UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, August 5, 2026
Department A – Courtroom #11
Fresno, California

Unless otherwise ordered, all matters before the Honorable Jennifer E. Niemann shall be simultaneously: (1) **In Person** at Courtroom #11, (2) via **ZoomGov Video**, (3) via **ZoomGov Telephone**, and (4) via **CourtCall**. You may choose any of these options unless otherwise ordered or stated below.

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

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

Please also note the following:

- Parties in interest may connect to the video or audio feed free of charge and should select which method they will use to appear when signing up.
- Members of the public and the press appearing by ZoomGov may only listen in to the hearing using the zoom telephone number. Video appearances are not permitted.
- Members of the public and the press may not listen in to trials or evidentiary hearings, though they may appear in person in most instances.

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

1. Review the Pre-Hearing Dispositions prior to appearing at the hearing.
2. Parties appearing via CourtCall are encouraged to review the CourtCall Appearance Information.

If you are appearing by ZoomGov phone or video, please join at least 10 minutes prior to the start of the calendar and wait with your microphone muted until the matter is called.

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.

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

1. 24-13373-A-11 **IN RE: HILLER AIRCRAFT CORPORATION**
YW-7

MOTION TO EMPLOY KEVIN LAND AND JARED ENNIS AS REALTOR(S)
7-17-2026 [180]

HILLER AIRCRAFT CORPORATION/MV
LEONARD WELSH/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

Debtor in possession Hiller Aircraft Corporation ("DIP") moves pursuant to 11 U.S.C. § 327(a) for authorization to employ Kevin Land and Jared Ennis (together, "Agents") to serve as a real estate agents in connection with the sale of 17.15 acres of real property located at 925 M. Street, Firebaugh, California (the "Property"), where DIP owns and operates a helicopter manufacturing and parts business. Doc. #180.

Section 1107 of the Bankruptcy Code gives DIP all the rights and powers of a trustee and requires DIP perform all the functions and duties of a trustee, subject to certain exceptions not applicable here. 11 U.S.C. § 1107.

Section 327(a) of the Bankruptcy Code permits DIP to employ, with court approval, professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist" DIP in carrying out DIP's duties under the Bankruptcy Code. 11 U.S.C. § 327(a).

DIP has selected Agents for employment because of Agents' experience and knowledge in selling commercial properties, which the Property is. Doc. #180; Decl. of Dianne Maslanka, Doc. #183. DIP needs to employ Agents in order to efficiently and economically sell the Property, and DIP does not have the experience and expertise needed to sell the Property. Id. DIP and Agents have a proposed listing agreement (the "Agreement"), which establishes, *inter alia*, Agents' engagement for an approximately one-year listing period ending July 30, 2027, and Agents' fee of up to 6% of the total sales price at closing or total lease consideration. Ex. D, Doc. #184. DIP proposes to pay Agents from proceeds received from the sale of the Property, and such compensation will be subject to approval by the bankruptcy court. Doc. #180; Maslanka Decl., Doc. #183.

Agents have verified that they have no connection with DIP, its creditors, attorneys, accountants, any other party in interest, or the United States Trustee. Decl. of Jared Ennis, Doc. #182. The court finds that Agents are disinterested people as defined by 11 U.S.C. § 101(14) and do not hold or represent an interest adverse to the estate.

Accordingly, pending opposition being raised at the hearing, the court will GRANT DIP’s motion to employ Agents in connection with the sale of the Property pursuant to 11 U.S.C. § 327(a).

11:00 AM

1. 26-11779-A-7 **IN RE: FRANSUA SALAZAR**

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

TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

Both the reaffirmation agreement and the bankruptcy schedules show that reaffirmation of this debt creates a presumption of undue hardship, which has not been rebutted in the reaffirmation agreement. In this case, the debtor's attorney affirmatively represented that she could not recommend the reaffirmation agreement. Therefore, the agreement does not meet the requirements of 11 U.S.C. §524(c) and is not enforceable.

2. 26-11779-A-7 **IN RE: FRANSUA SALAZAR**

PRO SE REAFFIRMATION AGREEMENT WITH GOLDEN 1 CREDIT UNION
7-15-2026 [15]

TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

The debtor was represented by counsel when she entered into the reaffirmation agreement. Pursuant to 11 U.S.C. § 524(c)(3), "'if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect." In re Minardi, 399 B.R. 841, 846 (Bankr. N.D. Okla. 2009) (citation omitted). In this case, the debtor's attorney affirmatively represented that she could not recommend the reaffirmation agreement. Therefore, the agreement does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable. Minardi, 399 B.R. at 847 ("If a debtor was represented during the course of negotiating a reaffirmation agreement, but debtor's counsel is unable or unwilling to make the required certifications, then the agreement does not satisfy § 524(c)(3) and is unenforceable.").

1. 26-12936-A-7 **IN RE: CECILIA GOMEZ LOZANO**

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

NATALI RON/ATTY. FOR DBT.

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the incorrect contact information was updated by the debtor's counsel. Therefore, this order to show cause is VACATED. No appearance is necessary.

2. 26-12040-A-7 **IN RE: JARED/SARA RAY**
CS-2

MOTION TO REDEEM
6-24-2026 [25]

SARA RAY/MV
EUGENE AHTIRSKI/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

As a procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice include the names and addresses of persons who must be served with any opposition. The court encourages counsel to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders.

Jared Christopher Ray and Sara Yolanda Ray (together, "Debtors"), the debtors in this chapter 7 case, move the court for an order authorizing Debtors to redeem a 2016 Toyota Tundra, VIN: 5TFRM5F16GX102560 ("Vehicle"), which is the collateral of Global Lending Services ("Creditor"), for $22,475.00 pursuant to 11 U.S.C. § 722. Doc. #25.

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

Here, the Vehicle is tangible personal property intended primarily for personal, family, or household use. Decl. of Jared Ray, Doc. #27. Debtors claim an exemption in the Vehicle pursuant to California Code of Civil Procedure § 703.140(b)(2) and (5). Am. Schedule C, Doc. #22. Moreover, the Vehicle secures "a dischargeable consumer debt[.]" Doc. #25.

Debtors assert the Vehicle has a replacement value of $22,475.00 as of the petition filing date. Doc. #25. Debtors state the value of the Vehicle is based on their ownership of the Vehicle and a report by Black Book. Ray Decl., Doc. #27; Ex. A, Doc. #28. As the owner, Debtors' opinion of value is evidence of the value of the Vehicle. See Fed. R. Evid. 701. Moreover, Creditor did not oppose this motion. Given the absence of contrary evidence, Debtors' opinion of value may be conclusive. Enewally v. Wash. Mut. Bank (In re Enewally), 368 F.3d 1165, 1173 (9th Cir. 2004).

Accordingly, the motion is GRANTED pursuant to 11 U.S.C. § 722. Debtors are allowed to redeem the Vehicle by paying $22,475.00 to Creditor. The total amount of $22,475.00 is to be paid in full at the time of redemption.

3. 25-14166-A-7 **IN RE: CARLOS/ROSALINDA GARCIA**
FW-2

MOTION TO EMPLOY MARCIN ZURADA AS SPECIAL COUNSEL
7-10-2026 [20]

IRMA EDMONDS/MV
SETH HANSON/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was filed and served on at least 14 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

Irma Edmonds ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Carlos Garcia and Rosalinda Anastasia Garcia, moves the court for an order authorizing the employment of Venardi Zurada, LLP ("Special Purpose Counsel") pursuant to 11 U.S.C. §§ 327 and 328. Doc. #20. Trustee seeks authority to employ Special Purpose Counsel on a contingent fee basis and unambiguously requests approval under § 328. Id.

Section 327(e) of the Bankruptcy Code permits the trustee to employ, with court approval, for a specified purpose, an attorney that has represented the debtor, "if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed." 11 U.S.C. § 327(e). In addition, the trustee may, with the court's approval, employ a professional 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. 11 U.S.C. § 328(a). An application to employ a professional on terms and conditions to be pre-approved by the court must unambiguously request approval under § 328. See Circle K. Corp. v. Houlihan, Lokey, Howard & Zukin, Inc., 279 F.3d 669, 671 (9th Cir. 2002).

On or about June 13, 2025, debtor Carlos Garcia retained Special Purpose Counsel to pursue an employment and discrimination claim against Sunkist Growers Fruit Growers Supply (the "Claim"). Decl. of Marcin Zurada, Doc. #22. Special Purpose Counsel has represented Mr. Garcia since 2025, is familiar with the Claim, and has considerable experience representing numerous other individuals against manufacturers where the type of claim asserted by Mr. Garcia is similar. Zurada Decl., Doc. #22; Decl. of Irma Edmonds, Doc. #23.

The court finds that Special Purpose Counsel does not hold or represent an interest adverse to the estate with respect to the Claim. Zurada Decl., Doc. #22; Edmonds Decl., Doc. #23. In addition, the court finds that employment of Special Purpose Counsel is in the best interests of the estate. Trustee requires Special Purpose Counsel's services to realize, for the benefit of the estate, a settlement offer attributable to the unscheduled Claim of Mr. Garcia. Special Purpose Counsel will assist Trustee with resolving liens and performing other necessary terms of the settlement. The settlement will enable Trustee to administer the estate for the benefit of creditors and close the case.

Trustee unambiguously requests pre-approval of payment to Special Purpose Counsel pursuant to § 328. Doc. #20. Upon court approval of the settlement, Trustee will pay a contingency fee of 40% to Special Purpose Counsel. Ex. A, Doc. #24.

Accordingly, this motion is GRANTED. The arrangement between Trustee and Special Purpose Counsel is reasonable in this instance. Trustee shall submit a form of order specifically stating that employment of Special Purpose Counsel has been approved pursuant to 11 U.S.C. § 328.

4. 25-12983-A-7 **IN RE: JOHN STEPHENS**
FW-3

MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION FOR COMPENSATION FOR BERKSHIRE HATHAWAY HOMESERVICES CALIFORNIA REALTY, BROKER(S)
7-8-2026 [29]

PETER FEAR/MV
JOEL WINTER/ATTY. FOR DBT.
GABRIEL WADDELL/ATTY. FOR MV

TENTATIVE RULING: This matter will proceed as scheduled for higher and better offers.

DISPOSITION: Granted.

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

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

Peter L. Fear ("Trustee"), the chapter 7 trustee of the bankruptcy estate of John Boyd Stephens ("Debtor"), moves the court pursuant to 11 U.S.C. § 363 for an order authorizing the sale of real property commonly known as 2154 Wrenwood Avenue, Clovis, California 93611 (the "Property") to Manuel Flores and Linda Flores (collectively, "Buyers") for the purchase price of $569,000.00, subject to higher and better bids at the hearing. Doc. #29. Trustee states that a preliminary title report shows that there are numerous encumbrances against the Property in addition to Debtor's claimed homestead exemption of $420,000.00. Doc. #29; Decl. of Trustee, Doc. #32. Trustee also seeks authority to pay a 6% commission to be split evenly between Trustee's broker, Berkshire Hathaway HomeServices California Realty ("Broker"), and Buyers' broker. Doc. #29.

Selling Property of Estate under 11 U.S.C. § 363(b)(1) Permitted

Pursuant to 11 U.S.C. § 363(b)(1), the trustee, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. In re Alaska Fishing Adventure, LLC, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) (citing 240 N. Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 N. Brand Partners, Ltd.), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996)). "In the context of sales of estate property under § 363, a bankruptcy court 'should determine only whether the trustee's judgment [is] reasonable and whether a sound business justification exists supporting the sale and its terms.'" Alaska Fishing Adventure, 594 B.R. at 889 (quoting 3 COLLIER ON BANKRUPTCY ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.)). "[T]he trustee's business judgment is to be given great judicial deference." Id. at 889-90 (quoting In re Psychometric Sys., Inc., 367 B.R. 670, 674 (Bankr. D. Colo. 2007)).

The Property will be sold for $569,000.00, subject to better and higher offers at the hearing. Title to the Property is vested in Debtor. Ex. B, Doc. #33. Broker believes the sale price of $569,000.00, subject to higher bids, is a fair and reasonable value for the Property based on Broker's experience as a licensed real estate broker. Decl. of Robert Casey, Doc. #31. Broker marketed the Property for sale and has a signed contract with Buyers for $569,000.00. Tr.'s Decl., Doc. #32. Trustee has accepted Buyers' offer conditioned upon the court's approval and subject to better and higher offers at the hearing. Id. The sale is "as is, where is" with no warranties or representations of any nature. Id. Trustee expects to pay a 6% commission to be split evenly between Broker and Buyers' broker. Id.

It appears that the sale of the estate's interest in the Property to Buyers for $569,000.00 is "as is, where is" with no warranties or representations of any nature and subject to higher and better offers is in the best interests of the estate, the Property will be sold for a fair and reasonable price, and the sale is supported by a valid business judgment and proposed in good faith.

Selling Free and Clear of Liens under 11 U.S.C. § 363(f) Permitted

The trustee may sell property under § 363(b) free and clear of any interest of an entity other than the estate only if: (1) applicable nonbankruptcy law permits the sale; (2) such entity consents; (3) the interest is a lien and the price at which the property is to be sold is greater than the aggregate value of all liens on the property; (4) the interest is in bona fide dispute; or (5) the entity could be compelled to accept a money satisfaction of the interest. 11 U.S.C. § 363(f). If seeking to sell free and clear under § 363(f)(4), the trustee has the burden of establishing the existence of a bona fide dispute, which can be accomplished if the trustee believes that a dispute exists. Sherer v. Fed. Nat'l Mortg. Ass'n (In re Terrace Chalet Apartments), 159 B.R. 821, 828 (Bankr. N.D. Ill. 1993).

The title report shows real property taxes on the Property are overdue, and there are other liens or encumbrances on the Property. Tr.'s Decl., Doc. #32; Ex. B, Doc. #33. The property taxes will be paid in full from escrow. Tr.'s Decl., Doc. #32.

The title report further discloses: (1) a judgment lien in favor of secured creditor SCP Distributors, LLC ("SCP") on the Property in the principal amount of $148,202.91 that will be paid from splitting the proceeds of the sale of the Property between the bankruptcy estate and SCP; and (2) a disputed judgment lien in favor of secured creditor Definitive Staffing Solutions, Inc. ("Definitive") in the amount of $350,760.74. Tr. Decl., Doc. #32; Ex. B, Doc. #33. Trustee disputes the judgment lien in favor of Definitive because that lien was recorded 27 days prior to the filing of Debtor's chapter 7 bankruptcy case, and is avoidable as a preferential transfer pursuant to 11 U.S.C. § 547. Id.

Trustee and SCP have stipulated to SCP consenting to the sale of the Property for the benefit of the bankruptcy estate so long as the proceeds of the sale are equally split between SCP and the estate as provided for in Trustee's declaration. Stipulation, Doc. #35. SCP consents to the sale of the Property on these terms. Id.

Trustee does not have an agreement to sell the Property free and clear of the lien held by Definitive. Tr.'s Decl., Doc. #32. Trustee disputes the abstract of judgment recorded on August 5, 2025, in favor of Definitive because the abstract of judgment was recorded 27 days prior to Debtor filing this bankruptcy. Doc. #29; Tr.'s Decl., Doc. #32. Trustee asserts, pursuant to 11 U.S.C § 547, the judgment lien recorded by Definitive meets the elements of a preferential transfer. Tr.'s Decl., Doc. #32. Trustee is in discussion with counsel for Definitive to sell the Property free and clear of Definitive's judgment lien by consent. Id. If Definitive will not consent to a sale of the Property free and clear of its judgment lien, Trustee will file an adversary proceeding for the avoidance of this lien. Id.

The court finds that authorizing the sale of the Property free and clear of the interests of outstanding real property taxes and the judgment liens of SCP and Definitive is appropriate. Outstanding real property taxes will be paid in full from escrow, SCP consents to the sale of the Property free and clear of its lien subject to SCP's agreement with Trustee regarding division of the net sale proceeds, and the estate can sell the Property free and clear of the judgment lien of Definitive due to the bona fide dispute if Definitive does not consent.

Compensation to Broker

Trustee seeks to pay 6% commission on the sale of the Property that will be split evenly between Broker and Buyers' broker. Doc. #29. This court has determined that employment of Broker is in the best interests of the estate and has previously authorized a percentage commission payment structure pursuant to 11 U.S.C. § 328. Order, Doc. #27.

Trustee believes that a 6% commission is reasonable compensation for services performed because it is only through Broker's work in this matter that the sale is currently on the table. Tr. Decl., Doc. #32. The court finds the compensation sought is reasonable, actual, and necessary.

Conclusion

Accordingly, subject to overbid offers made at the hearing, the court will GRANT Trustee's motion and authorize the sale of the Property pursuant to 11 U.S.C. §§ 363(b)(1) and (f). Trustee is authorized to pay Broker and Buyers' broker as set forth in the motion.

5. 25-22383-A-7 **IN RE: WAYNE/CHRISTINE PARKER**
   DML-6

   MOTION TO SELL
   7-9-2026 [190]

   ETHAN BIRNBERG/MV
   PATRICIA WILSON/ATTY. FOR DBT.
   J. CUNNINGHAM/ATTY. FOR MV.
   RESPONSIVE PLEADING

TENTATIVE RULING:	This matter will proceed as scheduled for higher and better offers.
DISPOSITION:	Granted if record adequately supplemented at the hearing.
ORDER:	The minutes of the hearing will be the court's findings and conclusions. The Moving Party shall submit a proposed order after the hearing.

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. While not required, Wayne Evan Parker and Christine Eve Parker (together, "Debtors") filed opposition to the trustee's motion to sell. Doc. #197. Further opposition may be presented at the hearing, and this matter will proceed as scheduled for higher and better offers.

Ethan J. Birnberg ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Debtors, moves the court for an order authorizing the sale of the following company assets and vehicles to Hawes Farms, LLC and Redding Business Park, LLC (collectively, "Buyers"):

(1) Miller 250 Welder;

(2) Miller Eco Twin HF Welder;

(3) 12" Craftsman Radial Arm Saw;

(4) Kobalt 80-Gallon Compressor;

(5) Electrical Metal Enclosures;

(6) 1960 Ford F-100;

(7) 1949 GMC Flat Bed;

(8) 2004 Great Dane Flat Bed Trailer;

(9) Misc. Metal Remnants; and

(10) 1971 Datsun 240Z.

(collectively, "Personal Property"). Tr.'s Mot., Doc. #190. Trustee proposes to sell the Personal Property to Buyers for $3,000.00. Id. The proposed sale is subject to overbid through the conclusion of the sale hearing. Id.

Pursuant to 11 U.S.C. § 363(b)(1), the trustee, after notice and a hearing, may "use, sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. In re Alaska Fishing Adventure, LLC, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) (citing 240 N. Brand Partners, Ltd. v. Colony GFP Partners, L.P. (In re 240 N. Brand Partners, Ltd.), 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996)). "In the context of sales of estate property under § 363, a bankruptcy court 'should determine only whether the trustee's judgment [is] reasonable and whether a sound business justification exists supporting the sale and its terms.'" Alaska Fishing Adventure, 594 B.R. at 889 (quoting 3 COLLIER ON BANKRUPTCY ¶ 363.02[4] (Richard Levin & Henry J. Sommer eds., 16th ed.)). "[T]he trustee's business judgment is to be given great judicial deference." Id. at 889-90 (quoting In re Psychometric Sys., Inc., 367 B.R. 670, 674 (Bankr. D. Colo. 2007)).

Trustee believes that approval of the sale of the Personal Property to Buyers on the terms set forth in the motion is in the best interests of creditors and the estate. Decl. of Ethan J. Birnberg, Doc. #192. Trustee and Buyers have entered into an agreement for the purchase and sale of the Personal Property ("Agreement"). Birnberg Decl., Doc. #192; Ex. A, Doc. #193. Debtors' amended Schedule A/B values the Personal Property, not including the Misc. Metal Remnants that were not scheduled by Debtors, at a combined value of $3,050.00. Am. Schedule A/B, Doc. #184; Doc. #190. Trustee proposes to sell the Personal Property to Buyer for $3,000.00, payable upon signing of the Agreement. Birnberg Decl., Doc. #192; Ex. A, Doc. #193. Trustee has accepted Buyer's offer conditioned upon the court's approval and better and higher offers at the hearing. Id. The sale is "as is, where is" with no warranties or representations of any nature. Id.

Debtors object to inclusion of "Misc. Metal Remnants" as an item within the Personal Property to be sold by Trustee to Buyers because "Misc. Metal Remnants" was never scheduled by Debtors. Doc. #197. Debtors state that Trustee's motion contains no description of what property consist of "Misc. Metal Remnants", where "Misc. Metal Remnants" are located, how "Misc. Metal Remnants" were identified, or the factual basis upon which Trustee determined that "Misc. Metal Remnants" are deemed property of the bankruptcy estate. Id. At the hearing, Trustee should be prepared to supplement the record to provide a proper description of the "Misc. Metal Remnants" and explain why "Misc. Metal Remnants" constitute property of the bankruptcy estate.

Subject to Trustee showing that the sale should include the "Misc. Metal Remnants", the court finds that Personal Property will be sold at a price greater than the aggregate value of any liens as there are no liens attached to the Personal Property. Further, it appears that the sale of the estate's interest in the Personal Property is in the best interests of the estate, the Personal Property will be sold for a fair and reasonable price, and the sale is supported by a valid business judgment and proposed in good faith.

Accordingly, subject to Trustee adequately supplementing the record at the hearing to support the sale of "Misc. Metal Remnants" and overbid offers, the court will GRANT Trustee's motion and authorize the sale of the Personal Property pursuant to 11 U.S.C. § 363(b)(1).

6. 26-12291-A-7 **IN RE: SANDY SYBOUNLEUANG**
FF-1

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

SANDY SYBOUNLEUANG/MV
GARY FRALEY/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This motion will be DENIED WITHOUT PREJUDICE.

In order to avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). 11 U.S.C. § 522(f)(1); Goswami v. MTC Distrib. (In re Goswami), 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting In re Mohring, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992)).

Federal Rule of Bankruptcy Procedure ("Rule") 4003(b)(1) allows a party in interest to object to a claim of exemption within 30 days after the conclusion of the § 341 meeting of creditors or 30 days after the filing of an amended Schedule C, whichever is later. In this case, an amended Schedule C was filed on August 4, 2026. Am. Schedule C, Doc. #26. The amended Schedule C increases the debtor's exemption in the real property commonly referred to as 5563 E. Florence Avenue, Fresno, California 93727. Id.

Because parties in interest can still object to the debtor's claimed exemption under Rule 4003, the debtor cannot yet establish entitlement to the scheduled exemption the debtor asserts is impaired by the lien. This motion is therefore premature and not ripe for hearing because the debtor cannot satisfy the first element required to avoid a lien under § 522(f)(1).

7. 25-26199-A-7 **IN RE: LINDSEY WILLSON**
DWL-4

MOTION FOR EXAMINATION AND FOR PRODUCTION OF DOCUMENTS
6-30-2026 [91]

CHRISTOPHER WILLSON/MV
MICHAEL HAYS/ATTY. FOR DBT.
PATRICIA WILSON/ATTY. FOR MV.
RESPONSIVE PLEADING

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.

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtor timely filed written opposition on July 22, 2026. Doc. #111. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

Christopher Willson ("Movant") filed this motion seeking to conduct an examination of chapter 7 debtor Lindsey Jean Willson ("Debtor") and compel the production of documents and electronically stored information pursuant to Federal Rule of Bankruptcy Procedure ("Rule") 2004. Doc. #91.

Under Rule 2004, the court may order the examination of any entity, including Debtor, relating to "the acts, conduct, or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor's estate, or to the debtor's right to a discharge." Fed. R. Bankr. P. 2004(b). Courts have held that discovery under Rule 2004 may be used in the nature of a "fishing expedition," but cannot be used to unduly harass a witness or frivolously waste assets of the estate. In re Duratech Indus., 241 B.R. 283 (E.D. N.Y. 1999); accord In re Lufkin, 255 B.R. 204 (Bankr. E.D. Tenn. 2000); In re Szadkowski, 198 B.R. 140 (Bankr. D. Md. 1996).

Movant seeks to question Debtor about undisclosed financial accounts; inconsistent income reporting; Debtor's failure to disclose business interests, business assets, business ownership and financial information; digital payment platforms and cash systems; foreclosure and creditor enforcement activity; undisclosed liabilities transfers and refinance related obligations; and Debtor seeking to obtain an SBA refinance. Doc. #91; Decl. of Christopher Willson, Doc. #93. Movant seeks to compel information pertaining to the following:

(1) Banking activity and financial accounts;
(2) Digital payment and non-bank financial platforms;
(3) Business operations, income, and financial records;
(4) Business assets and disposition of property;
(5) Real property, foreclosure and lease obligations;
(6) Creditors, lending relationships and financing;
(7) Digital communications, electronic records and social media data; and
(8) Third party communications, employment and business deals.

Doc. #91; C. Willson Decl., Doc. #93. Movant states that this motion does not ask the court to determine fraud nor does the motion seek revocation of discharge, sanctions, or findings of liability. Id. Movant is merely asking that a 2004 examination be granted to allow objective facts to govern the administration of this bankruptcy and not assumptions, speculations or evolving explanations. Id.

In Debtor's response, Debtor requests this motion be denied because the court has previously determined that Debtor has not committed any fraud or misconduct, this motion raises issues that have been resolved in prior motions, and this motion requires Debtor to accrue more attorneys' fees. Doc. #111. Debtor requests that if the court grant the motion, some parameters should be established such as (1) the examination should be conducted in a neutral setting, (2) Movant should not be in the room with Debtor or require the parties to see each other in passing, and (3) a zoom appearance should be permitted. Id.

While courts normally grant 2004 examination requests liberally, there are issues that have arisen in this bankruptcy case that favor denial of this motion. First, the court previously determined the chapter 7 trustee was correct in stating there are no assets of value for the estate because the community property interest in the house is not property of Debtor's bankruptcy estate and the business assets have no material value in addition to not being part of Debtor's bankruptcy estate. Order, Doc. #85. Further, the court determined that only Debtor's equity interest in the closed restaurant business, and not the actual business assets, are property of Debtor's bankruptcy estate. Id. Without clarification as to why it is necessary to permit a Rule 2004 examination of Debtor to ask questions on issues that have already been decided are irrelevant, the court believes this request is excessive and considered harassment of Debtor by Movant.

Second, a discharge was entered in this bankruptcy case since the filing of the instant motion. Doc. #109. Therefore, Movant would now need to meet the requirements of a revocation of discharge under 11 U.S.C. § 727(d) instead of merely meeting the standard to object to Debtor's discharge. Not only has Movant not analyzed the requirements of a revocation of discharge under §727(d), but Movant explicitly states in his moving papers that he is not seeking revocation of Debtor's discharge. Doc. #91.

Therefore, at the hearing, Movant's counsel should be prepared to explain to the court why the request is necessary and not harassment of Debtor by Movant given the fact that Debtor's discharge has been entered. Should the court grant the motion, Movant's counsel should also be prepared to explain why the following parameters requested by Debtor should or should not be included: (1) a zoom appearance for Debtor be permitted, (2) if in person, the Rule 2004 examination be conducted in a neutral setting, and (3) if in person, Movant should not be in the room with Debtor as well as Debtor and Movant should be required to not see each other in passing.

Accordingly, pending clarification on the record, this motion will be DENIED. If the request is granted, the court is inclined to impose on the Rule 2004 examination the parameters requested by Debtor in her opposition.