UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, July 29, 2026
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, (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.

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INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. 26-11904-A-11 **IN RE: 7TH PAR HOLDINGS, LLC**
   CAE-1

   CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
   4-28-2026 [1]

   DAVID FOYIL/ATTY. FOR DBT.

NO RULING.

2. 26-11904-A-11 **IN RE: 7TH PAR HOLDINGS, LLC**
   SAD-1

   MOTION FOR RELIEF FROM AUTOMATIC STAY
   6-15-2026 [37]

   MORTGAGE AGGREGATOR SERIES TRUST/MV
   DAVID FOYIL/ATTY. FOR DBT.
   SHANNON DOYLE/ATTY. FOR MV.
   RESPONSIVE PLEADING

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 hearing.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtor timely filed written opposition on July 9, 2026. Doc. #45. The movant has not filed a response to the debtor's opposition. 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.

The movant, Mortgage Aggregator Series Trust, its successors and/or assigns ("Movant"), seeks relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(4), or in the alternative pursuant to 11 U.S.C. § 362(d)(1) and (d)(2), with respect to real property located at 4490 CA State Highway 49, Mariposa, California 95338 ("Property") belonging to debtor 7th Par Holdings, LLC ("Debtor"). Doc. #37.

I. RELEVANT FACTS

A. Loan and Foreclosure Proceedings

Movant is the current holder of a promissory note executed by Debtor through its managing member, Kenneth Carver, in the original principal amount of $765,000.00. Decl. of Ashley Cusano, Doc. #39; Exs. 2 & 3, Doc. #40. The loan is secured by a first priority deed of trust on the Property recorded on August 22, 2022. Decl. of Ashley Cusano, Doc. #39; Ex. 1, Doc. #40.

Movant’s note became delinquent for the loan payment due April 1, 2023. Cusano Decl., Doc. #39. Movant recorded a notice of default on June 12, 2024. Cusano Decl., Doc. #39; Ex. 5, Doc. #40. Movant recorded a notice of trustee’s sale on March 31, 2026 and scheduled a foreclosure sale for April 30, 2026. Cusano Decl., Doc. #39; Ex. 6, Doc. #40.

Debtor’s Schedule A/B lists the Property. Schedule A/B, Doc. #25. Debtor’s Schedule D asserts that Movant holds a first deed of trust on the Property. Schedule D, Doc. #25. Debtor valued the Property at $450,000.00, and scheduled Movant’s secured claim at $1,005,453.42. Id. Movant obtained a Broker’s Price Opinion on April 8, 2026, evidencing the current value of the Property at $429,900.00. Cusano Decl., Doc. #39; Ex. 4, Doc. #40. Movant asserts that Movant is owed $1,080,999.95 as of May 21, 2026. Cusano Decl., Doc. #39; Ex. 7, Doc. #40. Movant further asserts that the reinstatement arrearage as of May 12, 2026 is $280,414.13, not including any late charges, escrow advances, or other fees and charges. Cusano Decl., Doc. #39. The required monthly payment is $6,638.30 with interest accruing at $156.48 per day. Id.

B. Prior and Current Bankruptcy Cases

This is the seventh bankruptcy case filed by Debtor and its managing member in less than two years.

On October 8, 2024, Debtor filed a voluntary petition under chapter 7 of the Bankruptcy Code in the Central District of California that was dismissed on October 28, 2024 for failure to file schedules. See Bankr. C.D. Cal. Case No. 9:24-bk-11165-RC, Doc. ##1, 10.

On November 13, 2024, Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the Central District of California that was dismissed on April 11, 2025 pursuant to a motion to dismiss filed by the U.S. Trustee. See Bankr. C.D. Cal. Case No. 9:24-bk-11293-RC, Doc. ##1, 37.

On June 11, 2025, Debtor filed a voluntary petition under chapter 7 of the Bankruptcy Code in the Eastern District of California that was dismissed on July 9, 2025 for filing without counsel. See Bankr. E.D. Cal. Case No. 25-11932, Doc. ##1, 26.

On August 12, 2025, Debtor filed a voluntary petition under chapter 7 of the Bankruptcy Code in the Central District of California that was dismissed on August 13, 2025 for the failure of Debtor to obtain counsel. See Bankr. C.D. Cal. Case No. 2:25-bk-16967-BR, Doc. ##1, 4.

On October 8, 2025, Debtor filed a voluntary petition under chapter 7 of the Bankruptcy Code in the Central District of California that was dismissed on the same day with a 180-day bar due to the filing of a second case without counsel. See Bankr. C.D. Cal. Case No. 2:25-bk-18959-BR, Doc. ##1, 3.

On December 4, 2025, Debtor’s managing member, Kenneth Carver, filed a voluntary petition under chapter 7 of the Bankruptcy Code in the Central District of California that was voluntarily dismissed on January 23, 2026. See Bankr. C.D. Cal. Case No. 1:25-bk-12251-VK, Doc. ##1, 23.

Debtor filed the current case on April 28, 2026 (the “Current Case”) in the Eastern District of California. Doc. #1. Debtor is represented by counsel in the Current Case. Id.

C. Debtor's Response to the Motion

On July 9, 2026, Debtor filed a response to the motion without any evidentiary support. In its response, Debtor asserts that relief under 11 U.S.C. § 362(d)(4) is reserved for exceptional circumstances that can only be granted upon clear evidence of abuse. Doc. #45. Here, Movant has failed to establish a scheme because no court has entered findings that Debtor has engaged in fraudulent conduct, manipulated title or abused the bankruptcy system. Id.

Further, Movant asserts that the Current Case is different because Debtor has retained counsel and is actively prosecuting this chapter 11 case. Doc. #45. In particular, Debtor is complying with the requirements imposed on chapter 11 debtors and is pursuing reorganization through the statutory framework established by Congress. Id.

Without providing any evidence, Debtor request that this court require adequate protection payments to Movant in lieu of granting in rem relief under 11 U.S.C. § 362(d)(4). Doc. #45. Debtor further asserts that Movant has presented no evidence that the Current Case lacks a legitimate reorganization purpose. Id. Detor requests that the balance of the equities favor denial of the motion. Id.

II. LEGAL ANALYSIS

As an initial matter, 11 U.S.C. § 362(g)(1) provides that the party requesting relief from stay has the burden of proof on issue of the debtor's equity in property, and 11 U.S.C. § 362(g)(2) provides that the party opposing such relief has the burden of proof on all other issues. Thus, Movant has the burden of proof on the issue of Debtor's equity in the Property and Debtor has the burden of proof on all other issues, including that the Property is necessary for an effective reorganization. Debtor has filed no evidence in support of its opposition.

A. 11 U.S.C. § 362(d)(1) Analysis

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

After consideration of the evidence, the court finds cause exists to grant Movant relief from the automatic stay because the loan is delinquent for the monthly payment due April 1, 2023, more than three years ago. Moreover, there is lack of adequate protection. Debtor's schedules, which the court notes are very similar to Movant's evidence, show Movant is undersecured by at least $550,000 on Property valued by Debtor at $450,000.00.

Accordingly, the court finds that cause exists to grant Movant relief from the automatic stay under 11 U.S.C. § 362(d)(1).

B. 11 U.S.C. § 362(d)(2) Analysis

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

Once no equity is shown, it is Debtor's burden to establish that the Property is necessary for an effective reorganization. 11 U.S.C. § 362(g); United Sav. Ass'n of Texas v. Timbers of Inglewood Forest Assocs., Ltd., 484 U.S. 365, 375 (1988). To make this showing under Timbers, Debtor must show: (1) the Property is needed for an effective reorganization; and (2) the Property is essential for an effective reorganization that is in prospect, which means "a reasonable possibility of a successful reorganization within a reasonable time." Timbers, 484 U.S. at 375-76.

The court finds that Debtor does not have any equity in the Property. Again, Debtor's schedules, which the court notes are very similar to Movant's evidence, show Movant is undersecured by at least $550,000 on Property valued by Debtor at $450,000.00. The court finds that Movant has met its burden of proof under 11 U.S.C. § 362(g)(1).

It is then Debtor's burden to show that the Property is necessary for an effective reorganization that is in prospect. While Debtor asserts that Movant has presented no evidence that the Current Case lacks a legitimate reorganization purpose, it is Debtor who bears the burden of proof on that issue under 11 U.S.C. § 362(g)(2).

Debtor has presented no evidence to support a finding that the Property is necessary for an effective reorganization that is in prospect. While the court recognizes that the Property is Debtor's primary asset, there are significant arrears on the loan held by Movant. Moreover, Debtor states in its most recent status report, which is not a declaration or other evidence, that Debtor believes its estate can be successfully administered through confirmation of a feasible chapter 11 plan. Doc. #47. Specifically, Debtor states that Debtor needs to complete repairs and improvements to the Property to make it operational as a vacation rental and, upon completion of the rehabilitation work, Debtor anticipates generating sufficient rental income to satisfy administrative expenses and creditor obligations. Id. However, Debtor has provided no evidence or explanation as to the cost of the rehabilitation work, the time required for completion, the projected rental income from the Property, and how Debtor can confirm a plan. The court finds that Debtor has not met its burden of proof under 11 U.S.C. § 362(g)(2).

Accordingly, the court finds that cause exists to grant Movant relief from the automatic stay under 11 U.S.C. § 362(d)(2).

C. 11 U.S.C. § 362(d)(4) Analysis

Section 362(d)(4) of the Bankruptcy Code allows the court to grant relief from the stay with respect to real property

> if the court finds that the filing of the [bankruptcy] petition was part of a scheme to delay, hinder, or defraud creditors that involved either [] a transfer of all or part ownership of, or other interest in such real property without the consent of the secured creditor or court approval; or [] multiple bankruptcy filings affecting such real property.

11 U.S.C. § 362(d)(4). To obtain relief under § 362(d)(4), the court must affirmatively find: (1) the debtor's bankruptcy filing is part of a scheme; (2) the object of the scheme is to delay, hinder, or defraud creditors; and (3) the scheme involves either (i) the transfer of some interest in real property without the secured creditor's consent or court approval or (ii) multiple bankruptcy filings affecting the property. First Yorkshire Holdings, Inc. v. Pacifica L 22 (In re First Yorkshire Holdings, Inc.), 470 B.R. 864, 870-71 (B.A.P. 9th Cir. 2012). "[T]he multiple filings thus must somehow be connected with or included in the scheme to delay, hinder and defraud creditors." In re Muhaimin, 343 B.R. 159, 168-69 (Bankr. D. Md. 2006).

"A scheme is an intentional construct. It does not happen by misadventure or negligence." In re Duncan & Forbes Dev., Inc., 368 B.R. 27, 32 (Bankr. C.D.

Cal. 2007). Because direct evidence of a scheme is uncommon, "the court must infer the existence and contents of a scheme from circumstantial evidence. The party claiming such a scheme must present evidence sufficient for the trier of fact to infer the existence and content of the scheme." Id.; see Jimenez v. ARCPE 1, LLP (In re Jimenez), 613 B.R. 537, 545 (B.A.P. 9th Cir. 2020).

The court finds that Movant has made the requisite showing under § 362(d)(4) that the Current Case is part of a scheme to hinder and delay Movant from foreclosing on the Property. Movant's note is delinquent for the loan payment due April 1, 2023. Movant recorded a notice of default on June 12, 2024. Starting four months after Movant recorded its notice of default, Debtor has filed six bankruptcy cases in two different districts and different divisions within one district. In multiple bankruptcy cases, Debtor's managing member filed a bankruptcy case for Debtor without counsel, which is not permitted because Debtor is not an individual. D-Beam, Ltd. P'ship v. Roller Derby Skates, Inc., 366 F.3d 972, 973-74 (9th Cir. 2004) ("It is a longstanding rule that 'corporations and other unincorporated associations must appear in court through an attorney.'" (Citations omitted).). After one bankruptcy court issued an 180-day bar preventing Debtor from filing another bankruptcy case without counsel, Debtor's managing member filed his own bankruptcy case. Each of the bankruptcy cases were dismissed and not properly prosecuted. Debtor filed the Current Case two days before Movant's scheduled trustee's sale of the Property.

The court finds that the six prior bankruptcy cases as well as the Current Case were each filed to prevent Movant from foreclosing on the Property and those bankruptcy filings constitute a scheme to prevent Movant from foreclosing on the Property warranting in rem relief under 11 U.S.C. § 362(d)(4). To the extent Debtor might seek dismissal of this bankruptcy case prior to the entry of a written order granting in rem relief from stay as to Movant under 11 U.S.C. § 362(d)(4), this court will retain jurisdiction to enter such an order after dismissal.

D. Waiver of 14-Day Stay

Federal Rule of Bankruptcy Procedure ("Rule") 4001(a)(4) provides for a 14-day stay of an order granting a motion made in accordance with Rule 4001(a)(1) unless the court orders otherwise. Fed. R. Bankr. P. 4001(a)(4). The court finds cause exists to waive the 14-day stay under Rule 4001(a)(4) based on the numerous attempts by Debtor to hinder and delay the rights of Movant over the last two years as well as the finding that the Property is not necessary for an effective reorganization that is in prospect.

III. CONCLUSION

For the reasons set forth above, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to foreclose on and obtain possession of the Property pursuant to applicable law. Further, pursuant to 11 U.S.C. § 362(d)(4), the order shall be binding in any other case under Title 11 of the United States Code purporting to affect the Property for two years after the date of the entry of the order. To the extent Debtor seeks dismissal of this bankruptcy case prior to the entry of an order granting relief from stay as to Movants under 11 U.S.C. § 362(d)(4), this court will retain jurisdiction to enter such an order after dismissal. In addition, the 14-day stay of Rule 4001(a)(4) will be ordered waived.

3. 25-10505-A-11 **IN RE: WATTS CHOPPING**
MJ-1

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
4-16-2026 [245]

AMUR EQUIPMENT FINANCE, INC./MV
LEONARD WELSH/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to August 12, 2026 at 9:30 a.m.

ORDER: The court will issue an order.

The parties filed a stipulation resolving this matter (Doc. #282) but have not yet submitted an acceptable order to the court approving the stipulation. The hearing on this matter is continued to August 12, 2026 at 9:30 a.m. to permit the parties additional time to have an order approving the stipulation entered.

4. 25-10505-A-11 **IN RE: WATTS CHOPPING**
MJ-2

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
4-16-2026 [251]

AMUR EQUIPMENT FINANCE, INC./MV
LEONARD WELSH/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to August 12, 2026 at 9:30 a.m.

ORDER: The court will issue an order.

The parties filed a stipulation resolving this matter (Doc. #284) but have not yet submitted an acceptable order to the court approving the stipulation. The hearing on this matter is continued to August 12, 2026 at 9:30 a.m. to permit the parties additional time to have an order approving the stipulation entered.

5. 26-12606-A-11 **IN RE: PARI & GERSHON INCORPORATED**
CAE-1

STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
6-1-2026 [1]

DAVID JOHNSTON/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to September 2, 2026 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.

The debtor has not filed its June 2026 monthly operating report in the time required by Local Rule of Practice 2015-1(c). If the debtor's monthly operating reports are current as of the time of the status conference, the court will continue this chapter 11 status conference to September 2, 2026 at 9:30 a.m. and require the debtor to file and serve an updated status report on or before August 26, 2026.

6. 26-11617-A-11 **IN RE: AMIREPAIR I INC.**
CAE-1

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
4-10-2026 [1]

LISA HOLDER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to September 30, 2026 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 debtor's status report filed on July 22, 2026 (Doc. #108) and because the debtor's monthly operating reports are current, the court will continue this chapter 11 status conference to September 30, 2026 at 9:30 a.m. and require the debtor to file and serve an updated status report on or before September 23, 2026.

7. 26-12426-A-12 **IN RE: TRI-FANUCCHI FARMS, LLC**
CAE-1

STATUS CONFERENCE RE: CHAPTER 12 VOLUNTARY PETITION
5-26-2026 [1]

RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to October 13, 2026 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 debtor's initial status report and evidence of eligibility filed on July 13, 2026 (Doc. ##75, 76) and because the debtor's monthly operating reports are current, the court will continue this chapter 12 status conference to October 13, 2026 at 9:30 a.m. and require the debtor to file and serve an updated status report on or before October 6, 2026.

8. 26-12426-A-12 **IN RE: TRI-FANUCCHI FARMS, LLC**
WJH-2

CONTINUED MOTION TO USE CASH COLLATERAL
5-27-2026 [10]

TRI-FANUCCHI FARMS, LLC/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted on an interim basis through October 11, 2026.

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 initially set for hearing on shortened time pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). Order, Doc. #9. The motion was heard initially on June 3, 2026, and granted on an interim basis. Order, Doc. #36. Because notice of the continued hearing on the motion was served on less than 28 days' notice prior to the hearing date, opposition to the granting of the debtor's continued use of cash collateral may be raised at the hearing. Doc. #81. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant continued use of cash collateral on an interim basis through October 11, 2026. 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.

Tri-Fanucchi Farms, LLC ("DIP"), the chapter 12 debtor and debtor-in-possession, moves the court for an order authorizing DIP to use the cash collateral, to the extent that the liens are valid, of secured creditor to AgWest Farm Credit, PCA ("AgWest"). Doc. #10.

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)). Pursuant to 11 U.S.C. § 363(p), DIP carries the burden of proof on the issue of adequate protection. Bankruptcy Code § 1205(b) requires DIP to provide adequate protection to the secured creditors for DIP's use of cash collateral for any decrease in the value of the secured creditors' interest in the accounts receivable due to DIP's use of cash collateral.

DIP is a family farming operation that farms 1,243 acres of leased property. Decl. of Catherine Fanucchi, Doc. #6. DIP grows a variety of crops, including potatoes, carrots, tomatoes, onions, grapes, almonds and cover crops. Id. DIP seeks court authorization to use the cash collateral of AgWest through October 11, 2026, to pay expenses incurred by DIP in the normal course of its business consistent with the budget filed as Ex. A, Doc. #82. As adequate protection for DIP's use of AgWest's cash collateral, DIP will grant AgWest replacement liens on collateral of a like kind. Fanucchi Decl., Doc. #6. Based on the budget filed with the notice, DIP's use of cash collateral will generate more income than the cash collateral contemplated to be used. Ex. A, Doc. #82. The court finds that AgWest is adequately protected for DIP's use of its cash collateral through October 11, 2026.

Accordingly, subject to opposition being raised at the hearing, the motion will be GRANTED to authorize DIP's continued interim use of cash collateral through October 11, 2026, consistent with the budget attached as Exhibit A to Doc. #82. To the extent DIP needs authorization to use of cash collateral beyond October 11, 2026, the court will hold another hearing on September 30, 2026 at 9:30 a.m., with DIP to file and serve a supplemental budget for use of cash collateral by September 16, 2026.

9. 26-12426-A-12 **IN RE: TRI-FANUCCHI FARMS, LLC**
WJH-3

MOTION TO PAY
5-27-2026 [16]

TRI-FANUCCHI FARMS, LLC/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted on a final basis.

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 initially set for hearing on shortened time pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). Order, Doc. #9. The motion was heard initially on June 3, 2026, and granted on an interim basis. Order, Doc. #37. Because notice of final approval of the relief requested in the motion was served on less than 28 days' notice prior to the hearing date, opposition to the granting of this motion on a final basis may be raised at the hearing. Doc. ##84, 85. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion on a final basis. 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.

Tri-Fanucchi Farms, LLC ("DIP"), the chapter 12 debtor and debtor-in-possession, moves the court for an order authorizing DIP to pay pre-petition priority wage claims owed to employees for the period of May 16, 2026 through May 25, 2026. Doc. #16. DIP is a family farming operation that farms 1,243 acres of leased property. Decl. of Catherine Fanucchi, Doc. #6. DIP grows a variety of crops, including potatoes, carrots, tomatoes, onions, grapes, almonds and cover crops. Id. As of the petition date, DIP employed salaried employees, who are paid twice a month, and hourly workers who are paid every other week. Prior to the bankruptcy petition being filed, salaried employees were last paid on May 15, 2026, and hourly workers were last paid on May 19. 2026. Fanucchi Decl., Doc. #6. There was about $35,559.56 in payroll owed from May 16, 2026 to the petition date. Order, Doc. #37. No single payment of pre-petition wages exceeds the priority cap of 11 U.S.C. § 507. Fanucchi Decl., Doc. #6. DIP's employees are vital to DIP's ability to continue its business operations, and the uninterrupted payment of wages and the honoring of employee benefits is vital to DIP maintaining its employees. Fanucchi Decl., Doc. #6.

This court interprets the bankruptcy court's equitable powers under 11 U.S.C. § 105(a) to permit pre-petition wage claims not to exceed the priority amount to be paid prior to confirmation of a plan. See In re Adams Apple, 829 F.2d 1484, 1490 (9th Cir. 1987) (in dictum noting the payment of pre-petition wages to key employees prior to confirmation of a plan approved when necessary for the debtor's rehabilitation).

Based on the evidence before the court, the court finds that authorization of the payment of pre-petition wages and related benefits to DIP's employees at this time, in the normal course of business, will avoid immediate and irreparable harm to DIP. In addition, good cause exists under 11 U.S.C. § 105 to authorize DIP to pay pre-petition priority wage claims owed to employees for the period of May 16, 2026 through May 25, 2026 in an amount not to exceed $35,559.56 on a final basis. No single payment of pre-petition wages exceeds the priority cap of 11 U.S.C. § 507.

Accordingly, pending opposition being raised at the hearing, the motion will be GRANTED on a final basis.

10. 26-11030-A-11 **IN RE: OHEL BAPAZ, LLC**
DB-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-26-2026 [47]

YOSEMITE LAND BANK, FLCA/MV
JUSTIN HARRIS/ATTY. FOR DBT.
JORGE GAITAN/ATTY. FOR MV.
DISMISSED 07/08/26

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 July 8, 2026. Doc. #59. Therefore, this motion will be DENIED AS MOOT.

11. 26-12633-A-11 **IN RE: LEWIS TOWING 2 INC.**
CAE-1

STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
6-3-2026 [1]

JOSEPH WEST/ATTY. FOR DBT.

NO RULING.

The Order re Chapter 11 Status Conference and Notice Thereof (Doc. #6), issued by this court on June 4, 2026 and served on the debtor and counsel for the debtor on June 6, 2026 (Doc. #8), requires the debtor to file and serve a status report at least 14 days prior to the date of the initial status conference. The debtor has not filed the initial status report. At the initial status conference, counsel for the debtor should be prepared to explain to the court why an initial status report was not filed timely.

12. 26-12935-A-12 **IN RE: BOBBIE/SHIRLEY HANSEN**
FW-2

CONTINUED MOTION TO USE CASH COLLATERAL
6-25-2026 [6]

SHIRLEY HANSEN/MV
PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING:	This matter will proceed as scheduled.
DISPOSITION:	Granted on an interim basis through August 29, 2026.
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.

The motion was heard initially on July 1, 2026, and granted on an interim basis through July 31, 2026. Order, Doc. #18. Because notice of the continued hearing on the motion was served on less than 28 days' notice prior to the hearing date, opposition to the granting of this motion on a final basis may be raised at the hearing. Doc. ##19, 20. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion on an interim basis through August 29, 2026. 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.

Bobbie Franklin Hansen, Jr. and Shirley Helena Hansen (together, "Debtors"), the chapter 12 debtors and debtors-in-possession herein, move the court for an order authorizing Debtors to use the cash collateral, to the extent that the liens are valid, of secured creditors: PGIM Real Estate Finance, also identified as Prudential Global Investment Management ("PGIM"); CNH Industrial Capital LLC; and The Cooperative Finance Association, Inc. (collectively "Creditors"). Doc. #6. Debtors believe only PGIM has asserted some interest in

Debtors' cash collateral as of the time the motion was filed. Decl. of Bobbie F. Hansen, Jr., Doc. #8.

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)). Pursuant to 11 U.S.C. § 363(p), DIP carries the burden of proof on the issue of adequate protection. Bankruptcy Code § 1205(b) requires DIP to provide adequate protection to the secured creditors for DIP's use of cash collateral for any decrease in the value of the secured creditors' interest in the accounts receivable due to DIP's use of cash collateral.

Debtors operate a farming operation that grows approximately 145 acres of almonds and approximately 70 acres of pistachios. Hansen Decl., Doc. #8. Debtors' almond and pistachio orchards require continuous irrigation, fertilization, pest and disease control and other cultural practices throughout the growing season to prevent damage or loss to the crops prior to harvest. Id.

The court previously granted Debtors authority to use cash collateral on a preliminary basis through July 31, 2026. Order, Doc. #18; Order, Doc. #38. Debtors now seek court authorization to use cash collateral to pay expenses incurred by Debtors in the normal course of their business from August 1, 2026 through August 29, 2026 consistent with the budget filed as Exhibit A to Doc. #39. As adequate protection for Debtors' use of Creditors' cash collateral, Debtors will grant Creditors replacement liens on collateral of a like kind. Hansen Decl., Doc. #29. The court finds that Creditors are adequately protected by the granting of replacement liens because the budget filed with the motion shows that Debtors will generate more income during the period for which use of cash collateral is sought than the cash collateral contemplated to be used.

Accordingly, subject to opposition being raised at the hearing, the motion will be GRANTED to authorize Debtors' interim use of cash collateral from August 1, 2026 through August 29, 2026 consistent with the budget filed as Exhibit A to Doc. #39. To the extent DIP needs authorization to use of cash collateral beyond August 29, 2026, the court will hold another hearing on August 26, 2026 at 9:30 a.m., with DIP to file and serve a supplemental budget for use of cash collateral by August 12, 2026.

13. 26-12935-A-12 **IN RE: BOBBIE/SHIRLEY HANSEN**
FW-3

CONTINUED MOTION TO USE CASH COLLATERAL
7-7-2026 [27]

SHIRLEY HANSEN/MV
PETER FEAR/ATTY. FOR DBT.

NO RULING.

14. 26-10638-A-11 **IN RE: FRIEDENBACH FAMILY FARMS LLC**
CAE-1

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
2-17-2026 [1]

PETER SAUER/ATTY. FOR DBT.

NO RULING.

15. 26-10638-A-11 **IN RE: FRIEDENBACH FAMILY FARMS LLC**
FW-6

CONTINUED MOTION FOR AUTHORIZATION TO BORROW AND TO USE 2026 ALMOND CROP AS COLLATERAL FOR SUCH BORROWING SENIOR TO ALL EXISTING LIENS
7-7-2026 [228]

FRIEDENBACH FAMILY FARMS LLC/MV
PETER SAUER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to August 12, 2026 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.

The final hearing on this motion will be continued to August 12, 2026 to be heard pursuant to the notice of hearing filed on July 27, 2026.

16. 26-10548-A-11 **IN RE: CLIFFORD CATON**
CAE-1

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
2-10-2026 [1]

PETER FEAR/ATTY. FOR DBT.

NO RULING.

17. 26-10548-A-11 **IN RE: CLIFFORD CATON**
FW-12

MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION FOR COMPENSATION FOR BETTER HOMES AND GARDEN EVERYTHING REAL ESTATE, BROKER(S), MOTION TO PAY
6-23-2026 [121]

BETTER HOMES AND GARDEN
EVERYTHING REAL ESTATE/MV
PETER FEAR/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 July 2, 2026. Doc. #137.

18. 26-10548-A-11 **IN RE: CLIFFORD CATON**
FW-13

MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION FOR COMPENSATION FOR BETTER HOMES AND GARDEN EVERYTHING REAL ESTATE, BROKER(S), MOTION TO PAY
6-23-2026 [115]

TINETTI REALTY GROUP/MV
PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted subject to higher and better offers.

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

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

Clifford Caton ("Debtor") moves the court pursuant to 11 U.S.C. § 363 for an order authorizing the sale of commercial real property located at 32 W. Main Street, Merced, California 95340, bearing Merced County APN 031-164-004-000 ("Property"), to Cambridge Investment Holdings, LLC ("Buyer") for the purchase price of $485,000.00, subject to higher and better bids at the hearing. Doc. #115. Debtor also seeks authorization to pay a broker commission in the amount of 3.59% to be split 2% to Debtor's broker Better Homes and Garden Everything Real Estate ("Debtor's Broker") and 1.59% to Buyer's broker Tinetti

Realty Group ("Buyer's Broker").[1] Ex. B, Doc. #117. In the event that the Property is sold on overbid to a buyer not procured by Debtor's Broker, Debtor's Broker will still be entitled to 50% of the commission allowed and Debtor consents to these terms. Decl. of Clifford Caton, Doc. #118.

Debtor further seeks to sell the Property free and clear of any interests in the Property of Gary J. Reinero, et al (collectively, "Creditor") pursuant to § 363(f)(2). Doc. #115. Creditor recorded a judgment lien in Merced County against Debtor on January 13, 2026 ("Judgment Lien"). Caton Decl., Doc. #118. The Judgment Lien was recorded less than 90 days before Debtor filed his chapter 11 bankruptcy case on February 10, 2026. Doc. #1. Debtor proposes that the Judgment Lien attach to the net proceeds of the sale of the Property, and that the net proceeds be set aside in a blocked account pending further order of this court. Doc. #115.

Selling Property of Estate under 11 U.S.C. §§ 363(b) Permitted

Pursuant to 11 U.S.C. §§ 363(b)(1), the debtor in possession, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Sales proposed by a debtor in possession 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. 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 [debtor in possession's] judgment [is] reasonable and whether a sound business justification exists supporting the sale and its terms." 3 COLLIER ON BANKRUPTCY ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.).

Debtor and Buyer have entered into a contract for the sale of the Property for $485,000.00. Ex. B, Doc. #117; Caton Decl., Doc. #118; Decl. of Eric Jaurique-Pouncey, Doc. #119. The contract is conditioned upon approval by the bankruptcy court and subject to higher and better offers at the hearing. Caton Decl., Doc. #118; Jaurique-Pouncey Decl., Doc. #119.

It appears to the court that approval of the sale on the terms set forth in the motion is in the best interests of creditors and the estate. The preliminary title report on the Property lists taxes currently owed or in default, which will be paid through escrow. Ex. A, Doc. #117; Caton Decl., Doc. #118. The Property is further encumbered by the Judgment Lien in favor of Creditor. Caton Decl., Doc. #118. In the event that Creditor's Judgment Lien is overturned on appeal, Debtor is concerned that recovery of some or all of the payment of the judgment may be difficult. Id. Therefore, Debtor requests that the net proceeds from the sale of the Property be held by Debtor in a blocked account subject to the Judgment Lien of Creditor.

It appears that the sale of the Property is in the best interests of the estate, the Property will be sold for a fair and reasonable price, and the sale is supported by a valid business judgment and proposed in good faith.

[1] The motion refers to Better Homes and Garden Everything Real Estate as Debtor's broker in the introductory paragraph of the motion but as Buyer's broker in paragraph 10 of the motion. Doc. #115. Likewise, Tinetti Realty Group is referred to as Buyer's broker in the introductory paragraph of the motion but as the seller's broker in paragraph 10 of the motion. Id. Based on the sales contract filed with the motion, it appears Better Homes and Garden Everything Real Estate is Debtor's broker and Tinetti Realty Group is Buyer's broker (Ex. B, Doc. #117), so the court assumes the inconsistent language in paragraph 10 of the motion is an inadvertent error.

Accordingly, subject overbid offers made at the hearing, the court will GRANT Debtor’s motion and authorize the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(b)(1).

Selling Property of Estate under 11 U.S.C. § 363(f)(2) Permitted

The debtor in possession may sell property under § 363(b) free and clear of any interest of an entity other than the estate only if, among other things, Creditor consents to the sale free and clear of the Judgment Lien with the Judgment Lien to attach to the net sale proceeds in the blocked account. Creditor has consented to the sale of other real property previously free and clear of the Judgment Lien on the terms set forth in this motion. If Creditor affirmatively consents to the sale free and clear of the Judgment Lien with the Judgment Lien to attach to the net sale proceeds in the blocked account, the Property can be sold free and clear of Creditor’s Judgment Lien pursuant to 11 U.S.C. § 363(f)(2).

Accordingly, if affirmatively consented to by Creditor at the hearing, the court will authorize the sale of the Property free and clear of the Judgment Lien pursuant to 11 U.S.C. § 363(f)(2).

Compensation to Broker

Debtor also seeks authorization to pay a broker commission in the amount of 3.59% to be split 2% to Debtor’s Broker and 1.59% to Buyer’s Broker for the sale of the Property. Caton Decl., Doc. #118. With respect to Debtor’s Broker, the court has authorized Debtor’s Broker to be employed by Debtor. Order, Doc. #20. The court finds the compensation sought is reasonable, actual, and necessary.

Conclusion

Accordingly, subject to affirmative consent by Creditor to the sale free and clear of the Judgment Lien and overbid offers at the hearing, the court will GRANT Debtor’s motion and authorize the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(b)(1) and (f)(2), as to any interest in the Property asserted by Creditor. The court will approve a broker commission of 3.59% to be split 2% to Debtor’s Broker and 1.59% to Buyer’s Broker.

19. 26-10548-A-11 **IN RE: CLIFFORD CATON**
FW-14

DEBTOR'S CHAPTER 11 DISCLOSURE STATEMENT
6-9-2026 [109]

PETER FEAR/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

20. 26-10548-A-11 **IN RE: CLIFFORD CATON**
FW-15

MOTION FOR RELIEF FROM AUTOMATIC STAY
7-1-2026 [132]

CLIFFORD CATON/MV
PETER FEAR/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.

Clifford Caton ("Debtor") moves the court for relief from the automatic stay to permit Debtor and Gary J. Reinero, individually and as Trustee of the Reinero Family Trust dated December 4, 1997 (collectively, "Reinero") to prosecute and litigate to final conclusion appeals filed prepetition and pending in the Fifth District Court of Appeal for the State of California, Case Nos. F091091 and F091203 (collectively, the "Appeals"), arising from a judgment in favor of Reinero by the Superior Court of California in an action entitled Reinero v. Caton, Case No. 24CV-06562, Superior Court of California, County of Merced. Motion, Doc. #132; Decl. of Kyle A. Hampton, Doc. #134. Debtor also seeks relief from the automatic stay to permit Debtor and Reinero to prosecute and litigate to final conclusion an action Reinero filed against Debtor under California Probate Code § 859, which is pending in the Superior Court of California, County of Merced, as Case No. 26CV-00861 ("Section 859 Case"). Id.

Debtor does not seek, and the requested relief will not authorize, any modification of the stay permitting Reinero to enforce or collect upon any judgment outside of this bankruptcy case. Motion, Doc. #132. Payment on any final judgment obtained in the Appeals or the Section 859 Case will be handled through this court unless the court orders otherwise, and this Court will retain jurisdiction to resolve any dispute concerning the relief granted. Debtor anticipates Reinero does not object to the relief requested by way of the motion. Id.

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

Under Ninth Circuit authority of Parker v. Bain (In re Parker), 68 F.3d 1131 (9th Cir. 1995), Debtor must obtain relief from the automatic stay to continue Debtor's prosecution of the Appeals to the extent that the Appeals stem from litigation originally filed against Debtor.

With respect to finding cause to grant relief from stay to permit a moving party to proceed with litigation filed in state court, the legislative history of § 362(d)(1) states that "a desire to permit an action to proceed to completion in another tribunal may provide [] cause" for relief from a stay. H.R. No. 595, 95th Cong., 1st Sess. 343, 1977 U.S. Code Cong. & Admin. News 5787, 630. When a movant seeks relief from the automatic stay to initiate or continue non-bankruptcy court proceedings, a bankruptcy court may consider the "Curtis factors" in making its decision. In re Kronemyer, 405 B.R. 915, 921 (B.A.P. 9th Cir. 2009). The relevant Curtis factors include: (1) whether the relief will result in a partial or complete resolution of the issues; (2) the lack of any connection with or interference with the bankruptcy case; (3) whether the non-bankruptcy forum has the expertise to hear such cases; (4) whether the action involves third parties and the debtor functions only as a bailee or conduit for the goods of proceeds in question; (5) whether litigation in another forum would prejudice the interests of other creditors; (6) the interest of judicial economy and the expeditious and economical determination of litigation for the parties; (7) whether the litigation in the other forum has progressed to the point where the parties are prepared for trial; and (8) the impact of the automatic stay and the "balance of hurt." In re Curtis, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984). Here, the Curtis factors support finding cause to grant relief from stay as requested in the motion.

Granting relief from stay to permit Debtor and Reinero to prosecute and litigate to final conclusion the Appeals and the Section 859 Case will permit the amount of Reinero's claim, if any, against Debtor and the estate to be finally and fully liquidated in state court. Hampton Decl., Doc. #134. It is in the interests of judicial economy as well as more expeditious and economical to lift the automatic stay to permit Debtor and Reinero to prosecute and litigate to final conclusion the Appeals and the Section 859 Case in state court rather than have this court litigate those matters. Reinero needs relief from the automatic stay to permit Reinero to continue prosecuting the Appeals and the Section 859 Case and, under Ninth Circuit authority, Debtor needs relief from stay to pursue the Appeals to the extent that the Appeals stem from litigation originally filed against Debtor. Lifting the automatic stay will benefit all parties by permitting the amount of Reinero's claim, if any, against Debtor and the estate to be finally and fully liquidated.

Accordingly, the court finds that cause exists to lift the stay, and this motion is GRANTED pursuant to 11 U.S.C. § 362(d)(1) to permit Debtor and Reinero to prosecute and litigate to final conclusion the Appeals and the Section 859 Case. The court is not authorizing any modification of the stay permitting Reinero to enforce or collect upon any judgment outside of this bankruptcy case. No other relief is awarded.

21. 26-10469-A-12 **IN RE: MCCALL'S NURSERIES, INC.**
WJH-11

MOTION FOR COMPENSATION BY THE LAW OFFICE OF WAGNER JONES HELSLEY FOR HELSLEY FOR RILEY C. WALTER, DEBTORS ATTORNEY(S)
6-29-2026 [141]

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"), counsel for McCall Nurseries, Inc. ("Debtor"), requests allowance of interim compensation and reimbursement for expenses for services rendered from February 3, 2026 through June 15, 2026. Doc. #141. Movant provided legal services valued at $117,820.00 and requests compensation for that amount. Doc. #141. Movant incurred expenses in the amount of $5,309.56 and requests reimbursement for that amount. Doc. #141. This is Movant's first fee application in this case. Debtor has reviewed the application and has no objection. Doc. #145.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 12 case. 11 U.S.C. § 330(a)(1), (4)(B). 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) preparing schedules and related documents; (2) preparing for and attending meeting of creditors; (3) preparing and filing motions to use cash collateral and pay pre-petition wages; (4) obtaining court approval for the employment of bankruptcy counsel and consultants; (5) discussing with Debtor potential sales of property; (6) preparing documents for Debtor's possible joint administration with a related chapter 13 case; (7) discussing and planning possible post-petition borrowing; and (8) analyzing all filed claims and possible objections. Exs. A & B, Doc. #144. The court finds the compensation and reimbursement sought by Movant to be reasonable, actual, and necessary.

This motion is GRANTED. The court allows interim compensation in the amount of $117,820.00 and reimbursement for expenses in the amount of $5,309.56, for a total combined payment of $123,129.56. 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. The debtor 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. Movant may draw on any retainer held.

22. 25-11791-A-11 **IN RE: FRED RAU DAIRY, INC**
FW-14

MOTION TO REJECT LEASE OR EXECUTORY CONTRACT
7-15-2026 [290]

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

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was 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.

Fred Rau Dairy, Inc. ("DIP"), the debtor and debtor in possession in this chapter 11 case, asks the court for authorization to reject an executory contract with Farm Credit Leasing Services Corporation ("FCLSC") for the lease of photovoltaic and related equipment. Doc. #290.

Pre-petition, DIP executed a series of documents with FCLSC including FCLSC Contract No. 001-0082180-000 ("South Array Contract") for one (1) 2016 new photovoltaic solar system together with all attachments, components, accessories and all mounting hardware for solar panel modules (collectively, the "South Array"). Decl. of Michael Reid, Doc. #292; Ex. A, Doc. #293. Since DIP has filed its bankruptcy petition, the power generated from the panels in the South Array has not been credited to DIP's account. Reid Decl., Doc. #292. DIP asserts that it is not possible to justify continuing to lease the South Array without a concomitant benefit to DIP. Id.

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."

In evaluating a decision to reject an executory contract or unexpired lease in the Ninth Circuit, "the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate." Agarwal v. Pomona Valley Med. Grp., Inc. (In re Pomona Valley Med. Grp., Inc.), 476 F.3d 665, 670 (9th Cir. 2007) (citations omitted). The bankruptcy court should approve the rejection of an executory contract under § 365(a) unless the debtor in possession's conclusion is based on bad faith, whim, or caprice. Id.

Here, DIP states that rejection of the South Array Contract is appropriate because power generated from the panels in the South Array has not been credited to DIP's account and it is not possible to justify continuing to lease the South Array without a concomitant benefit to DIP. Reid Decl., Doc. #292. The court finds that DIP's decision to reject is based on sound business judgment.

Accordingly, pending opposition being raised at the hearing, the motion will be granted. DIP will be authorized to reject the South Array Contract, as defined here, in conformance with DIP's motion. Doc. #290.

23. 25-11791-A-11 **IN RE: FRED RAU DAIRY, INC**
ST-1

MOTION FOR ADMINISTRATIVE EXPENSES
6-22-2026 [273]

FARM CREDIT LEASING SERVICES CORPORATION/MV
PETER FEAR/ATTY. FOR DBT.
ADAM BARASCH/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted in part and denied in part.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtor timely filed written opposition on July 15, 2026. Doc. #294. 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 notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice include the names and addresses of persons who must be served with any opposition. The notice of hearing also does not comply with LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing.

The court encourages counsel for the movant 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.

Farm Credit Leasing Services Corporation ("Movant") is a party to two unexpired equipment leases with Fred Rau Dairy, Inc. ("DIP"), the debtor and debtor in possession in this chapter 11 case, that have not been assumed or rejected. Doc. #273. Movant seeks an order authorizing Movant's chapter 11 administrative expense claim pursuant to 11 U.S.C. §§ 365(d)(5) and 503(b)(1) in the aggregate amount of $176,580.48 for unpaid monthly rent owed post-petition for December 2025 through May 2026 inclusive of non-sufficient fund fees incurred but exclusive of legal expenses and attorneys' fees incurred. Id. Movant also seeks immediate payment of such administrative expense claim by DIP and an order requiring DIP to perform DIP's monthly obligations to Movant until the underlying lease contracts are assumed or rejected. Id.

11 U.S.C. § 365(d)(5) requires DIP to "timely perform all of the obligations of the debtor, except those specified in section 365(b)(2), first arising from and after 60 days after the order for relief in a case under chapter 11 of this title under an unexpired lease of personal property (other than personal property leased to an individual primarily for personal, family, or household purposes), until such lease is assumed or rejected, notwithstanding section 503(b)(1) of this title, unless the court, after notice and a hearing and based on the equities of the case, orders otherwise with respect to the obligations or timely performance thereof."

11 U.S.C. § 503(b)(1) provides that, after notice and a hearing, administrative expenses shall be allowed for "the actual, necessary costs and expenses of preserving the estate[.]" To be deemed an administrative expense under section 503(b), the claim must have arisen from a transaction with the trustee and directly and substantially benefitted the estate. Boeing N. Am., Inc. v. Ybarra (In re Ybarra), 424 F.3d 1018, 1025 (9th Cir. 2005). "The burden of proving an administrative expense claim is on the claimant." Microsoft Corp. v. DAK Indus. (In re DAK Indus.), 66 F.3d 1091, 1094 (9th Cir. 1995). "The bankruptcy court has broad discretion whether to grant such a claim[,]" and only "the actual, necessary costs and expenses of preserving the estate" shall be approved. Id.

DIP opposes an administrative expense claim with respect to one of the two leases at issue ("South Array Contract") because the power generated from the equipment subject to the South Array Contract has not been credited to DIP's account, so there has been "zero benefit" to DIP from the post-petition lease obligations with respect to that lease. Opposition, Doc. #294. Thus, DIP objects to payment of any sums with respect to the South Array contract because Movant has not made the requisite showing under 11 U.S.C. § 503(b)(1).

In response, Movant asserts that the Ninth Circuit has adopted a bright-line rule that all claims arising from post-petition, pre-rejection lease obligations are entitled to administrative expense priority without consideration of 11 U.S.C. § 503(b)(1). Towers v. Chickering & Gregory (In re Pacific-Atlantic Trading Co.), 27 F.3d 401, 403 (9th Cir. 1994) (analyzing 11 U.S.C. § 365(d)(3)); Zions Credit Corp. v. Rebel Rents, Inc. (In re Rebel Rents, Inc.), 291 B.R. 520, 533-34 (Bankr. C.D. Cal. 2003) (applying Pacific-Atlantic Trading to predecessor of 11 U.S.C. § 365(d)(5)).

The analysis is not as straightforward as Movant asserts. The Ninth Circuit in Pacific-Atlantic Trading was interpreting 11 U.S.C. § 365(d)(3), not 11 U.S.C. § 365(d)(5). The language in 11 U.S.C. § 365(d)(3) differs from 11 U.S.C. § 365(d)(5) in that 11 U.S.C. § 365(d)(3) does not contain the language "unless the court, after notice and a hearing and based on the equities of the case, orders otherwise with respect to the obligations or timely performance thereof" found in 11 U.S.C. § 365(d)(5). However, DIP has not filed a motion seeking relief from its obligations under 11 U.S.C. § 365(d)(5), which courts have held is an affirmative duty of DIP if DIP seeks relief from the requirements of 11 U.S.C. § 365(d)(5). Avianca Holdings S.A. v. Burnham Sterling & Co. LLC & Babcock (In re Avianca Holdings S.A.), 127 F.4th 414, 426 (2d Cir. 2025) ("Section 365(d)(5) is best understood as a specific intervention that grants creditors under unexpired leases of personal property priority treatment, over other general unsecured creditors, and that shifts the burden to the debtor to bring a motion if that priority treatment will result in inequities in order to ameliorate the unique burdens that creditors under unexpired leases of personal property face.")

Because DIP has not requested relief from its statutory obligations under 11 U.S.C. § 365(d)(5), the court finds that Movant's requested administrative expense claim in the aggregate amount of $176,580.48 for unpaid monthly rent owed post-petition for December 2025 through May 2026, inclusive of non-sufficient fund fees, arises from DIP's nonperformance of post-petition, pre-rejection lease obligations and is permitted without any consideration of 11 U.S.C. § 503(b)(1).

Movant also seeks immediate payment of such administrative expense claim by DIP and an order requiring DIP to perform DIP's monthly obligations to Movant until the underlying lease contracts are assumed or rejected. Doc. #273. Because the court is not clear whether DIP is administratively solvent, Movant's request for immediate payment of its administrative expense claim by DIP is denied. With respect to Movant's request an order requiring DIP to perform DIP's monthly obligations to Movant until the underlying lease contracts are assumed or rejected, DIP has not opposed that relief and, because such payments are a statutory obligation of DIP pursuant to 11 U.S.C. § 365(d)(5), that relief will be granted.

Accordingly, this motion is GRANTED IN PART and DENIED IN PART. Movant shall have an administrative expense claim in the amount of $176,580.48 for unpaid monthly rent owed post-petition for December 2025 through May 2026, inclusive of non-sufficient fund fees. DIP 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. The court will require DIP to perform DIP's monthly obligations to Movant until the underlying lease contracts are assumed or rejected.

11:00 AM

1. 26-11329-A-7 **IN RE: VANESSA BOLANOS**

PRO SE REAFFIRMATION AGREEMENT WITH WESTLAKE SERVICES, LLC
6-26-2026 [13]

SIMRAN HUNDAL/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

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

The court is not approving or denying approval of the reaffirmation agreement. The debtor was represented by counsel when she entered into the reaffirmation agreement. Pursuant to 11 U.S.C. §524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect. In re Minardi, 399 B.R. 841, 846 (Bankr. N.D. Okla. 2009). The reaffirmation agreement, in the absence of a declaration by the debtor's counsel, does not meet the requirements of 11 U.S.C. §524(c) and is not enforceable. The debtor shall have 14 days to refile a reaffirmation agreement properly signed and endorsed by the attorney.

1:30 PM

1. 26-12123-A-7 **IN RE: AZAEL RIOS**
RH-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-22-2026 [13]

TD BANK, N.A./MV
RABIN POURNAZARIAN/ATTY. FOR DBT.
ROSEMARY HONG/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. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2025 Mercedes-Benz Sprinter 3500 XD, VIN: W1Y8ND6Y0ST216825 ("Vehicle"). 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).

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 $8,005.94, including late fees of $233.19. Decl. of David L. Tagliaferri, Doc. #16. 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 $84,916.00 and the debtor owes $86,286.81. Schedule A/B, Doc. #1; Tagliaferri Decl., Doc. #16.

Accordingly, the motion is 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)(4) is 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. 23-12924-A-7 **IN RE: CHRISTY AMOS**
JES-2

MOTION FOR COMPENSATION FOR JAMES SALVEN, ACCOUNTANT(S)
6-11-2026 [63]

JAMES SALVEN/MV
MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the 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 moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

James E. Salven ("Movant"), accountant for chapter 7 trustee Peter L. Fear ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from April 21, 2026 through June 10, 2026. Doc. #63. Movant provided accounting services valued at $2,212.00 and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of $161.93. Id. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Doc. #65.

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) conducting conflict review; (2) determining estimated purchase price for a truck; (3) inputting data and processing tax returns; and (4) preparing the employment and fee applications. Decl. of James E. Salven, Doc. #66; Ex. A, Doc. #67. 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 $2,212.00 and reimbursement for expenses in the amount of $161.93. Trustee is authorized to make a combined payment of $2,373.93, representing compensation and reimbursement for expenses, 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.

3. 26-11424-A-7 **IN RE: STEVEN/INA NORRIS**
RH-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-26-2026 [24]

BMW BANK OF NORTH AMERICA/MV
RAJ WADHWANI/ATTY. FOR DBT.
ROSEMARY HONG/ATTY. FOR MV.
DISCHARGED 07/08/26

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.

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 July 8, 2026. Doc. #30. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, BMW Bank of North America ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2024 MINI Clubman Cooper S ALL4 Hatchback 4D, VIN: WMWXJ1C09R2V12531 ("Vehicle"). Doc. #24.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors have failed to make at least two complete post-petition payments. Movant has produced evidence that the debtors are delinquent by at least $1,493.14. Decl. of Christopher Dick, Doc. #28. According to the debtors' Statement of Intention, the Vehicle will be surrendered. Doc. #1.

The court also finds that the debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtors are in chapter 7. Movant values the Vehicle at $24,740.00 and the amount owed to Movant is $34,364.93. Dick Decl., Doc. #28.

Accordingly, the motion is 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)(4) will be ordered waived because the debtors have failed to make at least two post-petition payments to Movant and the Vehicle is a depreciating asset.

4. 22-12133-A-7 **IN RE: COMMUNITY REGIONAL ANESTHESIA MEDICAL GROUP, INC.**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
7-8-2026 [100]

RILEY WALTER/ATTY. FOR DBT.
$199.00 MOTION FEE PAID 7/9/26

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 fees now due have been paid.

5. 22-12133-A-7 **IN RE: COMMUNITY REGIONAL ANESTHESIA MEDICAL GROUP, INC.**
RTW-2

MOTION FOR COMPENSATION FOR RATZLAFF, TAMBERI & GILL, LLP, ACCOUNTANT(S)
5-12-2026 [85]

RATZLAFF, TAMBERI & GILL, LLP/MV
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 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 moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

As an informative matter, the certificate of service filed in connection with the motion (Doc. #90) was filed using an outdated version of the court's Official Certificate of Service form. The current version of the form is EDC Form 7-005, Rev. 6/3/2025 and can be found on the court's website. In the future, the declarant should use the current version of the court's Official Certificate of Service form.

Ratzlaff Tamberi & Gill, LLP ("Movant"), accountants for chapter 7 trustee Irma Edmonds ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from March 1, 2023 through February 10, 2026. Doc. #85. Movant provided accounting services valued at $7,324.00 and requests compensation for that amount. Ex. A, Doc. #88. Movant requests reimbursement for expenses in the amount of $14.55. Id. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Doc. #89.

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 debtor; (2) corresponding with Trustee; (3) preparing federal and state income tax returns; (4) reviewing accounting records as directed by Trustee; and (5) preparing the employment and fee applications. Decl. of Christopher A. Ratzlaff, Doc. #87; Ex. A, Doc. #88. 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 $7,324.00 and reimbursement for expenses in the amount of $14.55. Trustee is authorized to make a combined payment of $7,338.55, representing compensation and reimbursement for expenses, 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.

6. 26-11737-A-7 **IN RE: LEAPA CHANG**
DWE-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-29-2026 [15]

WILSHIRE COMMERCIAL CAPITAL L.L.C./MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
DANE EXNOWSKI/ATTY. FOR MV.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the motion on July 14, 2026. Doc. #23.

7. 26-11840-A-7 **IN RE: SARA/ANDY RAMIREZ**
CS-2

MOTION TO REDEEM
6-11-2026 [25]

SARA RAMIREZ/MV
ANTHONY ROTHMAN/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Sara Michelle Ramirez and Andy S. Ramirez (together, "Debtors"), the debtors in this chapter 7 case, move the court for an order authorizing Debtors to redeem a 2017 Toyota Camry SE, VIN: 4T1BF1FK6HU317819 ("Vehicle"), which is the collateral of One Main Financial ("Creditor"), for $7,775.00 pursuant to 11 U.S.C. § 722. Doc. #25.

"An individual debtor may, whether or not the debtor has waived the right to redeem under this section, redeem tangible personal property intended primarily for personal, family, or household use, from a lien securing a dischargeable consumer debt, if such property is exempted under section 522 of this title or has been abandoned under section 554 of this title, by paying the holder of such lien the amount of the allowed secured claim of such holder that is secured by such lien in full at the time of redemption." 11 U.S.C. § 722.

Here, the Vehicle is tangible personal property intended primarily for personal, family or household use. Decl. of Sara Michelle Ramirez, Doc. #27. Debtors claim an exemption in the Vehicle pursuant to California Code of Civil Procedure § 703.140(b)(5). Doc. #1. Moreover, the Vehicle secures "a dischargeable consumer debt[.]" Doc. #25.

Debtors assert the Vehicle has a replacement value of $7,775.00 as of the petition date. Ramirez Decl., Doc. #27. Debtors state the value of the Vehicle is based on their ownership of the Vehicle and a report by Black Book. Ramirez Decl., Doc. #27; Ex. A, Doc. #28. As the owners, Debtors' opinion of value is evidence of the value of the Vehicle. See Fed. R. Evid. 701. Moreover, Creditor did not oppose this motion. Given the absence of contrary evidence, Debtors' opinion of value may be conclusive. Enewally v. Wash. Mut. Bank (In re Enewally), 368 F.3d 1165, 1173 (9th Cir. 2004).

Accordingly, the motion is GRANTED pursuant to 11 U.S.C. § 722. Debtors will be allowed to redeem the Vehicle by paying $7,775.00 to Creditor. The total amount of $7,775.00 is to be paid in full at the time of redemption.

8. 26-11441-A-7 **IN RE: NICHOLAS/MONIQUE BROWN**
TCS-2

MOTION TO AVOID LIEN OF CAPITAL COLLECTIONS, LLC
6-29-2026 [28]

MONIQUE BROWN/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Nicholas Scott Brown and Monique Maria Brown (together "Debtors"), the debtors in this chapter 7 case, move pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Capital Collections, LLC ("Creditor") on the residential real property commonly referred to as 8362 Sharon Avenue, Fresno, California 93720 (the "Property"). Doc. #28; Schedule C, Doc. #1; Amended Schedule D, Doc. #14.

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)).

Debtors filed the bankruptcy petition on March 31, 2026. Doc. #1. A judgment was entered against debtor Monique Brown in the amount of $2,048.50 in favor of Creditor on March 21, 2025. Ex. B, Doc. #31. The abstract of judgment was recorded pre-petition in Fresno County on April 21, 2025, as document number 2025-0038489. Id. The lien attached to Debtors' interest in the Property located in Fresno County. Ex. A, Doc. #31. The Property also is encumbered by a first mortgage in favor of Ocwen Loan Servicing, LLC in the amount $366,838.00, and a second mortgage in favor of Ocwen Loan Servicing, LLC in the amount of $45,440.00. Amended Schedule D, Doc. #14. Debtors claimed an exemption of $100,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtors assert a market value for the Property as of the petition date at $496,300.00. Schedule A/B, Doc. #1.

Applying the statutory formula:

Amount of Creditor's judicial lien		$2,048.50
Total amount of all other liens on the Property (excluding junior judicial liens)	+	$412,278.00
Amount of Debtors' claim of exemption in the Property	+	$100,000.00
		$514,326.50
Value of Debtors' interest in the Property absent liens	-	$496,300.00
Amount Creditor's lien impairs Debtors' exemption		$18,026.50

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

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

9. 26-11645-A-7 **IN RE: EDWIN MORAIS**
KGR-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-19-2026 [15]

NUVISION FEDERAL CREDIT UNION/MV
RABIN POURNAZARIAN/ATTY. FOR DBT.
KAREL ROCHA/ATTY. FOR MV.
DISCHARGED 07/21/26

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 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.

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing.

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 debtor's interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtor's discharge was entered on July 21, 2026. Doc. #20. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, Nuvision Federal Credit Union ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2023 Mazda3, VIN: JM1BPAMM1K1141809 ("Vehicle"). Doc. #15.

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

11 U.S.C. § 362(d)(2) allows the court to grant relief from the stay if the 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 four complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least $2,269.92. Decl. of Michelle Renee Tasker-Bell, Doc. #17. 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 $16,200.00 and the debtor owes $25,927.21. Tasker-Bell Decl., Doc. #17.

Accordingly, the motion is 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)(4) is ordered waived because the debtor has failed to make at least four pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

10. 26-12347-A-7 **IN RE: DANIEL SAUCEDO**
KMM-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-30-2026 [12]

TOYOTA MOTOR CREDIT CORPORATION/MV
MICHAEL MOORE/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 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, Toyota Motor Credit Corporation ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2024 Toyota Tundra C4X, VIN: 5TFLA5DB6RX217544 ("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 three complete pre-petition payments. Movant has produced evidence that the debtor is delinquent by at least $3,622.17. Decl. of Maria Rocha, Doc. #15. In addition, Movant has been unable to verify that the debtor has insurance coverage on the Vehicle. Id. 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 $49,000.00 and the debtor owes $61,804.69. Rocha Decl., Doc. #15.

Accordingly, the motion is 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)(4) is ordered waived because the debtor has failed to make at least three pre-petition payments to Movant, the debtor has not verified that the Vehicle is insured, and the Vehicle is a depreciating asset.

11. 26-12366-A-7 **IN RE: PHUC THAI AND HONG DUC LE**

CONTINUED ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION IN PACER
6-10-2026 [14]

YASHA RAHIMZADEH/ATTY. FOR DBT.

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 incorrect contact information was updated by the debtors' counsel. Therefore, this order to show cause will be VACATED. No appearance is necessary.

12. 24-11967-A-7 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
KJH-3

MOTION FOR ADMINISTRATIVE EXPENSES
7-1-2026 [690]

KIMBERLY HUSTED/MV
GREGORY TAYLOR/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 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 moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Kimberly Husted ("Trustee"), the chapter 7 trustee of the bankruptcy estate of La Hacienda Mobile Estates, LLC, moves the court for an order authorizing the payment of $10,200.00 to the California Franchise Tax Board for tax year 2025 and the short final year ending on June 30, 2026, as an administrative expense. Doc. #690.

Section 503(b)(1)(B) of the Bankruptcy Code states that, after notice and a hearing, administrative expenses shall be allowed for "any tax [] incurred by the estate, whether secured or unsecured, including property taxes . . . except a tax of a kind specified in section 507(a)(8) of this title[.]" "Pursuant to this subsection of § 503, a claim is entitled to allowance as an administrative expense if two requirements are satisfied: the tax must be incurred by the estate and the tax must not be a tax of a kind specified in § 507[(a)(8)]." Towers for Pacific-Atlantic Trading Co. v. United States (In re Pacific-Atlantic Trading Co.), 64 F.3d 1292, 1298 (9th Cir. 1995). Here, the taxes to be paid are income taxes incurred by the estate and are not a tax of the kind specified in § 507(a)(8). Decl. of Kimberly Husted, Doc. #692.

Accordingly, this motion is GRANTED. Trustee is authorized to pay as an administrative expense $10,200.00 to the California Franchise Tax Board for tax year 2025 and the short final year ending on June 30, 2026.

13. 24-11967-A-7 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
KJH-4

MOTION FOR COMPENSATION FOR MICHAEL GEBRIELSON, ACCOUNTANT(S)
7-1-2026 [694]

MICHAEL GABRIELSON/MV
GREGORY TAYLOR/ATTY. FOR DBT.
MICHAEL GABRIELSON/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 moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Michael Gabrielson ("Movant"), accountant for chapter 7 trustee Kimberly Husted ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from March 24, 2026 through June 27, 2026. Doc. #694. Movant provided accounting services valued at $5,723.00, and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of $27.25. Id. This is Movant's first and final fee application. Trustee has no objection to the amount requested in Movant's application. Doc. #697.

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 relating to 2025 tax documents; (2) corresponding with Trustee; (3) preparing federal and state fiduciary income tax returns; and (4) preparing the employment and fee applications. Decl. of Michael Gabrielson, Doc. #696; Ex. A, Doc. #698. 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 $5,723.00 and reimbursement for expenses in the amount of $27.25. Trustee is authorized to make a combined payment of $5,750.25, 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.

14. 24-11967-A-7 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
KMT-10

MOTION FOR COMPENSATION BY THE LAW OFFICE OF KRONICK, MOSKOVITZ, TIEDEMANN AND GIRARD FOR GABRIEL P. HERRERA, TRUSTEES ATTORNEY(S)
7-8-2026 [709]

GREGORY TAYLOR/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was 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.

Kronick, Moskovitz, Tiedemann & Girard ("Movant"), general bankruptcy counsel for Kimberly J. Husted ("Trustee"), the current chapter 7 trustee and former chapter 11 trustee for the bankruptcy estate of La Hacienda Mobile Estates, LLC ("Debtor"), requests allowance of final compensation and reimbursement for expenses for services rendered April 7, 2026 through July 6, 2026. Doc. #709. Movant provided legal services valued at $9,800.00 and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of $466.77. Id. This is Movant's first and final fee application with respect to services to the chapter 7 estate. Movant was previously awarded a chapter 11 administrative expense claim of $80,494.00 in fees and $1,056.87 as reimbursement for expenses for Movant's services to Trustee in her capacity as the chapter 11 trustee for Debtor's estate. Order, Doc. #670. Trustee consents to the amount requested in Movant's application. Decl. of Kimberly J. Husted, Doc. #713.

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) preparing a response to a motion for substantial contribution claim; (2) communicating with Trustee and CPA regarding tax motions, releasing funds, and fee applications; and (3) preparing and filing employment and fee applications. Decl. of Gabriel P.

Herrera, Doc. #711; Ex. B, Doc. #712. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

Accordingly, subject to opposition being raised at the hearing, this motion will be GRANTED on a final basis. The court allows final compensation in the amount of $9,800.00 and reimbursement for expenses in the amount of $466.77. Trustee is authorized to make a combined payment of $10,266.77, 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.

15. 24-11967-A-7 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
KMT-11

MOTION TO MAKE INTERIM DISTRIBUTION TO THE DEBTOR
7-1-2026 [700]

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

Kimberly J. Husted ("Trustee"), the chapter 7 trustee in the bankruptcy case of La Hacienda Mobile Estates, LLC ("Debtor"), moves for authority to make an interim distribution of $2 million to Debtor in this surplus estate. Doc. #700. Trustee is currently holding in excess of $2.76 million and expects the remaining claims to be paid in this chapter 7 case to be less than $33,000.00. Decl. of Kimberly J. Husted, Doc. #702.

Debtor has requested an interim distribution because there are potential ventures in which Debtor may wish to invest and the chapter 7 proceedings have delayed distributions. Husted Decl., Doc. #702. No assets remain to be liquidated in the bankruptcy case, and no business operations remain. Id. The proof of claim deadline has passed in the chapter 7 case, and there are less than $3,000.00 in filed proofs of claim. Id. Trustee anticipates that chapter 7 administrative claims will be less than $30,000.00. Id.

Trustee also believes an interim distribution should be made to reduce the assets against the blanket bond held by Trustee. Husted Decl., Doc. #702. After the interim distribution, Trustee will continue to hold estate funds in excess of $700,000, which is significantly more than the distributions expected to be made in the chapter 7 proceeding. Id. Trustee recognizes that the closure of this chapter 7 case has taken longer than anticipated, and there are still at least several months before the case can be closed given the remaining issues in the case, including tax motions, fee applications and final accountings. Id.

Federal Rule of Bankruptcy Procedure ("Rule") 3009 states that dividends to creditors in a chapter 7 case "shall be paid as promptly as practicable." Distributions to creditors generally coincide with the filing of the trustee's final account, but the court may authorize interim distributions if to do so would be in the best interests of the estate. In re Bird, 565 B.R. 382, 400 (Bankr. S.D. Tex. 2017); see In re GPLA, Inc., No. 2:16-bk-13416-RK, 2016 Bankr. LEXIS 3085, at *4 (Bankr. C.D. Cal. Aug. 22, 2016). The court has authority to approve an interim distribution under 11 U.S.C. § 105. In re Frantz, No. 2:18-cv-0018-DCN, 2020 U.S. Dist. LEXIS 51778, at *35 (D. Idaho Mar. 25, 2020) (citing Bird, 565 B.R. at 400).

While there is no exclusive list of standards by which to measure Trustee's motion, other courts have considered the following: (1) the benefit to existing creditors to receive the distribution; (2) the expense associated with delaying the distribution; (3) the prejudice to creditors who have yet to file proofs of claim; (4) whether sufficient funds exist in the estate to support the proposed distribution; and (5) whether the trustee has performed a diligent analysis concerning the respective claims at issue. See Bird, 565 B.R. at 400 (considering expense of delaying the distribution and prejudice to unknown creditors); In re Energy Coop, 173 B.R. 363, 372 (N.D. Ill. 1994) (considering estate's ability to fund an interim distribution in light of future administrative and litigation costs in conjunction with the trustee's "diligent, extensive analysis").

The deadline to file a proof of claim in this case was May 28, 2026. Husted Decl., Doc. #702. Trustee contends that the total amount of claims asserted in this case are $2,980.00, and Trustee anticipates chapter 7 administrative claims to be less than $30,000. Id. After the proposed interim distribution, Trustee will continue to hold in excess of $700,000.00. Id. Trustee believes the proposed interim distribution should be authorized. Id.

The court finds that Trustee has provided a sufficiently detailed analysis showing that payment of the interim distribution is in the best interests of creditors and the estate, that sufficient funds exist in the estate to support the proposed distribution, and that the proposed distribution will not prejudice creditors who have not filed proofs of claim.

Accordingly, the motion is GRANTED.

16. 24-11967-A-7 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
KMT-12

MOTION TO APPROVE TRUSTEE'S CHAPTER 11 FINAL ACCOUNTING
7-1-2026 [704]

KIMBERLY HUSTED/MV
GREGORY TAYLOR/ATTY. FOR DBT.
GABRIEL HERRERA/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 moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Kimberly J. Husted ("Trustee"), the current chapter 7 trustee and former chapter 11 trustee for the bankruptcy estate of La Hacienda Mobile Estates, LLC, seeks approval of Trustee's chapter 11 final accounting. Doc. #704.

11 U.S.C. § 1106(a)(1) requires Trustee to comply with 11 U.S.C. § 704(9), which requires Trustee to make a final report and file a final account of administration of the estate and the U.S. Trustee. Trustee has filed her final accounting and noticed that accounting to the U.S. Trustee, creditors and other parties in interest. No party has opposed the motion.

Accordingly, the motion is GRANTED.

17. 26-10867-A-7 **IN RE: EDDIE VINES**
CLB-1

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
4-1-2026 [17]

LAKEVIEW LOAN SERVICING, LLC/MV
JOAQUIN NOLET/ATTY. FOR DBT.
CHAD BUTLER/ATTY. FOR MV.
DISCHARGED 07/09/26

TENTATIVE RULING: This matter will proceed as scheduled.

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

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 originally 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 Eddie Lee Vines ("Debtor") filed untimely written opposition April 27, 2026. Doc. #34. 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.

The hearing on this motion has been continued several times to permit Debtor to convert this chapter 7 case to chapter 13 and cure all pre-petition arrears through a chapter 13 plan. Doc. ## 42, 56, 67. To date, Debtor has not filed a proper motion to convert. Moreover, Debtor's chapter 7 discharge was entered on July 9, 2026, so there is no longer an automatic stay as to Debtor pursuant to 11 U.S.C. § 362(c)(2)(C).

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to Debtor's interest pursuant to 11 U.S.C. § 362(c)(2)(C). Debtor's discharge was entered on July 9, 2026. Doc. #72. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, Lakeview Loan Servicing, LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to real property located at 2925 E. Ashcroft Avenue, Fresno, California 93726 ("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).

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 Debtor has failed to make at least 26 pre-petition payments and 1 post-petition payment. Movant has produced evidence that Debtor is delinquent by at least $66,053.16. Decl. of Jacqueline VanDerMiller, Doc. #19.

The court also finds that Debtor does not have any equity in the Property and the Property is not necessary to an effective reorganization because Debtor is in chapter 7. Debtor values the Property at $359,900.00, and the amount owed to Movant is $364,870.67. Schedule A/B, Doc. #1; VanDerMiller Decl., Doc. #19.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to proceed pursuant to applicable law to enforce its remedies to foreclose upon and obtain possession of the Property. 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.

18. 26-12472-A-7 **IN RE: RICHARD/JENNIFER MOTT**
RH-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-26-2026 [12]

TD BANK, N.A./MV
NEIL SCHWARTZ/ATTY. FOR DBT.
ROSEMARY HONG/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)(2) with respect to a 2024 Ram 3500, VIN: 3C63RRHL8RG137192 ("Vehicle"). Doc. #12.

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

After review of the included evidence, the court finds that the debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtors are in chapter 7. The Vehicle is valued at $59,004.00 and the debtors owe $67,496.91. Decl. of David L. Tagliaferri, Doc. #14. According to the debtors' Statement of Intention, the Vehicle will be surrendered. Doc. #1. Movant regained possession of the Vehicle pre-petition. Tagliaferri Decl., Doc. #14.

Accordingly, the motion is granted pursuant to 11 U.S.C. § 362(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)(4) is ordered waived because the Vehicle is a depreciating asset and the debtors surrendered the Vehicle to Movant pre-petition.

19. 25-12382-A-7 **IN RE: SLEEP FIT CORPORATION**
BAL-2

MOTION FOR ADMINISTRATIVE EXPENSES
6-26-2026 [108]

ICON RENO PROPERTY OWNER POOL 6 WEST/SOUTHWEST, LLC/MV
RILEY WALTER/ATTY. FOR DBT.
NAHAL ZARNIGHIAN/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted in part and denied in part.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The chapter 7 trustee timely filed a statement of conditional non-opposition to the court granting the instant motion. Doc. #114. The failure of the debtor and the U.S. 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 non-responding parties in interest are entered.

Icon Reno Property Owner Pool 6 West/Southwest, LLC ("Movant"), a creditor and post-petition lessor to Sleep Fit Corporation ("Debtor"), moves the court for an order authorizing Movant's chapter 7 administrative expense claim in the aggregate amount of $61,258.69 pursuant to 11 U.S.C. §§ 365(d)(3) and 503(b)(1) consisting of unpaid post-petition rent, late fees and utilities for July 17, 2025 through January 19, 2026 in the amount of $53,138.69 and reasonable attorney's fees in the amount of $8,120.00. Doc. #108. Movant also seeks immediate payment of its allowed administrative expense claim. Id.

Section § 365(d)(3) requires the trustee to "timely perform all the obligations of the debtor, except those specified in section 365(b)(2), arising from and after the order for relief under any unexpired lease of nonresidential real property, until such lease is assumed or rejected, notwithstanding section 503(b)(1) of this title." The Ninth Circuit has adopted a bright-line rule that all claims arising from post-petition, pre-rejection lease obligations are entitled to administrative expense priority. Towers v. Chickering & Gregory (In re Pacific-Atlantic Trading Co.), 27 F.3d 401, 403 (9th Cir. 1994); K-4, Inc. v. Midway Engineered Wood Prods., Inc. (In re TreeSource Indus., Inc.), 363 F.3d 994, 997 (9th Cir. 2004).

11 U.S.C. § 503(b)(1) provides that, after notice and a hearing, administrative expenses shall be allowed for "the actual, necessary costs and expenses of preserving the estate[.]" To be deemed an administrative expense under section 503(b), the claim must have arisen from a transaction with the trustee and directly and substantially benefitted the estate. Boeing N. Am., Inc. v. Ybarra (In re Ybarra), 424 F.3d 1018, 1025 (9th Cir. 2005).

"The burden of proving an administrative expense claim is on the claimant." Microsoft Corp. v. DAK Indus. (In re DAK Indus.), 66 F.3d 1091, 1094 (9th Cir. 1995). "The bankruptcy court has broad discretion whether to grant such a claim[,]" and only "the actual, necessary costs and expenses of preserving the estate" shall be approved. Id.

Debtor was a lessee of Movant pursuant to a written lease (the "Lease") that was effective as of January 9, 2020 for nonresidential real property located at 4816 Longley Lane, Reno, Nevada 89502 ("Premises"). Doc. #108. The Lease was deemed rejected by operation of law on November 14, 2025. Id. Following Debtor's petition, chapter 7 trustee Irma Edmonds ("Trustee") continued to occupy and use the Premises. Decl. of Michael S. Myers, Doc. #112. On October 14, 2025, Movant advised Trustee that post-petition rent continued to accrue under the Lease and that the estate remained obligated to perform under the Lease until assumption or rejection. Id. After the Lease was deemed rejected on November 14, 2025, Trustee continued to occupy and use the Premises until January 19, 2026. Doc. #108, Decl. of Ryan Shelton, Doc. #110; Myers Decl. #112. Therefore, Movant seeks to be paid for the nonperformance of post-petition Lease obligations from July 2025 through January 2026. Id. The court finds that the claim arises from Trustee's nonperformance of post-petition, pre-rejection lease obligations.

Trustee filed a conditional non-opposition to the motion on July 7, 2026. Doc. #114. Trustee does not oppose Movant's administrative claims on the condition that the court's order granting the motion provides that payment on any approved administrative expense claim shall be through the normal process of distribution. Id. The court agrees with Trustee and will not require immediate payment of Movant's allowed administrative expense claim.

Accordingly, this motion is GRANTED IN PART and DENIED IN PART. The estate is authorized to pay $61,258.69 to Movant as an administrative expense claim for nonperformance of post-petition Lease obligations and attorney's fees. 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.

20. 25-12383-A-7 **IN RE: MATTRESS LAND OF WA, INC.**
FW-6

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH MICHAEL ONEILL
6-25-2026 [58]

IRMA EDMONDS/MV
RILEY WALTER/ATTY. FOR DBT.
GABRIEL WADDELL/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 moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Irma Edmonds ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Mattress Land of WA, Inc. ("Debtor"), moves the court for an order pursuant to Federal Rule of Bankruptcy Procedure 9019 approving the compromise of all claims and disputes with Michael O'Neill ("O'Neill"). Doc. #58.

In Trustee's administration of Debtor's estate, Trustee became informed that O'Neill removed and disposed of property of the bankruptcy estate, and based on that information, Trustee believes that O'Neill's actions caused damage to Debtor's bankruptcy estate. Decl. of Irma Edmonds, Doc. #60. Specifically, O'Neill contracted with the landlord for Debtor's Couer d'Alene business location ("Premises") to ostensibly purchase inventory and other assets of the bankruptcy estate located at the Premises. Id. On the basis of that ostensible purchase, O'Neill removed assets of the bankruptcy estate from the Premises. Id.

After Trustee demanded return of estate property, O'Neill subsequently turned over substantial inventory items to the bankruptcy estate's auctioneer but disposed of some items. Edmonds Decl., Doc. #60. O'Neill has argued that the things he disposed of were valueless, but ultimately Trustee understands that there are no records or evidence for Trustee to verify what O'Neill disposed of or whether every item removed by O'Neill was returned to the bankruptcy estate. Id. Trustee notes that the items returned by O'Neill were sold at auction for a gross price exceeding $17,000.00, which exceeded Debtor's estimate of value for the assets at the Premises. Id.

Additionally, the landlord for the Premises sent Trustee a check for $4,000.00, which was the purchase price paid by O'Neill to the landlord of the Premises for the property of the estate O'Neill was attempting to purchase. Edmonds Decl., Doc. #60. However, on instruction of O'Neill, the landlord issued a stop payment order on the check sent to Trustee. Id. The landlord thereafter turned over the funds to O'Neill, thereby denying the estate the ability to recover those funds and further delaying administration. Id.

To resolve the estate's claim against O'Neill, Trustee and O'Neill have agreed to settle the estate's claims against him for payment of $4,000.000. Edmonds Decl., Doc. #60. Trustee has received the payment of $4,000.00. Doc. #58.

On a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Fed. R. Bankr. P. 9019. Approval of a compromise must be based upon considerations of fairness and equity. Martin v. Kane (In re A & C Props.), 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the creditors with a proper deference to their reasonable views. Woodson v. Fireman's Fund Ins. Co. (In re Woodson), 839 F.2d 610, 620 (9th Cir. 1988).

It appears from the moving papers that Trustee has considered the standards of A & C Properties and Woodson. Doc. #58. Although Trustee believes O'Neill disposed of estate property and Trustee would prevail in obtaining that determination, there is concern regarding whether that disposal caused damage to the bankruptcy estate and, if so, the extent of those damages. Edmonds Decl., Doc. #60. The proposed settlement obviates the need to litigate the estate's claims against O'Neill. Further, Trustee believes it is highly unlikely that litigation would result in an increase to the amount distributed to creditors. Id. Moreover, even if Trustee obtained a judgment for damages against O'Neill, Trustee would have to collect that judgment, necessitating further risk and delay. Id. Given the lack of documentary records, Trustee believes pursuing an adversary proceeding against O'Neill would be factually complex, especially in light of the small amount at issue. Id. Finally, the proposed settlement maximizes the return to unsecured creditors. Id. Trustee believes in her business judgment that the settlement is fair, reasonable, and obtains an economically advantageous result for the estate. Id. The court concludes that the Woodson factors balance in favor of approving the compromise, and the compromise is in the best interests of the creditors and the estate.

It further appears that the compromise pursuant to Federal Rule of Bankruptcy Procedure 9019 is a reasonable exercise of Trustee's business judgment. The court may give weight to the opinions of the trustee, the parties, and their attorneys. In re Blair, 538 F.2d 849, 851 (9th Cir. 1976). No opposition has been filed. Furthermore, the law favors compromise and not litigation for its own sake. Id.

Accordingly, the motion is GRANTED, and the settlement between Trustee and O'Neill is approved.

This ruling is not authorizing the payment of any fees or costs associated with the litigation.

21. 23-21584-A-7 **IN RE: CASSANDRA VISCIA**
RH-2

MOTION TO APPROVE LOAN MODIFICATION
6-11-2026 [168]

WILMINGTON SAVINGS FUND SOCIETY, FSB/MV
MARK SHMORGON/ATTY. FOR DBT.
ROSEMARY HONG/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 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.

Wilmington Savings Fund Society, FSB, as Owner Trustee of the Residential Credit Opportunities Trust X-C ("Wilmington"), a secured creditor in this chapter 7 case, moves the court for an order authorizing Cassandra Elliene Viscia ("Debtor") to modify her existing mortgage. Doc. #168. Wilmington seeks to modify the mortgage on Debtor's primary residence located at 150 Pleasant Street, Colfax, California 95713 ("Residence"). Id.

Debtor's bankruptcy petition was originally filed under chapter 13 and was converted to chapter 7 on April 7, 2026. Doc. ##1, 150. Wilmington holds a deed of trust on the Residence. Schedule D, Doc. #1; Claim 10. On January 22, 2026, NewRez, LLC, dba Shellpoint Mortgage Servicing transferred its claim to Wilmington. Doc. #137. Wilmington has offered a home loan modification for the Residence because Debtor is behind on her loan payments to Wilmington, and the proposed loan modification will bring Debtor current. Doc. #168; Decl. of Tom French, Doc. #170. Debtor seeks to accept Wilmington's offer to bring her current. Id.

Comparing the proof of claim filed by Wilmington to the proposed modification, the modification will increase the interest rate from 4.250% to 8% and the monthly payment from $1,357.64 to $2,329.71, as well as extend the maturity date of the loan from February 1, 2046 to November 1, 2065. Claim 10; French Decl., Doc. #170. The modified debt is a single loan incurred only to modify the existing debt encumbering Debtor's Residence and the only security for the modification will be Debtor's Residence. French Decl., Doc. #170. No other terms are changed as part of the agreement. There is no opposition to the relief sought in the motion.

Accordingly, this motion is GRANTED. Debtor is authorized, but not required, to modify the existing mortgage with Wilmington in a manner consistent with the motion.

22. 26-11586-A-7 **IN RE: CHANNEL MARTIN**

MOTION TO REDEEM
7-8-2026 [38]

CHANNEL MARTIN/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.

Federal Rule of Bankruptcy Procedure ("Rule") 9014(b) requires a motion to redeem be served "in the manner provided for service of a summons and complaint by Rule 7004." Service of the motion on Bridgecrest AIS Portfolio Services, LLC ("Creditor") does not satisfy Rule 7004.

Rule 7004(b)(3) provides that service upon an unincorporated association 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 shows that service on Creditor was not addressed to the name of Creditor and also was not addressed to the attention of the necessary person for proper service on Creditor. See Doc. #38. Accordingly, service of the motion does not comply with Rule 7004(b).

As a further procedural matter, notice of the hearing on this motion was sent by mail on July 8, 2026 with a hearing date set for July 29, 2026. Doc. #38. Because the notice was sent less than 28 days prior to the hearing date, notice is governed by Local Rule of Practice ("LBR") 9014-1(f)(2). Pursuant to LBR 9014-1(f)(2), written opposition is not required, and any opposition may be raised at the hearing. However, the notice of hearing does not state that opposition may be raised at the hearing and does not comply with LBR 9014-1(d)(3)(B)(i).

As a further procedural matter, the motion does not comply with LBR 9004-2(c), which requires motions, notices, objections, responses, replies, declarations, affidavits, other documentary evidence, exhibits, memoranda of points and authorities, other supporting documents, proofs of service, and related pleadings to be filed as separate documents. Here, this motion was filed as a single three-page document that included the movant's notice of hearing and certificate of service. Doc. #38.

As a further procedural matter, LBR 9014-1(d)(3)(D) requires in relevant part that "[e]very motion or other request for relief shall be accompanied by evidence establishing its factual allegations and demonstrating that the movant is entitled to the relief requested." Here, there is no declaration filed with the motion (Doc. #38) to support the relief sought by the movant. Because no evidence was filed or served with the motion, the movant has not met her required burden of proof or complied with this court's Local Rules of Practice.

As a further procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing.

As a further procedural matter, the motion and supporting papers do 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). Here, the motion and supporting papers did not include a Docket Control Number.

The court encourages the debtor 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.

23. 26-12291-A-7 **IN RE: SANDY SYBOUNLEUANG**
FF-1

MOTION TO AVOID LIEN OF WELLS FARGO BANK, N.A.
6-26-2026 [10]

SANDY SYBOUNLEUANG/MV
GARY FRALEY/ATTY. FOR DBT.
CON'T TO 8/05/26 BY ORDER DOC NO. 21

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

DISPOSITION: Continued to August 5, 2026 at 1:30 p.m.

NO ORDER REQUIRED.

On July 9, 2026, the court issued an order continuing the hearing on the motion to avoid judicial lien to August 5, 2026 at 1:30 p.m. Doc. #21.

24. 26-12593-A-7 **IN RE: IVAN QUINTANA AND JOHANNA CARRILLO-QUINTANA**
DS-1

MOTION TO APPROVE LOAN MODIFICATION
7-8-2026 [14]

AMERIHOME MORTGAGE COMPANY LLC/MV
R. BELL/ATTY. FOR DBT.
DANIEL SINGER/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Local Rule of Practice ("LBR") 9014-1(d)(3)(D) requires in relevant part that "[e]very motion or other request for relief shall be accompanied by evidence establishing its factual allegations and demonstrating that the movant is entitled to the relief requested." While the court notes there is a copy of the Loan Modification Agreement, there is no declaration filed with the motion to approve loan modification (Doc. #14) or any analysis to support the relief sought by the movant. Since no evidence was filed or served with the motion to approve loan modification, the movant has not met its required burden of proof or complied with this court's Local Rules of Practice.

As a further procedural matter, the motion does not comply with LBR 9004-2(d), which requires exhibits to be filed as a separate document. This motion was filed as a single fourteen-page document that included the movant's exhibits. Doc. #14.

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

Accordingly, the motion is DENIED WITHOUT PREJUDICE.

25. 25-26199-A-7 **IN RE: LINDSEY WILLSON**
MOH-1

MOTION TO SUBSTITUTE ATTORNEY
6-30-2026 [101]

MICHAEL HAYS/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record adequately supplemented.

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

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

Christopher Willson timely filed written limited opposition on July 9, 2026. Doc. #107. The failure of the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

Michael O. Hays ("Movant"), counsel for Lindsey Jean Willson ("Debtor"), the debtor in this chapter 7 case, moves to withdraw as Debtor's attorney of record in Debtor's bankruptcy case pending before this court as Case No. 25-26199. Doc. #101. Movant's withdrawal will leave Debtor unrepresented by counsel. Christopher Willson does not oppose Movant's motion so long as any order granting Movant's motion does not affect the briefing schedule for the August 5, 2026 hearing on Mr. Willison's motion for examination and production of documents pursuant to Federal Rule of Bankruptcy Procedure 2004. Doc. #107.

LBR 2017-1(e) states that "an attorney who has appeared may not withdraw leaving the client *in propria persona* without leave of court upon noticed motion and notice to the client and all other parties who have appeared." The local rule goes on to require the attorney seeking withdrawal to "provide an affidavit stating the current or last known address" of the client and "the efforts made to notify the client of the motion to withdraw." LBR 2017-1(e).

Movant's declaration filed in support of the motion does not address the efforts Movant made to notify Debtor of the motion to withdraw as Debtor's attorney of record. Decl. of Michael O. Hays, Doc. #103. At the hearing, the court will permit Movant to supplement the record as to the efforts Movant made to notify Debtor of the motion to withdraw as Debtor's attorney of record. The certificate of service filed with this motion shows that Debtor received notice via U.S. mail. Doc. #104. Service was also made upon Christopher Willson. Id.

Movant's declaration also does not provide the current or last known address of Debtor, so Movant has not fully complied with LBR 2017-1(e). Hays Decl., Doc. #103. At the hearing, the court will permit Movant to supplement the record as to the current or last known address of Debtor.

Withdrawal is governed by the California Rules of Professional Conduct. LBR 2017-1(e). Pursuant to California Rule of Professional Conduct 1.16, a lawyer may withdraw from representing a client if the client breaches a material term of an agreement with the lawyer and the lawyer has given the client reasonable warning of withdrawal. Cal. Rule Prof. Conduct 1.16(b), https://www.calbar.ca.gov/Attorneys/Conduct-Discipline/Rules/Rules-of-Professional-Conduct/Current-Rules.

Movant has incurred significant fees in providing services with respect to two motions filed by Mr. Willson that Debtor has not been able to pay. Hays Decl., Doc. #103. Movant's declaration filed in support of the motion does not address the reasonable warnings of withdrawal Movant gave to Debtor that is part of the requirements to withdraw under the California Rules of Professional Conduct. At the hearing, the court will permit Movant to supplement the record as to the reasonable warnings of withdrawal Movant gave to Debtor that is part of the requirements to withdraw under the California Rules of Professional Conduct before the court will grant the motion.

Accordingly, if Movant can sufficiently supplement the record at the hearing, this motion will be GRANTED.