



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, August 6, 2025
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 (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 who wish to appear at a hearing remotely must sign up by 4:00 p.m. **one business day** prior to the hearing. Information regarding how to sign up can be found on the **Remote Appearances** page of our website at <https://www.caeb.uscourts.gov/Calendar/CourtAppearances>. Each party who has signed up will receive a Zoom link or phone number, meeting I.D., and password via e-mail.

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

Please also note the following:

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

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

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

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

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INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

1. [25-10505](#)-A-11 **IN RE: WATTS CHOPPING**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
2-21-2025 [[1](#)]

LEONARD WELSH/ATTY. FOR DBT.

NO RULING.

2. [25-10505](#)-A-11 **IN RE: WATTS CHOPPING**
[YW-6](#)

MOTION TO CONFIRM CHAPTER 11 PLAN
6-24-2025 [[129](#)]

WATTS CHOPPING/MV
LEONARD WELSH/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if the court's concerns are addressed and an amended plan is filed; plan confirmed pursuant to 11 U.S.C. § 1191(b).

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.

Watts Chopping, Inc. ("Debtor"), the debtor and debtor in possession in this Subchapter V Chapter 11 case, moves the court for confirmation of Debtor's Plan of Reorganization Dated June 23, 2025, as modified by (i) Modification of Debtor's Plan of Reorganization Dated June 23, 2025 Before Confirmation filed on July 21, 2025, (ii) Amendment to Exhibits to Debtor's Plan of Reorganization Dated June 23, 2025 filed on July 21, 2025, and (iii) Second Modification of Debtor's Plan of Reorganization Dated June 23, 2025 Before Confirmation filed on August 4, 2025 ("Second Modification") (collectively, the "Plan"). Doc. ##127, 149, 150, 174. The hearing to confirm the Plan was set by order of the court filed on June 24, 2025 ("Order"). Doc. #128. In the Order, the court ordered transmission of the Plan, Order, ballots, and notice of the confirmation hearing by June 24, 2025; acceptances or rejections of the Plan, and objections to confirmation by July 23, 2025; and responses to objections, tabulation of ballots, and brief by July 30, 2025. Doc. #128. Two objections to confirmation of the Plan were filed and both have been withdrawn. Doc. ##154, 157, 172, 176. Before confirming the Plan, the court requires Debtor to provide certain additional information regarding feasibility as well as make certain corrections in an amended plan. Assuming Debtor adequately addresses the court's concerns regarding feasibility at the hearing, the court will confirm the Plan pursuant to 11 U.S.C. § 1191(b) subject to Debtor filing an amended plan.

With respect the need for an amended plan, in addition to incorporating the two modifications into an amended plan, the following also needs to be addressed:

- (1) The plan has two Class Thirty-Two: Section 8.01 Executory Contracts and Unexpired Leases and Section 9.01 Interests of Debtor. One of those classes needs to be re-numbered.
- (2) The first modification to the Plan changed "Crestmark" with "Byline Finance Group." However, the references to "Crestmark" in the treatment section of the Plan also need to be changed. Specifically, the Plan needs to be amended to replace "Crestmark" with "Byline Finance Group" at Plan page 10, line 16 and Plan page 10, line 22.
- (3) The Section number of Class Fifteen Claim should be 6.16, not 6.1.

The court finds that the Plan meets the requirements of 11 U.S.C. § 1190. Specifically, the Plan includes a brief history of Debtor's business operations, a liquidation analysis, and projections with respect to the ability of Debtor to make payments under the proposed Plan as required by § 1190(1). The Plan provides for the submission of all or such portion of Debtor's future earnings or other future income to the supervision and control of the Subchapter V Trustee as is necessary for the execution of the Plan as required by § 1190(2). The court finds § 1190(3) does not apply to the Plan.

Section 1191 of the Bankruptcy Code governs plan confirmation in Subchapter V. Here, § 1129(a)(8) has not been satisfied because Classes Six through Eleven, Sixteen through Twenty, Twenty-Three or Twenty Five through Thirty have not voted affirmatively to accept the Plan, although Class Six now supports confirmation based on the Second Modification. Doc. ##167, 174, 176. Thus, the Plan must be confirmed under § 1191(b).

In the Plan, Debtor requests confirmation on a non-consensual basis under § 1191(b). 11 U.S.C. § 1191(b) provides in relevant part:

[I]f all of the applicable requirements of section 1129(a) of this title, other than paragraphs (8), (10), and (15) of that section, are met with respect to a plan, the court, on request of the debtor, shall confirm the plan notwithstanding the requirements of such paragraphs if the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the plan.

11 U.S.C. § 1191(b). For a plan to be fair and equitable with respect to a class of secured creditors that is impaired and that has not accepted the Plan, the Plan must meet the requirements of § 1129(b)(2)(A). 11 U.S.C. § 1191(c)(1).

With respect to § 1129(a)(1), the Plan complies with the applicable provisions of Chapter 11 and meets the applicable mandatory provisions of 11 U.S.C. § 1123(a). The provisions of § 1123(a)(6) of the Bankruptcy Code, which relate to the issuance of securities pursuant to a reorganization plan, are not applicable in this case. The provisions of § 1123(a)(8) do not apply in a Subchapter V case. 11 U.S.C. § 1181. The Plan:

- (1) Designates classes of claims other than claims of a kind specified in Bankruptcy Code sections 507(a)(2), 507(a)(3), or 507(a)(8) as required by § 1123(a)(1). The claims are Class One (priority claims); Classes Two through Thirty and Class Thirty-Four (secured claims); Class Thirty-One (non-priority general unsecured claims); Class Thirty-Two (executory contract and unexpired lease claims); Class Thirty-Two (interests of Debtor); and Class Thirty-Three (interests of Debtor's shareholders).

- (2) Specifies the classes that are not impaired under the Plan (Classes Two, Three and Thirty-Two (executory contract and unexpired lease claims)) as required by § 1123(a)(2).
- (3) Specifies the treatment of any class of claims or class of interest holders that are impaired under the Plan (Classes One, Four through Thirty-One, Thirty-Two (interests of Debtor), Thirty-Three and Thirty-Four) as required by § 1123(a)(3).
- (4) Provides for the same treatment for each claim or interest of a particular class as required by § 1123(a)(4).
- (5) Provides adequate means for the implementation and execution of the Plan as required by § 1123(a)(5).
- (6) Contains no provisions inconsistent with the interests of creditors and equity security holders and public policy with respect to the manner of selection of any officer, director, or trustee under the Plan and any successor to such officer, director, or trustee as required by § 1123(a)(7).
- (7) Provides for the assumption or rejection of all executory contracts and unexpired leases existing as of the petition date in accordance with Debtor's sound business judgment as required by § 1123(b)(2).

Debtor, as proponent of the Plan, provided adequate disclosure regarding the Plan to all creditors and interest holders in good faith and has complied with the applicable provisions of Chapter 11 as required by § 1129(a)(2).

The Plan has been proposed in good faith and not by any means forbidden by law as required by § 1129(a)(3).

Pursuant to § 1129(a)(4), the Plan provides that payments made or to be made to Debtor's attorneys and other professionals in connection with the case or the Plan are subject to approval of the court.

The Plan provides that Debtor will be responsible for implementation of the Plan through Debtor's existing management, Chief Executive Officer Garry Watts and Debtor's Secretary Haley Watts. The order confirming the Plan shall provide that the Subchapter V Trustee will continue to serve until all Plan payments are made, which is consistent with interests of creditors and equity security holders and with public policy as required by § 1129(a)(5).

Section 1129(a)(6) is inapplicable and no changes in regulatory rates are provided for in the Plan.

Pursuant to § 1129(a)(7), each holder of a claim or interest in an impaired class has either accepted the Plan or will receive an amount equal to or greater than the amount such holder of a claim or interest would receive in a Chapter 7 case. No members of Classes Six through Eleven, Sixteen through Twenty, Twenty-Three or Twenty Five through Thirty returned a ballot, although Class Six now supports confirmation based on the Second Modification. Doc. ##174, 176. The holders of claims in Classes Seven through Eleven, Sixteen through Twenty, Twenty-Three or Twenty Five through Thirty are all secured creditors who will be paid the replacement value of their collateral with interest post-confirmation, so the holders of claims in these classes will receive equal to or greater than priority claimants would receive in a Chapter 7 case. Plan, §§ 6.08-6.12, 6.17-6.21, 6.24, 6.26-6.31, Doc. #127.

Section 1129(a)(8) has not been satisfied because Classes Six through Eleven, Sixteen through Twenty, Twenty-Three or Twenty Five through Thirty have not voted affirmatively to accept the Plan, although Class Six now supports confirmation based on the Second Modification. Doc. ##174, 176. Bell Road Inv. Co. v. M Long Arabians (In re M Long Arabians), 103 B.R. 211, 215-16 (B.A.P. 9th Cir. 1989) (holding that when no creditors within a class vote to accept a plan, that class is deemed to have rejected the plan). Nevertheless, section 1129(a)(8) need not be satisfied if the Subchapter V plan is confirmed, as here, under § 1191(b).

Pursuant to § 1129(a)(9), the Plan provides for treatment of claims under 11 U.S.C. §§ 507(a)(1), 507(a)(3), 507(a)(4), 507(a)(5), 507(a)(6), 507(a)(7) and 507(a)(8), to the extent there are any, in a manner consistent with 11 U.S.C. § 1129(a)(9). Plan, §§ 5.01, 6.01, Doc. #127.

Section 1129(a)(10) need not be satisfied if the Subchapter V plan is confirmed, as here, under § 1191(b).

Regarding § 1129(a)(11), the Plan provides that Debtor will pay the monthly plan payment amounts for 60 months. Plan, Doc. #127; Ex. B, Doc. #150. However, based on the evidence filed in support of the Plan and Debtor's latest monthly operating report, the court has three issues Debtor needs to address before the court can determine that the Plan is feasible.

- (1) Section 3.01 of the Plan states that the term of the Plan will not exceed 60 months from the Effective Date which, according to the definition of Effective Date set forth in Section 17.01 of the Plan is the 30th day following entry of order confirming plan, so likely sometime in September 2025. However, Class Thirty-One (non-priority general unsecured claims) is to receive a total of \$265,621.55 during the term of the Plan through an annual payment of \$53,124.31 beginning on December 31, 2026.
 - (a) Will the final payment to Class Thirty-One be paid on the 60th month of the Plan or on December 31, 2030, which likely will be after the 60th month of the Plan?
 - (b) If the payment is to be made on the 60th month of the Plan, will Debtor have sufficient funds on hand, since the projections for 2030 are annual and not monthly?
- (2) The amended projections filed on July 21, 2025 (Doc. #150) show annual profits are short by \$2,400 for years 2026, 2027, 2028 and 2029 and \$400 for 2030, for a total of \$10,000.00, of the amount required to make the annual payment of \$53,124.31 due to Class Thirty-One. According to the projections for September through December 2025, excess profit is only \$9,887.88, so assuming that all of those profits could be used to make up the shortfall, the projections are still \$112.12 short. The court needs revised plan projections or an amended declaration setting forth how Debtor will be able to pay the annual payments due to Class Thirty-One (non-priority general unsecured claims) under the Plan.
- (3) Per the Plan at Section 4.02, professional fees on the Effective Date will total \$45,000.00. In addition, the monthly operating report for the month ending June 2025 filed on July 14, 2025 ("June 2025 MOR") shows Debtor also owes \$7,040.20 in unpaid post-petition bills to Lopez Diesel Repair. Ex. E, Doc. #141. However, per the June 2025 MOR, Debtor only had \$42,992.29 cash on hand as of June 30, 2025, which is less than amount needed to pay all

outstanding administrative expenses on the Effective Date of the Plan. The court needs additional evidence that Debtor has sufficient funds on hand to make administrative expense payments due on Effective Date of the Plan.

Counsel for Debtor should be prepared to address the feasibility issues raised by the court at the hearing. If sufficiently addressed, the court intends to find that the Plan is feasible and confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of Debtor or any successor to Debtor under the Plan.

Section 1129(a)(12) has been satisfied because all fees due under 28 U.S.C. § 1930 have been paid.

Sections 1129(a)(13)-(16) are not applicable to this case.

For confirmation pursuant to 11 U.S.C. § 1191(b), because Classes Seven through Eleven, Sixteen through Twenty, Twenty-Three and Twenty Five through Thirty consist of members holding secured claims, the Plan must comply with § 1191(c)(1), which requires the Plan meets the requirements of § 1129(b)(2)(A). Section 1129(b)(2)(A) provides that a plan is "fair and equitable" with respect to a class of secured claims if the plan provides:

- (1) the secured claimant retains his or her liens securing repayment of the creditor's claim, and
- (2) the secured claimant receives the present value of his or her claim on the effective date of the plan.

The court finds that the Plan is fair and equitable as to Classes Seven through Eleven, Sixteen through Twenty, Twenty-Three and Twenty-Five through Thirty. The Plan satisfies 11 U.S.C. § 1129(b)(2)(A) with respect to each of these classes by providing either that the claim remains fully secured and will be paid in full with interest through monthly payments over 60 months after the Effective Date or provides for the payment of the replacement value of the collateral securing the claim with interest through monthly payments over 60 months after the Effective Date. Plan, §§ 6.08-6.12, 6.17-6.21, 6.24, 6.26-6.31, Doc. #127.

Accordingly, assuming sufficient clarifications are provided at the confirmation hearing, confirmation of the Plan is proper under 11 U.S.C. § 1191(b), and the Plan will be confirmed under that provision subject to the submission of an amended plan incorporating the modifications previously filed with the court and the additional ones required by the court.

MOTION FOR COMPENSATION BY THE LAW OFFICE OF YOUNG WOOLDRIDGE FOR
LEONARD K. WELSH, DEBTORS ATTORNEY(S)
7-16-2025 [\[143\]](#)

LEONARD WELSH/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted as amended in part, the fee request will be
reduced by an additional \$15.00.

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

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion in part: the fee request will be reduced by an additional \$15.00. 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.

The Law Offices of Young Wooldridge ("Movant"), counsel for the debtor and debtor in possession Watts Chopping, Inc. ("DIP"), originally requested allowance of interim compensation in the amount of \$18,335.00 and reimbursement for expenses in the amount of \$1,148.35 for services rendered from May 1, 2025 through June 30, 2025. Doc. #143. This is Movant's second fee application in this case. The court previously approved a total of \$19,504.49 in interim fees and expenses. Order, Doc. #121. DIP has no objection to the fees and expenses requested by Movant. Decl. of Hayley Watts, Doc. #146.

On July 23, 2025, Movant filed a modification to this motion agreeing to reduce the amount of fees requested in this application by \$920.00 in response to concerns raised by the United States Trustee regarding the fees incurred by Movant in responding to a creditor's limited objection to Movant's first fee application. Doc. #152. However, the amended motion incorrectly states that Movant is seeking to reduce the amount of fees requested "from \$18,350.00 to \$17,430.00." *Id.* Movant's original motion requests allowance of interim fees in the amount of \$18,335.00, not \$18,350.00. Doc. #143. Based on the exhibits and declarations filed in support of the motion, the court believes that Movant is seeking allowance of interim compensation in the amount of \$18,335.00. Ex. B, Doc. #147; Decl. of Leonard K. Welsh, Doc. #145. Thus, the correct amount of fees to be awarded, based on the original fee amount and the agreed upon reduction of \$920.00 would be \$17,415.00, not \$17,430.00 as set forth in the modification.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a professional person. 11 U.S.C. § 330(a)(1). According to the order authorizing employment of Movant, Movant may submit monthly applications for interim compensation pursuant to 11 U.S.C. § 331. Order, Doc. #40. In determining the amount of reasonable compensation to be awarded to

counsel, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Based on the motion as modified, Movant's services include, without limitation: (1) providing general case administration; (2) reviewing and responding to creditor's motion for relief from the automatic stay; (3) preparing and filing motion for order confirming deadline for debtor to file plan of reorganization; (4) reviewing proofs of claim; (5) preparing DIP's Subchapter V plan of reorganization; (6) corresponding with various parties by email; and (7) preparing and filing fee and employment applications. Ex. B, Doc. #147; Welsh Decl., Doc. #145; Modification, Doc. #152.

Accordingly, pending any opposition at the hearing, this motion will be GRANTED on an interim basis with the fees and expenses to be reduced in the amount requested by Movant plus an additional \$15.00. The court will authorize interim compensation in the reduced amount of \$17,415.00 and reimbursement of expenses in the amount of \$1,148.35. Movant is allowed interim fees and costs pursuant to 11 U.S.C. § 331, subject to final review and allowance pursuant to 11 U.S.C. § 330. Such allowed amounts shall be perfected, and may be adjusted, by a final application for allowance of compensation and reimbursement of expenses, which shall be filed prior to case closure. Movant may draw on any retainer held. DIP is authorized to pay the fees allowed by this order from available funds only if the estate is administratively solvent and such payment will be consistent with the priorities of the Bankruptcy Code.

4. [25-10420](#)-A-11 **IN RE: JAMES GRIMES**
[YW-3](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF LAW OFFICES OF YOUNG WOOLDRIDGE
FOR LEONARD K. WELSH, DEBTORS ATTORNEY(S)
7-16-2025 [\[103\]](#)

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 shall submit a proposed order after the hearing.

This motion was filed and served on at least 21 days' notice prior to the hearing date pursuant to Federal Rule of Bankruptcy Procedure 2002 and Local Rule of Practice ("LBR") 9014-1(f)(2) and will proceed as scheduled. Unless opposition is presented at the hearing, the court intends to enter the respondents' defaults and grant the motion. If opposition is presented at the hearing, the court will consider the opposition and whether further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

Law Offices of Young Wooldridge ("Movant"), counsel for the debtor and debtor in possession James Bruce Grimes ("DIP"), requests allowance of final compensation and reimbursement for expenses for services rendered from February 14, 2025 through June 30, 2025. Doc. #103. Movant provided legal services valued at \$24,910.00, and requests compensation for that amount. Id. Movant requests reimbursement for expenses in the amount of \$468.67. Id. No

prior fee application has been filed. DIP has no objection to the fees and expenses requested by Movant. Decl. of James Bruce Grimes, Doc. #105.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 11 case. 11 U.S.C. § 330(a)(1). In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Movant's services included, without limitation: (1) providing general case administration; (2) preparing and prosecuting DIP's plan of reorganization; (3) preparing for and attending meeting of creditors; (4) preparing various documents requested by the United States Trustee; (5) reviewing and responding to the motion for relief from the automatic stay; (6) corresponding with various parties by email and telephone; (7) preparing DIP's monthly operating reports; (8) reviewing proofs of claim; (9) researching and reviewing various matters regarding DIP's family law case; and (10) preparing and filing employment and fee applications. Decl. of Leonard K. Welsh, Doc. #106; Ex. B, Doc. #107. The court finds the compensation of \$24,910.00 and reimbursement for expenses of \$468.67 sought for the period from February 14, 2025 through June 30, 2025 are reasonable, actual, and necessary and should be allowed on a final basis.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED. The court will allow on a final basis compensation in the amount of \$24,910.00 and reimbursement for expenses in the amount of \$468.67. Movant may draw on any retainer held.

5. [25-11932](#)-A-11 **IN RE: 7TH PAR HOLDINGS, LLC**
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
6-11-2025 [\[1\]](#)

DISMISSED 7/9/2025

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

This bankruptcy case was dismissed on July 9, 2025. Doc. #26. Therefore, the status conference is dropped from calendar.

6. [25-10074](#)-A-12 **IN RE: CAPITAL FARMS, INC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 12 VOLUNTARY PETITION
1-10-2025 [[1](#)]

PETER FEAR/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to September 4, 2025 at 10:30 a.m.

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

Because the debtor's monthly operating reports are current, the court intends
to continue this status conference to September 4, 2025 at 10:30 a.m. to be
heard in connection with the hearing to confirm the debtor's chapter 12 plan.

7. [25-10074](#)-A-12 **IN RE: CAPITAL FARMS, INC**
[FW-12](#)

CONTINUED MOTION TO CONFIRM CHAPTER 12 PLAN
4-23-2025 [[162](#)]

CAPITAL FARMS, INC./MV
PETER FEAR/ATTY. FOR DBT.
RESPONSIVE PLEADING
WITHDRAWN 7/22/25

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the chapter 12 plan on July 22, 2025. Doc. #238.

MOTION TO USE CASH COLLATERAL
7-18-2025 [\[230\]](#)

CAPITAL FARMS, INC./MV
PETER FEAR/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

Capital Farms, Inc. ("DIP" or "Debtor"), moves the court for an order authorizing Debtor to use the cash collateral of Tech Ag Financial Group, Inc. and Rabo AgriFinance LLA (together, "Lenders") to purchase a Weiss McNair Model 9800 Harvester ("Harvester") from Dale McFaddin for \$32,000 cash, plus tax at 2.88% (\$921.60). Doc. #230. Debtor asserts Lenders hold duly perfected security interests in nearly all of Debtor's cash collateral. Motion, Doc. #6; Stip., Doc. #77.

Pursuant to 11 U.S.C. § 363, a debtor in possession can use property of the estate that is cash collateral by obtaining either the consent of each entity that has an interest in such cash collateral or court authorization after notice and a hearing. 11 U.S.C. § 363(c)(2). "The primary concern of the court in determining whether cash collateral may be used is whether the secured creditors are adequately protected." In re Plaza Family P'ship, 95 B.R. 166 (E.D. Cal. 1989) (citing 11 U.S.C. § 363(e)). Bankruptcy Code § 1205(b) requires DIP to provide adequate protection to the secured creditors for DIP's use of cash collateral for any decrease in the value of the secured creditors' interest in the accounts receivable due to DIP's use of cash collateral.

DIP operates several almond farms on leased property. DIP seeks court authority to use cash collateral it has on hand to purchase the Harvester in order to allow DIP to timely harvest its crops. Doc. #230. DIP currently has two sweepers and one harvester to harvest its almond crops, but that equipment is insufficient to harvest the entirety of DIP's almond crops located across central California in a timely manner. Decl. of Shawn Gill, Doc. #232. For the past several years, DIP has borrowed harvesters from other parties to ensure timely harvesting across multiple properties. Id. However, as DIP was preparing for the 2025 harvest, the parties from whom DIP previously borrowed equipment need to use that equipment to harvest their own crops and therefore cannot loan the equipment to DIP at this time. Id. DIP believes purchasing the Harvester for \$32,921.60 will be less expensive and more dependable than renting similar equipment. Id. As adequate protection for DIP's use of cash collateral, DIP will grant a replacement lien to Lenders on the Harvester as well as incoming

cash collateral to the extent cash collateral is actually used. Doc. #230. Based on the weekly variance report as of July 30, 2025, DIP has used \$381,406.08 less cash collateral than the cash collateral budgets had projected. Doc. #257. Thus, it appears that Lenders will be adequately protected by DIP's proposed use of cash collateral to purchase the Harvester.

Accordingly, pending any opposition at the hearing, the motion will be GRANTED.

11:00 AM

1. [25-11801](#)-A-7 **IN RE: VALIE HERNANDEZ**

REAFFIRMATION AGREEMENT WITH ONEMAIN FINANCIAL GROUP, LLC
7-8-2025 [\[14\]](#)

JEFFREY ROWE/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

The debtor's counsel shall notify the debtor that no appearance is necessary.

No hearing or order is required. The form of the Reaffirmation Agreement complies with 11 U.S.C. §524(c) and 524(k), and it was signed by the debtor's attorney with the appropriate attestations. Pursuant to 11 U.S.C. §524(d), the court need not approve the agreement.

1. [25-11711](#)-A-7 **IN RE: JAMES/SANDRA FREILEY**
[GT-1](#)

MOTION TO COMPEL ABANDONMENT
7-15-2025 [\[19\]](#)

SANDRA FREILEY/MV
GRISELDA TORRES/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 is DENIED WITHOUT PREJUDICE for failure to comply with this court's local rules.

The certificate of service showing that the motion and supporting documents were served on all parties in interest (Doc. #22) does not comply with Local Rule of Practice 9004-1(c), which requires that all certifications shall be signed by the person offering the evidentiary material contained in the document. Here, the name of the person signing the certificate of service was typed on the Certificate of Service Form, but the Certificate of Service Form is not signed. Because a signed certificate of service was not filed, this court cannot confirm that notice of the motion was proper. Therefore, this motion is denied without prejudice.

2. [25-10912](#)-A-7 **IN RE: JASBIR SOMAN**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-23-2025 [\[30\]](#)

GLOBAL LENDING SERVICES LLC/MV
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See Boone v. Burk (In re Eliapo), 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved

without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The movant, Global Lending Services LLC ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2024 Hyundai Elantra, VIN: KMHLM4DG4RU756481 ("Vehicle"). Doc. #30.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least five complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$4,080.40. Decl. of Jabari Howard, Doc. #32. Movant also has been unable to verify that there is insurance on the Vehicle. Id.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$22,550.00 and the debtor owes \$32,557.00. Howard Decl., Doc. #32.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtor has failed to make at least five pre- and post-petition payments to Movant, the Vehicle is a depreciating asset, and Movant has been unable to verify that there is insurance on the Vehicle.

3. [25-10718](#)-A-7 **IN RE: ANTHONY TELLES**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-20-2025 [\[24\]](#)

PLANET HOME LENDING LLC./MV
NICHOLAS WAJDA/ATTY. FOR DBT.
WENDY LOCKE/ATTY. FOR MV.
DISCHARGED 06/23/2025

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This motion is DENIED WITHOUT PREJUDICE for failure to comply with this court's local rules.

The certificate of service showing that the motion and supporting documents were served on all parties in interest (Doc. #22) does not comply with Local Rule of Practice ("LBR") 9004-1(c), which requires that all certifications shall be signed by the person offering the evidentiary material contained in the document. Specifically, LBR 9004-1(c)(1)(B) states that signatures of persons other than the registered user may be indicated "[t]hrough the use of '/s/Name' or a software-generated electronic signature in the signature block where signatures would otherwise appear." Here, the name of the person signing the certificate of service was typed on the Certificate of Service Form without the "/s/" before the name, which deems notice of the motion improper. Therefore, this motion is denied without prejudice.

4. [25-11623](#)-A-7 **IN RE: PATRICIA DUARTE SERRANO**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-20-2025 [\[11\]](#)

TOYOTA MOTOR CREDIT CORPORATION/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if an amended certificate of service is filed
before 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 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 non-responding parties in interest are entered.

As a procedural matter, the mandatory certificate of service form filed with this motion (Doc. #16) is not completed properly. Section 4 of the mandatory certificate of service form lists the date of service as August 6, 2025, which appears to be a clerical error and is not an accurate indication of when the parties were served with the motion and supporting documents. Because the declarant signed the certificate of service on June 20, 2025 and the pleadings served were filed on June 20, 2025, it appears to the court that the documents likely were served on June 20, 2025 and not on August 6, 2025. The court will consider this motion on the merits if the moving party files an amended certificate of service prior to the hearing.

The movant, Toyota Motor Credit Corporation ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2022 Lexus RX, VIN: 2T2YZMDA8NC365201 ("Vehicle"). Doc. #11.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least four complete pre- and post-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$4,423.24. Decl. of Debra Knight, Doc. #14. Movant also is unable to verify that the debtor has insurance coverage on the Vehicle. Id. According to the debtor's Statement of Intention, the Vehicle will be surrendered. Doc. #1.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$44,200.00 and the debtor owes \$50,933.26. Knight Decl., Doc. #14.

Accordingly, subject to the filing of an amended certificate of service, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtor has failed to make at least four pre- and post-petition payments to Movant, the Vehicle is a depreciating asset, and Movant has been unable to verify that there is insurance on the Vehicle.

5. [23-10133](#)-A-7 **IN RE: PHILIP HERNANDEZ**
[MAZ-2](#)

MOTION TO AVOID LIEN OF SOUTH VALLEY MATERIALS, LLC
7-9-2025 [\[36\]](#)

PHILIP HERNANDEZ/MV
MARK ZIMMERMAN/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 matter is DENIED WITHOUT PREJUDICE for improper notice.

The notice of hearing filed in connection with this motion does not comply with Local Rule of Practice 9014-1(d)(3)(B)(i), which requires the notice include the names and addresses of persons who must be served with any opposition. Here, debtor's counsel on whom opposition is to be served is listed as "Stephen L. Labiak, 1222 West Shaw Avenue, Fresno California 93711[.]" Doc. #37. However, Mr. Labiak's contact information as counsel for the debtor is inconsistent with the court's record showing Mark A. Zimmerman as the debtor's attorney of record. Because the attorney of record is not Mr. Labiak

and the contact information is not for the debtor's current counsel, the notice of hearing is improper.

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>.

6. [25-11433](#)-A-7 **IN RE: JERRY/SARAH ROGERS**
[FW-1](#)

MOTION TO AVOID LIEN OF PAPICH CONSTRUCTION, INC.
7-7-2025 [\[22\]](#)

SARAH ROGERS/MV
PETER FEAR/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Jerry Lee Rogers II and Sarah Renee Rogers (together, "Debtors"), the debtors in this chapter 7 case, move pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Papich Construction dba Sierra Pacific Materials ("Creditor") on the residential real property commonly referred to as 754 W. Chennault Avenue, Clovis, California 93611 (the "Property"). Doc. #22; Schedules C & D, Doc. #1.

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

Debtors filed the bankruptcy petition on May 1, 2025. Doc. #1. A judgment was entered against debtor Jerry Rogers II and Allyn Goodall Trucking, Inc. in the

amount of \$38,953.45 in favor of Creditor on April 8, 2024. Ex. A, Doc. #25. The abstract of judgment was recorded pre-petition in Fresno County on April 12, 2024, as document number 2024-0033683. Ex. A, Doc. #25. The lien attached to Debtors' interest in the Property located in Fresno County. Doc. #22. The Property also is encumbered by a lien in favor of Loan Depot in the amount \$453,053.58. Schedule D, Doc. #1. Debtors claimed an exemption of \$405,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtors assert a market value for the Property as of the petition date at \$638,200.00. Schedule A/B, Doc. #1.

Applying the statutory formula:

Amount of Creditor's judicial lien		\$38,953.45
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$453,053.58
Amount of Debtors' claim of exemption in the Property	+	\$405,000.00
		\$897,007.03
Value of Debtors' interest in the Property absent liens	-	\$638,200.00
Amount Creditor's lien impairs Debtor's exemption		\$258,807.03

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

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

7. [25-12237](#)-A-7 **IN RE: LUIS/ROSALBA DELEON**
[GT-1](#)

MOTION TO COMPEL ABANDONMENT
7-15-2025 [[12](#)]

ROSALBA DELEON/MV
GRISELDA TORRES/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

Luis Gabriel Deleon and Rosalba Deleon (together, "Debtors"), the chapter 7 debtors in this case, move the court to compel the chapter 7 trustee to abandon the estate's interest in the sole proprietorship DoorDash, Grubhub, and

Instacart delivery driving business of debtor Luis Gabriel Deleon. Doc. #12. The assets of the estate used in Mr. Deleon's business includes a 2018 Hyundai Elantra (the "Property"). Id. Debtors have no non-exempt equity in the Property, and the Property therefore has no value to the bankruptcy estate. Id.

11 U.S.C. § 554(b) permits the court, on request of a party in interest and after notice and a hearing, to order the trustee to abandon property that is burdensome to the estate or of inconsequential value and benefit to the estate. Vu v. Kendall (In re Vu), 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). To grant a motion to abandon property, the bankruptcy court must find either that the property is (1) burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. Id. (citing Morgan v. K.C. Mach. & Tool Co. (In re K.C. Mach. & Tool Co.), 816 F.2d 238, 245 (6th Cir. 1987)). However, "an order compelling abandonment [under § 554(b)] is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset. . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." Id. (quoting K.C. Mach. & Tool Co., 816 F.2d at 246).

Here, Debtors do not allege that the Property is burdensome to the estate. Motion, Doc. #12. Therefore, Debtors must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. The 2018 Hyundai Elantra is valued at \$6,571.00, is encumbered by a lien in the amount of \$6,262.00, and has a claimed exemption of \$8,625.00. Schedules A/B, C & D, Doc. #1; Decl. of Luis Gabriel Deleon, Doc. #14. Further, the only non-exempt asset is the goodwill of the business, which Debtors believe has no value because all of the income from Mr. Deleon's business results from his own manual labor. Doc. #12. The court finds that Debtors have met their burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED. The order shall specifically identify the property abandoned.

8. [25-12238](#)-A-7 **IN RE: JEFFREY/SHENA KOOP**
[GT-1](#)

MOTION TO COMPEL ABANDONMENT
7-15-2025 [14](#)

SHENA KOOP/MV
GRISELDA TORRES/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

further hearing is proper pursuant to LBR 9014-1(f)(2). The court will issue an order if a further hearing is necessary.

Jeffrey Rudolf Koop and Shena Ann Koop (together, "Debtors"), the chapter 7 debtors in this case, move the court to compel the chapter 7 trustee to abandon the estate's interest in the sole proprietorship construction laborer business of debtor Jeffrey Rudolf Koop. Doc. #14. The assets of the estate used in Mr. Koop's business include (1) various tools and equipment, including a Dewalt power drill, Dewalt impact drill, Dewalt sander, Dewalt rotary hammer, Dewalt saw, Dewalt planer, Dewalt heat gun, Dewalt circular saw, Dewalt grinder, three Phillips screw drivers, three flat head screw drivers, filer, hand saw, crimpers, lock grips, channel locks, three knives, roofing nail gun, industrial fan, three tool boxes, string line, two hammers, and caulking gun (together, "Construction Tools"); and (2) a 2015 Dodge Ram 1500 (collectively, with the Construction Tools, the "Property"). Doc. #14; Decl. of Jeffrey Rudolf Koop, Doc. #16.

11 U.S.C. § 554(b) permits the court, on request of a party in interest and after notice and a hearing, to order the trustee to abandon property that is burdensome to the estate or of inconsequential value and benefit to the estate. Vu v. Kendall (In re Vu), 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). To grant a motion to abandon property, the bankruptcy court must find either that the property is (1) burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. Id. (citing Morgan v. K.C. Mach. & Tool Co. (In re K.C. Mach. & Tool Co.), 816 F.2d 238, 245 (6th Cir. 1987)). However, "an order compelling abandonment [under § 554(b)] is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset. . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." Id. (quoting K.C. Mach. & Tool Co., 816 F.2d at 246).

Here, Debtors do not allege that the Property is burdensome to the estate. Motion, Doc. #14. Therefore, Debtors must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. The 2015 Dodge Ram 1500 is valued at \$10,700.00, is encumbered by a lien in favor of Ally Financial, Inc. in the amount of \$12,802.00, and has a claimed exemption in the amount of \$8,625.00. Schedule D, Doc. #1; Am. Schedules A/B & C, Doc. #12; Koop Decl., Doc. #16. The Construction Tools are valued at \$1,130.00,¹ are not encumbered by any lien, and have a claimed exemption of \$1,130.00. Schedule D, Doc. #1; Am. Schedules A/B & C, Doc. #12. Further, the only other non-exempt asset is the goodwill of the business, which Debtors believe has no value because substantially all of the income from Mr. Koop's business results from his own manual labor. Doc. #14. The court finds that Debtors have met their burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED. The order shall specifically identify the property abandoned.

¹ Debtors' motion and supporting declaration state that the value of the Construction Tools, as well as the claimed exemption in the Construction Tools, is \$1,145.00. Doc. ##14, 16. However, Debtors scheduled the value and claimed exemption in the Construction Tools at \$1,130.00, so that is the value the court uses in analyzing the motion. Schedule D, Doc. #1; Am. Schedules A/B & C, Doc. #12.

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-23-2025 [\[69\]](#)

KUBOTA/MV
T. O'TOOLE/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.
DISCHARGED 01/08/2025; RESPONSIVE PLEADING

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

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

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtors filed written non-opposition to the motion. Doc. #83. 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 non-responding parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtors' interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtors' discharge was entered on January 8, 2025. Doc. #50. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, Kubota ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a KUBOTA SSV75PHFRC & ERSKINE 901529, LAND PRIDE AP-HD80LLC & ERSKINE 925090 (V.I.N. KBCZ141CJMJC27495 & 1129648 / 1362358 & 373623) (together, the "Property"). Doc. #69. The debtors do not oppose. Doc. #83.

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 the debtors have failed to make at least eight complete post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$9,363.84. Decl. of Jesse Villagomez, Doc. #72. According to the debtors' Statement of Intention, the Property will be surrendered. Doc. #1.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtors have failed to make at least eight post-petition payments to Movant and the debtors do not oppose relief from the automatic stay.

10. [24-12656](#)-A-7 **IN RE: JOAO/KERIE AZEVEDO**
[KMM-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-25-2025 [\[75\]](#)

KUBOTA/MV
T. O'TOOLE/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.
DEBTOR DISCHARGED: 01/08/2025; RESPONSIVE PLEADING

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

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

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtors filed written non-opposition to the motion. Doc. #85. 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 non-responding parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

As a procedural matter, the motion and supporting papers do not comply with LBR 9014-1(c). Counsel for creditor used the same Docket Control Number ("DCN") for this motion that was used for a prior motion for relief from automatic stay in violation of LBR 9014-1(c)(4). Compare Doc. #69 with Doc. #75. A new DCN should have been used for this motion. 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 motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtors' interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtors' discharge was entered on January 8, 2025. Doc. #50. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, Kubota ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a KUBOTA M7060HD, CABRAL WELDING M7BG (V.I.N. KBUMFCDRKL8C85127 / WA99835) ("Property"). Doc. #75. The debtors do not oppose the motion. Doc. #85.

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 the debtors have failed to make at least seven complete post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$5,750.57. Decl. of Jesse Villagomez, Doc. #77. According to the debtors' Statement of Intention, the Property will be surrendered. Doc. #1.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtors have failed to make at least seven post-petition payments to Movant and the debtors do not oppose relief from the automatic stay.

11. [25-11257](#)-A-7 **IN RE: AGUSTIN SEBASTIAN**
[MJ-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-30-2025 [\[22\]](#)

AMERICREDIT FINANCIAL SERVICES, INC./MV
TIMOTHY SPRINGER/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.
DISCHARGED 8/5/25

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

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

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

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

requires a movant make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtor's interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtor's discharge was entered on August 5, 2025. Doc. #28. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, AmeriCredit Financial Services, Inc. dba GM Financial ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2023 GMC Sierra 1500, VIN: 1GTPHCED7PZ126107 ("Vehicle"). Doc. #22.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least two complete pre-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$2,102.80, including late fees of \$238.90. Decl. of Thomasina Dodd, Doc. #24. According to the debtor's Statement of Intention, the Vehicle will be surrendered. Doc. #1.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$41,775.00 and the debtor owes \$49,213.31. Dodd Decl., Doc. #24.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtor has failed to make at least two complete pre-petition payments to Movant and the Vehicle is a depreciating asset.

12. [24-11362](#)-A-7 **IN RE: CRISPIN TRINIDAD**
[LNH-4](#)

MOTION TO SELL
7-16-2025 [\[45\]](#)

IRMA EDMONDS/MV
LAYNE HAYDEN/ATTY. FOR DBT.
LISA HOLDER/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

According to the motion papers, PenFed Credit Union ("Creditor") holds a lien on the vehicle the chapter 7 trustee seeks to sell to the co-owner. Doc. #45; Ex. D, Doc. #48. The court requires Creditor to be served with the motion, which was not done here. Doc. #49. Additionally, it is unclear from the motion whether the vehicle will be sold free and clear of the lien held by Creditor. If the vehicle is being sold free and clear of Creditor's lien, then service on Creditor must be made pursuant to Federal Rule of Bankruptcy Procedure 7004(b).

Because Creditor has not been served with the motion, this motion is DENIED WITHOUT PREJUDICE for improper service.

13. [25-10964](#)-A-7 **IN RE: CESAR GUERRERO**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
6-20-2025 [\[15\]](#)

FIFTH THIRD BANK/MV
R. BELL/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, Fifth Third Bank ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2021 Ram 3500, VIN: 3C63RRHL6MG616722 ("Vehicle"). Doc. #15.

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least four complete pre- and post-petition payments. Movant has produced evidence that the debtor is

delinquent by at least \$4,395.80. Decl. of Iesha Wade, Doc. #18. According to the debtor's Statement of Intention, the Vehicle will be surrendered. Doc. #1.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the debtor has failed to make at least four pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

14. [25-11074](#)-A-7 **IN RE: PARAMVIR DHILLON**
[SLL-6](#)

MOTION TO AVOID LIEN OF MAALONA KILIONA
7-3-2025 [\[58\]](#)

PARAMVIR DHILLON/MV
STEPHEN LABIAK/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record sufficiently supplemented.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). 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. Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, and the court needs clarification before it can grant this motion.

Paramvir Dhillon ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Maalona Kiliona ("Creditor") on the residential real property commonly referred to as 11323 N. Via San Toma Drive, Fresno, California 93730 ("Property"). Doc. #58; Am. Schedule C, Doc. #14; Schedule D, Doc. #1.

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)).

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, 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). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtor filed his bankruptcy petition on April 3, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$12,913.66 in favor of Creditor on June 2, 2023. Ex. C, Doc. #61. A Certificate of Lien pursuant to Labor Code § 98.2(g)(1) was recorded pre-petition in Fresno County on June 7, 2023, as document number 2023-0052694. Ex. C, Doc. #61. The lien attached to Debtor's interest in the Property located in Fresno County. Id. Debtor asserts a market value for the Property as of the petition date at \$917,000.00. Am. Schedule A/B, Doc. #14. The Property also is encumbered by a first mortgage in favor of Alliant Credit Union in the amount \$190,118.87 and a second mortgage in favor of MSH Asset Vehicle in the amount of \$502,300.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$214,000.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #14.

There appears to be four senior judicial liens on the Property:

- (1) The first senior judicial lien arises from an abstract of judgment recorded in Fresno County on January 28, 2020 by Salem Real Estate and G. Andrew Slater in the amount of \$52,137.32. Decl. of Paramvir Dhillon, Doc. #60.
- (2) The second senior judicial lien arises from an abstract of judgment recorded in Fresno County on February 26, 2021 by Davinder Sandhu in the amount of \$8,611.48. Decl. of Paramvir Dhillon, Doc. ##20, 25, 30, 34, 40.
- (3) The third senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 1, 2021 by Gurcharan Sidhu in the amount of \$8,106.88. Dhillon Decl., Doc. #60.
- (4) The fourth senior judicial lien arises from a Certificate of Lien pursuant to Labor Code § 98.2(g)(1) recorded in Fresno County on March 10, 2023 by Maalona Killona III in the amount of \$12,913.66. Id.

Five senior and junior liens have been previously avoided in this case. Orders, Doc. ##43-47. In the declarations for the previously avoided liens, the declarations indicated that there was a judicial lien in favor of Davinder Sandhu against the Property. Dhillon Decl., Doc. ##20, 25, 30, 34, 40. However, the declaration included with this motion omits the judicial lien in favor of Davinder Sandhu from its calculation. Dhillon Decl., Doc. #60. The court is inclined to include the judicial lien in favor of Davinder Sandhu in the statutory formula below. At the hearing, Debtor should be prepared to clarify whether the judicial lien in favor of Davinder Sandhu should be included or omitted when applying the statutory formula to the judicial lien that is the subject of the instant motion.

Applying the statutory formula:

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Amount of Creditor's judicial lien		\$12,913.66
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$774,188.21
Amount of Debtor's claim of exemption in the Property	+	\$214,000.00
		\$1,001,101.87
Value of Debtor's interest in the Property absent liens	-	\$917,000.00
Amount Creditor's lien impairs Debtor's exemption		\$84,101.87

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided. It appears Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1).

Accordingly, subject to Debtor sufficiently supplementing the record at the hearing, the court is inclined to GRANT the motion. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

15. [25-11074](#)-A-7 **IN RE: PARAMVIR DHILLON**
[SLL-7](#)

MOTION TO AVOID LIEN OF MAALONA KILIONA
7-3-2025 [\[63\]](#)

PARAMVIR DHILLON/MV
STEPHEN LABIAK/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record sufficiently supplemented.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). 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. Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, and the court needs clarification before it can grant this motion.

Paramvir Dhillon ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Maalona Kiliona ("Creditor") on the residential real property commonly referred to as 11323 N. Via San Toma Drive, Fresno, California 93730 ("Property"). Doc. #63; Am. Schedule C, Doc. #14; Schedule D, Doc. #1.

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)).

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, 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). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtor filed his bankruptcy petition on April 3, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$12,913.66 in favor of Creditor on March 9, 2023. Ex. C, Doc. #66. A Certificate of Lien pursuant to Labor Code § 98.2(g)(1) was recorded pre-petition in Fresno County on March 10, 2023, as document number 2023-0022214. Ex. C, Doc. #66. The lien attached to Debtor's interest in the Property located in Fresno County. Id. Debtor asserts a market value for the Property as of the petition date at \$917,000.00. Am. Schedule A/B, Doc. #14. The Property also is encumbered by a first mortgage in favor of Alliant Credit Union in the amount \$190,118.87 and a second mortgage in favor of MSH Asset Vehicle in the amount of \$502,300.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$214,000.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #14. Debtor also has set for hearing a motion to avoid one junior judicial lien on the Property, which is also being granted (see calendar matter #14 above).

There appears to be three senior judicial liens on the Property:

- (1) The first senior judicial lien arises from an abstract of judgment recorded in Fresno County on January 28, 2020 by Salem Real Estate and G. Andrew Slater in the amount of \$52,137.32. Decl. of Paramvir Dhillon, Doc. #65.
- (2) The second senior judicial lien arises from an abstract of judgment recorded in Fresno County on February 26, 2021 by Davinder Sandhu in the amount of \$8,611.48. Decl. of Paramvir Dhillon, Doc. ##20, 25, 30, 34, 40.
- (3) The third senior judicial lien arises from an abstract of judgment recorded in Fresno County on March 1, 2021 by Gurcharan Sidhu in the amount of \$8,106.88. Dhillon Decl., Doc. #65.

Five senior and junior liens have been previously avoided in this case. Orders, Doc. ##43-47. In the declarations for the previously avoided liens, the declarations indicated that there was a judicial lien in favor of Davinder Sandhu against the Property. Dhillon Decl., Doc. ##20, 25, 30, 34, 40. However, the declaration included with this motion omits the judicial lien in favor of Davinder Sandhu from its calculation. Dhillon Decl., Doc. #65. The court is inclined to include the judicial lien in favor of Davinder Sandhu in the statutory formula below. At the hearing, Debtor should be prepared to clarify whether the judicial lien in favor of Davinder Sandhu should be included or omitted when applying the statutory formula to the judicial lien that is the subject of the instant motion.

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Applying the statutory formula:

Amount of Creditor's judicial lien		\$12,913.66
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$761,274.55
Amount of Debtor's claim of exemption in the Property	+	\$214,000.00
		\$988,188.21
Value of Debtor's interest in the Property absent liens	-	\$917,000.00
Amount Creditor's lien impairs Debtor's exemption		\$71,188.21

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided. It appears Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1).

Accordingly, subject to Debtor sufficiently supplementing the record at the hearing, the court is inclined to GRANT the motion. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

16. [25-11074](#)-A-7 **IN RE: PARAMVIR DHILLON**
[SLL-8](#)

MOTION TO AVOID LIEN OF GURCHARAN SIDHU
7-3-2025 [\[68\]](#)

PARAMVIR DHILLON/MV
STEPHEN LABIAK/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record sufficiently supplemented.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). 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. Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, and the court needs clarification before it can grant this motion.

Paramvir Dhillon ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Gurcharan Sidhu ("Creditor") on the residential real property commonly referred to as 11323 N. Via San Toma Drive, Fresno, California 93730 ("Property"). Doc. #68; Am. Schedule C, Doc. #14; Schedule D, Doc. #1.

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)).

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, 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). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtor filed his bankruptcy petition on April 3, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$8,106.88 in favor of Creditor on February 1, 2021. Ex. C, Doc. #71. A Certificate of Lien pursuant to Labor Code § 98.2(g)(1) was recorded pre-petition in Fresno County on March 1, 2021, as document number 2021-0034395. Ex. C, Doc. #71. The lien attached to Debtor's interest in the Property located in Fresno County. Id. Debtor asserts a market value for the Property as of the petition date at \$917,000.00. Am. Schedule A/B, Doc. #14. The Property also is encumbered by a first mortgage in favor of Alliant Credit Union in the amount \$190,118.87 and a second mortgage in favor of MSH Asset Vehicle in the amount of \$502,300.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$214,000.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #14. Debtor also has set for hearing motions to avoid two junior judicial liens on the Property, both of which are also being granted (see calendar matters #14 and #15 above).

There appears to be two senior judicial liens on the Property:

- (1) The first senior judicial lien arises from an abstract of judgment recorded in Fresno County on January 28, 2020 by Salem Real Estate and G. Andrew Slater in the amount of \$52,137.32. Decl. of Paramvir Dhillon, Doc. #70.
- (2) The second senior judicial lien arises from an abstract of judgment recorded in Fresno County on February 26, 2021 by Davinder Sandhu in the amount of \$8,611.48. Decl. of Paramvir Dhillon, Docs. #20, 25, 30, 34, 40.

Five senior and junior liens have been previously avoided in this case. Orders, Doc. ##43-47. In the declarations for the previously avoided liens, the declarations indicated that there was a judicial lien in favor of Davinder Sandhu against the Property. Dhillon Decl., Doc. #20, 25, 30, 34, 40. However, the declaration included with this motion omits the judicial lien in favor of Davinder Sandhu from its calculation. Dhillon Decl., Doc. #70. The court is inclined to include the judicial lien in favor of Davinder Sandhu in the statutory formula below. At the hearing, Debtor should be prepared to clarify whether the judicial lien in favor of Davinder Sandhu should be included or omitted when applying the statutory formula to the judicial lien that is the subject of the instant motion.

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Applying the statutory formula:

Amount of Creditor's judicial lien		\$8,106.88
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$753,167.67
Amount of Debtor's claim of exemption in the Property	+	\$214,000.00
		\$975,274.55
Value of Debtor's interest in the Property absent liens	-	\$917,000.00
Amount Creditor's lien impairs Debtor's exemption		\$58,274.55

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided. It appears Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1).

Accordingly, subject to Debtor sufficiently supplementing the record at the hearing, the court is inclined to GRANT the motion. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

17. [25-11074](#)-A-7 **IN RE: PARAMVIR DHILLON**
[SLL-9](#)

MOTION TO AVOID LIEN OF SALEM REAL ESTATE LLC
7-3-2025 [\[73\]](#)

PARAMVIR DHILLON/MV
STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Paramvir Dhillon ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to partially avoid the judicial lien of Salem Real Estate, LLC ("Creditor") on the residential real property commonly referred to as 11323 N. Via San Toma Drive, Fresno, California 93730 ("Property"). Doc. #73;

Am. Schedule C, Doc. #14; Schedule D, Doc. #1. Specifically, Debtor seeks to avoid the judicial lien of Creditor in the amount of \$41,556.19 with \$10,581.13 of the lien surviving the lien removal. Doc. #73.

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)).

Where the movant seeks to avoid multiple liens as impairing the debtor's exemption, 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). Liens already avoided are excluded from the exemption-impairment calculation with respect to other liens. Id.; 11 U.S.C. § 522(f)(2)(B). The court "must approach lien avoidance from the back of the line, or at least some point far enough back in line that there is no nonexempt equity in sight." All Points Cap. Corp. v. Meyer (In re Meyer), 373 B.R. 84, 88 (B.A.P. 9th Cir. 2007). "[J]udicial liens are avoided in reverse order until the marginal lien, i.e., the junior lien supported in part by equity, is reached." Id.

Debtor filed his bankruptcy petition on April 3, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$52,137.32 in favor of Creditor on November 5, 2019. Ex. C, Doc. #76. An abstract of judgment was recorded pre-petition in Fresno County on January 28, 2020, as document number 2020-0011681. Ex. C, Doc. #76. The lien attached to Debtor's interest in the Property located in Fresno County. Id. Debtor asserts a market value for the Property as of the petition date at \$917,000.00. Am. Schedule A/B, Doc. #14. The Property also is encumbered by a first mortgage in favor of Alliant Credit Union in the amount \$190,118.87 and a second mortgage in favor of MSH Asset Vehicle in the amount of \$502,300.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$214,000.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #14. Debtor also has set for hearing motions to avoid three junior judicial liens on the Property, all of which are also being granted (see calendar matters #14, #15 and #16 above).

Applying the statutory formula:

Amount of Creditor's judicial lien		\$52,137.32
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$692,418.87
Amount of Debtor's claim of exemption in the Property	+	\$214,000.00
		\$958,556.19
Value of Debtor's interest in the Property absent liens	-	\$917,000.00
Amount Creditor's lien impairs Debtor's exemption		\$41,556.19

Application of the arithmetical formula required by § 522(f)(2)(A) shows sufficient equity in the Property to partially support Creditor's lien. Creditor's judicial lien does not fully impair Debtor's exemption in the Property.

Accordingly, this motion will be GRANTED. Creditor's judicial lien will be avoided in the amount of \$41,556.19. Creditor shall retain a judicial lien in the amount of \$10,581.13.

18. [25-12581](#)-A-7 **IN RE: RODNEY LEWIS**
[BDB-1](#)

MOTION TO COMPEL ABANDONMENT
8-1-2025 [\[7\]](#)

RODNEY LEWIS/MV
BENNY BARCO/ATTY. FOR DBT.
OST 8/1/25

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

On August 1, 2025, the court granted the moving party's ex parte application for an order shortening time to hear the moving party's motion to compel abandonment. Doc. #11. This motion was set for hearing on August 6, 2025 at 1:30 p.m. pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). 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.

Rodney Dale Lewis ("Debtor"), the chapter 7 debtor in this case, moves the court to compel the chapter 7 trustee to abandon the estate's interest in Debtor's sole proprietorship business known as Rod Lewis Flooring. Doc. #7. The assets of the estate used in Debtor's business include: (1) various tools and equipment, including a sander, carpet stretcher, carpet toolbox and hand tools, two hand grinders, two tile bars, hand truck, two flat dollies, linoleum dolly, tile cutter, lut cutter, skill saw, table saw, chop saw, engine hoist, straight edge, two air movers, drill, and a 75-pound roller (together, "Equipment"); (2) a 2020 Chevrolet 1500; (3) a 2018 GMC 1500; (4) a 2019 Chevy Express 2500; (5) a Bank of Sierra business checking account ("Bank Account"); (6) a C15 Contractor's License; (7) a Big Tex Trailer; and (8) a laptop and phone. Doc. #1; Doc. #7. The assets describe in (1)-(8) of the previous sentence are hereafter referred to collectively as the "Property." Debtor asserts that there is minimal non-exempt equity in the Property and the Property therefore has no value to the bankruptcy estate. Doc. #7.

11 U.S.C. § 554(b) permits the court, on request of a party in interest and after notice and a hearing, to order the trustee to abandon property that is burdensome to the estate or of inconsequential value and benefit to the estate. Vu v. Kendall (In re Vu), 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). To grant a motion to abandon property, the bankruptcy court must find either that the property is (1) burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. Id. (citing Morgan v. K.C. Mach. & Tool Co. (In re K.C. Mach. & Tool Co.), 816 F.2d 238, 245 (6th Cir. 1987)). However, "an order compelling abandonment [under § 554(b)] is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset. . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." Id. (quoting K.C. Mach. & Tool Co., 816 F.2d at 246).

Here, Debtor does not allege that the Property is burdensome to the estate. Motion, Doc. #7. Therefore, Debtor must establish that the Property is of inconsequential value and benefit to the estate. 11 U.S.C. § 554(b); Vu, 245 B.R. at 647. The Equipment is valued at \$2,530.00, is encumbered by a lien in favor of the US Small Business Administration in the amount \$287,000.00 and does not have a claimed exemption. Schedules A/B, C & D, Doc. #1; Decl. of Rodney Dale Lewis, Doc. #9. The 2020 Chevrolet 1500 is valued at \$18,000.00, is encumbered by a lien in favor of GM Financial in the amount of \$19,785.00 and does not have a claimed exemption. Id. The 2018 GMC 1500 is valued at \$8,000.00, is encumbered by a lien in favor of CarMax Auto Finance in the amount of \$4,274.00 and has a claimed exemption of \$3,726.00. Id. The 2019 Chevy Express 2500 is valued at \$25,000.00, is encumbered by a lien in favor of Bancorp in the amount of \$2,300.00 and has a claimed exemption of \$22,700.00. Id. The Bank Account is valued at \$3,438.00, is not encumbered by a lien, and is fully exempt. Id. Debtor's C15 Contractor's license is valued at zero dollars, is not encumbered by a lien and does not have a claimed exemption. Id. The Big Tex Trailer is valued at \$800.00, is not encumbered by a lien and is fully exempt. Id. Debtor's laptop and phone are valued collectively at \$200.00, are not encumbered by a lien, and are fully exempt. Id. Debtor also states that the goodwill of the business has no value because all of the income from Debtor's business results from his own manual labor. Lewis Decl., Doc. #9. The court finds that Debtor has met his burden of establishing by a preponderance of the evidence that the Property is of inconsequential value and benefit to the estate.

Accordingly, subject to opposition being raised at the hearing, this motion will be GRANTED. The order shall specifically identify the property abandoned.

1. [24-13300](#)-A-13 **IN RE: MICHAEL/MIRIAM BIAS**
[DCF-2](#)

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
6-17-2025 [[94](#)]

PACCAR FINANCIAL CORP./MV
PETER BUNTING/ATTY. FOR DBT.
DANIEL FLEMING/ATTY. FOR MV.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the motion on July 23, 2025. Doc. #120.

2. [24-13300](#)-A-13 **IN RE: MICHAEL/MIRIAM BIAS**
[PBB-6](#)

MOTION TO CONFIRM PLAN
6-20-2025 [[106](#)]

MIRIAM BIAS/MV
PETER BUNTING/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 35 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 3015-1(d)(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.

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

3. [25-11909](#)-A-13 **IN RE: RONALD OSBURN**

MOTION FOR DISCOVERY TO PRODUCE DOCUMENTS FROM DEUTSCHE BANK NATIONAL TRUST COMPANY, WESTERN PROGRESSIVE LLC, PHH MORTGAGE SERVICES, AND OCWEN LOAN SERVICING TO ESTABLISH OWNERSHIP OF MORTGAGE, NOTE, CORPORATE AUTHORITY, AND CHALLENGE ALLEGED ILLEGAL FORECLOSURE
6-23-2025 [\[18\]](#)

RONALD OSBURN/MV
RESPONSIVE PLEADING

NO RULING.

4. [25-11909](#)-A-13 **IN RE: RONALD OSBURN**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
7-7-2025 [\[41\]](#)

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 fees now due have been paid. Therefore, this order to show cause will be VACATED. No appearance is necessary.

5. [25-11909](#)-A-13 **IN RE: RONALD OSBURN**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
7-14-2025 [\[53\]](#)

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: The minutes of the hearing will be the court's findings and conclusions.

ORDER: The court will issue an order.

This matter will proceed as scheduled. If the \$1.00 in delinquent installment fees due at the time of the hearing have not been paid prior to the hearing, the case will be dismissed on the grounds stated in the order to show cause.

If the installment fees due at the time of hearing are paid before the hearing, the order permitting the payment of filing fees in installments will be modified to provide that if future installments are not received by the due date, the case will be dismissed without further notice or hearing.

6. [25-11310](#)-A-13 **IN RE: FRANCISCO SALCEDO**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
5-29-2025 [[13](#)]

LILIAN TSANG/MV
PETER BUNTING/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

7. [25-10922](#)-A-13 **IN RE: MANUEL MENDOZA**
[LGT-2](#)

MOTION TO DISMISS CASE
7-8-2025 [[38](#)]

LILIAN TSANG/MV
YASHA RAHIMZADEH/ATTY. FOR DBT.

NO RULING.

8. [25-11225](#)-A-13 **IN RE: THERESA PICOU**
[JCW-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY CAPITAL ONE AUTO FINANCE
6-3-2025 [[22](#)]

CAPITAL ONE AUTO FINANCE/MV
JENNIFER WONG/ATTY. FOR MV.
DISMISSED 7/10/25

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

An order dismissing this case was entered on July 10, 2025. Doc. #42.
Therefore, this objection will be OVERRULED AS MOOT.

9. [25-11225](#)-A-13 **IN RE: THERESA PICOU**
[LGT-1](#)

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

LILIAN TSANG/MV
DISMISSED 7/10/25

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

An order dismissing this case was entered on July 10, 2025. Doc. #42.
Therefore, this objection will be OVERRULED AS MOOT.

10. [25-10127](#)-A-13 **IN RE: DANIEL GONZALEZ AND DANIELLE BLACK**
[TCS-2](#)

MOTION TO VALUE COLLATERAL OF PRESTIGE FINANCIAL SERVICES
7-9-2025 [\[37\]](#)

DANIELLE BLACK/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Federal Rule of Bankruptcy Procedure ("Rule") 9014(b) requires a motion to value collateral be served "in the manner provided for service of a summons and complaint by Rule 7004." Service of the motion on Prestige Financial Services ("Creditor") does not satisfy Rule 7004.

Rule 7004(b)(3) provides that service upon a domestic or foreign corporation, or a partnership or other unincorporated association be mailed "to the attention of an officer, managing or general agent, or to any other agent authorized by appointment or law to receive service of process[.]" Fed. R. Bankr. P. 7004(b)(3). The certificate of service filed in connection with this motion does not show that Creditor was served to the attention of anyone. See Doc. #41.

As further procedural matter, the movant incorrectly completed Section 6 of the court's mandatory Certificate of Service form. In Section 6, the declarant marked that service was effectuated by Rule 5 and Rules 7005, 9036 Service. Doc. #41. However, Rule 9014 requires service of a motion to value collateral be made pursuant to Rule 7004. In Section 6, the declarant should have checked the appropriate box under Section 6A, not Section 6B.

Accordingly, this motion is DENIED WITHOUT PREJUDICE for improper service.

11. [25-11850](#)-A-13 **IN RE: DANIELA SILVA OCHOA**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
7-3-2025 [\[16\]](#)

LILIAN TSANG/MV
GABRIEL WADDELL/ATTY. FOR DBT.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the objection to confirmation of the plan on July 21, 2025.
Doc. #21.

12. [23-11859](#)-A-13 **IN RE: AUGUSTO TRIGUEROS**
[SAH-3](#)

MOTION TO MODIFY PLAN
6-25-2025 [\[102\]](#)

AUGUSTO TRIGUEROS/MV
SUSAN HEMB/ATTY. FOR DBT.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

There is no Attachment 6B2 attached to the certificates of service filed with the motion (Doc. ##106, 107) showing the parties and addresses on which the motion and supporting documents were served. Local Rule of Practice 3015-1(d)(1) requires a motion to modify a plan to be served at least 35 days prior to the hearing date. Because there is no attachment to the certificate of service, the court cannot determine whether the proper parties were served.

As a further procedural matter, the mandatory certificate of service forms filed with this motion (Doc. ##106, 107) is not completed properly. Section 4 of the mandatory certificate of service form indicates that the parties in interest were served with the motion and supporting documents on April 25, 2025. Doc. ##106, 107. However, the documents that were served are dated June 4, 2025 (Doc. #105) and June 23, 2025 (Doc. ##102-104), so those documents could not have been served on April 25, 2025, as stated in the certificates of service on file with this motion (Doc. ##106, 107).

As an informative matter, the certificate of service filed in connection with this motion was filed as a fillable version of the court's Official Certificate of Service form (EDC Form 7-005, Rev. 10/2022) instead of being printed prior to filing with the court. The version that was filed with the court can be altered because it is still the fillable version. In the future, the declarant should print the completed certificate of service form prior to filing and not file the fillable version.

Accordingly, this motion is DENIED WITHOUT PREJUDICE for improper service.

13. [25-11067](#)-A-13 **IN RE: ROMELIA FERREL**

MOTION TO CONFIRM PLAN
7-8-2025 [\[81\]](#)

ROMELIA FERREL/MV
ONYINYE ANYAMA/ATTY. FOR DBT.
CONT'D TO 8/28 WITHOUT ORDER; RESPONSIVE PLEADING

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

Debtor Romelia Ferrel ("Debtor") filed and served this motion to confirm the second amended chapter 13 plan pursuant to Local Rule of Practice ("LBR") 3015-1(d)(1) and set that motion for hearing on August 6, 2024. Doc. ##81-86. The chapter 13 trustee ("Trustee") filed an opposition to Debtor's motion on the following grounds: (1) Debtor needs to file amended schedules and file a new plan to show Debtor's plan is feasible; (2) Debtor did not file a declaration or designate a Docket Control Number to the motion; and (3) a Disclosure of Compensation Form needs to be amended. Doc. #89.

On June 30, 2025, Wells Fargo Bank, National Association, as Trustee, for the Structured Asset Securities Corporation Mortgage Loan Trust 2007-OSI, by and through its authorized loan servicing agent, PHH Mortgage ("Creditor"), filed an objection to confirmation of the chapter 13 plan of Debtor. Doc. #69. However, because Creditor's objection to confirmation of Debtor's first amended plan should have been filed as a response/opposition to the motion to confirm, Creditor's objection was consolidated with this matter. Order, Doc. #98.

On July 14, 2025, Debtor filed a second amended notice of hearing continuing the hearing on the motion to confirm the amended plan to August 27, 2025 at 9:30 a.m. Doc. #91. However, August 27, 2025 at 9:30 a.m. is not a chapter 13 calendar date in this court; the correct calendar date is August 28, 2025 at 9:30 a.m. Also, LBR 9014-1(j) requires court approval for the continuance of a hearing, which was not done. Because Debtor's notice of the continued hearing is defective, the hearing on Debtor's motion to confirm the amended plan remains set for August 6, 2025 at 2:00 p.m.

The court denies the motion without prejudice for the failure of Debtor to file and serve a declaration of Debtor in support of the motion when the motion was filed and served. The party moving to confirm a chapter 13 plan bears the burden of proof to show facts supporting the proposed plan. Max Recovery v. Than (In re Than), 215 B.R. 430, 434 (B.A.P. 9th Cir. 1997). In addition, LBR 9014-1(d)(3)(D) requires in relevant part that "[e]very motion or other request for relief shall be accompanied by evidence establishing its factual allegations and demonstrating that the movant is entitled to the relief requested." Here, no evidence was filed or served with the motion to confirm Debtor's plan, so Debtor did not meet her required burden of proof or comply with this court's Local Rules of Practice.

As a procedural matter, the motion and supporting papers do not comply with LBR 9014-1(c). "In motions filed in the bankruptcy case, a Docket Control Number (designated as DCN) shall be included by all parties immediately below

the case number on all pleadings and other documents, including proofs of service, filed in support of or opposition to motions." LBR 9014-1(c)(1). "Once a Docket Control Number is assigned, all related papers filed by any party, including motions for orders shortening the amount of notice and stipulations resolving that motion, shall include the same number." LBR 9014-1(c)(4). See LBR 9004-2(b)(6). Here, counsel for the debtor did not include a DCN on the motion or notice of motion filed on July 8, 2025 (Doc. ##81, 82) but used DCN: ONA-3 on the related certificate of service (Doc. #83). Under the court's Local Rules of Practice, all three documents should have DCN: ONA-3. In addition, the amended notice of hearing filed on July 9, 2025 did not include a DCN (Doc. #85), but used DCN: ONA-4 on the related certificate of service (Doc. #86). Under the court's Local Rules of Practice, both the amended notice and related certificate of service should have had DCN: OCA-3. Similarly, there was no DCN on the second amended notice of hearing and the related certificate of service filed on July 14, 2025 or the third amended notice of hearing and the related certificate of service filed on July 18, 2025. Doc. ##91, 92, 96, 97. Because each of these documents relate to this motion to confirm, each document should have had DCN: OCA-3. If counsel for the debtor files a new motion to confirm, that motion should have a new DCN that is not either OCA-3 or OCA-4.

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 applicable rules. The local rules can be accessed on the court's website at: <https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders>.

Accordingly, Debtor's motion to confirm her first amended chapter 13 plan is DENIED WITHOUT PREJUDICE.

14. [25-11870](#)-A-13 **IN RE: GENYL BAYONA**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
7-17-2025 [\[20\]](#)

LILIAN TSANG/MV
RABIN POURNAZARIAN/ATTY. FOR DBT.

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

DISPOSITION: Continued to September 18, 2025 at 9:30 a.m.

ORDER: The court will issue an order.

Yvonne Olmos ("Debtor") filed a voluntary petition under chapter 13 as well as a chapter 13 plan ("Plan") on June 3, 2025. Doc. ##1, 3. The chapter 13 trustee ("Trustee") objects to confirmation of the Plan because: (1) Debtor needs to provide Trustee with amended documents that accurately reflect Debtor's priority debts; (2) Debtor has not filed all applicable tax returns; and (3) the 341 meeting of creditors has not been concluded. Doc. #20. Debtor's 341 meeting of creditors has been continued to August 26, 2025 at 2:00 p.m. See court docket entry entered on July 15, 2025.

This objection will be continued to September 18, 2025 at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or Trustee's objection to confirmation is withdrawn, Debtor shall file and serve a written response no later than September 4, 2025. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is

disputed or undisputed, and include admissible evidence to support Debtor's position. Trustee shall file and serve a reply, if any, by September 11, 2025.

If Debtor elects to withdraw this plan and file a modified plan in lieu of filing a response, then a confirmable modified plan shall be filed, served, and set for hearing, not later than September 11, 2025. If Debtor does not timely file a modified plan or a written response, this objection to confirmation will be sustained on the grounds stated in Trustee's objection without a further hearing.

15. [25-11071](#)-A-13 **IN RE: GREG HERNANDEZ**
[DEF-2](#)

CONTINUED MOTION TO CONFIRM PLAN
4-29-2025 [\[24\]](#)

GREG HERNANDEZ/MV
DAVID FOYIL/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

16. [25-12273](#)-A-13 **IN RE: ROBIN KWON**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
7-21-2025 [\[11\]](#)
DISMISSED 7/25/25

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

DISPOSITION: Dropped as moot.

NO ORDER REQUIRED.

An order dismissing the case was entered on July 25, 2025. Doc. #13. The order to show cause will be dropped as moot. No appearance is necessary.

17. [25-10780](#)-A-13 **IN RE: GILBERTO COTZAJAY**
[WSL-1](#)

CONTINUED MOTION TO CONFIRM PLAN
5-28-2025 [\[27\]](#)

GILBERTO COTZAJAY/MV
GREGORY SHANFELD/ATTY. FOR DBT.

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

DISPOSITION: Dropped as moot.

NO ORDER REQUIRED.

An order confirming plan was entered on August 5, 2025. Doc. #46. The motion to confirm plan will be dropped as moot.

18. [23-12081](#)-A-13 **IN RE: ROBERT/ANNA ODAY**
[SLL-1](#)

MOTION FOR COMPENSATION FOR STEPHEN L. LABIAK, DEBTORS ATTORNEY(S)
6-26-2025 [\[66\]](#)

STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

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

Stephen L. Labiak ("Movant"), counsel for Robert James Oday and Anna Kathrin Oday (together, "Debtors"), the debtors in this chapter 13 case, requests interim allowance of compensation in the amount of \$9,000.00 for services rendered from September 4, 2023 through June 10, 2025. Doc. #66. Movant provided services valued at \$9,895.00, but requests compensation for a reduced amount of \$9,000.00. Doc. #66. Debtors' confirmed plan provides, in addition to \$500.00 paid prior to filing the case, for \$9,000.00 in attorney's fees to be paid through the plan. Plan, Doc. #4. No prior fee application has been filed. Debtors consent to the amount requested in Movant's application. Decl. of Anna Kathrin Oday, Doc. #68.

Section 330(a) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 13 case. 11 U.S.C. § 330(a)(1), (4)(B). The court may allow reasonable compensation to the chapter 13 debtor's attorney for representing interests of the debtor in connection with the bankruptcy case. 11 U.S.C. § 330(a)(4). In determining the amount of reasonable compensation, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Here, Movant demonstrates services rendered relating to: (1) prepetition consultation with Debtors and fact gathering, including independently verifying information; (2) preparing voluntary petition, schedules and related forms and amendments thereto; (3) preparing for and attending 341 meeting of creditors; (4) preparing and prosecuting Debtors' original chapter 13 plan; (5) claim administration and claim objections; (6) corresponding with various parties;

(7) preparing the fee application; and (8) general case administration. Exs. B & C, Doc. #70. The court finds that the compensation and reimbursement sought are reasonable, actual, and necessary, and the court will approve the motion.

This motion is GRANTED. The court allows on an interim basis compensation in the amount of \$9,000.00 to be paid in a manner consistent with the terms of the confirmed plan.

19. [24-13289](#)-A-13 **IN RE: JORGE PERALES**
[DMG-4](#)

MOTION TO CONFIRM PLAN
6-20-2025 [[86](#)]

JORGE PERALES/MV
D. GARDNER/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

20. [25-12097](#)-A-13 **IN RE: MAGDALENA PUENTES JURAZ**
[DJP-1](#)

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
7-3-2025 [[18](#)]

EDUCATIONAL EMPLOYEES CREDIT UNION/MV
PETER MACALUSO/ATTY. FOR DBT.
DON POOL/ATTY. FOR MV.
RESPONSIVE PLEADING

NO RULING.

21. [25-12097](#)-A-13 **IN RE: MAGDALENA PUENTES JURAZ**
[PGM-2](#)

MOTION TO RECONSIDER
7-21-2025 [[36](#)]

MAGDALENA PUENTES JURAZ/MV
PETER MACALUSO/ATTY. FOR DBT.

NO RULING.

1. [24-12400](#)-A-7 **IN RE: WILLIAM SETTY**
[25-1016](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
4-11-2025 [[1](#)]

U.S. TRUSTEE V. SETTY
MICHAEL FLETCHER/ATTY. FOR PL.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to October 30, 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.

On August 1, 2025, the plaintiff filed a request to continue the hearing on a motion for default judgment filed in this adversary proceeding and originally set for hearing on this calendar (matter #2 below) to October 30, 2025 at 11:00 a.m. Doc. #36. The court is inclined to grant the plaintiff's request to continue the hearing on the motion for default judgment. The court intends to continue this status conference to October 30, 2025 at 11:00 a.m. to be heard in connection with the continued motion for default judgment.

2. [24-12400](#)-A-7 **IN RE: WILLIAM SETTY**
[25-1016](#) [UST-1](#)

MOTION FOR ENTRY OF DEFAULT JUDGMENT
6-18-2025 [[16](#)]

U.S. TRUSTEE V. SETTY
MICHAEL FLETCHER/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to October 30, 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.

On August 1, 2025, the plaintiff filed a request to continue the hearing on this motion to October 30, 2025 at 11:00 a.m. based on new information received by the plaintiff after filing the motion that is relevant to the plaintiff's allegations in the underlying complaint. Doc. #36. The court is inclined to grant the plaintiff's request to continue the hearing on this motion to October 30, 2025 at 11:00 a.m.

3. [25-11905](#)-A-7 **IN RE: MICHAEL ODOM**
[25-1024](#) [CAE-1](#)

STATUS CONFERENCE RE: COMPLAINT
6-9-2025 [\[1\]](#)

ODOM V. UNITED STATES
DEPARTMENT OF EDUCATION

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

DISPOSITION: Dropped from calendar

NO ORDER REQUIRED.

A stipulated judgment was entered on August 5, 2025. Doc. #9. Accordingly, this status conference is dropped from calendar. This adversary may be administratively closed when appropriate.

4. [19-11628](#)-A-12 **IN RE: MIKAL JONES**
[19-1081](#) [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT
6-28-2019 [\[1\]](#)

DILDAY ET AL V. JONES
RILEY WALTER/ATTY. FOR PL.
RESPONSIVE PLEADING

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

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

ORDER: The court will issue an order.

Pursuant to the joint status report filed on July 28, 2025 (Doc. #209), the status conference will be continued to October 30, 2025 at 11:00 a.m.

The parties shall file either joint or unilateral status report(s) not later than October 23, 2025.

5. [25-11853](#)-A-7 **IN RE: RAMON COVINGTON**
[25-1026](#) [CAE-1](#)

STATUS CONFERENCE RE: COMPLAINT
6-11-2025 [\[1\]](#)

COVINGTON V. UNITED STATES DEPARTMENT OF EDUCATION
RAMON COVINGTON/ATTY. FOR PL.

NO RULING.

6. [19-15081](#)-A-13 **IN RE: CHRISTOPHER/KERRI TYSON**
[25-1023](#) [CAE-1](#)

STATUS CONFERENCE RE: AMENDED COMPLAINT
6-2-2025 [[6](#)]

TYSON ET AL V. AMERICAN EDUCATION SERVICES
SCOTT LYONS/ATTY. FOR PL.

NO RULING.