



**UNITED STATES BANKRUPTCY COURT  
Eastern District of California  
Honorable René Lastreto II  
Department B – Courtroom #13  
Fresno, California**

**Hearing Date: Wednesday, August 13, 2025**

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

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

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

Please also note the following:

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

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

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

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

## INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. [25-11500](#)-B-13     **IN RE: STEPHEN/ELIZABETH RAYBURN**  
[WJH-1](#)

CONTINUED AMENDED OBJECTION TO CONFIRMATION OF PLAN BY  
FRESNO OXYGEN AND WELDING SUPPLIERS, INC.  
6-20-2025    [\[21\]](#)

FRESNO OXYGEN AND WELDING SUPPLIERS, INC./MV  
GABRIEL WADDELL/ATTY. FOR DBT.  
IAN QUINN/ATTY. FOR MV.  
CONT'D TO 9/10/25 PER ECF ORDER #53

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

DISPOSITION:     Continued to September 10, 2025, at 9:30 a.m.

No order is required.

Pursuant to the Stipulation approved by the court. Doc. #53. This  
matter is CONTINUED to September 10, 2025, at 9:30 a.m.

2. [25-11500](#)-B-13     **IN RE: STEPHEN/ELIZABETH RAYBURN**  
[WJH-3](#)

MOTION TO DISMISS CASE  
7-10-2025    [\[36\]](#)

FRESNO OXYGEN AND WELDING SUPPLIERS, INC./MV  
GABRIEL WADDELL/ATTY. FOR DBT.  
IAN QUINN/ATTY. FOR MV.  
CONT'D TO 9/10/25 PER ECF ORDER #54

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

DISPOSITION:     Continued to September 10, 2025, at 9:30 a.m.

No order is required.

Pursuant to the Stipulation approved by the court (Doc. #54), this  
matter is CONTINUED to September 10, 2025, at 9:30 a.m.

3. [25-10311](#)-B-13      **IN RE: MALERY HERNANDEZ**  
[BDB-3](#)

MOTION TO CONFIRM PLAN  
7-2-2025    [\[65\]](#)

MALERY HERNANDEZ/MV  
BENNY BARCO/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.

Malery Hernandez ("Debtor") moves for an order confirming the *Second Modified Chapter 13 Plan* dated July 2, 2025 ("the Plan"). Docs. #65, #57. No prior plan has been confirmed so far.

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

No party in interest has objected or opposed. The 60-month Plan provides as follows:

1. Plan payment shall be \$1575.00 for months 1 through 3 and increase to \$3,500.00 for months 4-60.
2. A post-petition deficiency in plan payments in the amount of \$4,602.00 will be paid over twelve months at \$383.50 per month.
3. Outstanding attorney's fees in the amount of \$6525.00 will be paid through the plan.
4. Secured creditors to be paid as follows:
  - a. SN Servicing (Class 1, mortgage on 35435 Ave. 14, Madera, CA). Arrearage of \$41,503.03 at 0% interest to be paid at \$470.00 per month from months 1 through 3 and \$728.00 per month from month 4 through month 60. (\$ 7.03). Ongoing post-petition payments to be paid through the plan at \$1,887.55.
  - b. Flagship (Class 2(B), PMIS loan for 2016 Nissan Rogue). Creditor's claim is \$8,605.00. Value of collateral is

- \$5,130.00. See Doc. #37 (Order approving valuation motion). Interest rate is 8.00%. Monthly dividend is \$104.02.
- c. Lendmark (Class 3, 2001 Chevy Silverado). To be surrendered.
  - d. OneMain Financial (Class 3, 1999 Chevy Suburban). To be surrendered.
5. Allowed nonpriority unsecured claims to paid 0%.

Doc. #67.

Debtor's Amended Schedule I & J, dated July 2, 2025, reflect a monthly net income of \$3,500.00, which indicates feasibility. Doc. #65 (Sched. J, line 32c). The court notes that Debtor herself is not employed and reports no income on Schedule I. *Id.* (Sched. I generally). Debtor's combined monthly income of \$5,805.00 comes entirely from contributions from her son (\$1,300.00 per month); her daughter (\$1,300.00) per month; and her "Significant Other," who declares that he has resided with her for over ten years (\$3,205.00). *Id.* (Sched. I, line 8h); Doc. #70 (Declaration of Salvador Villfan). Debtor explains in Schedule I that

Debtor will complete schooling in August of 2025 and anticipates becoming a licensed vocational nurse in November 2025. At the time Debtor obtains employment, Son and Daughter's contribution will end.

*Id.* (Sched. I, line 13. The motion is accompanied by Declarations from the son, the daughter, and the significant other all averring that they will contribute the stated amounts and stating that they reside with Debtor and the stated amounts are contributions for household expenses. Docs. ##68-70. Each Declaration also explains the source of each contributor's income and attests that the son and daughter are both over the age of eighteen. *Id.*

No party in interest has objected, and the defaults of all non-responding parties in interest are entered. This motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

4. [25-11712](#)-B-13     **IN RE: MICHAEL TOLENTINO**  
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE  
LILIAN G. TSANG  
6-25-2025    [\[13\]](#)

JERRY LOWE/ATTY. FOR DBT.

**After posting the original pre-hearing dispositions, the court has modified its intended ruling on this matter.**

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

DISPOSITION:     Withdrawn.

No order is required.

On August 12, 2025, the Trustee filed a Notice of Withdrawal as to this *Objection to Confirmation*. Doc. #25. Accordingly, this Objection is WITHDRAWN.

5. [25-11912](#)-B-13     **IN RE: WAYNE ARENTS**  
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG  
7-17-2025    [\[12\]](#)

DAVID BOONE/ATTY. FOR DBT.

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

DISPOSITION:     Continued to September 24, 2025, at 9:30 a.m.

ORDER:             The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Wayne Arents ("Debtor") on June 9, 2025, on the following basis:

1. The plan proposes to pay 0.00 % to general unsecured creditors and \$0.00 in priority debt. Trustee calculates that Debtor has non-exempt equity in two vehicles totaling \$5,189.00. The plan does not meet the liquidation test because even after deducting trustee fees, Debtor still has \$3,920.10 in equity. To meet liquidation, a distribution of 0.94% must be paid to unsecured creditors. Trustee is not opposed to resolving this in the confirmation order.

2. Nonstandard provision 7.01 alludes to an arrearage owed to Specialized Loan Servicing, which holds first deed of trust on Debtor's home. See Doc. #1 (Sched. D, line 2.1). Provision 7.01 states that "[n]o direct ongoing payments or payments to arrears to be made to Specialized Loan Servicing until the sale or refinance of the property located at 1632 Dolomite Dr, Los Banos, CA 93635 no later than December 2025." Doc. #3 (Section 7.01). The plan does not otherwise reference or propose a treatment for Specialized Loan Servicing. Trustee argues that if this mortgage loan has an arrearage, it must be treated in Class 1 until such time as the property is sold or refinanced.
3. Debtor's Schedule I lists support from his family in the amount of \$1,200.00 per month, and Debtor has testified at the 341 meeting that his family has been providing him financial support since 2021. This support has not been included in Form 122C-1, so Trustee cannot properly determine disposable income.

Doc. #12.

This objection will be CONTINUED to September 24, 2025, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. 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 the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the 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 **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

6. [25-11912](#)-B-13     **IN RE: WAYNE ARENTS**  
[SAD-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY NEWREZ LLC  
7-21-2025    [\[16\]](#)

NEWREZ LLC/MV  
DAVID BOONE/ATTY. FOR DBT.  
SHANNON DOYLE/ATTY. FOR MV.

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

DISPOSITION:     Continued to September 24, 2025, at 9:30 a.m.

ORDER:             The court will issue an order.

Secured Creditor NewRez LLC d/b/a Shellpoint Mortgage Servicing, its successors and/or assignees ("NewRez") objects to confirmation of the *Chapter 13 Plan* filed by Wayne Arents ("Debtor") on June 9, 2025, on the following basis:

1. The plan incorrectly identifies Specialized Loan Servicing as the holder of the deed of trust encumbering Debtor's real property commonly known as 1632 Dolomite Dr., Los Banos, CA ("the Property). NewRez asserts that it is entity which holds the deed of trust. See Doc. #18 (Decl. of Nancy Ouch).
2. The plan proposes that all prepetition and ongoing payments owed to the secured creditor holding Debtor's mortgage (whoever it is) be deferred for approximately six months and then be paid through the sale of the Property. Doc. #3 (Plan, Section 7.01). The plan fails to provide appropriate treatment for the secured creditor in Class 21. See 11 U.S.C. § 1325(a)(5). The plan is also not feasible because Debtor has no income with which to make ongoing payments or pay towards the arrearage through the Plan, which is why Debtor essentially wishes to defer those payments for six months while he sells or refinances the Property.
3. Nonstandard provision 7.01 alludes to an arrearage ostensibly owed to Specialized Loan Servicing, which holds first deed of trust on Debtor's home. See Doc. #1 (*Sched. D, line 2.1*). Provision 7.01 states that "[n]o direct ongoing payments or payments to arrears to be made to Specialized Loan Servicing until the sale or refinance of the property located at 1632 Dolomite Dr, Los Banos, CA 93635 no later than December 2025." Doc. #3 (Section 7.01). NewRez, acting under the assumption that this provision would apply to it since NewRez is the true mortgage holder, argues that the plan cannot be confirmed because it is contingent on a speculative event (the sale or refinance of the Property at some point in the future).



Doc. #16.

This objection will be CONTINUED to September 24, 2025, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. 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 the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the 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 **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

7. [25-11714](#)-B-13      **IN RE: ISRAEL ESPITIA GONZALEZ AND  
LGT-1                      ESMERALDA ESPITIA**

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY  
LILIAN G. TSANG  
6-25-2025    [\[15\]](#)

LILIAN TSANG/MV  
JERRY LOWE/ATTY. FOR DBT.

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

DISPOSITION:      Continued to September 24, 2025, at 9:30 a.m.

ORDER:              The court will issue an order.

This matter was originally heard on July 16, 2025. Doc. #18.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Israel and Esmeralda Espitia ("Debtors") on May 24, 2025, on the following basis:

1. The Trustee has not yet concluded the Meeting of the Creditors as Debtor failed to provide necessary proof of identification and Social Security numbers. The continued meeting will be held on July 29, 2025. Trustee has requested an Amended Petition with Debtor's corrected full name. Trustee may supplement this objection upon becoming aware of further confirmation issues.

Doc. #15.

The court continued this objection to August 13, 2025. Doc. #18. Debtor was directed to file and serve a written response to the objection not later than fourteen (14) days before the continued hearing date, or file a confirmable, modified plan in lieu of a response not later than seven (7) days before the continued hearing date, or the objection would be sustained on the grounds stated in the objection without further hearing. *Id.*

On July 28, 2025, Debtors filed an Amended Petition which appears to have answered Trustee's request to correct Debtor's full name. Doc. #21.

On July 31, 2025, the Trustee submitted a Supplemental Objection stating that Debtor's 341 Meeting of Creditors had been concluded but raising further objections:

2. The plan is not feasible. Debtors' Schedule I states that Debtor's disability income in the amount of \$2,536.00 will cease in July 2025, at which time Debtor's met monthly income will be reduced from \$1,806.35 down to (\$729.64). Debtors have failed to file Amended Schedules I & J to evidence their ability to make the proposed monthly plan payment of \$256.81.
3. The plan provides for Select Portfolio, which services the mortgage on Debtors' property for U.S. Bank Trust Company ("U.S. Bank"), to be paid in Class 4 directly by Debtors. However, U.S. Bank's proof of claim (POC #7-1) asserts a prepetition mortgage arrearage of \$137,528.39. This creditor must be treated as a Class 1 creditor and paid through the plan.

Doc. #23. On August 6, 2025, the Trustee submitted a Second Supplemental Objection:

4. The plan proposes to treat the claim of Capital One Auto Finance ("Capital One"), which holds the note on a 2016 Toyota Highlander (See Doc. #1 (Sched. D)), as a Class 4 creditor to be paid directly by Debtor. Doc. #3 (Section 3.10). According to Capital One's proof of claim, the expected payoff date for this loan is December 11, 2027. POC #8-1. Because the loan matures during the life of the plan and thus cannot be placed in Class 4, and if the loan must be provided for through the plan, then the plan is not feasible in light of Debtors' Schedules I & J.
  - a. The court notes, however, that while Section 3.10 (§1) identifies Debtor as the "Person making Payment," the collateral description states that "Debtor has legal title only and joint title with their daughter. This vehicle is in the Debtors' daughter's possession. Daughter has made all payments directly to the lender." Doc. #3. It appears to the court that the reference to Debtor as the person making the payment may have been a scrivener's error. What

effect this may have on the feasibility of the plan is for Debtors and the Trustee to determine.

Doc. #25. Neither supplemental objection references the Amended Petition or states whether that part of Objection #1 is resolved.

In light of Trustee's supplemental objections which greatly expand the grounds for denying confirmation, this matter will be further CONTINUED to September 24, 2025, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtors shall file and serve a written response to the Objection and the two Supplements not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation and the supplements, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtors elect to withdraw the 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 **7 days before the hearing**. If the Debtors do not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

8. [25-11432](#)-B-13      **IN RE: MARCUS GATHRIGHT**  
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY  
TRUSTEE LILIAN G. TSANG  
6-10-2025    [\[18\]](#)

MARC VOISENAT/ATTY. FOR DBT.

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

DISPOSITION:      Denied as moot.

ORDER:              The court will issue an order.

On July 29, 2025, Marcus Gathright ("Debtor") withdrew the Chapter 13 Plan filed on May 14, 2025. Doc. #35. On August 4, 2025, Debtor filed his *First Amended Chapter 13 Plan*. Doc. #42. Accordingly, this Objection to the plan dated May 14, 2025, will be DENIED AS MOOT.

9. [25-11432](#)-B-13     **IN RE: MARCUS GATHRIGHT**  
[LGT-2](#)

CONTINUED OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS  
6-27-2025    [[24](#)]

LILIAN TSANG/MV  
MARC VOISENAT/ATTY. FOR DBT.

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

DISPOSITION:     Withdrawn.

No order is required.

On August 6, 2025, the Trustee withdrew this *Objection to Exemptions*, stating that Debtor had resolved the Trustee's objection. Doc. #50. Accordingly, this Objection is WITHDRAWN.

10. [25-12337](#)-B-13     **IN RE: RYAN DUDEK**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES  
7-28-2025    [[11](#)]

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

DISPOSITION:     Dropped and taken off calendar.

NO ORDER REQUIRED.

An order dismissing the case was entered on August 1, 2025. Doc. #13. Accordingly, this Order to Show Cause will be taken off calendar as moot. No appearance is necessary.

11. [24-10338](#)-B-13     **IN RE: SERGIO/AMY FLORES**  
[SLL-1](#)

MOTION TO MODIFY PLAN  
7-3-2025    [[30](#)]

AMY FLORES/MV  
STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION:     Granted.

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

Sergio ("Sergio") and Amy Flores ("Debtor") move for an order confirming the *First Modified Chapter 13 Plan* dated July 3, 2025. Docs. #30, #34. Debtor's current plan was confirmed on April 25, 2025. Docs. #3, #21.

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

No party of interest has responded, and the defaults of all nonresponding parties are entered.

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

1. Debtors will pay an aggregate of \$60,200.00 into the plan for months 1-16. Debtors will increase their monthly plan payment from \$4,300.00 to \$5275.28.
2. Federal Home Loan Mortgage Corp ("Federal") will be added to Class 1. A prepetition arrearage balance in the amount of \$11,920.87 will be paid by a monthly dividend of \$270.93 beginning in month 17 and going through month 60. The on-going mortgage payment of \$1,783.68 owed to Federal will be paid beginning in month 17 and going through month 60.
3. The balance owed to Clas 2(A) Creditor Bridgecrest for the 2015 Toyota Highlander is changed to \$4,139.00 at 4.29%, and the monthly dividend for months 17-60 will be \$101.83.

4. Debtors' outstanding attorney fees total \$6,233.28 through month 16. The monthly dividend towards attorney fees will be \$141.67 beginning in month 17 and going through month 60.
5. Unsecured priority claims total \$55,508.24 and will be paid back 100%.
6. Unsecured nonpriority claims total \$48,148.72 and will be paid back 100%

*Compare Doc. #3 and Doc. #34.*

According to Debtors' *Amended Schedules I & J* dated July 3, 2025, debtors have a monthly net income of \$8,029.68, which is sufficient to make plan payments. Doc. #36. Debtors' original *Schedules I & J* reflected a monthly net income of \$4,499.74. Doc. #1 (*Sched. I & J*). This increase appears to be the result of an increase of nearly \$2,000.00 per month in Sergio's take-home pay and the elimination of the \$1,843.49 expense for rental or home ownership expenses included in the earlier *Schedule I*. *Compare Doc. #1 (Shed. I & J) and Doc. #36.*

The record is silent as to the reason Debtors have sought this modification, as there is no indication of them falling behind on payments under the original plan. *Docket generally*. However, the court notes the increase in the total amount to be paid to both unsecured priority claims and unsecured nonpriority claims relative to what was being paid under the original plan, even though both plans call for a 100% distribution to both. *Compare Doc. #3 and Doc. #34*. Unsecured claims being approved in an amount greater than anticipated is a common basis for modifying a confirmed plan.

No party in interest has objected, and the defaults of all non-responding parties in interest are entered. This motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

12. [25-11540](#)-B-13     **IN RE: MARGARET GRAVELLE**  
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY  
LILIAN G. TSANG  
6-25-2025    [\[22\]](#)

LILIAN TSANG/MV

TENTATIVE RULING:            This matter will proceed as scheduled to be heard  
In conjunction with Item #13, below, and because  
the Debtor is *pro se*.

DISPOSITION:                Overruled as moot or Continued to September 24,  
2025, at 9:30 a.m.

ORDER:                        The court will issue the order.

This matter was previously heard on July 16, 2025. Doc. #30.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the Chapter 13 Plan filed by Margaret Gravelle ("Debtor") on May 14, 2025, on the following basis:

1. The Trustee has not yet concluded the Meeting of the Creditors as Debtor failed to provide necessary proof of identification. The continued meeting will be held on July 15, 2025. Trustee may supplement this objection upon becoming aware of further confirmation issues.

Doc. #22. On July 15, 2025, the Trustee issued a Report on the July 15, 2025, 341 Meeting of Creditors, and the docket reflects that the meeting was adjourned without the *pro se* Debtor appearing and that the 341 Meeting would be continued to August 26, 2025. *Docket generally.*

On July 7, 2025, the Trustee filed a *Motion to Dismiss* (Doc. #25) in this case, which is the subject of *Item #13*, below. A hearing in that matter will proceed as scheduled despite Debtor's non-response because Debtor is *pro se*. The court is inclined to grant the *Motion to Dismiss*, and, if the court does so, the instant Objection will be OVERRULED as moot. If the court denies the *Motion to Dismiss*, the court is inclined to CONTINUE this matter to September 24, 2025, at 9:30 a.m., which is after the 341 Meeting of Creditors set for August 26, 2025.

13. [25-11540](#)-B-13     **IN RE: MARGARET GRAVELLE**  
[LGT-2](#)

MOTION TO DISMISS CASE  
7-7-2025    [[25](#)]

LILIAN TSANG/MV

TENTATIVE RULING:            This matter will be called and proceed as  
scheduled because Debtor is pro se. The court  
intends to GRANT this motion.

DISPOSITION:                    Granted.

ORDER:                            The court will issue an order.

The chapter 13 trustee asks the court to dismiss this case for unreasonable delay by the debtor that is prejudicial to creditors (11 U.S.C. § 1307(c)(1)) and because debtor has failed to make all payments due under the plan (11 U.S.C. § 1307(c)(4)). Debtor is delinquent in the amount of \$1,267.00. Doc. #25 Before this hearing, another payment in that same amount will also come due. *Id.* Debtor did not oppose.

Unless the trustee's motion is withdrawn before the hearing, the motion will be GRANTED for cause shown.

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

Here, the chapter 13 trustee asks the court to dismiss this case for failure to file required documents to the trustee and failure to commence making plan payments. Doc. #27.



This matter will be called and proceed as scheduled. The court is inclined to GRANT the motion. At the hearing, the court will determine whether to dismiss or convert this case.

In addition, the trustee has reviewed the schedules and determined that this case has a liquidation value of \$100.00 after trustee compensation if the case were converted to chapter 7. Doc. #27. This amount is comprised of value of Debtor's cash. *Id.* The liquidation value of this case is de minimis. Therefore, dismissal, rather than conversion, serves the interests of creditors and the estate.

14. [25-11855](#)-B-13     **IN RE: ONASIS JIMENEZ**  
[KMM-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY SERVBANK, SB  
7-2-2025    [[20](#)]

SERVBANK, SB/MV  
ERIC ESCAMILLA/ATTY. FOR DBT.  
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION:     Overruled as moot.

ORDER:             The court will issue the order.

Servbank, SB ("Creditor") objects to confirmation of the Debtor's *Chapter 13 Plan* dated June 16, 2025. Docs. #10, #20. On July 8, 2025, Debtor filed a *First Amended Plan*. Doc. #25. Accordingly, this Objection to the June 16, 2025 *Plan* will be OVERRULED as moot.

15. [25-11060](#)-B-13     **IN RE: SOPHONNA NONG**  
[RSW-3](#)

MOTION TO CONFIRM PLAN  
7-3-2025    [\[27\]](#)

SOPHONNA NONG/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
RESPONSIVE PLEADING

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

DISPOSITION:     Continued to September 24, 2025, at 9:30 a.m.

ORDER:             The court will issue an order.

Sophonna Nong ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated April 29, 2025. Doc. #18. No plan has been confirmed so far. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. The plan does not provide for the priority tax claim of the Internal Revenue Service.
2. The plan lists 21st Century Mortgage Corporation ("21st Century") as a Class 1 claim holder but understates the amount of the arrearage relative to the arrearage claimed in 21st Century's Proof of Claim. (POC #3). Absent a sustained objection to POC #3, the plan does not properly provide for the full amount of the arrearage.
3. Relatedly, Nonstandard Provision 7.03 of the plan provides the following treatment of the arrearage owed to 21st Century:  
"Section 3.07 is modified to provide that the monthly dividend on the real estate arrears owed to Class 1 secured creditor 21st Mortgage Corp shall begin in month 13. Section 5.02(c) is modified to provide that after payment of all monthly dividends due on account of the fees, payments, expenses, and claims specified in section 5.02(a)(i) through (iv), the remainder shall be paid on the Class 1 real estate arrearages owed to secured creditor 21st Mortgage Corp." Trustee requests an amended plan that provides greater specificity as to the monthly payment amounts to be paid to 21st Century so that Trustee may properly calculate and determine plan feasibility.
4. The plan provides for a monthly attorney fee dividend of \$108.25, but Nonstandard Provision 7.02 states that the attorney fee dividend will not commence until month 13. Trustee argues that the monthly dividend to be paid to attorney fees must increase to \$135.32 for months 13 through 60.

Doc. #32.

This motion to confirm plan will be CONTINUED to September 24, 2025, at 9:30 a.m. Unless this case is voluntarily converted to chapter 7, dismissed, or all objections to confirmation are withdrawn, the Debtor shall file and serve a written response to the objections no later than fourteen (14) days before the continued hearing date. The response shall specifically address each issue raised in the objection(s) to confirmation, state whether each issue is disputed or undisputed, and include admissible evidence to support the Debtor's position. Any replies shall be filed and served no later than seven (7) days prior to the hearing date.

If the Debtor elects to withdraw the 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 seven (7) days before the continued hearing date. If the Debtor does not timely file a modified plan or a written response, the objection will be sustained on the grounds stated, and the motion will be denied without further hearing.

16. [24-11674](#)-B-13      **IN RE: IRMA MARTINEZ**  
[EPE-1](#)

MOTION TO MODIFY PLAN  
6-24-2025    [\[29\]](#)

IRMA MARTINEZ/MV  
ERIC ESCAMILLA/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.

Irma Martinez ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* ("the Modified Plan") dated January 3, 2025. Docs. ##42, 44. Debtor's current plan was confirmed on June 24, 2025. Docs. #29, #31.

No party has timely objected.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of any party in interest, including but not limited to creditors, the U.S. Trustee, and the case Trustee, to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered. Upon default,

factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987).

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

1. Monthly plan payments will be \$1,160.00 for months 1 through 12. Plan payments will increase to \$1,307.17 for months 13 through 60 under the Modified Plan.
2. The Modified Plan adds the claim of Allied Trustee Service ("Allied") for secured homeowners association dues to Class 2(A). The claim of \$5,126.00 at 12% for a dividend of \$134.99 per month.
3. The plan is otherwise unchanged. The distribution to approved general unsecured creditors remains at 100%.

Compare Doc. #3 (Confirmed Plan) with Doc. #31 (Modified Plan).

Debtors aver that this modification is necessary in order to add Allied's claim in the amount of \$5,126.00 for prepetition homeowners' association dues. Doc. #31 (Debtor's Declaration). Allied was added as a secured creditor by an *Amended Schedule D* filed on June 5, 2025. Doc. #27. Debtor's *Schedule I & J* filed as part of the petition states that Debtor's monthly net income is \$1,817.00, which is sufficient to make the increased plan payment beginning in month 13. Doc. #1 (Sched. I & J).

No party in interest has objected, and the defaults of all non-responding parties in interest are entered. This motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

17. [25-12281](#)-B-13      **IN RE: JIM VILLANUEVA**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES  
7-22-2025    [\[11\]](#)

CASE DISMISSED 7/31/25

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

DISPOSITION:      Denied as moot.

ORDER:              The court will issue an order.

An order dismissing this case was already entered on July 31, 2025. Doc. #13. The motion will be DENIED AS MOOT.

11:00 AM

1. [21-12407](#)-B-13     **IN RE: MANUELA BETTENCOURT**  
[24-1049](#)     [KAO-2](#)

MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS  
7-7-2025     [\[46\]](#)

BETTENCOURT V. NATIONAL COLLEGIATE STUDENT LOAN TRUST  
KENNETH OHASHI/ATTY. FOR MV.  
WITHDRAWAL 7/31/25

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

DISPOSITION:     Withdrawn.

No order is required.

On July 31, 2025, Defendants Transworld Systems Inc., and Patenaude & Felix, A.P.C., (collectively the "Moving Defendants"), in light of the parties' settlement, withdrew their motion for Partial Judgment on the Pleadings. Doc. #54. Accordingly, this *Motion for Partial Judgment on the Pleadings* is WITHDRAWN.

2. [24-12714](#)-B-7     **IN RE: SEBASTIAN GUTIERREZ**  
[24-1060](#)     [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT  
12-26-2024     [\[1\]](#)

DOE V. GUTIERREZ  
BRADLEY BOWLES/ATTY. FOR PL.  
DISMISSED 6/13/25

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

DISPOSITION:     Concluded and dropped from the calendar.

ORDER:     The court will prepare the order.

On June 13, 2025, a *Joint Stipulation of Dismissal* was filed by Plaintiff Samantha Ryan and Defendants Sebastian Gutierrez ("Debtor"), Jesus Gutierrez, and Alisha Gutierrez (collectively "the Parties"). Doc. #39. Accordingly, this Status Conference will be CONCLUDED and DROPPED from the calendar.

3. [25-10429](#)-B-7     **IN RE: LOUIE ESPARZA AND COLLEEN DOUGHERTY**  
[25-1015](#)     [CAE-1](#)

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

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

NO RULING.

4. [24-13235](#)-B-7     **IN RE: LUIS MERCADO**  
[25-1004](#)     [CAE-1](#)

CONTINUED STATUS CONFERENCE RE: COMPLAINT  
1-27-2025     [[1](#)]

MERCADO V. U.S. DEPARTMENT OF EDUCATION ET AL

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

DISPOSITION:     Concluded and dropped from the calendar.

No order is required.

On July 30, 2025, the court approved a Stipulation for Dischargeability of Student Loan Debt joined by the Debtor-Plaintiff and the U.S. Attorney on behalf of all defendants. Docs. #32, #39. The court also entered Judgement declaring the student loan debt at issue to be discharged, with all other claims dismissed with prejudice and all parties to bear their own costs. Doc. #39. Accordingly, this Status Conference is CONCLUDED and will be DROPPED from the calendar.