UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Tuesday, August 4, 2026

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

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

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

Please also note the following:

- Parties in interest and/or their attorneys may connect to the video or audio feed free of charge and should select which method they will use to appear when signing up.

- Members of the public and the press who wish to attend by ZoomGov may only listen in to the hearing using the Zoom telephone number. Video participation or observing are not permitted.

- Members of the public and the press may not listen in to trials or evidentiary hearings, though they may attend in person unless otherwise ordered.

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. 26-12349-B-11 **IN RE: PARVINDER HUNDAL AND AMERJIT JOHL-HUNDAL**
   WJH-8

   MOTION TO EMPLOY TERRA WEST GROUP AS CONSULTANT(S)
   7-21-2026 [133]

   AMERJIT JOHL-HUNDAL/MV
   RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: To be determined at the hearing.

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

Parvinder S. Hundal and Amerjit Johl-Hundal, Hundal Farms, Inc., AgQuest LLC, and AgQuip LLC, debtors in possession in the above-captioned jointly administered cases (collectively "Debtors") move for authority to employ Terra West Group (the "Consultant") as financial consultant during the pendency of this case. Doc. #133.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

This motion was filed and served 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.

11 U.S.C. § 1107 gives a chapter 11 debtor in possession all rights and powers of a trustee, other than the right to compensation under § 330, and requires the debtor in possession to perform all of the functions and duties of a trustee, except those specified in § 1106(a)(2), (3), and (4).

Under 11 U.S.C. § 327(a), a professional person, such as a consultant, can be employed by the estate with the court's approval to represent or assist the trustee [debtor in possession] in carrying out its duties provided that the proposed professional does not hold or represent an interest adverse to the estate and is a "disinterested person." In a chapter 11 case, a person is not disqualified for employment solely because of such person's employment by or representation of a creditor, unless there is an objection from the creditor or the UST. § 327(c).

11 U.S.C. § 328(a) permits employment of "a professional person under section 327" on "any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." Section 328(a) further "permits a professional to have the terms and conditions of its employment pre-approved by the bankruptcy court, such that the bankruptcy court may alter the agreed-upon compensation only 'if such terms and conditions and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.'" *In re Circle K Corp.*, 279 F.3d 669, 671 (9th Cir. 2002).

Debtors aver in the motion that the employment of Consultant is necessary in this case to assist Debtors in the administrating and reporting aspects of this case, including:

1. Preparations of budgets and projections re cash collateral, borrowings, working capital analysis, and the Plan;
2. Assistance with compliance with amending schedules, as necessary;
3. Assistance with preparation of Monthly Operating Reports;
4. Assistance in reporting compliance re cash collateral orders;
5. Assistance in communications with the Trustee and secured creditors; and
6. Other consulting and litigation services as necessary.

Doc. #133.

Nic Heinrichs ("Heinrichs"), Managing Partner for Consultant, submitted a Declaration outlining Consultant's hourly rates and stating that Heinrichs had prepared the Verified Statement of Connections ("the Statement") attached to the motion as Exhibit A. Doc. #135. Heinrichs declares that he personally knew of no connections with the Debtors, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, any person employed in the U.S. Trustee's Office, or the undersigned judge except as disclosed in the Statement. *Id*

The Statement discloses that Consultant has provided consulting services to Debtors since July 2026 and that Consultant has worked with Riley C. Walter of Wanger Jones Helsley on prior bankruptcy cases unrelated to this case. Doc. #136.

Based on the Application, the record before the court, and the verified statement made by Consultant as required by Bankruptcy Rule 2014(a), it appears that Consultant is eligible to be employed. Accordingly, in the absence of any opposition at the hearing, the Court is inclined to GRANT the application, and permit the employment of Terra West Group, subject to the following reasonable terms and conditions and to the applicable provisions of 11 U.S.C. § 327 and §§ 329-331 set forth below.

Reasonable terms and conditions of employment include the following matters related to compensation:

1. No compensation is permitted except upon court order following application with notice and a hearing pursuant to 11 U.S.C. § 330(a).
2. Compensation will be at the "lodestar rate" applicable at the time that services are rendered in accordance with the Ninth Circuit decision in *In re Manoa Fin. Co.*, 853 F.2d 687 (9th Cir. 1988). No hourly rate referred to in the application is approved unless unambiguously so stated in this order or in a subsequent order of this Court.

2. 26-12349-B-11 **IN RE: PARVINDER HUNDAL AND AMERJIT JOHL-HUNDAL**
WJH-9

MOTION TO EMPLOY REALTY CONCEPTS AS BROKER(S)
7-21-2026 [128]

AMERJIT JOHL-HUNDAL/MV
RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: To be determined at the hearing.

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

Parvinder S. Hundal and Amerjit Johl-Hundal, Hundal Farms, Inc., AgQuest LLC, and AgQuip LLC, debtors in possession in the above-captioned jointly administered cases (collectively "Debtors") move for authority to employ Realty Concepts (the "Broker") as Broker in connection with the valuation and proposed sale of the certain parcels of real property owned by Debtors. Doc. #133. The twelve parcels (collectively "the Properties") are listed by address and APN in the motion

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED.

This motion was filed and served 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.

11 U.S.C. § 1107 gives a chapter 11 debtor in possession all rights and powers of a trustee, other than the right to compensation under § 330, and requires the debtor in possession to perform all of the functions and duties of a trustee, except those specified in § 1106(a)(2), (3), and (4).

Under 11 U.S.C. § 327(a), a professional person, such as an broker, can be employed by the estate with the court's approval to represent or assist the trustee [debtor in possession] in carrying out its duties provided that the proposed professional does not hold or represent an interest adverse to the estate and is a "disinterested person." In a chapter 11 case, a person is not disqualified for employment solely because of such person's employment by or representation of a creditor, unless there is an objection from the creditor or the UST. § 327(c).

11 U.S.C. § 328(a) permits employment of "a professional person under section 327" on "any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." Section 328(a) further "permits a professional to have the terms and conditions of its employment pre-approved by the bankruptcy court, such that the bankruptcy court may alter the agreed-upon compensation only 'if such terms and conditions and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.'" *In re Circle K Corp.*, 279 F.3d 669, 671 (9th Cir. 2002).

Parvinder S. Hundal ("Hundal"), one of the two debtors-in-possession, declares that the employment of Broker is necessary in this case to properly value, list, and sell the Properties. Doc. #130.

J.P. Shamshoian ("Shamshoian"), the President, CEO, and principal broker for Broker, submitted a Declaration stating that Broker was to be employed and compensated pursuant to the listing agreement ("the Listing Agreement") contained in Exhibit A accompanying the motion. Doc. #131. Shamshoian further declares that he has reviewed the Debtors' list of creditors and the list of persons employed in the U.S Trustee's Office, and, to the best of his knowledge, Broker has no connections with the Debtors' creditors, any other party in interest, or the attorneys and accountants, the United States Trustee, or any person employed in the U.S. Trustee's Office except for its connections disclosed in the verified statement of connections ("the Statement") included in Exhibit B accompanying the motion. *Id.*

The Listing Agreement sets Broker's compensation as (a) 2.500% of the listing price and (b) and additional 1.500% of the purchase price if the eventual buyer is not represented by a real estate agent. Doc. #132 (Exhibit A). The proposed listing period runs from July 13, 2026, through July 13, 2027. *Id.* The listing prices is $60,024,000.00. *Id.*

The Statement, which was prepared by Shamshoian, reiterates that Broker has no known connections with the Debtors' creditors, any other party in interest, or the attorneys and accountants, the United States Trustee, or any person employed in the U.S. Trustee's Office. Doc. #132. Shamshoian acknowledges that Broker may have had past connections with some of Debtors' creditors or persons employed in the U.S. Trustee's Office arising from prior leases or sales involving third parties unrelated to this case. *Id.*

Based on the Application, the record before the court, and the verified statement made by Broker as required by Bankruptcy Rule 2014(a), it appears that Broker is a "disinterested person" and s eligible to be employed. Accordingly, in the absence of any opposition at the hearing, the Court is inclined to GRANT the application, and permit the employment of Realty Concepts, subject to the terms and conditions set forth in the listing agreement attached as Exhibits A and to the applicable provisions of 11 U.S.C. § 327 and §§ 329-331 set forth below.

3. 25-26371-B-11 **IN RE: SCRIPPS TWO, LLC**
CAE-1

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
11-12-2025 [1]

GABRIEL LIBERMAN/ATTY. FOR DBT.

NO RULING.

4. 25-26371-B-11 **IN RE: SCRIPPS TWO, LLC**
ROC-2

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
4-13-2026 [94]

ROIOF SERIES/MV
GABRIEL LIBERMAN/ATTY. FOR DBT.
SHARON WEISS/ATTY. FOR MV.

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

DISPOSITION: Concluded and dropped from calendar.

ORDER: The court will prepare the order.

On June 22, 2026, the court approved a joint Stipulation between the Parties in the above-referenced motion. Doc. #141. Accordingly, this matter is CONCLUDED and this hearing will be DROPPED from the calendar.

5. 26-10978-B-11 **IN RE: HRONIS, INC.**
SE-25

MOTION TO EXTEND EXCLUSIVITY PERIOD FOR FILING A CHAPTER 11 PLAN AND DISCLOSURE STATEMENT FILED BY DEBTOR HRONIS, INC.
7-2-2026 [458]

HRONIS, INC./MV
ZEV SHECHTMAN/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.

Hronis, Inc., a California corporation, the debtor in possession in the above-captioned case ("Hronis") and its affiliated debtors (collectively with Hronis, Inc., the "Debtors") move pursuant 11 U.S.C. § 1121(d) for an order (a) extending the period in which the Debtors have the exclusive right to file a chapter 11 plan or plans (the "Exclusive Filing Period") by 88 days, through and including September 30, 2026, and (b) extending the period in which the Debtors have the exclusive right to solicit acceptances of a chapter 11 plan or plans (the "Exclusive Solicitation Period," and together with the Exclusive Filing Period, the "Exclusive Periods") by 58 days, through and including October 30, 2026. Doc. #458.

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 will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. *See Boone v. Burk (In re Eliapo*), 468 F.3d 592 (9th Cir. 2006).

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered.

The Bankruptcy Code gives a Chapter 11 debtor the exclusive right to put forth a plan, but this exclusive right only lasts for 120 days after the filing of the petition. 11 U.S.C. § 1122(b). The Code also gives the debtor 180 days after the filing of the petition in which to secure the approval of the plan through the solicitation of votes from each class of claims or interest that is impaired through the plan. 11 U.S.C. § 1122(c)(2)-(3). However, upon motion with notice and hearing and only for "cause," the court may extend those deadlines to a maximum of 18 months to file a plan and 20 months to secure plan approval. 11 U.S.C. § 1121(d)(2).

Here, the case was filed on March 6, 2026. Doc. #1. The 120-day Exclusivity Filing Period ended on July 4, 2026, and the 180-day Exclusivity Solicitation Period will end on September 2, 2026. Under § 1121(d), the court may extend the Exclusive Filing Period to September 6, 2027, and extend the Exclusive Solicitation Period to November 6, 2027. Debtors do not seek the maximum extension, however, asking only that exclusivity be extended to September 30, 2026, for filing a plan and to October 30, 2026, for soliciting acceptances. Doc. #458.

The term "cause" is not defined by the Code but is generally left to the court's discretion based on the facts and circumstances of the case. *In re PG&E Corporation*, No. 19-30088 (DM), 2019 WL 3890211, *1 (Bankr. N.D. Cal. 2019). In determining whether cause to extend the Exclusivity Periods, the court is guided by the factors presented in *In re Dow Corning Corp.* 208 B.R. 661, 664-65 (Bankr. E.D. Mich. 1997) and *In re Express One Int'l, Inc.* 194 B.R. 93, 100 (E.D. Tex 1996). *See Official Comm. of Unsecured Creditors v. Henry Mayo Newhall Mem'l Hosp. (In re Henry Mayo Newhall Mem'l Hosp.),* 282 B.R. 444, 452 (B.A.P. 9th Cir. 2002)(citing *Dow Corning/Express One* factors as "standardly considered").

The nine *Dow Corning* factors are:

1. the size and complexity of the case;
2. the necessity of sufficient time to permit the debtor to negotiate a plan of reorganization and prepare adequate information;
3. the existence of good faith progress toward reorganization;
4. the fact that the debtor is paying its bills as they become due;
5. whether the debtor has demonstrated reasonable prospects for filing a viable plan;
6. whether the debtor has made progress in negotiations with its creditors;
7. the amount of time which has elapsed in the case;
8. whether the debtor is seeking an extension of exclusivity in order to pressure creditors to submit to the debtor's reorganization demands; and
9. whether an unresolved contingency exists.

Dow Corning Corp., 208 B.R. at 664-65.

Here, this Chapter 11 case involves ten distinct debtors, all of which are integrated components of the same company. Debtors appear to the court to have made good faith progress in this case, and Debtors assert that they have reasonable prospects for filing a confirmable plan if the extension is granted. Debtors further assert that they have made significant progress and that the biggest hurdle is completing the process for selling estate property. The case has been open for less than five months, and the proposed extension to September 30, 2026, and October 30, 2026, are well short of the maximum extension that is permissible under § 1121.

The court finds that "cause" exists to extend the Exclusivity Periods as requested. No party in interest has opposed the motion. This motion will be GRANTED. The deadline for the Debtors' exclusive right to file a plan is hereby extended to September 30, 2026. The Debtors' exclusive right to solicit bids for its plan is extended to October 30, 2026.

6. 26-12787-B-11 **IN RE: COMMODITY TRANSPORTERS, INC.**
CAE-1

STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
6-15-2026 [1]

DAVID JOHNSTON/ATTY. FOR DBT.

NO RULING.

7. 26-13378-B-11 **IN RE: RAMBO TRANSPORT INC.**
TBU-1

MOTION TO USE CASH COLLATERAL AND/OR MOTION FOR ADEQUATE PROTECTION , MOTION TO SCHEDULE A FINAL HEARING PURSUANT TO BANKRUPTCY RULES 4001 (B)
7-30-2026 [10]

RAMBO TRANSPORT INC./MV
THOMAS URE/ATTY. FOR DBT.
OST 7/30/26

NO RULING.

11:00 AM

1. 26-12436-B-7 **IN RE: KAYLA GRIFFIN**

PRO SE REAFFIRMATION AGREEMENT WITH CAPITAL ONE AUTO FINANCE
7-13-2026 [24]

NO RULING.

2. 26-11459-B-7 **IN RE: JASPREET KAUR**

REAFFIRMATION AGREEMENT WITH AMERICAN HONDA FINANCE CORPORATION
6-16-2026 [14]

JEFFREY ROWE/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Jaspreet Kaur ("Debtor") and American Honda Finance Corporation for a 2023 Honda Accord ("Vehicle") was filed on June 16, 2026. Doc. #14.

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

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

Approval of the reaffirmation agreement is DENIED.

1:30 PM

1. 25-13103-B-7 **IN RE: ADRIENNE CARNERO**
KMT-4

MOTION FOR TURNOVER OF PROPERTY UNDER SEC. 542(A)
7-1-2026 [60]

IRMA EDMONDS/MV
NICHOLAS WAJDA/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: The hearing in this matter will proceed as scheduled.

DISPOSITION: Granted as to Debtor. Denied as to any third parties.

ORDER: Movant to prepare the order.

Irma Edmonds, the Chapter 7 Trustee in the above-styled case ("Trustee"), moves for turnover under 11 U.S.C. § 542(a) of certain real property located at 13890 Highway Ave., Armona, CA 93202 ("Subject Property"). Doc. #60. Trustee also asks for an accounting for any rents collected by the debtor derived from the Subject Property. *Id.* The debtor is Adrienne Carnero ("Debtor").

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).

Debtor has not objected to this motion, but an opposition was filed by Edward Eugene Reinertsen, Jr. and Ruby ("Ruby") Rosa Reinertsen (collectively "the Reinertsens"), who currently occupy the Subject Property. Doc. #65. Debtor is Ruby's sister. Doc. #66. Other than the Reinertsens, no party in interest has timely filed any written opposition, and the defaults of all nonresponding parties will be entered.

Debtor filed for Chapter 7 on September 12, 2025. Doc. #1. Among the scheduled assets of the estate is the Subject Property, which Debtor claimed as a residence in which only she held any interest. *Id.* Debtor valued the Subject Property at $257,300.00 and exempted it in the amount of $127,425.00 under C.C.P. § 704.730 (the California homestead exemption). *Id.* The Subject Property secured the claim of Loancare LLC in the amount of $129,875.00 as of the Petition Date. *Id.*

On December 2, 2025, Trustee filed an objection to Debtor’s claimed homestead exemption on the grounds that Debtor did not reside at the Subject Property but instead resided at 3721 East Platt Ave., Fresno, CA. Doc. #20. Debtor did not oppose that objection, which the court sustained. Doc. #26.

On February 2, 2026, Debtor filed a motion seeking to convert this case from Chapter 7 to Chapter 13. Doc. #32. The Trustee opposed that motion on the grounds that filing a motion to convert under such timing and circumstances (e.g. in direct response to the adverse ruling on the homestead exemption claim) represented bad faith. Doc. #35. The court agreed with Trustee, finding that the motion to convert had been filed in bad faith and denying it on those grounds. Doc. #40.

On March 18, 2026, Debtor filed a motion for reconsideration, which the court also denied. Docs. #44, #49. The next day, Trustee filed a motion to employ Re/Max Gold (“Broker”) as broker to market and sell the Subject Property, and the court granted that motion. Docs. #50, #57.

On July 1, 2026, Trustee filed the instant *Motion for Turnover*, stating that “the Trustee and the broker have attempted to obtain access and gain the Debtor's cooperation with the sale of the Subject Property” but that Debtor has refused to cooperate and “will not provide access nor cooperate with the Trustee.” Doc. #60.

Debtor has not responded to this motion, but on July 20, 2026, the Reinertsens filed an Opposition, stating that they are the de facto (if not necessarily de jure) owners of the Subject Property, which they purchased under Debtor’s name and, apparently, her consent due to their credit history not qualifying them for a mortgage. Doc. #65; Doc. #66 (Ruby’s Declaration). Ruby declares that the Reinertsens have resided at the Subject Property continuously since purchasing it in 2019, have “paid all the home loan payments,” and have made substantial improvements at a cost of at least $25,000.00. *Id*. Ruby further declares that Debtor “has never contributed any money or anything else of value to purchase or to maintain the [Subject Property].” *Id.*

On July 28, 2026, Trustee replied to the Reinertsens’ Opposition. Doc. #70. Trustee acknowledges that obtaining a turnover order against a third party (such as, here, the Reinertsens) requires an adversary proceeding, and Trustee states her intention to file an “an adversary proceeding against the Debtor's sister to obtain turnover.” *Id.* Trustee also relies on alleged “conversations” between Ruby and Nathan Genovese (“Genovese”), an employee of Broker, but no Declaration by Genovese has been submitted, and the court will not consider double hearsay inserted into a motion without evidentiary support.

11 U.S.C. states in relevant part:

> (a) Except as provided in subsection (c) or (d) of this section, an entity, other than a custodian, in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.
>
> ...
>
> (e) Subject to any applicable privilege, after notice and a hearing, the court may order an attorney, accountant, or other person that holds recorded information, including books, documents, records, and papers, relating to the debtor's property or financial affairs, to turn over or disclose such recorded information to the trustee.

11 U.S.C. § 542(a) and (d). Pursuant to Rule 7001(a), an adversary proceedings is required to compel a third party to turn over estate property, but only a motion is required to compel a debtor to do so. Fed. R. Bankr. P. 7001(a).

The hearing in this matter will proceed as scheduled. The court is inclined to GRANT this motion with respect to Debtor, who did not respond to the motion. Debtor shall submit to Trustee an accounting of any and all rents Debtor has obtained with respect to the Subject Property. Debtor shall provide this accounting by no later than September 3, 2026. Additionally, to the extent that Debtor asserts a legal interest in the Subject Property, Debtor is ordered to cooperate with Trustee and Broker in accessing, marketing, and selling the Subject Property. However, this order is not binding on the Reinertsens and is without prejudice to subsequent litigation the Trustee may bring against the Reinertsens.

2. 26-12022-B-7 **IN RE: ERIK ESTRADA**
SSH-1

MOTION TO AVOID LIEN OF JPMORGAN CHASE BANK, N.A.
7-1-2026 [14]

ERIK ESTRADA/MV
SIMRAN HUNDAL/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.

Erik Estrada ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of JPMorgan Chase Bank, N.A. ("Creditor") in the sum of $9,613.20 and encumbering residential real property located at 1230 Kestrel Drive, Patterson CA ("Property"). Doc. #14.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail on June 15, 2026. Doc. #19. 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.*

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 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.

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)).

Here, a judgment was entered against Debtor in favor of Creditor in the amount of $9,613.20 on May 23, 2025. Doc. #17 (Exhibit D). The abstract of judgment was issued on July 15, 2025, and was recorded in Stanislaus County on March 10, 2026. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #16. Debtor estimates that the current amount owed on account of this lien is $7,605.00. *Id.*

As of the petition date, Property had an approximate value of $450,730.00 Doc. #1 (Schedule A/B). Debtor claimed a $476,450.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730(a). Doc. #1 (Schedule C).

Property is encumbered by a deed of trust in favor Freedom Mortgage in the amount of $142,557.66. Doc. #1 (Schedule D). Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Freedom Mortgage	$142,557.66	1/21/17	Unavoidable
2. Creditor	$9,613.20	11/30/22	Avoidable

When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B).

"Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided 'in full' was if the debtor's gross equity were equal to or less than the amount of the exemption." *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 596 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999), citing *In re Brantz*, 106 B.R. 62, 68 (Bankr. E.D. Pa. 1989) ("Avoidance of all judicial liens results unless (3) [the result of deducting the debtor's allowable exemptions and the sum of all liens not avoided from the value of the property] is a positive figure."), citing *In re Magosin*, 75 B.R. 545, 547 (Bankr. E.D. Pa. 1987) (judicial lien was avoidable in its entirety where equity is less than exemption). Ordinarily, liens already avoided are excluded from the exemption impairment calculation. § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien to be avoided are grouped with the unavoidable liens for purposes of this analysis.

This lien is the most junior lien subject to avoidance and there is not any equity to support the lien. Strict application of the § 522(f)(2) formula with respect to Creditor's junior lien is illustrated as follows:

Amount of judgment lien		$9,613.20
Total amount of unavoidable liens (incl. liens not yet avoided)	+	142,557.66
Debtor's claimed exemption in Property	+	$476,450.00
Sum	=	$628,620.86
Debtor's claimed value of interest absent liens	-	$450,730.00
Extent lien impairs exemption	=	$177,890.86

All Points Capital Corp. v. Meyer (In re Meyer), 373 B.R. 84, 91 (B.A.P. 9th Cir. 2007); *accord. Hanger* 217 B.R. at 596, *Higgins v. Household Fin. Corp. (In re Higgins)*, 201 B.R. 965, 967 (B.A.P. 9th Cir. 1996); *cf. Brantz*, 106 B.R. at 68, *Magosin*, 75 B.R. at 549-50, *In re Piersol*, 244 B.R. 309, 311 (Bankr. E.D. Pa. 2000). Since there is no equity for liens to attach and this case does not involve fractional interests or co-owned property with non-debtor third parties, the § 522(f)(2) formula can be re-illustrated using the *Brantz* formula with the same result:

Fair market value of Property		$450,730.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	$142,557.66
Homestead exemption	-	476,450.00
Remaining equity for judicial liens	=	($168,277.66)
Creditor's judicial lien	-	$9,613.20
Extent Debtor's exemption impaired	=	($177,890.86)

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is insufficient equity to support any judicial liens. Therefore, the fixing of Creditor's judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided.

Debtor has established the four elements necessary to avoid a lien under § 522(f)(1). Accordingly, this motion will be GRANTED. The proposed order shall state that Creditor's lien is avoided from the subject Property only and include a copy of the abstract of judgment as an exhibit.

3. 26-12842-B-7 **IN RE: CHRISTOPHER RANDALL**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION IN PACER
7-8-2026 [13]

MICHAEL AKHIDENOR/ATTY. FOR DBT.

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the matter has been corrected by counsel. Accordingly, this order to show cause will be VACATED. No appearance is necessary.

4. 24-21956-B-7 **IN RE: MICHAEL MOXLEY**
KMM-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-30-2026 [54]

AMERICAN HONDA FINANCE CORPORATION/MV
PATRICIA WILSON/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.

American Honda Finance Corporation ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2024 Honda Accord ("Vehicle"). Doc. #54.

The trustee lodged non-opposition on July 1, 2026. Debtor did not oppose and 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).

11 U.S.C. § 362(d)(2) allows the court to grant relief from the stay if the debtor does not have an 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 six (6) complete post-petition payments. The Movant has produced evidence that Debtor is delinquent at least $5,833.04. Docs. ##57-58.

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 Debtor is in chapter 7. The Vehicle is valued at $33,825.00 and Debtor owes $43,802.68. Doc. #56.

Accordingly, the motion will be granted pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) 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.

5. 26-10966-B-7 **IN RE: CHRISTIAN/ANGIE ARTEAGA**
KMT-2

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
6-10-2026 [23]

IRMA EDMONDS/MV
BENNY BARCO/ATTY. FOR DBT.
GABRIEL HERRERA/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Withdrawn.

ORDER: The court will prepare the order.

On July 28, 2026, Irma Edmonds, Chapter 7 Trustee ("Trustee"), filed a Reply to Debtors' Response to the Trustee's *Objection to Debtor's Claim of* Exemptions wherein the Trustee withdrew the Objection. Doc. #48. Accordingly, this Objection is WITHDRAWN.

6. 26-10998-B-7 **IN RE: GARY KHANTHAMAN**
FF-3

MOTION TO AVOID LIEN OF WELLS FARGO BANK, N.A.
7-1-2026 [31]

GARY KHANTHAMAN/MV
GARY FRALEY/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.

Gary Khanthaman ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Wells Fargo, N.A. ("Creditor") in the sum of $8,421.71 and encumbering residential real property located at 5563 E. Florence Aveue, Fresno, California 93727 ("Property"). Doc. #31.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail on June 15, 2026. Doc. #35. 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.*

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 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.

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)).

Here, a judgment was entered against Debtor in favor of Creditor in the amount of $8,421.71 on December 10, 2024. Doc. #34 (Exhibit A). The abstract of judgment was issued on January 6, 2025, and was recorded in Fresno County on March 18, 2025. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #33 (Debtor's Declaration). Debtor estimates that the current amount owed on account of this lien is $14,718.97. Doc. #1 (Schedule D, Line 2.3).

As of the petition date, Property had an approximate value of $537,700.00. Doc. #1 (Schedule A/B). Debtor is co-owner of the Property along with another, and the estimated value of the portion owned by Debtor was $268,850.00. *Id.* Debtor claimed a $50,349.52 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (Schedule C). Property is encumbered by a deed of trust in favor of Mr. Cooper in the amount of $422,482.00. Doc. #1 (Schedule D).

Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Mr. Cooper	$422,482.00	10/20/21	Unavoidable
2. Creditor	$14,718.97	3/18/25	Avoidable

When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B).

"Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided 'in full' was if the debtor's gross equity were equal to or less than the amount of the exemption." *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 596 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999), citing *In re Brantz*, 106 B.R. 62, 68 (Bankr. E.D. Pa. 1989) ("Avoidance of all judicial liens results unless (3) [the result of deducting the debtor's allowable exemptions and the sum of all liens not avoided from the value of the property] is a positive figure."), citing *In re Magosin*, 75 B.R. 545, 547 (Bankr. E.D. Pa. 1987) (judicial lien was avoidable in its entirety where equity is less than exemption). Ordinarily, liens already avoided are excluded from the exemption impairment calculation. § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien to be avoided are grouped with the unavoidable liens for purposes of this analysis.

This lien is the most junior lien subject to avoidance and there is not any equity to support the lien. Strict application of the § 522(f)(2) formula with respect to Creditor's junior lien is illustrated as follows:

Amount of judgment lien		$14,718.97
Total amount of unavoidable liens (incl. liens not yet avoided)	+	422,482.00
Debtor's claimed exemption in Property	+	$50,249.52
Sum	=	$487,450.49
Debtor's claimed value of interest absent liens	-	$268,850.00
Extent lien impairs exemption	=	$218,600.49

All Points Capital Corp. v. Meyer (In re Meyer), 373 B.R. 84, 91 (B.A.P. 9th Cir. 2007); *accord. Hanger* 217 B.R. at 596, *Higgins v. Household Fin. Corp. (In re Higgins)*, 201 B.R. 965, 967 (B.A.P. 9th Cir. 1996); *cf. Brantz*, 106 B.R. at 68, *Magosin*, 75 B.R. at 549-50, *In re Piersol*, 244 B.R. 309, 311 (Bankr. E.D. Pa. 2000). Since there is no equity for liens to attach and this case does not involve fractional interests or co-owned property with non-debtor third parties, the § 522(f)(2) formula can be re-illustrated using the *Brantz* formula with the same result:

Fair market value of Property		$268,850.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	$422,482.00
Homestead exemption	-	50,249.52
Remaining equity for judicial liens	=	($203,881.52)
Creditor's judicial lien	-	$14,718.97
Extent Debtor's exemption impaired	=	($218,600.49)

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is insufficient equity to support any judicial liens. Therefore, the fixing of Creditor's judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided.

Debtor has established the four elements necessary to avoid a lien under § 522(f)(1). Accordingly, this motion will be GRANTED. The proposed order shall state that Creditor's lien is avoided from the subject Property only and include a copy of the abstract of judgment as an exhibit.