Class 7 claims to total \$58,592.00, with Class 7 creditors to receive not less than a 6% dividend. *Id.* In fact, the total amount of allowed general unsecured claims was \$165,760.81. Doc. #65.

The motion avers that the liquidation value of Debtor's non-exempt assets in Chapter 7 is \$3,516.48 and that general unsecured creditors have already been paid \$4,278.55. Doc. #63. While significantly short of the 6% distribution originally called for, it appears that the unsecured creditors have received at least what they would have received if the debtor had filed chapter 7 bankruptcy.

Lastly, § 1328(b) requires that modification under § 1329 be impracticable. The debtor contends that modification of the plan is not possible because modifying the plan would be ineffectual. Debtor is unable to work while recovering from a stroke and, in any event, modifying the plan at this point would impermissibly extend the plan's duration past 60 months. Furthermore, the Trustee indicated in the *Motion to Dismiss* that Debtor would need to pay \$6,286.61 to fully fund the plan, and that Debtor's current financial/employment status renders that an impossibility.

Pursuant to 11 U.S.C. § 1328(b), this court is authorized to grant the debtor a discharge even though he has not completed the plan payments

because his failure to complete the payments is due to circumstances for which he should not justly be held accountable; the value of property distributed under the plan to unsecured creditors is not less than the amount that would have been paid if the debtor had been liquidated under chapter 7; and modification of the plan under § 1329 is not practical. Therefore, this motion will be GRANTED.

Fed. R. Bankr. P. 4007(d) states:

(d) *Time for Filing Complaint Under § 523(a)(6) in a Chapter 13 Individual's Debt Adjustment Case; Notice of Time Fixed.* On motion by a debtor for a discharge under § 1328(b), the court shall enter an order fixing the time to file a complaint to determine the dischargeability of any debt under § 523(a)(6) and shall give no less than 30 days' notice of the time fixed to all creditors in the manner provided in Rule 2002. On motion of any party in interest, after hearing on notice, the court may for cause extend the time fixed under this subdivision. The motion shall be filed before the time has expired.

Accordingly, the deadline to file a complaint under § 523(a)(6) shall be set for September 18, 2025. No later than 14 days after the entry of this order, Debtor's counsel shall give notice to all creditors as to this deadline and file a proof of service so indicating.

8. [25-10925](#)-B-13 **IN RE: JORGE GONZALEZ AND NANCY RAMIREZ**
[JRL-2](#)

MOTION TO CONFIRM PLAN
6-12-2025 [\[46\]](#)

NANCY RAMIREZ/MV
JERRY LOWE/ATTY. FOR DBT.
WITHDRAWN

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

DISPOSITION: Withdrawn.

No order is required.

On June 26, 2025, the Debtors withdrew this *Motion to Confirm Plan*. Doc. #51. Accordingly, this Motion is WITHDRAWN.

9. [25-11432](#)-B-13 **IN RE: MARCUS GATHRIGHT**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
6-10-2025 [\[18\]](#)

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

DISPOSITION: Continued to August 13, 2025, at 9:30 a.m.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Marcus Gathright ("Debtor") on May 14, 2025, on the following basis:

1. The Trustee has not yet concluded the Meeting of the Creditors as Debtor failed to provide necessary proof of identification. The continued meeting will be held on June 24, 2025. Also, Debtor has failed to provide required documents, including but not limited to (a) Class 1 Checklist and (2) Domestic Support Obligation Checklist. Trustee may supplement this objection upon becoming aware of further confirmation issues.

Doc. #18. On June 25, 2025, the Trustee filed a Supplement to the Objection stating:

1. Trustee has since concluded the Meeting of Creditors. The Supplement is silent as to whether Debtor provided the requested documents.
2. Debtor lists Shellpoint Mortgage Servicing in Class 1 but does not list any arrearage amount or dividend. No claim has been filed by Shellpoint Mortgage Servicing thus far. Also, the current plan, not including any arrears, will take 92.75 months to fund, which exceeds the maximum plan duration of 60 months.
3. The plan proposes to pay 0% to general unsecured creditors and schedules priority debt at \$31,029.42. Debtor has non-exempt equity in several assets totally \$776,686.25. After accounting for Chapter 7 trustee's fees, liquidation requires \$734,601.94. Debtor has not listed any household goods, electronics, or clothes. Debtor lists his mother's estate consisting of an inherited home twice on Schedule A/B.
4. Debtor's Amended Schedule J filed on May 14, 2025, lists a monthly net income of \$451.44. Debtor must file another Amended/Supplemental Schedule J to demonstrate that he can make the monthly plan payment of \$4,252.50.

Doc. #21. On July 14, 2025, the *pro se* Debtor has filed a "Declaration in Support of Request for Continuance" asking for a continuance while Debtor seeks legal representation.

This objection will be CONTINUED to August 13, 2025, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

10. [25-11540](#)-B-13 **IN RE: MARGARET GRAVELLE**
[AP-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LAKEVIEW LOAN
SERVICING, LLC
6-24-2025 [\[18\]](#)

LAKEVIEW LOAN SERVICING, LLC/MV
WENDY LOCKE/ATTY. FOR MV.

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

DISPOSITION: Overruled without prejudice.

ORDER: The court will issue an order.

Creditor Lakeview Loan Servicing, LLC ("Lakeview") objects to confirmation of the *Chapter 13 Plan* filed by Margaret Gravelle ("Debtor") on May 22, 2025. Doc. #18. This motion will be OVERRULED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR").

Rule 3015(f)(1) states that "[a]n entity that objects to a plan's confirmation must file and serve the objection on the debtor, trustee, and any other entity the court designates, and must send a copy to the United States trustee." Fed. R. Bankr. Pro. 3015(f)(1). Here, however, the Certificate of Service accompanying the Objection indicates that only the *pro se* Debtor was served, but not the Chapter 13 Trustee or the U.S. Trustee. Doc. #21.

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

11. [25-11540](#)-B-13 **IN RE: MARGARET GRAVELLE**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
6-25-2025 [\[22\]](#)

LILIAN TSANG/MV

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

DISPOSITION: Continued to August 13, 2025, at 9:30 a.m.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Margaret Gravelle ("Debtor") on May 14, 2025, on the following basis:

1. The Trustee has not yet concluded the Meeting of the Creditors as Debtor failed to provide necessary proof of identification. The continued meeting will be held on July 15, 2025. Trustee may supplement this objection upon becoming aware of further confirmation issues.

Doc. #22.

This objection will be CONTINUED to August 13, 2025, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

12. [25-11861](#)-B-13 **IN RE: BRIAN/ANGELA CURTIS**
[FW-1](#)

MOTION TO VALUE COLLATERAL OF BARKSDALE FEDERAL CREDIT UNION
6-12-2025 [\[11\]](#)

ANGELA CURTIS/MV
GABRIEL WADDELL/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.

Brian and Angela Curtis (collectively "Debtors") move for an order valuing a 2019 Cadillac Xt4 Luxury ("Vehicle") at \$14,043.00 under 11 U.S.C. § 506(a). Doc. #11 et sea. Vehicle is encumbered by a purchase money security interest in favor Barksdale Federal Credit Union ("Barksdale"). *Id.*

Barksdale was properly served on June 12, 2022, by first-class mail to the person designated on the proof of claim as the person to receive notices at the address indicated in accordance with Rule. 3007(a)(2)(A). Doc. #14; POC #1. Even though Barksdale is not a federally insured depository institution within the meaning of Rule 7004(h), Debtor nevertheless complied with Rule 7004(h) by serving Barksdale by certified and addressed to a corporate officer.

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 1325(a) (*) (the hanging paragraph) states that 11 U.S.C. § 506 is not applicable to claims described in that paragraph if (1) the creditor has a purchase money security interest securing the debt that is the subject of the claim, (2) the debt was incurred within 910 days preceding the filing of the petition, and (3) the collateral is a motor vehicle acquired for the personal use of the debtor.

11 U.S.C. § 506(a) (1), which applies to all debtors under this title, states:

An allowed claim of a creditor secured by a lien on property in which the estate has an interest, or that is subject to setoff under section 553 of this title, is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property, or to the extent of the amount subject to setoff, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to set off is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting such creditor's interest.

11 U.S.C. § 506(a) (2) states:

If the debtor is an individual in a case under chapter 7 or 13, such value with respect to personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined.

Here, Debtor Angela Curtis ("Angela") declares that Debtors borrowed money from Barksdale on or about July 23, 2022, to purchase Vehicle, which is more than 910 days preceding the June 2, 2025, petition date. Docs. #1, #13. Thus, the elements of § 1325(a) (*) are not met and § 506 is applicable.

Angela further declares Vehicle has a replacement value of \$14,043.00. Doc. #11. This is consistent with the valuation from Debtors' Schedule A/B and with the valuation presented by Barksdale in the Proof of Claim. Doc. #1; POC #1. Debtor is competent to testify as to the value of the Vehicle. Given the absence of contrary evidence, the debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Barksdale's secured claim will be fixed at \$14,043.00. The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

13. [25-11861](#)-B-13 **IN RE: BRIAN/ANGELA CURTIS**
[FW-2](#)

MOTION TO VALUE COLLATERAL OF OUACHITA VALLEY
FEDERAL CREDIT UNION
6-12-2025 [\[15\]](#)

ANGELA CURTIS/MV
GABRIEL WADDELL/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.

Brian and Angela Curtis (collectively "Debtors") move for an order valuing a 2016 Lincoln MKZ 4d ("Vehicle") at \$8,000.00 under 11 U.S.C. § 506(a). Doc. #15 *et sea*. Vehicle is encumbered by a security interest (not purchase money) in favor of Ouachita Valley Federal Credit Union ("Ouachita"). *Id.*

Ouachita was properly served on June 12, 2022, by first-class mail to the person designated on the proof of claim as the person to receive notices at the address indicated in accordance with Rule. 3007(a)(2)(A). Doc. #18; POC #3. Even though Ouachita is not a federally insured depository institution within the meaning of Rule 7004(h), it appears that Debtor nevertheless complied with Rule 7004(h) by serving Ouachita by certified mail and addressed to Ouachita's CEO, Gary M. Funderburk. It is not immediately clear whether the CEO was served via certified mail as Debtor neglected to specify, but as Ouachita is not insured by the FDIC, such is not actually necessary.

The court notes that the motion was served on Ouachita on June 12, 2025, and that a *Notice of Correction* and a second *Certificate of Service* were filed on July 1, 2025. Docs. ##21-22. The Notice was to correct a scrivener's error in the Motion which identified the Vehicle as a 2016 Lincoln MKZ when it was actually a 2016 Lincoln MKX. Doc. #21. Debtors' counsel notes that the Motion correctly identified the Vehicle by VIN and that Ouachita had already filed a Proof of Claim in the matter, but Debtors served Notice of the error out of an abundance of caution. *Id.*

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 1325(a)(*) (the hanging paragraph) states that 11 U.S.C. § 506 is not applicable to claims described in that paragraph if (1) the creditor has a purchase money security interest securing the debt that is the subject of the claim, (2) the debt was incurred within 910 days preceding the filing of the petition, and (3) the collateral is a motor vehicle acquired for the personal use of the debtor.

11 U.S.C. § 506(a)(1), which applies to all debtors under this title, states:

An allowed claim of a creditor secured by a lien on property in which the estate has an interest, or that is subject to setoff under section 553 of this title, is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property, or to the extent of the amount subject to setoff, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to set off is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting such creditor's interest.

11 U.S.C. § 506(a)(2) states:

If the debtor is an individual in a case under chapter 7 or 13, such value with respect to personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the

filing of the petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined.

Here, Debtor Angela Curtis ("Angela") declares that Ouachita's loan was not a purchase money security interest loan, as Debtors already owned the Vehicle when the debt was incurred. Doc. #17. Thus, the elements of § 1325(a)(*) are not met and § 506 is applicable.

Angela further declares Vehicle has a replacement value of \$8,000.00. Doc. #17. This is consistent with the valuation from Debtors' Schedule A/B and with the valuation presented by Ouachita in the Proof of Claim. Doc. #1; POC #3. Debtor is competent to testify as to the value of the Vehicle. Given the absence of contrary evidence, the debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Ouachita's secured claim will be fixed at \$8,000.00. The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

14. [25-11363](#)-B-13 **IN RE: MIGUEL TREVINO**
[LGT-1](#)

MOTION TO DISMISS CASE
6-12-2025 [\[22\]](#)

LILIAN TSANG/MV

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

DISPOSITION: Granted.

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

The chapter 13 trustee asks the court to dismiss this case under 11 U.S.C. § 1307(c)(1) for unreasonable delay by Miguel Trevino ("Debtor") that is prejudicial to creditors and 11 U.S.C. § 1307(c)(4) Debtor's failure to commence making plan payments. Doc. #22. Debtor did not oppose.

Unless the trustee's motion is withdrawn before the hearing, the motion will be GRANTED without oral argument for cause shown.

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

Here, the chapter 13 trustee asks the court to dismiss this case for the following reasons:

1. Debtor is ineligible to be a debtor in a Chapter 13 as Debtor has no regular income;
2. Debtor has failed to provide required documents;
3. Debtor has failed to accurately file schedules and/or statements;
4. Debtor has failed to commence making plan payments;
5. Debtor did not appear at 341 Meeting of Creditors conducted on July 2, 2025.

Doc. #22.

In addition, the trustee has reviewed the schedules and determined that the Debtor's assets are over encumbered and are of no benefit to the estate. Because there is no equity to be realized for the benefit of the estate, dismissal is in the best interest of creditors and the estate. *Id.*

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

15. [24-12264](#)-B-13 **IN RE: MELVIN/KAREN SCHREIN**
[PLG-3](#)

MOTION TO MODIFY PLAN
6-11-2025 [\[45\]](#)

KAREN SCHREIN/MV
STEVEN ALPERT/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.

Melvin and Karen Schrein ("Debtors") move for an order confirming the *Second Modified Chapter 13 Plan* dated June 11, 2025. Docs. #45, #49. Debtor's current plan was confirmed on December 5, 2024. Doc. #21.

No party has timely objected.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of any party in interest, including but not limited to creditors, the U.S. Trustee, and the case Trustee, to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987).

The motion requests that the confirmed plan be modified as follows:

1. The plan duration will be reduced from 60 months to 36 months.
2. The monthly plan payment will be reduced from \$746.57 to \$353.00.
3. Debtors' 2020 Ford Explorer ("the Vehicle"), which was totaled in an accident, will be surrendered to Creditor Driveway Finance Corporation, extinguishing that claim. Accordingly, Driveway Finance Corporation will move from Class 2 to Class 3.
4. The plan terms are otherwise unaffected.

Docs. #45, #47 (Decl. of Melvin Schrein).

Debtors aver that this modification is necessary because of the loss of the Vehicle, which secured the only Class 2 creditor in the prior plan. Doc. #47. This is confirmed by Debtors' most recent *Schedule I & J*, which reflects a monthly net income of \$353.49, which is sufficient to meet the new plan payment. Doc. #27.

No party in interest has objected, and the defaults of all non-responding parties in interest are entered. This motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

16. [25-10871](#)-B-13 **IN RE: LUIS OLIVEIRA**
[LGT-1](#)

MOTION TO DISMISS CASE
6-12-2025 [\[42\]](#)

LILIAN TSANG/MV
DAVID JOHNSTON/ATTY. FOR DBT.
DISMISSED 6/24/25

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

An order dismissing this case was already entered on June 24, 2025. Doc. #50. The motion will be DENIED AS MOOT.

17. [25-10887](#)-B-13 **IN RE: ERIC/REBECCA GRIMM**
[RDW-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY NUVISION CREDIT UNION
6-25-2025 [\[43\]](#)

NUVISION CREDIT UNION/MV
JERRY LOWE/ATTY. FOR DBT.
REILLY WILKINSON/ATTY. FOR MV.

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

On July 9, 2025, the court sustained the Trustee's Objection to Confirmation of the Debtors Chapter 13 Plan. Doc. #59. Accordingly, this Objection to Confirmation of the same plan by Creditor Nuvision Credit Union will be OVERRULED as moot.

18. [25-11190](#)-B-13 **IN RE: ARTHUR VELASCO**
[LGT-1](#)

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

LILIAN TSANG/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Sustained.

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

This matter was originally heard on June 25, 2025. Doc. #22.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the Chapter 13 Plan filed by Arthur Velasco ("Debtor") on April 11, 2025, on the following basis:

1. The plan incorrectly states the arrearage amount owed to Class 1 creditor Wells Fargo Home Mortgage. It also incorrectly states the monthly dividend owed to Class 2 creditor Don Roberto Jeweler.
2. The proposed plan cannot be completed within 60 months and must be increased to at least \$2,606.21.
3. Debtor has not provided all required pay stubs to Trustee.
4. Debtor has misclassified his lease with Koalafi as a Class 1 claim.
5. The Disclosure of Compensation does not use the standardized form used in this district and is missing required information. The form must be amended.

Doc. #19.

The court continued this objection to July 16, 2025, at 9:30 a.m. #22. Debtor was directed to file and serve a written response to the objection not later than fourteen (14) days before the continued hearing date, or file a confirmable, modified plan in lieu of a response not later than seven (7) days before the continued hearing date, or the objection would be sustained on the grounds stated in the objection without further hearing. *Id.*

On July 1, 2025, Debtor filed a Response conceding that the Trustee's Objection should be sustained and advising that Debtor was in the process of preparing a Modified Plan to resolve the Trustee's grounds for objection. Doc. #26.

On July 4, 2025, Debtor filed a second Response, again conceding that the objection should be sustained but advising his intention to correct the arrearages and the increased plan payment through the confirmation order rather than through a Modified Plan. Doc. #27. Debtor, through counsel, asserts his belief that all requested documents have been provided to Trustee and all requested amendments have been filed. *Id.*

Unless the Trustee withdraws this Objection, this matter will proceed as scheduled to confirm on the record that Debtor's proposed modifications to the confirmation order resolve Trustee's objections and that all required documents have been provided.

11:00 AM

1. [25-10429](#)-B-7 **IN RE: LOUIE ESPARZA AND COLLEEN DOUGHERTY**
[25-1015](#) [CAE-2](#)

ORDER TO SHOW CAUSE
6-12-2025 [[29](#)]

MARCUM ET AL V. ESPARZA, JR. ET AL

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Determined at the hearing.

ORDER: The court will prepare the order.

On June 12, 2025, the court entered an *Order to Show Cause* in this matter, directing Defendant Louie Esparza Jr. ("Esparza") to appear before the court and show cause why the court should not strike all of Esparza's responsive documents filed in this adversary proceeding and enter Defendant Louie J. Esparza Jr.'s default for failure to set the responsive motions for hearing and independently for failure to appear at the court ordered status conference. Doc. #29.

The court further directed Esparza to file a written response with this court and serve a copy of the response on Plaintiffs' counsel on or before July 2, 2025. *Id.* Esparza has failed to do so. See *Docket generally*.

This hearing will proceed as scheduled. If Esparza does not appear, the aforementioned responsive documents will be stricken. If Esparza does appear, the court will determine whether the pleadings should be stricken for Esparza's failure to appear at the scheduled status conference or other sanctions imposed.

2. [24-13235](#)-B-7 **IN RE: LUIS MERCADO**
[25-1004](#) [CAE-1](#)

STATUS CONFERENCE RE: COMPLAINT
1-27-2025 [\[1\]](#)

MERCADO V. U.S. DEPARTMENT OF EDUCATION ET AL

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

DISPOSITION: Continued to August 13, 2025, at 11:00 a.m.

ORDER: The court will prepare the order.

Luis Michael Mercado, Debtor in the underlying Chapter 7 proceeding ("Plaintiff"), filed this adversary proceeding against the United States Department of Education ("DOE") on January 27, 2025. Doc. #1. On February 18, 2025, Plaintiff filed what purported to be a Certificate of Service averring that the *Reissued Summons and Notice of Status Conference in an Adversary Proceeding* dated February 18, 2025, was served on the DOE at 400 Maryland Avenue, SW, Washington, D.C. 20202 via USPS. Doc. #10.

On April 9, 2025, because of multiple procedural deficiencies pertaining to proper service, the court dropped the Status Conference from the calendar and continued it to May 14, 2025. Doc. #17. The court further directed Plaintiff to have his summons reissued and then serve it, along with the Complaint and any other accompanying documents, on the parties identified in the court's April 9 order via first class mail and then file a Certificate of Service using the official form. *Id.* If the Plaintiff effected such proper service prior to the May 14, 2025, hearing date and a new Status Conference hearing date was obtained, the instant matter would be concluded and dropped from the calendar in favor of the new Status Conference date, if any. If not, the court may issue an Order to Show Cause for Plaintiff's failure to expeditiously perfect service on the Defendant. *Id.*

On April 11, 2025, a summons was reissued which set the Status Conference for May 14, 2025, at 11:00 a.m. Doc. #19. On April 15, 2025, Plaintiff filed a Certificate of Service of the reissued summons. Doc. #21. However, other than updating the date of service from February 18, 2025, to April 14, 2025, the new Certificate of Service was in every respect identical to the one which the court previously found deficient. *Compare* Docs. #10 and Doc. #21. Consequently, the same procedural errors which doomed the prior Status Conference do the same for this one. Those errors include the following (text taken from the court's April 9, 2025, order):

First, Local Bankruptcy Rule ("LBR") 7005-1 requires service of pleadings and other documents in adversary proceedings, contested matters, and all other proceedings in this district that are filed by attorneys, trustees, or

other Registered Electronic Filing System Users to document their service of any such pleadings and/or documents by filing a certificate of service and using the **Official Certificate of Service Form, EDC 007-005**. That form can be found on the court's website at <https://www.caeb.uscourts.gov/CertificateOfServiceForm> (visited November 14, 2025). Plaintiff did not employ the Official Form.

Second, Federal Rule of Civil Procedure ("FRCP") 4(c)(1), made applicable in adversary proceedings by Federal Rule of Bankruptcy Procedure ("FRBP") 7004(a)(1), requires that a summons must be served with a copy of the complaint. To the extent that Plaintiff provided any certificate of service at all (a single paragraph appended to a photocopy of the summons issued April 18, 2025), it only states that the *Reissued Summons and Notice of Status Conference* were served. There is no indication that any other documents were served. To effectuate proper service, Plaintiff must serve the Complaint and another accompanying documents such as declarations or exhibits along with the summons and then file a proper Certificate of Service attesting that he did so.

Third, FRBP 7004(b)(4) and (5) require that, when suing any agency of the United States (such as, here, the DOE), the Plaintiff must mail a copy of the summons and complaint to (a) the U.S. Attorney for the district in which the action is brought (here the Eastern District of California) addressed to the civil process clerk at that office, (b) to the Attorney General of the United States in Washington, D.C., and (c) **to the officer or agency whose actions are challenged by the complaint**. Here, the certificate of service, aside from its other deficiencies, states only that the DOE was served.

Doc. #22 (emphasis added). The court dropped the May 14, 2025, Status Conference from the calendar and issued an Order to Show Cause ("OSC") against Plaintiff, with hearing on the OSC set for June 25, 2025. Docs. #22, #24. Per the OSC order, Plaintiff was to timely and properly serve Defendants or else file an Opposition explaining his failure to do so no later than June 11, 2025, or else the adversary proceeding would be dismissed without prejudice. Doc. #24.

On May 22, 2025, Plaintiff filed a Certificate of Service ("the May COS") regarding the reissued summons dated May 16, 2025, which was set for hearing on July 16, 2025. Docs. #25, #28. The court's initial review of the May COS indicated that the procedural defects which doomed the first two certificates of service were cured in the latest filing, and the court dropped the OSC from the calendar. Doc. #29.

In retrospect, this was perhaps improvident, as a closer inspection of the May COS reveals that it still contains one of the procedural errors identified by the court in the OSC, plus a second error not previously addressed.

Specifically, the order directed Plaintiff to mail a copy of the summons and complaint to, *inter alia*, "the officer or agency whose actions are challenged by the complaint." Doc. #24. This is pursuant to Fed. R. Bankr. Pro. 7004(b)(4) and (b)(5), which state that suit against a federal agency (here, the DOE) must be mailed to the officer in charge of that agency (here, the Secretary of Education, currently Linda McMahon). While it appears that the first two entities received proper service via the May COS, the page which certifies service of the summons and complaint to the DOE was not directed to the attention of Secretary McMahon but merely at the agency itself.

Relatedly, one of the Defendants is Nelnet, Plaintiff's loan servicer and a private corporation. Doc. #1. Service on corporations is governed by Rule 7004(b)(3) and can be accomplished by mailing a copy of the pleadings to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process, and if required by statute, by also mailing a copy to the defendant. Here, the page which certifies service of the summons and complaint to Nelnet was not directed to the attention of any officer, managing or general agent, or to any other agent authorized to receive service of process, but merely at Nelnet itself. Doc. #28.

For the foregoing reasons, this status conference shall be CONTINUED to August 13, 2025, at 11:00 a.m. Before then, Plaintiff will seek to have his summons reissued and then serve it, along with the Complaint and any other accompanying documents, on the parties mentioned above via first class mail and then file a Certificate of Service using the official form. If the Plaintiff effects such proper service prior to the August 13, 2025, hearing date and a new Status Conference hearing date is obtained, the instant matter will be concluded and dropped from the calendar in favor of the new Status Conference date.

Regardless of whether Plaintiff timely and properly serves all parties, the court may issue an Order to Show Cause for Plaintiff's failure to expeditiously perfect service on the Defendant.

3. [18-11651](#)-B-11 **IN RE: GREGORY TE VELDE**
[19-1033](#) [MNG-5](#)

MOTION FOR SUMMARY JUDGMENT AND/OR MOTION FOR
PARTIAL SUMMARY JUDGMENT
4-25-2025 [[830](#)]

SUGARMAN V. IRZ CONSULTING, LLC ET AL
KYLE SCIUCHETTI/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to September 10, 2025, at 11:00 a.m.

ORDER: The court will prepare the order.

It is hereby ORDERED that this matter is continued to September 10, 2025, at 11:00 a.m. due to the unavailability of the assigned judge. All pleadings will be closed as of July 16, 2025.

4. [18-11651](#)-B-11 **IN RE: GREGORY TE VELDE**
[19-1033](#) [MNG-7](#)

MOTION FOR CLARIFICATION AS TO FINDINGS AND RECOMMENDATIONS
FOR DE NOVO CONSIDERATION OF THE DISTRICT COURT AS TO
PLAINTIFF'S THIRD MOTION FOR PARTIAL SUMMARY JUDGMENT
5-22-2025 [[857](#)]

SUGARMAN V. IRZ CONSULTING, LLC ET AL
KYLE SCIUCHETTI/ATTY. FOR MV.

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

DISPOSITION: Dropped from the calendar.

ORDER: The court will prepare the order.

The court hereby exercises its authority to resolve this motion on the pleadings without need for oral argument.

Unless the assigned judge determines that the resolution of the motion does not require oral argument, he or she may hear appropriate and reasonable oral argument. Alternatively, the motion may be submitted upon the record and briefs on file if the parties stipulate thereto, or the judge so orders, subject to the power of the judge to reopen the matter for further briefs, oral argument or both.

LBR 9014-1(h). All pleadings will be closed as of July 16, 2025. The court anticipates entering an order on the motion sometime in early to mid-August. After submission of the court's ruling on the motion, the court will order one party to prepare the order when the ruling is issued.

5. [24-10060](#)-B-13 **IN RE: JENNIFER GITMED**
[HDN-4](#)

PRE-TRIAL CONFERENCE RE: AMENDED OBJECTION TO CLAIM OF
INTERNAL REVENUE SERVICE, CLAIM NUMBER 1
7-26-2024 [\[84\]](#)

JENNIFER GITMED/MV
HENRY NUNEZ/ATTY. FOR DBT.
CONT'D TO 7/30/25 PER ECF ORDER #132

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

DISPOSITION: Continued to July 30, 2025, at 11:00 a.m.

No order is required.

On May 1, 2025, the court approved a Stipulated Motion to Extend Discovery in this matter which, *inter alia*, reset the Pre-Trial Conference in this adversary proceeding to July 30, 2025, at 11:00 a.m. subject to further court order. Accordingly, this matter is CONTINUED to July 30, 2025, at 11:00 a.m.

6. [25-10088](#)-B-11 **IN RE: AMY CORPUS**
[25-1017](#) [CAE-1](#)

STATUS CONFERENCE RE: COMPLAINT
4-21-2025 [\[1\]](#)

SLOVER ET AL V. CORPUS
JUSTIN CARTER/ATTY. FOR PL.
REISSUED SUMMONS TO 8/28/25

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

On June 25, 2025, a Reissued Summons and Notice of Status Conference was set in this adversary proceeding setting the initial Status Conference for August 27, 2025. Doc. #10. On July 1, 2025, a *Notice of Rescheduled Hearing* confirming the August 27, 2025, hearing date was issued by the Clerk's Office. Doc. #15.

Accordingly, this Status Conference, which was set by the Summons dated June 6, 2025, is hereby CONCLUDED and REMOVED from the calendar.