UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Wednesday, July 30, 2025

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

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

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

Please also note the following:

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

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

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

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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.

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

9:30 AM

1. 23-11116-B-13 **IN RE: HUMBERTO/NANCY VIDALES**
TCS-8

CONTINUED MOTION TO MODIFY PLAN
4-29-2025 [132]

NANCY VIDALES/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

NO RULING.

This matter was originally heard on June 4, 2025. Doc. #142.

Humberto and Nancy Vidales ("Debtors") move for an order confirming the Third Modified Chapter 13 Plan dated April 29, 2025. Doc. #132. Debtor's current plan was confirmed on December 8, 2023. Doc. #99. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. Debtors motion to confirm states that the Debtors have spoken to the mortgage company, Wells Fargo Bank, and that they have confirmed that the mortgage arrears were an error, and the Debtors are not only current, but have an excess balance in a suspense account. (Dkt. 132.) Therefore, this modified plan seeks to move Wells Fargo Bank from Class 1 to a Class 4 direct pay. However, the Debtors have not objected to Wells Fargo Bank's proof of claim nor has Wells Fargo Bank filed an amended proof of claim removing the pre-petition mortgage arrears. (POC 12-1.) Until an objection is sustained or an amended proof of claim is filed, the pre-petition mortgage arrears listed in Wells Fargo Bank's proof of claim are presume valid.

Doc. #139. On May 28, 2025, the Debtors responded ("Response"), acknowledging the validity of Trustee's objection but stating that they have filed an Objection to the Wells Fargo claim. Doc. #141. Debtors requested that this matter be continued to July 16, 2025, to be heard in conjunction with that Objection to the Wells Fargo claim ("the Claim Objection"), though the Claim Objection had not yet been filed at the time of the Response. *Id.* The court continued the matter to July 9, 2025, and then to July 30, 2025, after Debtors finally filed the Claim Objection on June 17, 2025. Docs. #142, #145, and #150. The Claim Objection is addressed in Item #2, below.

For the reasons outlined in Item #2, the court is not yet able to predispose of the Claim Objection and intends to call it for hearing. If the Claim Objection is sustained, there are no obstacles to granting this motion. If the Claim Objection is overruled, on the other hand, this motion will be denied.

The proposed Modified Plan differs from the Confirmed Plan as follows:

1. Both plans are for 60 months.
2. The Confirmed Plan calls for monthly payments of $3,700.00 for months 1-4 and monthly payments of $5,165.00 for months 5-60. The Modified Plan calls for an aggregate payment of $91,837.22 for months 1-22, followed by $4,010.00 per month for months 22-60.
3. All creditors to receive and retain any payments previously paid to them in both plans.
4. Under the Confirmed Plan, Debtors paid Wells Fargo as a Class 1 creditor, with ongoing payments to commence in month 5 and continuing or the life of the plan, with a post-petition arrearage account to be created for months 1-4. Under the Modified Plan, Debtors will pay Wells Fargo directly as a Class 4 creditor, with Wells Fargo receiving $23,767.20 for ongoing payments and $6,349.48 for arrearage payments under Class 1.
5. In the Confirmed Plan, Wells Fargo was paid as a Class 1 creditor with an arrearage of $7,546.81 at 0.00% interest with an average dividend of $300.00 per month and an ongoing post-petition payment of $1,320.40 per month. In the Modified Plan, Wells Fargo will be moved from Class 1 to Class 4, with Debtors directly paying a $1,320.40 contract payment.
6. The plan is otherwise unchanged.

Compare Doc. #69 *with* Doc. #137. The court notes that in the Confirmed Plan, Debtors acknowledged a Class 1 arrearage in the amount of $7,346.81 (the amount of the original arrearage cited by Wells Fargo in its Proof of Claim and in its Response to Debtors' Objection to Proof of Claim (see Item #2, below). In the moving papers accompanying that Objection to Claim, Wells Fargo presents evidence in the form of a Trustee Ledger listing $7,346.81 as the claimed and scheduled amount, $6,349.48 as the principal paid on the arrearage, and $997.33 as the principal due. Doc. #154 (Exhibit 1, Creditor's Response to Objection to Claim).

In the Modified Plan, Debtors concede in Section 7 (Nonstandard Provisions) that Wells Fargo has received $6,349.48 in arrearage payments. Doc. #137. The difference between the $7,346.81 arrearage owed (as Debtors concede) and the $6,349.48 in arrearage payments made under the confirmed plan is equal to $997.33. Debtors do not offer explanation as to why that $997.33 does not represent an arrearage that must be paid in Class 1.

As stated, disposition of this matter turns first on the disposition of the Claim Objection (Item #2). Depending on the resolution of that matter, this motion may be GRANTED, DENIED, or CONTINUED.

2. 23-11116-B-13 **IN RE: HUMBERTO/NANCY VIDALES**
TCS-9

OBJECTION TO CLAIM OF WELLS FARGO BANK, N.A., CLAIM NUMBER 12
6-17-2025 [145]

NANCY VIDALES/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

Humberto and Nancy Vidales ("Debtors") object to the claim of Wells Fargo Bank, N.A. ("Wells Fargo") (POC #12). Doc. #145 *et seq.* The Objection is supported by the Declaration of Humberto Vidales and an Exhibit consisting solely of a copy of the Proof of Claim.

As a threshold matter, the court notes that, in the ordinary course of events, this Objection would be Overruled for the following procedural defects:

First, Debtors erroneously based their Notice of the Objection on Local Rule of Bankruptcy Practice ("LBR") 9014-1(f)(1). Doc. #146. However, claim objections are governed by LBR 3007-1(b)(1), which requires that an objection to a proof of claim be set on 44 days' notice. LBR 3007-1(b)(1). Here, the motion was filed on June 17, 2025, and set for hearing on July 30, 2025. Doc. #146 (Notice of Objection), which is only 43 days.

While Debtors could have filed this Objection on less than 44 days pursuant to LBR 3007-1(b)(2), the Notice would have needed to advise all parties in interest that no party in interest would be required to file written opposition to the objection and that any opposition could be presented at the hearing. *See* LBR 3007-1(b)(2). Debtors' Notice, however, states that any opposition shall be in writing and served and filed no less than 14 days before the hearing. Doc. #146. This was incorrect.

Further complicating matters, while the caption of the Notice does list July 30, 2025, as the date of the hearing, the first paragraph of the Notice erroneously states that the hearing date was set for July 16, 2025.

Nevertheless, despite the procedural defects, Wells Fargo timely filed a Response in opposition fourteen days prior to the hearing date. Doc. #153. And as the disposition of this Objection will determine whether the Debtors' *Motion to Modify Plan* (Item #1, above) will be granted or denied, the court elects to overlook the procedural defect and address the Objection substantively.

The Wells Fargo Proof of Claim asserts an arrearage of $7,346.81 on Debtors' mortgage. POC #12-1. Debtors object to this claim, declaring

that (1) the arrearage has been paid in full, (2) the arrearage alleged by the Proof of Claim was due to the suspense account and amounts that had not yet been allocated to the mortgage, (3) representatives of Wells Fargo have advised Debtors that the account is current, and (4) Debtors' direct payments to Wells Fargo have been accepted. Doc. #147.

However, the Declaration of Humberto Vidales does not provide any further information about communications from Wells Fargo to Debtors, including but not limited to (1) the name of the individual supposedly representing Wells Fargo who allegedly advised Debtors that the "error" had been resolved and the account was current, (2) evidence that this individual, whoever they are, had authority to advise Debtors that their account was current, and (3) any written documentation or other evidence confirming that no arrears is owed to Wells Fargo.

On July 16, 2025, Wells Fargo filed a Response stating, *inter alia*, that it had indeed filed a claim for arrears in the amount of $7,346.81 but that "[t]he Trustee's Ledger shows that pre-petition arrears totaling $6,349.48 have been paid to Wells Fargo and a balance of $997.33 remains." Doc. #153. The Response is accompanied by an Exhibit in the form of a copy of the Trustee Ledger, which does indeed indicate that Wells Fargo's claim of $7,346.81 was scheduled, that $6,349.8 had been paid towards the arrearage as of the last distribution date (November 29, 2024), and that $997.33 was still outstanding. Doc. #154.

To an extent, these figures are confirmed by Debtor's own filings. The Confirmed Plan governing this case lists Wells Fargo as a Class 1 creditor to whom an arrearage of $7,346.81 was owed. Doc. #69. The Modified Plan for which Debtors now seek confirmation in Item #1, above, proposes that Wells Fargo receive $6,349.48 for arrearage payments, but that plan is silent as to the remaining balance owed to Wells Fargo for arrearage. Doc. #137.

The court is not persuaded that the Trustee Ledger alone is adequate evidence to refute Debtors' arguments. The Trustee Ledger is proof that disbursements were made to Wells Fargo but is silent as to whether any payments were made after November 29, 2024. *Id.* Wells Fargo presents no other evidence in support of its position, including but not limited to: (1) any documentation from Wells Fargo or records showing how much had been paid to it for the outstanding arrearage and how much remains, or (2) a declaration from any qualified employee capable of testifying as to Debtors' payments on the arrearage and how much remains.

In short, neither party has presented enough evidence one way or another to rule on this objection. Accordingly, the hearing will go forward as a status conference to set a schedule for the parties to file supplemental pleadings, and the court will set a continued

hearing date. At the conclusion of the hearing, the court will issue an order.

3. 25-11432-B-13 **IN RE: MARCUS GATHRIGHT**
LGT-2

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
6-27-2025 [24]

LILIAN TSANG/MV
RESPONSIVE PLEADING

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

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

ORDER: The court will issue an order.

This matter will be CONTINUED to August 13, 2025, at 9:30 a.m. to be heard in conjunction with the Objection to Confirmation (Doc. #18) which is set for that same day.

4. 18-13936-B-13 **IN RE: SERGIO/JASMYNE HERNANDEZ**
SL-2

MOTION TO AVOID LIEN OF AMERICAN EXPRESS CENTURION BANK, A UTAH STATE CHARTERED BANK
6-27-2025 [45]

JASMYNE HERNANDEZ/MV
SCOTT LYONS/ATTY. FOR DBT.
DISMISSED 02/15/2022

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied.

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

Jasmyne Hernandez ("Debtor") moves for an order avoiding the judgment lien of American Express Centurion Bank, a Utah State Chartered Bank ("American Express"). Doc. #45.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least

14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here. In the absence of any additional arguments in support of the motion, this motion will be DENIED.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving American Express with process via first class mail on June 27, 2025, at its place of business and to the attention of "Officer authorized to receive legal notice". Doc. #49. Debtor also complied with Rule 7004(h), which requires service to be made on an insured depository institution by certified mail and addressed to an officer except where the three exceptions specified in subsections (h)(1)-(3) apply. *Id.*

Debtor and her now-deceased husband and co-debtor (collectively "Debtors") filed for Chapter 13 bankruptcy on September 28, 2018. Doc. #1. On January 5, 2022, Michael H. Meyer ("Meyer"), the Chapter 13 Trustee serving at that time, filed a Notice of Default and Intent to Dismiss Case for failure to make plan payments. Doc. #23. Debtors did not respond to the Notice, and on February 14, 2022, the court entered an order dismissing this case pursuant to LBR 3015-1(g). Doc. #27. The Notice of Entry of Order of Dismissal was entered on February 16, 2022, and the case was closed without discharge on September 8, 2022. Docs. #29, #38.

On May 29, 2025, two years and eight months later, Debtor filed an *ex parte* Application to Reopen this case ("the Application") for the purpose of "amend[ing] her schedules to disclose and avoid a judgment lien impairing the equity on her residence." Doc. #39. The Application avers that "Debtors filed all papers and pleadings required of them to commence their case and maintained their plan payments under the terms of their confirmed Chapter 13 plan in order to obtain a discharge." *Id.*

This averment is factually incorrect. As noted above, Debtors did not maintain their plan payments and their case was ultimately dismissed without grant of a discharge. Docs. #27, #29.

Generally, 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). § 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), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

However, 11 U.S.C. § 349(b) states, *inter alia*, that, unless the court orders otherwise, dismissal of a bankruptcy case "reinstates ... any transfer avoided under [§ 522]." Thus, the question of whether the elements of § 522(f) are met is moot. Had Debtors sought and been granted lien avoidance during the life of their bankruptcy case, that lien would have been reinstated immediately upon the dismissal of Debtors' bankruptcy case for Debtors' failure to make plan payments. Consequently, the court fails to see on what legal basis the surviving Debtor can reopen her case to pursue lien avoidance *after* dismissal.

The power to avoid judicial liens which impair a debtor's exemptions is a privilege afforded to debtors who have complied successfully with the requirements of the Bankruptcy Code. The court notes that there is a split of authority as to whether an order avoiding a judicial lien is effective upon entry of the order or not until discharge (or possibly completion of plan payments in Chapter 13 cases where a discharge is not sought). *Compare In re Harris*, 482 B.R. 899, 902 (Bankr. N.D. Ill. 2012) (holding that a lien avoidance is not effective until debtor completes the Chapter 13 plan payments and receives a discharge), *In re Prince*, 236 B.R. 746, 750–51 (Bankr. N.D. Okla. 1999)(same), *and In re Stroud*,219 B.R. 388, 390 (Bankr. M.D.N.C. 1997) (same), *with In re Mulder*, 2010 WL 4286174, at *2–3 (Bankr. E.D.N.Y. Oct. 26, 2010) (holding that the lien is avoided immediately upon entry of the order) *and In re Ferrante*, 2009 WL 2971306, at *4 (Bankr. D.N.J. Sept. 10, 2009) (same).

But it seems beyond question that an order avoiding a judicial lien cannot have effect *after* dismissal of the case for failure to make plan payments. Unless Debtor presents a persuasive legal basis for allowing lien avoidance under these circumstances, the court intends to DENY this motion.

5. 25-11239-B-13 **IN RE: JENNIFER CHAPARRO**
JM-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-19-2025 [18]

ONEMAIN FINANCIAL GROUP, LLC/MV
SETH HANSON/ATTY. FOR DBT.
JAMES MACLEOD/ATTY. FOR MV.

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

DISPOSITION: Denied as moot.

ORDER: The court will issue the order.

OneMain Financial Group, LLC ("Movant") brings this *Motion for Relief from the Automatic Stay* against Jennifer Chaparro ("Debtor") as to a 2009 Jeep Wrangler ("the Vehicle"). Doc. #18. The confirmed plan reflects that Movant is listed as a Class 3 creditor and the Property is to be surrendered to Movant. Doc. #3, Confirmed Doc. #15. Accordingly, the automatic stay is not in effect as to the Vehicle and Movant is already free "to exercise its rights against its collateral and any non-debtor in the event of a default under applicable law or contract." Doc. #3 at 3.9.

Since Movant already can exercise its rights, stay relief is now moot. The motion is DENIED.

6. 25-11861-B-13 **IN RE: BRIAN/ANGELA CURTIS**
LGT-1

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
7-7-2025 [23]

GABRIEL WADDELL/ATTY. FOR DBT.

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

DISPOSITION: Withdrawn.

No order is required.

On July 18, 2025, the Trustee withdrew this Objection to Confirmation. Doc. #30. Accordingly, this Objection is WITHDRAWN.

7. 25-11363-B-13 **IN RE: MIGUEL TREVINO**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
7-2-2025 [26]

DISMISSED 7/16/25

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

DISPOSITION: Dropped and taken off calendar.

NO ORDER REQUIRED.

An order dismissing the case was entered on July 16, 2025. Doc. #29. Accordingly, this Order to Show Cause will be taken off calendar as moot. No appearance is necessary.

8. 24-10769-B-13 **IN RE: NANCY/STEVE WILLIAMS**
SDS-3

MOTION TO MODIFY PLAN
6-18-2025 [69]

STEVE WILLIAMS/MV
SUSAN SILVEIRA/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.

Nancy and Steve Williams ("Nancy" and "Steven"; collectively "Debtors") move for an order confirming the *Second Modified Chapter 13 Plan* dated June 18,2025. Docs. #69, #72. Debtors' current plan was confirmed on July 19, 2024. Doc. #48.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of any party in interest, including but not limited to creditors, the U.S. Trustee, and the chapter 13 trustee ("Trustee"), to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987).

No party in interest has responded, and the defaults of all nonresponding parties are entered. This motion will be GRANTED.

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

1. § 2.01. The confirmed plan provides for monthly payments of $1,875.00 for 60 months. The modified plan provides for monthly payments as follows:
   a. $1,875.00 in months 1-4,
   b. $1,987.00 in months 5-8, and
   c. $1,160.00 in months 8-36.
2. § 2.02. Debtors will provide additional payment (amount to be determined) derived from the sale of property located at 1541 No. Tipton St., Visalia, CA 93292 ("the Property") within 12 months of confirmation.
3. § 2.03. The plan's duration will be reduced from 60 months to 36 months.
4. § 3.06. The confirmed plan provides for an administrative expense payment of $250.00 per month. The modified plan calls for administrative expense payments as follows:
   a. $250.00 per month for months 1-10,
   b. $0.00 per month for months 11-12, and
   c. $250.00 beginning in month 13 and continuing until the balance is paid from the sale of the Property.
5. § 3.08. The confirmed plan provides for a payment to Tulare County Tax Collector ("TCTC") in the amount of $3,450.86 at 18.00% interest with a monthly dividend of $87.63. The modified plan provides for TCTC as follows:
   a. TCTC shall collect an aggregate amount of $2,492.49 through June 1, 2025, and
   b. TCTC shall be paid a monthly dividend of $87.63 thereafter until the balance is paid through the sale of the Property.
6. § 3.08. The confirmed plan provides for a payment to American Honda Financial Corp. ("Honda") in the amount of $32,377.90 at 6.90% interest with a monthly dividend of $639.59. The modified plan provides that Honda as follows:
   a. Honda shall collect an aggregate amount of $14,195.49 through June 1, 2025, and
   b. Honda shall be paid a monthly dividend of $639.59 thereafter until the balance is paid through the sale of the Property.
7. § 3.14. The distribution to unsecured creditors remains at 0%, but the estimated total of Class 7 claims is reduced from approximately $445,722.95 to $333,965.25.
8. The plan is otherwise unmodified.

Compare Docs. #9 and #72.

Debtors aver that this modification is necessary because they fell behind in payments due to Steve being unemployed for several months and Nancy not earning any income as a real estate agent. Doc. #71.

Steven has since obtained new employment that provides a monthly net income of approximately $6,600.00. *Id.* Debtors declare that the modified plan will bring them current on plan payments and that any remaining balance will be paid when the Property is sold within 12 months of confirmation after their daughter has completed high school. *Id.*

Debtors' *Amended Schedule I & J* dated May 7, 2025, reflects a monthly net income of $1,160.61, down from $1,987.05, which was their monthly net income according to their Schedules at the time the current plan was confirmed. *Compare* Docs. #40 *and* #62.

The court notes that that Debtors' *First Modified Chapter 13 Plan* dated May 2, 2025, was substantially similar to this plan save that it proposed the sale *or refinance* of the Property to take place within 20 months of confirmation. #60. After opposition from Trustee, the court denied from the bench Debtors' motion to confirm that plan on the grounds that the 20-month deadline for sale or refinance was too long given the potential volatility of the housing market looking that far into the future.

Neither Trustee nor any other party in interest has objected to this motion, and the defaults of all non-responding parties in interest are entered.
This motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

9. 25-11090-B-13 **IN RE: SHAYLA NORWOOD**
PLG-1

MOTION TO CONFIRM PLAN
6-9-2025 [22]

SHAYLA NORWOOD/MV
RABIN POURNAZARIAN/ATTY. FOR DBT.
RESPONSIVE PLEADING WITHDRAWN

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.

Shayla Norwood ("Debtor") seeks an order confirming the *First Modified Chapter 13 Plan* dated June 9, 2025. Docs #22, #26. No plan has been confirmed so far. The 60-month plan proposes the following terms:

1. Debtor's monthly payments shall be as follows:
    a. $370.00 for 1 month;

b. $900.00 for 34 months;
c. $1,636.00 for 4 months; and
d. $2,021.00 for 21 months.

2. Outstanding Attorney's fees in the amount of $3,913.00 to be paid through the plan. To resolve the Trustee's Objection to Confirmation, Debtor's counsel agrees to seek fees through a fee application.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
   a. Capital One Auto Finance (Class 2A, PMSI, 2020 Kia Telluride). $15,293.16 at 2.90% to be paid by a monthly dividend of $656.64 starting in month 2 until paid in full (see Section 7, Non-Standard Provision for Section 3.08).
4. A dividend of 100% to unsecured creditors.

Doc. #26. This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of the creditors, the chapter 13 trustee ("Trustee"), the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

No party in interest has responded except for Trustee who has since withdrawn the Objection.

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

10. 25-11296-B-13 **IN RE: CHARRY SEE AND SOMCHITH XAIVONG**
LGT-1

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
5-29-2025 [14]

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

FINAL RULING: There will be no hearing in this matter

DISPOSITION: Overruled as moot

ORDER: The court will prepare the order.

This matter was originally heard on June 25, 2025. Doc. #17.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the Chapter 13 Plan filed by Charry See and Somchith Xaivong ("Debtors") on April 21, 2025. Doc. #15.

On July 24, 2025, Debtors filed their *First Modified Chapter 13 Plan* and a motion to confirm same. Docs. #26, #28. Accordingly, this Objection to the earlier plan will be OVERRULED as moot.

11. 24-13097-B-13 **IN RE: ROBERT HERMAN**
JCW-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-30-2025 [77]

WILSHIRE CONSUMER CREDIT/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
JENNIFER WONG/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.

Wilshire Consumer Credit ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2015 Kia Rio LX ("Vehicle"). Doc. #77. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Robert Herman ("Debtor") did not file opposition, and the Vehicle was surrendered to the Movant on August 27, 2024. No other party in interest timely filed written opposition. This motion will be GRANTED.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has missed four (4) pre-petition payments totaling $484.32 and eight (8) post-petition payments in the amount of $968.64. Docs. #79, #81. Additionally, Movant recovered possession of the Vehicle pre-petition on August 27, 2024. *Id.* Since the Vehicle has been recovered, the only issue is disposition of the collateral.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit the 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 Debtor has failed to make at least four (4) pre-petition payments and eight (8) post-petition payments to Movant, and the Vehicle is a depreciating asset.

12. 25-12099-B-13 **IN RE: ERIC KUNG**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
7-9-2025 [11]

DISMISSED 7/14/25

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

DISPOSITION: Dropped and taken off calendar.

NO ORDER REQUIRED.

An order dismissing the case was entered on July 14, 2025. Doc. #13. Accordingly, this Order to Show Cause will be taken off calendar as moot. No appearance is necessary.

11:00 AM

1. 20-10809-B-11 **IN RE: STEPHEN SLOAN**
   21-1039

   CONTINUED PRE-TRIAL CONFERENCE RE: FIRST AMENDED COMPLAINT
   10-27-2022 [58]

   SANDTON CREDIT SOLUTIONS
   MASTER FUND IV, LP V. SLOAN ET
   KURT VOTE/ATTY. FOR PL.

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

DISPOSITION: Continued to September 24, 2025, at 11:00 a.m.

No order is required.

Pursuant to the Order (Doc. #196) entered in this case on July 7, 2025, the pre-trial conference in the above-styled adversary proceeding has been CONTINUED to September 24, 2025, at 11:00 a.m. A status report from the Plaintiff or a joint status report shall be filed and served by September 17, 2025.

2. 23-12426-B-7 **IN RE: RAUL FERNANDEZ-MARTINEZ**
   25-1021 CAE-1

   STATUS CONFERENCE RE: COMPLAINT
   5-21-2025 [1]

   FEAR V. PAPE TRUCK LEASING, INC.
   GABRIEL WADDELL/ATTY. FOR PL.

TENTATIVE RULING: This matter will proceed as scheduled.

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

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

Because the parties stipulated to an extension of time for the defendant to file its answer, the parties were not able to comply with the requirements in the Order to Confer (Doc. #5) prior to this status conference. Therefore, the court is inclined to continue this status conference to September 10, 2025, at 11:00 a.m. and require the parties to comply with the requirements in the Order to Confer based on the new status conference date.

3. 25-10429-B-7 **IN RE: LOUIE ESPARZA AND COLLEEN DOUGHERTY**
25-1015 ELR-1

MOTION FOR ENTRY OF DEFAULT JUDGMENT
6-16-2025 [32]

MARCUM ET AL V. ESPARZA, JR. ET AL
ERIKA RASCON/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied without prejudice.

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

Sheila Marcum, Aaron Marcum, and Kim Marcum ("Sheila," "Aaron," and "Kim," respectively, or collectively "Plaintiffs") seek entry of a default judgment against Colleen Dougherty ("Dougherty") finding that judgment is granted to Plaintiffs and against Doughtery. Doc. #32. Dougherty and Louie Esparza ("Esparza") are co-defendants in this adversary proceeding and co-debtors (collectively "Debtors") in the underlying Chapter 7 bankruptcy case ("the Main Case"). By this motion, Plaintiffs only seek entry of default as to Dougherty and not Esparza. *Id.* Dougherty, who is not represented by counsel in this matter, has not opposed the motion.

This matter will be called and proceed as scheduled. For the reasons outlined below, the court is inclined to DENY this motion without prejudice.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court is denying the motion despite there being no opposition, this matter will be heard as scheduled.

The court's docket reflects the following filings and dates relevant to this matter:

Doc. #1 (4/11/25)	The complaint is filed.
Doc. #8 (4/15/25)	The certificate of service of summons and complaint is filed. Dougherty and Esparza are both served at their place of residence.
Doc. #11 (5/13/25)	The request for entry of default and certificate of service are filed as to Dougherty.
Doc. #19 (5/16/25)	Entry of default and Order re: Default judgment procedures as to Doughtery.
Docs. ##32-37 (6/16/25)	Motion/application for entry of default judgment.
Doc. #38 (6/16/25)	Certificate of service. Dougherty is served at her place of residence.

JURISDICTION

The United States District Court for the Eastern District of California has jurisdiction over this adversary proceeding under 28 U.S.C. § 1334(b) because this is a case arising under title 11. This court has jurisdiction to hear and determine this matter by reference from the District Court under 28 U.S.C. § 157(a). This is a "core" proceeding under 28 U.S.C. § 157(b)(2)(I) (dischargeability) and (J)(objections to discharge). Venue is proper pursuant to 28 U.S.C. § 1409(a) because this adversary proceeding arises in a bankruptcy case pending in this judicial district.

BACKGROUND

Except where noted otherwise, the facts as outlined below are drawn from the Adversary Complaint (Doc. #1) and the moving papers (Docs. #32 *et seq.*), which include (1) the Motion for Default Judgment, (2) Declarations from each of the three Plaintiffs, and (e) a Memorandum of Authorities.

The basis for the claim at the heart of this adversary proceeding is an earlier default judgment obtained on April 5, 2024 ("the Judgment") by Plaintiffs against Esparza and others in the Tulare County Superior Court in Case No. VCU296097 ("the State Court Action"). Plaintiffs originally brought the State Court Action against Esparza, his company Excel Restorations & Construction Management LLC ("ERMC"), and other defendants who settled with Plaintiffs and are not involved in this matter.

In the State Court Action, Plaintiffs alleged that Sheila was the victim of elder abuse and fraud and Aaron and Kim also were the victims of fraud, all perpetrated by Esparza and the other State Court Action defendants. More specifically, Plaintiffs raised causes of action for breach of contract, declaratory relief, financial elder abuse-undue influence, negligent misrepresentation, intentional misrepresentation - fraud, deceit, conversion, conspiracy and alter ego. The court notes that some of causes of action are of a sort that

could be nondischargeable in bankruptcy while others are not, a topic which will be addressed further elsewhere in this opinion.

Esparza did not defend against the complaint, and the state court entered a Judgment by Default, awarding treble damages and punitive damages totaling $643,316.05. Dougherty was not a party to the State Court Action, and no judgment was entered against her personally in the State Court Action.

Debtors filed the Main Case on February 14, 2025, in Case No. 25-10429-B-7 (Bankr. E.D. Cal.). Main Doc. #1. Plaintiffs are listed in Schedule E/F as unsecured creditors. *Id.*

On April 11, 2025, Plaintiffs initiated this non-dischargeability action against both Debtors. Doc. #1. Esparza did not file an Answer to the Complaint per se but rather filed a somewhat rambling document styled as "Opposition," which was later stricken by the court for reasons not germane to the instant motion. Docs. ##13-15 (Esparza's "Opposition" and accompanying documents), Doc. #29 (Order to Show Cause/Appear), and Doc. #47 (Order Striking "Opposition").

Dougherty neither answered the Adversary Complaint nor made an appearance of any other kind since this adversary proceeding began.

Debtors were represented by Mark Zimmerman in the Main Case, but the Attorney Disclosure Statement submitted in the Main Case states that the employment agreement between Mr. Zimmerman and Debtors does not include "representation with respect to contested proceedings over such issues as to complaints to dischargeability of particular debts." Doc. #1 (Disclosure of Compensation). Mr. Zimmerman has made no appearance in the adversary proceeding except to file a *Motion to Be Relieved as Attorney of Record for Debtors*, which confirms that he is not representing Debtors in this adversary proceeding. To the extent Debtors are engaging with this adversary proceeding at all, they are doing so *pro se.*

On June 16, 2025, Plaintiffs filed the instant motion seeking entry of default judgment. Doc. #32. The matter is ripe for review.

DISCUSSION

I.

Civ. Rule 55, *as incorporated by* Fed. R. Bankr. Pro. 7055, governs default judgments.

> Obtaining a default judgment is a two-step process. *See Eitel v. McCool*, 782 F.2d 1470, 1471 (9th Cir. 1986). First, the clerk of the court enters the default of the party [who has failed to plead or otherwise defend; the clerk or the court, depending on the nature of the plaintiff's claim, then enters a default judgment.

Fed.R.Civ.P. 55(a)and (b), incorporated herein by Fed.R.Bankr.P. 7055.

Burkart v. Brack (In re Brack), Nos. 10-26347-D-7, 16-02037, DCN: CDH-001, 2016 Bankr. LEXIS 3625, at *2-3 (Bankr. E.D. Cal. Sep. 30, 2016).

Factors the court must consider include the following:

1. the possibility of prejudice to the plaintiff;
2. the merits of plaintiff's substantive claim;
3. the sufficiency of the complaint;
4. the sum of money at stake in the action;
5. the possibility of a dispute concerning material facts;
6. whether the default was due to excusable neglect; and
7. the strong policy underlying the Federal Rules of Civil Procedure favoring decisions on the merits.

In re Brack, 2016 Bankr. LEXIS 3625, at *3 (Bankr. E.D. Cal. Sep. 30, 2016).

"[A] default establishes the well-pleaded allegations of a complaint unless they are . . . contrary to facts judicially noticed or to uncontroverted material in the file." *Anderson v. Air West Inc. (In re Consol. Pretrial Proceedings in Air West Secs. Litig.)*, 436 F.Supp 1281, 1285-86 (N.D. Cal. 1977), citing *Thomson v. Wooster*, 114 U.S. 104, 114 (1885). Thus, a default judgment based solely on the pleadings may only be granted if the factual allegations are well-pled and only for relief sufficiently asserted in the complaint. *Benny v. Pipes*, 799 F.2d 487, 495 (9th Cir. 1986), *amended on other grounds*, 807 F.2d 1514 (9th Cir. 1987).

The court has broad discretion to require that a plaintiff prove up a case and require the plaintiff to establish the necessary facts to determine whether a valid claim exists supporting relief against the defaulting party. Entry of default does not automatically entitle a plaintiff to a default judgment. *Beltran*, 182 B.R. at 823; *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987) ("Rule 55 gives the court considerable leeway as to what it may require as a prerequisite to entry of a default judgment.").

2.

The Adversary Complaint premises non-dischargeability on:

1. 11 U.S.C. § 523(a)(2)(A)(false pretenses, a false representation, or actual fraud;
2. 11 U.S.C. § 523(a)(2)(B)(false statements in writing);
3. 11 U.S.C. § 523(a)(4)(fraud or defalcation while in a fiduciary capacity); and
4. 11 U.S.C. § 523(a)(6)(willful and malicious injury).

Doc. #1.

All the actions alluded to in the Complaint and in the State Court Action Complaint are actions allegedly undertaken by Esparza. Dougherty was not a party to the State Court Action, and no judgment was obtained against her in the State Court Action. Dougherty's name is not mentioned in the complaint in the State Court Action. In the Complaint which began this adversary proceeding, Dougherty's name is mentioned once, in paragraph 4, which alleges "LOUIE J. ESPARZA JR. was married to COLLEEN K. DOUGHERTY at the time of the Judgment herein described." Doc. #1. All three of Plaintiffs' Declarations state only that:

1. On information and belief, Dougherty and Esparza were married at the time the Judgment was entered.
2. Dougherty was not a party to the State Court Action.
3. On information and belief, Dougherty is a realtor and was one at the time the Judgment was entered.

Docs. ##34-36. In short, the sole basis of liability for a nondischargeable debt for Dougherty lies in the fact that Dougherty was allegedly married to Esparza at the time the Judgment was obtained against Esparza (a fact not supported by anything other than "information and belief"), and therefore, under California community property law, Dougherty is liable for Esparza's debts under the Judgment. Doc. #37.

Plaintiffs rely on § 910(a) of the California Family Code, which states that "[e]xcept as otherwise expressly provided by statute, the community estate is liable for a debt incurred by either spouse before or during marriage, regardless of which spouse has the management and control of the property and regardless of whether one or both spouses are parties to the debt or to a judgment for the debt." Cal. Fam. Code § 910 ("Cal. § 910").

While not specifically addressing Cal. § 910 or community property in general, the Supreme Court recently held that a debt owed by an innocent debtor because of the fraudulent acts of another may nevertheless be held nondischargeable under § 523(a)(2)(A). *Bartenwerfer v. Buckley*, 598 U.S. 69, 143 S. Ct. 665 (2023), *but see Bartenwerfer v. Buckley*, 598 U.S. at 83 (Sotomayor, J., concurring)(noting that the debtor was business partner as well as the girlfriend/spouse of the fraudulent actor and that "the Court here does not confront a situation involving fraud by a person bearing no agency or partnership relationship to the debtor").

There is a dearth of case law on the intersection of § 523 non-dischargeability complaints and Cal. § 910. But the Ninth Circuit Bankruptcy Appellate Panel has noted in a pre-*Bartenwerfer* case that "the community property discharge does not apply to a community claim that has been excepted from discharge" or would be excepted in a hypothetical case filed by a non-debtor spouse on the same petition date. *Willard v. Lockhart-Johnson (In re Lockhart-Johnson)*, 631 B.R.

38, 45 (B.A.P. 9th Cir. 2021). Thus, it seems clear that a debtor such as Dougherty, who is apparently blameless with regard to the actions that led to the Judgment, may nevertheless be precluded from discharging the Judgment to the extent that the Judgment attaches to community property Dougherty shares with Esparza.

But that is not the end of the inquiry, as this matter comes before the court on a motion for entry of default which can only be granted "if the factual allegations are well-pled and only for relief sufficiently asserted in the complaint." *Benny*, 799 F.2d at 495. And the court perceives several issues with how well-pled the complaint is as to Dougherty.

While Cal. § 910 establishes the law in this state on community property, it must be read in conjunction with § 913 of the California Family Code: "Except as otherwise provided by statute ... [t]he separate property of a married person is not liable for a debt incurred by the person's spouse before or during marriage." Cal. Fam. Code § 913 ("Cal. § 913"). In other words, Dougherty's non-community property (if she has any) is not liable for Esparza's debt.

Nowhere in the moving papers do Plaintiffs make any allegations regarding the contours of Debtors' community property beyond merely stating that Dougherty was married to Esparza at the time the Judgment was entered. Indeed, even the assertion that Dougherty and Esparza were married at that time was based only on "information and belief."

Furthermore, Dougherty's potentially liability is based entirely on her community property relationship with Esparza, against whom the Judgment was obtained. But while Plaintiffs address Esparza's purported fraudulent acts that could trigger non-dischargeability as to the Judgment, the court cannot help but note that the original State Court Action Complaint, which went unanswered by Esparza and led to issuance of the Judgment, raised several claims that do not invoke § 523(a) non-dischargeability, including breach of contract, elder abuse and undue influence, and negligent misrepresentation. Doc. #6 (Item #1 – Complaint). However, while the Judgment itself establishes Esparza's liability to Plaintiffs and the amount of the Judgment, it does not state with any particularity which counts form the basis of the Judgment nor whether there was any specific finding of fraudulent conduct as opposed to negligence or breach of contract. Doc. #6 (Item #2 – Judgment by default).

This is not to say that Esparza's conduct was not fraudulent within the meaning of § 523(a). And if his actions are eventually shown to be nondischargeable under § 523(a), that showing may well extend to the community property shared with Dougherty. But the evidence presently before the court is not sufficient to grant a default judgment against a debtor based solely on a separate default judgment obtained against that debtor's spouse in a case in which the first debtor did not even participate.

CONCLUSION

The court finds that there is insufficient evidence to support Plaintiffs' request for entry of default judgment against Dougherty. Accordingly, this motion will be DENIED WITHOUT PREJUDICE.

4. 18-11651-B-11 **IN RE: GREGORY TE VELDE**
19-1033 CAE-1

CONTINUED STATUS CONFERENCE RE: THIRD-PARTY COMPLAINT
2-24-2021 [163]

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

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

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

ORDER: The court will prepare the order.

It is hereby ORDERED that this matter is continued to September 10, 2025, at 11:00 a.m. due to the unavailability of the assigned judge.

5. 18-11651-B-11 **IN RE: GREGORY TE VELDE**
19-1037 CAE-1

CONTINUED STATUS CONFERENCE RE: NOTICE OF REMOVAL
7-23-2018 [1]

IRZ CONSULTING LLC V. TEVELDE ET AL
HAGOP BEDOYAN/ATTY. FOR PL.

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

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

ORDER: The court will prepare the order.

It is hereby ORDERED that this matter is continued to September 10, 2025, at 11:00 a.m. due to the unavailability of the assigned judge.

6. 24-10060-B-13 **IN RE: JENNIFER GITMED**
HDN-4

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

JENNIFER GITMED/MV
HENRY NUNEZ/ATTY. FOR DBT.

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

DISPOSITION: Continued to August 27, 2025, at 11:00 a.m.

ORDER: The court will prepare the order.

It is hereby ORDERED that this matter is continued to August 27, 2025, at 11:00 a.m. due to the unavailability of the assigned judge.

7. 25-10499-B-7 **IN RE: JEFFREY REICH**
25-1022 CAE-1

STATUS CONFERENCE RE: COMPLAINT
5-23-2025 [1]

REICH V. REICH
SHANE REICH/ATTY. FOR PL.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to September 24, 2025, at 11:00 a.m.

ORDER: The court will prepare the order.

It is hereby ORDERED that this matter is continued to September 24, 2025, at 11:00 a.m. due to the unavailability of the assigned judge.