UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Tuesday, September 1, 2026

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

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

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

Please also note the following:

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

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

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

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

CONTINUED MOTION TO VACATE AND/OR MOTION TO DETERMINE ADEQUATE ASSURANCE OF PAYMENT AS TO THE UTILITIES
6-18-2026 [67]

SOUTHERN CALIFORNIA EDISON COMPANY/MV
RILEY WALTER/ATTY. FOR DBT.
ALAN NAHMIAS/ATTY. FOR MV.

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 August 19, 2026, a Stipulation was entered in this matter on behalf of Southern California Edison Company, Merced Irrigation District, and the jointly-administered Debtors in the above-styled cases (collectively "the Parties") which resolves this motion. Doc. #233. The Parties agree that upon entry of an Order approving this Stipulation, this Motion may be deemed resolved and the hearing set for this matter may be removed from the court's calendar.

Accordingly, this matter is CONCLUDED and DROPPED from the calendar.

2. 26-12349-B-11 **IN RE: PARVINDER HUNDAL AND AMERJIT JOHL-HUNDAL**
WJH-13

MOTION FOR COMPENSATION BY THE LAW OFFICE OF WANGER JONES HELSLEY FOR RILEY C. WALTER, DEBTORS ATTORNEY(S)
8-6-2026 [180]

RILEY WALTER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: To be determined at the hearing.

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

Wanger Jones Helsley ("Applicant"), attorney for Parvinder Hundal and Amerjit Johl-Hundal ("Debtors"), seeks interim compensation as follows under 11 U.S.C. § 331, subject to final review pursuant to § 330:

Fees	$98,21150
Expenses	$10,017.35
TOTAL COMPENSATION	$108,228.85

Doc. #180. This Application covers fees and expenses incurred from May 21, 2026 through July 15, 2026 ("the Application Period"). *Id.*

Parvinder Hundal executed a statement of consent on August 6, 2026, indicating that he has reviewed this fee application and approves the same. Doc. #184.

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

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

Debtors filed this Chapter 11 case on May 21, 2026. On July 8, 20206, the court approved Applicant's retention as counsel for Debtor in Ch 11. Doc. #111.

This is Applicant's first fee application.

During the current Application Period, Applicant provided 261.80 billable hours of legal services at a blended rate of $508.33 per hour. Docs. #180, #182. Information about the specific individual(s) who billed for services in this Application is omitted for brevity but may be found the moving papers. *Id.*

Applicant also incurred $10,017.35 in expenses for filing fees, shipping, postage, copying, PACER, and parking. *Id.* The total compensation sought is $108,228.85. *Id.* Applicant holds $140,791.02 in trust from Debtors' prepetition retainer. *Id.*

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." 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, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3).

Applicant's services here included, without limitation: assumption/rejection of leases and contracts; bonds; case administration; claims administration and objections; estate/business operations; feels and employment; financing; litigation/other contested matters; plan and disclosure statement; stay relief; and sales/transfers. Docs. #180, #182. The court finds the services and expenses reasonable, actual, and necessary.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, the court is inclined to GRANT this application.

Applicant will be awarded $98,211.50 in fees as reasonable compensation for services rendered and $10,017.35 in reimbursement for actual, necessary expenses on an interim basis under 11 U.S.C. § 331, subject to final review pursuant to § 330. Applicant is authorized to withdraw $108,228.85 from the retainer held in trust for services rendered and costs during this Application Period.

3. 26-12349-B-11 **IN RE: PARVINDER HUNDAL AND AMERJIT JOHL-HUNDAL**
AIN-1

CONTINUED MOTION TO VACATE AND/OR MOTION TO DETERMINE ADEQUATE ASSURANCE OF PAYMENT AS TO THE UTILITIES
6-18-2026 [67]

SOUTHERN CALIFORNIA EDISON COMPANY/MV
RILEY WALTER/ATTY. FOR DBT.
ALAN NAHMIAS/ATTY. FOR MV.

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

DISPOSITION: Concluded and dropped from the calendar.

ORDER: The court will prepare the order.

It appears that this calendar is duplicative of Item #1 and was included in error. Accordingly, this matter is CONCLUDED and DROPPED from the calendar.

4. 26-12349-B-11 **IN RE: PARVINDER HUNDAL AND AMERJIT JOHL-HUNDAL**
WJH-10

CONTINUED MOTION TO BORROW
8-11-2026 [193]

HUNDAL FARMS, INC./MV
RILEY WALTER/ATTY. FOR DBT.
IAN QUINN/ATTY. FOR MV.

NO RULING.

This matter was originally heard August 25, 2026.

Hundal Farms, Inc. ("Debtor"), debtor in possession in the above-styled case, moves for authority to borrow. Doc. #193 *et seq.* More specifically, Debtor seeks authorization to obtain post-petition financing from RPAC, LLC ("RPAC" or "Lender") in an amount up t $1,940,000.00, with Lender obtaining a first priority security interest in Debtor's 2026 almond crop and proceeds that is prior to, and superior to, the liens of existing secured creditors. *Id.*

11 U.S.C. § 1107 gives a chapter 11 debtor in possession all rights and powers of a trustee, other than the right to compensation under § 330, and requires the debtor in possession to perform all the

functions and duties of a trustee, except those specified in §1106(a)(2), (3), and (4).

11 U.S.C. § 364(b) allows a Trustee, and by extension a debtor-in-possession, to obtain credit or incur debt secured by a senior or equal lien on property of the estate already subject to alien if two requirements are met: (a) the DIP is unable to obtain such credit otherwise, and (b) there is adequate protection of the interest of the preexisting lienholder in the property. In its moving papers, Hunda argues that it meets both requirements.

The motion is supported by the Declaration of Parvinder S. Hundal ("Hundal") who is a co-debtor in one of the affiliated cases being jointly administered in this matter. Doc. #197. Hundal argues that Debtor has an urgent need to borrow money to harvest the 2026 almond crop and pay its various ongoing expenses to avoid shutting down and terminating all its employees, abandoning the 2026 crop to the detriment of Debtor and all its creditors. Doc. #197.

One of the creditors, AgWest Farm Credit PCA ("Farm Credit"), is currently owed $77,240,000.00, including post-petition interest, which is secured by a first priority security interest in all Debtors' personal property. *Id.* Farm Credit's lien on the farmland is secured by a deed of trust. Debtor does not dispute that Farm Credit holds a secured lien on Debtor's 2026 almond crop in the amount of $71,574,657.88. *Id.*

Hundal contends that this debt is oversecured, as the value of the total collateral held by Farm Credit exceeds $116,000,000.00. *Id.* This collateral includes: (a) the Hundals' real property, (b) the 2025 and 2026 almond farm products, and (c) other growing crops subject to a first lien. *Id.* Hundal also argues that

> if the 2026 almond crop is not harvested, no excess value will be generated from the 2026 almond crop on the trees; but, if [Debtor] borrows from Lender on the terms set forth herein, and the 2026 almond crop is harvested, [Debtor] anticipates receiving sales proceeds above and beyond its repayment obligations to Lender, after factoring in principal, interest, and fees, which will act as further security for Farm Credit's indebtedness[.]

Doc. #193.

Written opposition or any further evidence or argument if any, must be filed and served by August 31, 2026, as the court has previously ordered. Opposition has already been filed by The Almond Company, the Nursery Company and the Committee which the court discussed at the earlier hearing. After consideration of any additional opposition, the court may GRANT or DENY this motion or CONTINUE the matter for further proceedings.

11:00 AM

1. 26-12353-B-7 **IN RE: ANNA/EDIKSON OVRAHIM**

PRO SE REAFFIRMATION AGREEMENT WITH REPRISE FINANCIAL
8-10-2026 [15]

BRADLEY BROOK/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

No appearance is necessary.

A Reaffirmation Agreement between Anna S. Ovrahim and Edikson G. Ovrahim ("Debtors") and Reprise Financial for a 2020 Kia Soul was filed on August 10, 2026. Doc. #15.

The Reaffirmation Cover Sheet is missing page 2 and pages 2, 4 and 6 of the Reaffirmation Agreement are missing. The Debtors shall have 14 days to refile the complete Cover Sheet and Reaffirmation Agreement.

2. 26-12387-B-7 **IN RE: JASON/TINA TUFF**

PRO SE REAFFIRMATION AGREEMENT WITH 21ST MORTGAGE CORPORATION
8-10-2026 [36]

ANTHONY ROTHMAN/ATTY. FOR DBT.

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

DISPOSITION: Removed from calendar subject to below condition.

ORDER: The court will issue an order.

Debtors' counsel will inform debtors that no appearance is necessary.

A Reaffirmation Agreement between Jason Michael Tuff and Tina Gonzales Tuff ("Debtors") and 21st Mortgage Corporation for a 2007 Champion Manufactured Home was filed on August 10, 2026. Doc. #36.

The court is not approving or denying approval of the reaffirmation agreement. Debtors were represented by counsel when they entered into the reaffirmation agreement. Pursuant to 11 U.S.C. § 524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect. *In re Minardi*, 399 B.R. 841, 846 (Bankr. N.D. Ok, 2009) (emphasis in original). The reaffirmation agreement, in the absence of a declaration by debtor(s)’ counsel, does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable.

The Debtors shall have 14 days to refile the reaffirmation agreement properly signed and endorsed by the attorney.

1:30 PM

1. 24-13114-B-7 **IN RE: ALEJANDRO GOMEZ OROZCO**
   PBB-1

   MOTION TO AVOID LIEN OF PEARL BETA FUNDING, LLC
   7-30-2026 [18]

   ALEJANDRO GOMEZ OROZCO/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.

Alejandro Gomez Orozco ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) encumbering the Debtor's residence at 22353 Avenue 18 3/4, Madera, California (the "Property"). Doc. #18.

This motion is one of two motions to avoid judicial liens filed roughly contemporaneously by Debtor and presently pending before the court. *See Items ##1-2.* These motions address outstanding judicial lienholders as follows, in descending order of priority:

1. **DCN PBB-2** (Item #2, Docs. ##23-27). **JP Morgan Chase Bank**, judgment lien in the amount of $98,872.18, recorded August 3, 2023.
2. **DCN PBB-1** (Item #1, Docs. ##18-22). **Pearl Beta Funding**, judgment lien in the amount of $74,223.33, recorded on October 4, 2024 (this motion).

(collectively "the Two Liens"). *See docket generally.*

The lienholder in the instant motion (DCN PBB-1) is Pearl Beta Funding ("PBF" or "Creditor"). Docs. ##18-22. Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's Chairman and CEO via certified mail on July 30, 2026. Doc. #22.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir.

1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Regarding this Creditor, a judgment was entered against Debtor in favor of Creditor in the amount of $74,223.33 on October 19, 2023. Doc. #21 (Exhib. D). The abstract of judgment was issued on October 4, 2024, and was recorded in Madera County on October 4, 2024. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #20. Debtor estimates that the current amount owed on account of this lien is $74,223.33. Doc. #20.

The Property is listed on Debtors' most recent Schedule A/B on line 1.1 with a value as of the petition date of $459,300.00. Doc. #1 (Schedule A/B). The value of the portion owned specifically by Debtor is $229,650.00. *Id.* Debtors claimed a $348,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (Sched. C).

In addition to the Two Liens, the Property is encumbered by a Deed of Trust in favor of Mr. Cooper/United Wholesale Mortgage ("Mortgagee") recorded March 10, 2020, on which Debtor currently owes $347,495.00. Doc. #1 (Schedule D).

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

Here, the most senior of the Two Liens is that of JPM Chase, which holds a judgment lien in the amount of $98,872.18. See Doc. #25 (Exhibit D). If there is insufficient equity with which to pay anything towards the JPM Chase lien, then it follows there is no equity to pay the junior lien(s) either. That appears to be the case, as the sum of the amount owed under Mortgagee's deed of trust and the exemption to which Debtor is entitled greatly exceeds the value of Debtor's interest in the Property.

Property’s encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Mortgagee’s Deed of Trust	$347,495.00	3/10/20	Unavoidable
2. JPM Chase	$98,872.18	8/3/23	Avoidable
3. Pearl Beta Funding	$74,223.33	10/4/24	Avoidable

“Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided ‘in full’ was if the debtor’s gross equity were equal to or less than the amount of the exemption.” *Bank of Am. Nat’l Tr. & Sav. Ass’n v. Hanger (In re Hanger)*, 217 B.R. 592, 596 (B.A.P. 9th Cir. 1997), *aff’d*, 196 F.3d 1292 (9th Cir. 1999), citing *In re Brantz*, 106 B.R. 62, 68 (Bankr. E.D. Pa. 1989) (“Avoidance of all judicial liens results unless (3) [the result of deducting the debtor’s allowable exemptions and the sum of all liens not avoided from the value of the property] is a positive figure.”), citing *In re Magosin*, 75 B.R. 545, 547 (Bankr. E.D. Pa. 1987) (judicial lien was avoidable in its entirety where equity is less than exemption).

The total of Mortgagee’s Deed of Trust and Debtors’ statutory exemption is $695,495.00, while the fair market value of Debtor’s interest in the Property is only $229,650.00, and the full value of the Property is only 459,300.00. Even if the junior liens were avoided, leaving only JPM Chase’s lien, there would be insufficient equity to pay anything towards that lien. Strict application of the § 522(f)(2) formula with respect to the Road 28, LLC lien is illustrated as follows:

Amount of JPM Chase’s judgment lien		$98,872.18
Total amount of unavoidable liens (incl. liens not yet avoided)	+	347,495.00
Debtor's claimed exemption in Property	+	$348,000.00
Sum	=	$794,367.18
Debtor's claimed value of interest absent liens	-	$229,650.00
Extent lien impairs exemption	=	$564,717.18

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

Fair market value of Property		$229,650.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	$347,495.00
Homestead exemption	-	348,000.00
Remaining equity for judicial liens	=	($465,845.00)
Creditor's judicial lien	-	$98,872.18
Extent Debtor's exemption impaired	=	($564,717.18)

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

Debtor has established the four elements necessary to avoid a lien under § 522(f)(1). Accordingly, this motion will be GRANTED. The proposed order shall state that the lien of **Pearl Beta Funding** recorded on October 4, 2024, is avoided from the subject Property only and include a copy of the abstract of judgment as an exhibit.

2. 24-13114-B-7 **IN RE: ALEJANDRO GOMEZ OROZCO**
PBB-2

MOTION TO AVOID LIEN OF JPMORGAN CHASE BANK, N.A.
7-30-2026 [23]

ALEJANDRO GOMEZ OROZCO/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.

Alejandro Gomez Orozco ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) encumbering the Debtor's residence at 22353 Avenue 18 3/4, Madera, California (the "Property"). Doc. #23.

This motion is one of two motions to avoid judicial liens filed roughly contemporaneously by Debtor and presently pending before the court. *See Items ##1-2.* These motions address outstanding judicial lienholders as follows, in descending order of priority:

1. **DCN PBB-2** (Item #2, Docs. ##23-27). **JP Morgan Chase Bank**, judgment lien in the amount of $98,872.18, recorded August 3, 2023 (this motion).
2. **DCN PBB-1** (Item #1, Docs. ##18-22). **Pearl Beta Funding**, judgment lien in the amount of $74,223.33, recorded on October 4, 2024.

(collectively "the Two Liens"). *See docket generally.*

The lienholder in the instant motion (DCN PBB-2) is JP Morgan Chase Bank ("JPM Chase" or "Creditor"). Docs. ##23-27. Debtor complied with Fed. R. Bankr. P. 7004(b)(3) and with Rule 7004(h) by serving Creditor's Chairman and CEO via certified mail on July 30, 2026. Doc. #27.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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

To avoid a lien under 11 U.S.C. § 522(f)(1), the movant must establish four elements: (1) there must be an exemption to which the debtor would be entitled under § 522(b); (2) the property must be listed on the debtor's schedules as exempt; (3) the lien must impair the exemption; and (4) the lien must be either a judicial lien or a non-possessory, non-purchase money security interest in personal property listed in § 522(f)(1)(B). § 522(f)(1); *Goswami v. MTC Distrib. (In re Goswami)*, 304 B.R. 386, 390-91 (B.A.P. 9th Cir. 2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Regarding this Creditor, a judgment was entered against Debtor in favor of Creditor in the amount of $98,872.18 on June 9, 2023. Doc. #25 (Exhib. D). The abstract of judgment was issued on August 2, 2023, and was recorded in Madera County on August 3, 2023. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #25. Debtor estimates that the current amount owed on account of this lien is $98,872.18. Doc. #25.

The Property is listed on Debtors' most recent Schedule A/B on line 1.1 with a value as of the petition date of $459,300.00. Doc. #1 (Schedule A/B). The value of the portion owned specifically by Debtor is $229,650.00. *Id.* Debtors claimed a $348,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (Sched. C).

In addition to the Two Liens, the Property is encumbered by a Deed of Trust in favor of Mr. Cooper/United Wholesale Mortgage

("Mortgagee") recorded March 10, 2020, on which Debtor currently owes $347,495.00. Doc. #1 (Schedule D).

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

Here, the most senior of the Two Liens is that of JPM Chase, which holds a judgment lien in the amount of $98,872.18. See Doc. #25 (Exhibit D). If there is insufficient equity with which to pay anything towards the JPM Chase lien, then it follows there is no equity to pay the junior lien(s) either. That appears to be the case, as the sum of the amount owed under Mortgagee's deed of trust and the exemption to which Debtor is entitled greatly exceeds the value of Debtor's interest in the Property.

Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Mortgagee's Deed of Trust	$347,495.00	3/10/20	Unavoidable
2. JPM Chase	$98,872.18	8/3/23	Avoidable
3. Pearl Beta Funding	$74,223.33	10/4/24	Avoidable

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

The total of Mortgagee's Deed of Trust and Debtors' statutory exemption is $695,495.00, while the fair market value of Debtor's interest in the Property is only $229,650.00, and the full value of the Property is only 459,300.00. Even if the junior liens were avoided, leaving only JPM Chase's lien, there would be insufficient equity to pay anything towards that lien. Strict application of the § 522(f)(2) formula with respect to the Road 28, LLC lien is illustrated as follows:

Amount of JPM Chase's judgment lien		$98,872.18
Total amount of unavoidable liens (incl. liens not yet avoided)	+	347,495.00
Debtor's claimed exemption in Property	+	$348,000.00
Sum	=	$794,367.18
Debtor's claimed value of interest absent liens	-	$229,650.00
Extent lien impairs exemption	=	$564,717.18

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

Fair market value of Property		$229,650.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	$347,495.00
Homestead exemption	-	348,000.00
Remaining equity for judicial liens	=	($465,845.00)
Creditor's judicial lien	-	$98,872.18
Extent Debtor's exemption impaired	=	($564,717.18)

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

Debtor has established the four elements necessary to avoid a lien under § 522(f)(1). Accordingly, this motion will be GRANTED. The proposed order shall state that the lien of **JPMorgan Chase Bank** recorded on August 3, 2023, is avoided from the subject Property only and include a copy of the abstract of judgment as an exhibit.

3. 26-12334-B-7 **IN RE: JOHNNY SILVA**
PBB-1

MOTION TO AVOID LIEN OF COLLECT ACCESS, LLC
7-31-2026 [13]

JOHNNY SILVA/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.

Johnny Silva ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of **Collect Access, LLC**, assignee of Resurgence Financial LLC ("Creditor") in the sum of $34,662.76 and encumbering residential real property located at 19821 Grangeville Boulevard, Lemoore, California 93245 ("the Property"). Doc. #13.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail on July 31, 2026. Doc. #17.

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

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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

2003) (quoting *In re Mohring*, 142 B.R. 389, 392 (Bankr. E.D. Cal. 1992), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Here, a judgment was entered against Debtor in favor of Creditor in the amount of $15,219.28 on November 17, 2006, and renewed on November 14, 2016. Doc. #16 (Exhibit D). The abstract of judgment was issued on February 3, 2021, and was recorded in Kings County on February 17, 2021. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #15. Debtor estimates that the current amount owed on account of this lien has grown to $34,662.76. *Id.*

As of the petition date, Property had an approximate value of $400,000.00, and the value of the portion Debtor owns is $200,000.00. Doc. #1 (Schedule A). Debtor claimed a $214,000.00 exemption on the Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (Schedule C). The Property appears to be unencumbered.

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

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

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

Amount of judgment lien		34,662.76
Total amount of unavoidable liens (incl. liens not yet avoided)	+	0.00
Debtor's claimed exemption in Property	+	$214,000.00
Sum	=	$248,662.76
Debtor's claimed value of interest absent liens	-	$200,000.00
Extent lien impairs exemption	=	$48,662.76

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

Fair market value of Property		$200,000.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	$0.00
Homestead exemption	-	214,000.00
Remaining equity for judicial liens	=	($14,000.00)
Creditor's judicial lien	-	$34,662.76
Extent Debtor's exemption impaired	=	($48,662.76)

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

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

4. 26-11839-B-7 **IN RE: JOSEPH/SONIA GUERRERO**
JRL-1

CONTINUED MOTION TO REDEEM
6-9-2026 [23]

SONIA GUERRERO/MV
JERRY LOWE/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The court will issue the order.

This matter was previously heard on July 14, 2026, and on July 28, 2026. Docs. #30, #36.

Joseph ("Joseph") and Sonia Guerrero (collectively, "Debtors") move pursuant to 11 U.S.C. § 722 for entry of an Order authorizing redemption of Debtors' residential solar panel system ("the System") securing the claim of Technology Credit Union ("Creditor"). Doc. #23 *et seq.* Debtors propose to redeem the collateral by paying the replacement value of the System in lieu of the full amount of Creditor’s secured claim.

The motion is accompanied by Joseph’s Declaration and an Exhibit consisting of the UCC financing statement for the System. Docs. ##25-26.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor at the address of its agent for service of process and at its mailing address to the attention of its CEO on June 9, 2026. Doc. #27.

This motion was set for hearing on 28 days’ notice as required by Local Rule of Practice (“LBR”) 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant’s factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

No party in interest timely filed written opposition, and the defaults of all nonresponding parties were entered after the original July 14, 2026, hearing. Doc. #30.

11 U.S.C. § 722 states:

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

Debtors listed the System on Schedule A/B, identifying it as “Solar Panels” and valuing it at %500.00. Doc. #1 (Schedule A/B, line 14). Debtors did not exempt the System on Schedule C. Debtors’ listed Creditor on line 2.3 of Schedule D, with an estimated claim of $6,514.00. Doc. #1 (Schedule D).

Joseph declared that, in his opinion, the System is worth no more than $500.00 “due to the age of the system, depreciation, and the limited to nonexistent resale market for used solar panels that are of the same age and condition as [the Debtors']." Doc. #25. A debtor is competent to testify as to the value of the System. Given the absence of contrary evidence, the debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

Nevertheless, the court did not grant the motion at that time because there had been no showing that the System had either been fully exempted or had been abandoned from the estate. 11 U.S.C. § 722. Instead, the court continued the hearing to July 28, 2026, to afford Debtors time to amend their Schedule C to properly exempt the System. *Id.*

On July 22, 2026, Debtors filed an amended Schedule C in which they claimed a $500.00 exemption in the System (the value given for it in Schedule A/B and in this motion) pursuant to C.C.P. § 704.020. Doc. #33. Pursuant to Fed. R. Bankr. P. 4003(b), "a party in interest may file an objection to a claimed exemption within 30 days ... the filing of a supplemental schedule." Accordingly, the court again continued the matter to September 1, 2026, to afford any parties in interest who wished to object to Debtors' amended Schedule C time to do so.

No party in interest has objected to Debtors' amended Schedule C, and the deadline to do so has passed. No party in interest has responded.

This motion is GRANTED. Debtor is authorized to redeem Debtor's residential solar panel system which secured the claim of Technology Credit Union by paying it the sum of $500.00. The unpaid balance of Creditor's claim shall be treated as an unsecured debt, and as this is a no asset case, that unsecured amount will be discharged.

5. 26-13155-B-7 **IN RE: SETH/SARAH PEREZ**
MJ-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
7-31-2026 [10]

ACAR LEASING LTD/MV
JEFFREY ROWE/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.

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

DISPOSITION: Continued to September 10, 2026, at 1:30 p.m.

ORDER: The court will issue the order.

It has come to the court's attention that the deadline for Debtors Seth and Sarah Perez to assume or reject the lease which is at issue in this motion for stay relief is September 1, 2026. Therefore, a brief continuance is appropriate so that this matter can hopefully be predisposed of without need for a hearing. This matter will be CONTINUED to September 10, 2026, at 1:30 p.m.

6. 24-22469-B-7 **IN RE: JENNIFER RODRIGUE**
CRG-8

CONTINUED PRE-TRIAL CONFERENCE RE: MOTION FOR SANCTIONS FOR VIOLATION OF THE AUTOMATIC STAY
4-8-2025 [282]

JENNIFER RODRIGUE/MV
CARL GUSTAFSON/ATTY. FOR DBT.

NO RULING.

7. 25-21771-B-7 **IN RE: WILLIAM CRONIN**
RAS-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
7-29-2026 [35]

SELENE FINANCE LP/MV
DAVID JOHNSTON/ATTY. FOR DBT.
SHANA STARK/ATTY. FOR MV.

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.

Selene Finance, LP ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 607 Palm Avenue, Ripon California 95366 ("Property"). Doc. #35. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

William Bruce Cronin, Jr. ("Debtor") nor any other party in interest timely filed written opposition. This motion will be GRANTED IN PART AND DENIED IN PART.

LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR 9014. LBR 9014, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the Notice of the motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice only directed that written opposition should be served upon Movant's counsel. *See Doc. #36.* However, as the motion to lift stay implicates assets of the estate, the Chapter 7 Trustee and the U.S. Trustee are included among "the persons who must be served with such opposition

Rules 4001(a)(1) and 9014(b) require a motion for relief from the automatic stay to be served pursuant to Rule 7004, which was done here. Doc. #40. But in Sections 6 and 7 of Movant's certificate of service, the declarant should have checked the appropriate boxes for first class mail under Rule 7004. *Id.* It appears that Movant did comply with Rule 7004 but failed to check the correct boxes evidencing the same.

Ordinarily, this motion would be denied because of the above defects. However, since the case should be closed shortly and there is no opposition to the motion, the court will overlook these defects. Any future motion with these defects will likely be denied.

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

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The Debtor's discharge was entered on July 14, 2025. Doc. #29. Therefore, the automatic stay terminated with respect to the Debtor on July 14, 2025. This motion will be DENIED AS MOOT IN PART as to the Debtor's interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make three (3) post-petition payments totaling $3,917.27. The entire balance of $726,247.29 is due. Docs. ##37-39.

The court also finds that the Debtor does not have any equity in the Property and the Property is not necessary to an effective reorganization because Debtor is in chapter 7. The property is valued at $550,000.00 and Debtor owes $726,247.29. Docs. ##37-39.

Accordingly, the motion will be GRANTED IN PART as to the trustee's interest pursuant to § 362(d)(1) and (d)(2) and DENIED AS MOOT IN PART as to the Debtor's interest under § 362(c)(2)(C).

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtor has failed to make three (3) post-petition payments to Movant.

8. 26-13075-B-7 **IN RE: MICHAEL MULLINS AND VICTORIA SOWEZENKO**
RLG-1

MOTION TO REDEEM
7-31-2026 [10]

VICTORIA SOWEZENKO/MV
CANDACE ARROYO/ATTY. FOR DBT.

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

DISPOSITION: Continued to September 29, 2026, at 1:30 p.m.

ORDER: The court will issue the order.

Michael Mullins and Victoria Sowezenko (collectively, "Debtors") move pursuant to 11 U.S.C. § 722 and Fed. R. Bankr. P. 6008 for entry of an Order authorizing redemption of Debtors' 2017 Chevrolet Volt ("the Vehicle") securing the claim of Capital One Auto Finance ("Creditor"). Doc. #10 *et seq.* Debtors propose to redeem the collateral by paying the replacement value of the Vehicle in lieu of the full amount of Creditor's secured claim.

The motion is accompanied by Declaration of Michael Mullins and Exhibits consisting of appraisal reports. Docs. ##12-13.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor at the address of its agent for service of process and at its mailing address to the attention of its CEO on June 31, 2026. Doc. #14.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

11 U.S.C. § 722 states:

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

Debtors listed the Vehicle on Schedule A/B, valuing it at $750.00. Doc. #1 (Schedule A/B, line 3.1). Debtors did not exempt the Vehicle on Schedule C. Doc. #1 (Schedule C). Debtors' listed Creditor on line 2.1 of Schedule D, with an estimated claim of $14,387.00. Doc. #1 (Schedule D).

Debtors jointly declared that, in their opinion, the Vehicle is worth no more than $8,108.00 based on based on appraised value provided by 722 Redemption, Inc. which is included as an exhibit (Doc. #13, Exhibit 1) and Debtors own assessment of the damage to and depreciation of the Vehicle. Doc. #12 (Debtors' Declaration"). A debtor is competent to testify as to the value of the Vehicle. Given the absence of contrary evidence, the debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

However, even if the court uncritically accepts Debtors' $8,108.00 valuation for the Vehicle as accurate, the court still cannot grant the motion. Before the court can authorize a debtor to redeem personal property, there must be a showing that it has either been fully exempted or has been abandoned from the estate. 11 U.S.C. § 722.

Here, the Vehicle has not been abandoned, and Debtors' Schedule C does not list the Vehicle as exempt.

For the foregoing reasons, this matter is CONTINUED to September 29, 2026, at 1:30 p.m. to afford Debtors opportunity to either amend the Schedules so that the Vehicle is fully exempted or else to file a motion to compel the Trustee to abandon the System from the estate.

9. 26-12776-B-7 **IN RE: ENRIQUE/RAQUEL LOPEZ**
RH-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
7-29-2026 [16]

EXETER FINANCE LLC/MV
LAYNE HAYDEN/ATTY. FOR DBT.
ROSEMARY HONG/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.

Exeter Finance LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2017 Chevrolet Tahoe (VIN: 1GNSKCKC8HR145264) ("Vehicle"). Doc. #16. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Enrique Ortiz Lopez and Raquel Antoinette Lopez ("Debtors") nor any other interested party filed opposition. Debtors' Statement of Intention indicated that the Vehicle would be surrendered. Movant recovered possession of the Vehicle on July 9, 2026. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have missed one (1) post-petition payment in the amount of $950.28. Docs. ##18-20. Additionally, Movant recovered possession of the Vehicle on July 9, 2026. *Id.* Since the Vehicle has been recovered, the only issue is disposition of the collateral.

The court also finds that the Debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtors are in chapter 7. The Vehicle is valued at $25,800.00 and Debtors owe $34,769.35. Docs. ##18-20.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtors have failed to make at least one post-petition payment to Movant and the Vehicle is a depreciating asset.

10. 25-12992-B-7 **IN RE: ASHLEY COBBS AND JASON ENGLEBRIGHT**
RH-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-3-2026 [63]

CAPITAL ONE AUTO FINANCE
ERIC ESCAMILLA/ATTY. FOR DBT.
JAVONNE PHILLIPS/ATTY. FOR MV.
DISCHARGED 4/9/26

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.

Capital One Auto Finance ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2020 Jeep Wrangler Unlimited Rubicon Sport Utility (VIN: 1C4HJXFN0LW268589) ("Vehicle"). Doc. #63. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Ashley Louise Cobbs ("Debtor") and Cynthia Louis Williams ("Williams" or "Co-Debtor") nor any other party in interest timely filed written opposition. The relationship between Debtor and Williams is unclear from the record, but while Williams is not a party to this bankruptcy, it appears she was co-obligor to the loan. Doc. #67 (Exhibits A and B). This motion will be GRANTED IN PART AND DENIED IN PART.

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

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The Debtors' discharge was entered on April 9, 2026. Doc. #60. Therefore, the automatic stay terminated with respect to the Debtors on April 9, 2026. This motion will be DENIED AS MOOT IN PART as to the Debtors' interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor and Co-Debtor have failed to make at least four (4) complete post-petition payments. The Movant has produced evidence that Debtor and Co-Debtor are delinquent at least $4,148.70. Docs. ##65-67.

The court also finds that there is no equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtor is in a chapter 7. The Vehicle is valued at $22,060.00 and Debtor and Co-Debtor owe $41,244.83. Docs. ##65-67.

Accordingly, the motion will be GRANTED IN PART as to the trustee's interest pursuant to § 362(d)(1) and (d)(2) and DENIED AS MOOT IN PART as to the Debtor's interest under § 362(c)(2)(C).

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtors have failed to make at least four (4) post-petition payments to Movant and the Vehicle is a depreciating asset.

11. 25-12696-B-7   **IN RE: JERRY CASTILLO**
RAS-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
7-31-2026 [22]

SELENE FINANCE LP/MV
LAYNE HAYDEN/ATTY. FOR DBT.
SHANA STARK/ATTY. FOR MV.
DISCHARGED 4/9/26

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.

Selene Finance, LLP ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 20499 Auberry Road, Clovis California 93619 ("Property"). Doc. #22. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Jerry Castillo ("Debtor") nor any other party in interest timely filed written opposition. This motion will be GRANTED IN PART AND DENIED IN PART.

LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR 9014. LBR 9014, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the Notice of the motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice only directed that written opposition should be served upon Movant's counsel. *See Doc. #36.* However, as the motion to lift stay implicates assets of the estate, the Chapter 7 Trustee and the U.S. Trustee are included among "the persons who must be served with such opposition." Accordingly, the Notice is deficient, and this motion must be DENIED WITHOUT PREJUDICE.

Rules 4001(a)(1) and 9014(b) require a motion for relief from the automatic stay to be served pursuant to Rule 7004, which was done here. Doc. #40. But in Sections 6 and 7 of Movant's certificate of service, the declarant should have checked the appropriate boxes for first class mail under Rule 7004. *Id.* It appears that Movant did comply with Rule 7004 but failed to check the correct boxes evidencing the same.

Ordinarily, this motion would be denied because of the above defects. However, since the case should be closed shortly and there is no opposition to the motion, the court will overlook these defects. Any future motion with these defects will likely be denied.

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

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The Debtors' discharge was entered on April 9, 2026. Doc. #19. Therefore, the automatic stay terminated with respect to the Debtors on April 9, 2026. This motion will be DENIED AS MOOT IN PART as to the Debtor's interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make at least thirty-three (33) pre-petition payments totaling $66,949.71 and twelve (12) post-petition payments totaling $28,238.43. The Movant has produced evidence that Debtor is delinquent at least $95,188.14 and the entire balance of $474,179.36 is due. Docs. ##24-26.

The court declines finding that Debtor does not have any equity in the Property. Although this is a chapter 7 case and the Property is not necessary for an effective reorganization, the moving papers indicate that Debtor has approximately $123,820.64 in equity. Doc. #26, ¶ 5. After subtracting costs of sale, Debtor may have some equity in the Property. Regardless, relief under § 362(d)(2) is moot because there is "cause" to grant the motion under § 362(d)(1). Docs. ##24-26.

Accordingly, the motion will be GRANTED IN PART as to the trustee's interest pursuant to § 362(d)(1) and (d)(2) and DENIED AS MOOT IN PART as to the Debtor's interest under § 362(c)(2)(C).

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtor has failed to make at least thirty-three (33) pre-petition payments and twelve (12) post-petition payments to Movant.

12. 26-13835-B-7 **IN RE: JENNIFER/MARK GALLANDT**

MOTION FOR WAIVER OF THE CHAPTER 7 FILING FEE OR OTHER FEE, AND ORDER TO APPEAR
8-20-2026 [7]

MARK GALLANDT/MV

NO RULING.