UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, September 2, 2026
Department A – Courtroom #11
Fresno, California

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

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

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

Please also note the following:

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

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

1. 26-13301-A-11 **IN RE: HOTEL CHARLOTTE**
   CAE-1

   STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY PETITION
   7-15-2026 [1]

   BRIAN HADDIX/ATTY. FOR DBT.

NO RULING.

The Order Setting Subchapter V Chapter 11 Status Conference; Claims Bar Date; and Other Deadlines (Doc. #9), issued by this court on July 22, 2026 and served on the debtor and the debtor's counsel on July 24, 2026 (Doc. #12), requires the debtor file and serve a status report at least 14 days prior to the date of the initial status conference. The debtor has not filed the initial status report. At the initial status conference, counsel for the debtor should be prepared to explain to the court why an initial status report was not filed timely.

2. 26-12606-A-11 **IN RE: PARI & GERSHON INCORPORATED**
   CAE-1

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

   DAVID JOHNSTON/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to October 21, 2026 at 9:30 a.m.

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

The debtor filed its Chapter 11 Subchapter V plan on August 30, 2026. Doc. #36. Based on the Order Setting Confirmation Hearing and Related Deadlines entered on August 31, 2026 (Doc. #37) and the debtor's status report filed on August 28, 2026 (Doc. #34), the court will continue this status conference to October 21, 2026 at 9:30 a.m. to be heard with the hearing to confirm the debtor's plan.

3. 26-10638-A-11   **IN RE: FRIEDENBACH FAMILY FARMS LLC**
   FW-2

   CONTINUED MOTION TO USE CASH COLLATERAL
   2-18-2026 [5]

   FRIEDENBACH FAMILY FARMS LLC/MV
   PETER SAUER/ATTY. FOR DBT.

NO RULING.

4. 26-10638-A-11   **IN RE: FRIEDENBACH FAMILY FARMS LLC**
   FW-3

   CONTINUED MOTION FOR AUTHORIZATION TO BORROW AND TO USE 2026 ALMOND CROP AS COLLATERAL FOR SUCH BORROWING SENIOR TO ALL EXISTING LIENS
   5-21-2026 [138]

   FRIEDENBACH FAMILY FARMS LLC/MV
   PETER SAUER/ATTY. FOR DBT.

NO RULING.

5. 26-10638-A-11   **IN RE: FRIEDENBACH FAMILY FARMS LLC**
   FW-5

   CONTINUED MOTION FOR AUTHORIZATION TO BORROW AND TO USE 2026 ALMOND CROP AS COLLATERAL FOR SUCH BORROWING SENIOR TO ALL EXISTING LIENS
   6-9-2026 [166]

   FRIEDENBACH FAMILY FARMS LLC/MV
   PETER SAUER/ATTY. FOR DBT.

NO RULING.

6. 26-10638-A-11   **IN RE: FRIEDENBACH FAMILY FARMS LLC**
   FW-6

   CONTINUED MOTION FOR AUTHORIZATION TO BORROW AND TO USE 2026 ALMOND CROP AS COLLATERAL FOR SUCH BORROWING SENIOR TO ALL EXISTING LIENS
   7-7-2026 [228]

   FRIEDENBACH FAMILY FARMS LLC/MV
   PETER SAUER/ATTY. FOR DBT.

NO RULING.

1. 26-13143-A-7 **IN RE: NANCY MEYER**

PRO SE REAFFIRMATION AGREEMENT WITH BENEFICIAL STATE BANK
8-13-2026 [18]

NO RULING.

2. 26-12444-A-7 **IN RE: WILLIAM HAMILTON**

PRO SE REAFFIRMATION AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION
8-12-2026 [16]

WILLIAM MUSSMAN/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

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

The court is not approving or denying approval of the reaffirmation agreement. The debtor was represented by counsel when he entered into the reaffirmation agreement. Pursuant to 11 U.S.C. §524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect. In re Minardi, 399 B.R. 841, 846 (Bankr. N.D. Okla. 2009). The reaffirmation agreement, in the absence of a declaration by the debtor's counsel, does not meet the requirements of 11 U.S.C. §524(c) and is not enforceable. The debtor shall have 14 days to refile a reaffirmation agreement properly signed and endorsed by the debtor's attorney.

3. 26-12444-A-7 **IN RE: WILLIAM HAMILTON**

PRO SE REAFFIRMATION AGREEMENT WITH CAPITAL ONE AUTO FINANCE
8-11-2026 [18]

WILLIAM MUSSMAN/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

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

The court is not approving or denying approval of the reaffirmation agreement. The debtor was represented by counsel when he entered into the reaffirmation agreement. Pursuant to 11 U.S.C. §524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect. In re Minardi, 399 B.R. 841, 846 (Bankr. N.D. Okla. 2009). The reaffirmation agreement, in the absence of a declaration by the debtor's counsel, does not meet the requirements of 11 U.S.C. §524(c) and is not enforceable. The debtor shall have 14 days to refile a reaffirmation agreement properly signed and endorsed by the debtor's attorney.

1:30 PM

1. 26-10601-A-7 **IN RE: T.G.S. TRANSPORTATION, INC**
FRB-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-14-2026 [66]

WELLS FARGO EQUIPMENT FINANCE, INC./MV
PETER FEAR/ATTY. FOR DBT.
MICHAEL GOMEZ/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

The movant, Wells Fargo Equipment Finance, Inc. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to proceed under applicable non-bankruptcy law to enforce its remedies to dispose of the following collateral: (1) a Peterbilt 579 2024 New Fifth Wheel Tractor, VIN: 1XPBDP9XXRD600910; (2) a Peterbilt 579 2024 New Fifth Wheel Tractor, VIN: 1XPBDP9X1RD600911; and (3) a Peterbilt 579 2024 New Fifth Wheel Tractor, VIN: 1XPBDP9X3RD600912 (collectively, the "Collateral"). Doc. #66.

Debtor T.G.S. Transportation, Inc. ("Debtor") filed this chapter 7 case on February 13, 2026. Doc. #1. Pre-petition, on July 3, 2023, Debtor and Movant entered into a master equipment finance agreement ("Contract") for the purchase of the Collateral. Decl. of Jason Harkness, Doc. #68. Pursuant to the Contract, Debtor was required to repay the financing provided from Movant by making seventy-two (72) monthly payments in the amount of $11,235.66. Id. No payment has been made on the loan since June 27, 2025, which was applied to the March 29, 2025 payment. Id. Pre-petition, on September 4, 2025 and September 9, 2025, Movant recovered the Collateral. Id. Movant is still in possession of the Collateral and seeks to sell the Collateral pending relief from the automatic stay. Id. Debtor's Schedule E/F discloses the Collateral was repossessed. Schedule E/F, Doc. #1.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor is in default under the Contract, and the entire principal amount is due. Harkness Decl., Doc. #68. Movant has already repossessed the Collateral and needs relief from stay in order to proceed with disposing of the Collateral in its possession. Id. Further, Debtor's Schedule E/F discloses the Collateral was repossessed. Schedule E/F, Doc. #1.

The court also finds that Debtor does not have any equity in the Collateral and the Collateral is not necessary to an effective reorganization because Debtor is in chapter 7. Movant estimates the Collateral is valued at $234,000.00 and the amount Debtor owes Movant under the Contract exceeds that amount. Harkness Decl., Doc. #68.

Accordingly, pending opposition being raised at the hearing, the motion will be GRANTED pursuant to 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to dispose of the 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 Movant has possession of the Collateral.

2. 26-13521-A-7 **IN RE: LOURDES SERRANO**
CAE-1

ORDER TO SHOW CAUSE - FAILURE TO FILE DOCUMENTS
8-6-2026 [13]

RAYMOND PEREZ/ATTY. FOR DBT.

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the missing disclosure of attorney compensation was filed by the debtor's counsel. Therefore, this order to show cause is VACATED. No appearance is necessary.

3. 26-11043-A-7 **IN RE: PETER YEUNG**
ICE-2

MOTION TO VACATE DISCHARGE OF DEBTOR(S)
8-4-2026 [18]

IRMA EDMONDS/MV
JOEL WINTER/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: The court will issue an order.

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

Irma Edmonds ("Trustee"), the chapter 7 trustee of the estate of Peter Yeung ("Debtor"), moves under Federal Rule of Civil Procedure ("Rule") 60(b), made applicable to this case by Federal Rule of Bankruptcy Procedure 9024, to vacate the discharge entered in Debtor's bankruptcy case. Doc. #18.

Rule 60(b)(1) permits the court to grant relief from a final order for, *inter alia*, mistake, inadvertence, surprise, excusable neglect, or any other reason that justifies relief. Rule 60(b)(1). A motion to reconsider an order is an "extraordinary remedy, to be used sparingly in the interests of finality and conservation of judicial resources." Kona Enters. v. Estate of Bishop, 299 F.3d 877, 890 (9th Cir. 2000); see also Berman v. Freedom Fin. Network, LLC, 30 F.4th 849 (9th Cir. 2022) (applying the standard to Rule 60(b)).

Trustee argues that the order entering the discharge of Debtor's bankruptcy case should be vacated under Rule 60(b) because of excusable neglect. "[F]or purposes of Rule 60(b), 'excusable neglect' is understood to encompass situations in which the failure to comply with a filing deadline is attributable to negligence." Pioneer Inv. Servs. v. Brunswick Assocs. Ltd. P'ship, 507 U.S. 380, 394 (1993). The determination of "what sorts of neglect will be considered 'excusable' . . . is at bottom an equitable one, taking account of all relevant circumstances surrounding the party's omission." Id. at 395. Relevant circumstances include "the danger of prejudice to the debtor, the length of the delay and its potential impact on judicial proceedings, the reason for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith." Id.

The court will grant Trustee's motion and vacate Debtor's discharge due to excusable neglect. Debtor's bankruptcy case was filed on March 12, 2026, and an order entering the discharge was entered on June 23, 2026. Doc. ##1, 13. On April 13, 2026, Debtor and Debtor's counsel failed to appear at Debtor's initial § 341 meeting of creditors, which resulted in a continuance of that meeting to May 11, 2026. Decl. of Irma Edmonds, Doc. #20; see court docket entry entered on April 16, 2026. On May 11, 2026, although Debtor's counsel was present, Debtor again failed to appear at the continued § 341 meeting of creditors, which resulted in a further continuance to June 16, 2026. Edmonds Decl., Doc. #20; see court docket entry entered May 14, 2026. On June 16, 2026, although Debtor's counsel again was present, Debtor again failed to appear at the continued § 341 meeting of creditors, which resulted in a further continuance to July 21, 2026. Edmonds Decl., Doc. #20; see court docket entry entered on June 19, 2026. On June 24, 2026, because Debtor had failed to appear at three separate scheduled § 341 meetings of creditors, Trustee filed a motion to dismiss and extend deadlines ("Motion to Dismiss"). Doc. #14; Edmonds Decl., Doc. #20.

On July 21, 2026, the clerk's office of the U.S. Bankruptcy court for the Eastern District of California informed Trustee that the Motion to Dismiss was filed one day after a discharge was entered in Debtor's bankruptcy case. Edmonds Decl., Doc. #20. Due to mistake and inadvertence, Trustee failed to timely file the Motion to Dismiss and calendared the Motion to Dismiss to be filed on June 24, 2026 instead of June 19, 2026. Id. Trustee states that Debtor's counsel has informed Trustee that Debtor is willing to consent to vacating Debtor's Chapter 7 discharge through stipulation. Id.

The court finds that Trustee has established excusable neglect under Rule 60(b) to vacate the discharge of Debtor entered on June 23, 2026 (Doc. #13). The court finds that refusing to vacate the discharge would be prejudicial to creditors because Debtor did not attend any § 341 meetings of creditors and did not submit himself to examination by Trustee as required by 11 U.S.C. § 343. In addition, the court finds Trustee filed the instant motion shortly after being notified that her Motion to Dismiss was filed after a discharge was entered in Debtor's bankruptcy case. Finally, the court finds that Trustee has acted in good faith.

Accordingly, this motion is GRANTED. The discharge of Debtor entered on June 23, 2026 (Doc. #13) in Debtor's bankruptcy case is VACATED.

4. 24-13371-A-7 **IN RE: RICARDO/INDIRA TREVINO**
PBB-1

MOTION TO AVOID LIEN OF STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS
7-31-2026 [33]

INDIRA TREVINO/MV
PETER BUNTING/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Denied.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). State of California, Director of Industrial Relations, as administrator for the Uninsured Employers Benefits Trust Fund ("Director"), timely filed written opposition. Doc. #38. The debtors have not filed a reply. The failure of other creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered. Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movants have not done here.

Ricardo Trevino and Indira Judith Trevino (together, "Debtors"), the debtors in this chapter 7 case, move pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the lien of Director on the residential real property commonly referred to as 1215 Elder Avenue, Dinuba, California 93618 (the "Property"). Doc. #33; Schedule C, Doc. #1; Schedule D, Doc. #1.

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

Debtors filed the bankruptcy petition on November 21, 2024. Doc. #1. A certificate of lien was entered against debtor Ricardo Gomez in favor of Director on February 16, 2022. Ex. D, Doc. #36. The certificate of lien was recorded pre-petition in Tulare County on March 14, 2022, as document number 2022-0016412. Id. The certificate of lien attached to Debtors' interest in the Property located in Tulare County. Id. Debtors estimate the certificate of lien to be $7,345.27 as of the petition date. Schedule D, Doc. #1. The Property also is encumbered by a first deed of trust in favor of Chase Mortgage in the amount $143,798.00. Schedule D, Doc. #1. Debtors claimed an exemption of $174,000.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtors assert a market value for the Property as of the petition date at $465,000.00. Schedule A/B, Doc. #1.

Director opposes the motion to avoid Director's lien because Director's lien is a statutory lien, not a judicial lien, and therefore, Debtors have failed to provide evidence demonstrating that Debtors are entitled to the relief requested. Doc. #38.

Director's lien is evidenced by a certificate of lien recorded by Director with the County Recorder of Tulare County pursuant to California Labor Code § 3720. Ex. 2, Doc. #39. The certificate states it is being filed "pursuant to Labor Code Section 3720." California Labor Code § 3720 provides:

> When the [Workers' Compensation] [A]ppeals [B]oard or the [D]irector [of Industrial Relations] determines under Section 3715 or 3716 that an employer has not secured the payment of compensation as required by this division or when the director has determined that the employer is prima facie illegally uninsured, the director may file for record in the office of the county recorder in the counties where the employer's property is possibly located, a certificate of lien showing the date that the employer was determined to be illegally uninsured or the date that the director has determined that the employer was prima facie illegally uninsured. . . . Upon the recordation, the certificate shall constitute a valid lien in favor of the director, and shall have the same force, effect and priority as a judgment lien and shall continue for 10 years from the time of the recording of the certificate unless sooner released or otherwise discharged.

Cal. Labor Code § 3720.

Pursuant to 11 U.S.C. § 522(f)(1)(A), a debtor may avoid a judicial lien that impairs an exemption to which the debtor would have been entitled absent the lien. The Bankruptcy Code defines a "judicial lien" as one "obtained by judgment, levy, sequestration, or other legal or equitable process or proceeding." 11 U.S.C. § 101(36). In contrast, a "statutory lien" is one that arises "solely by force of a statute on specified circumstances or conditions, or lien of distress for rent, whether or not statutory, but does not include security interest or judicial lien[.]" 11 U.S.C. § 101(53). Thus, the definitions are mutually exclusive – a nonconsensual lien is either a judicial lien or a statutory lien; it cannot be both. See In re Harpole, 260 B.R. 165, 171 (Bankr. D. Mont. 2001) (citing H.R. Rep. No. 95-595, 95th Cong., 1st Sess. 312 (1977)). "A statutory interest is only one that arises automatically, and is not based on an agreement to give a lien or on judicial action. Mechanics' [construction], materialmen's and warehousemen's liens are examples. Tax liens are also included in the definition of statutory lien." Harpole, 260 B.R. at 172 (citing H.R. Rep. No. 95-595, 95th Cong., 1st Sess. 314 (1977)).

Here, the certificate of lien was not obtained by resorting to the judicial system; no judicial action or process was involved. Rather, Director's lien arose automatically upon recordation of the certificate of lien with the County Recorder pursuant to California Labor Code § 3720. The reference in California Labor Code § 3720 to the "same force, effect and priority as a judgment lien" does not operate to turn an automatic statutory lien into a judicial lien, as defined by the Bankruptcy Code. That is, that language does not transmute Director's lien into one obtained through a judicial process. Thus, Debtors have not demonstrated that Director's lien is a type of lien that is subject to avoidance under § 522(f)(1).

Accordingly, this motion is DENIED.

5. 26-12582-A-7 **IN RE: GERARDO/KAREN PINA**
KMM-1

MOTION FOR RELIEF FROM AUTOMATIC STAY
7-30-2026 [16]

TOYOTA MOTOR CREDIT CORPORATION/MV
ANDREW GRIFFIN/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

//

The movant, Toyota Motor Credit Corporation ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2018 Honda Pilot, VIN: 5FNYF5H37JB006555 ("Vehicle"). Doc. #16.

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 debtors do not have any equity in such property and such property is not necessary to an effective reorganization.

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors have failed to make at least one post-petition payment. Movant has produced evidence that the debtors are delinquent by at least $550.21. Decl. of Maria Rocha, Doc. #19. The Vehicle was voluntarily surrendered to Movant post-petition on June 19, 2026. Id.

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 the debtors are in chapter 7. The Vehicle is valued at $13,525.00 and the debtors owe $20,986.79. Rocha Decl., Doc. #19.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) is ordered waived because the Vehicle is a depreciating asset and the debtors have already voluntarily surrendered the Vehicle to Movant.

6. 26-11586-A-7 **IN RE: CHANNEL MARTIN**

MOTION TO REDEEM
8-3-2026 [41]

CHANNEL MARTIN/MV
CHANNEL MARTIN/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This matter is DENIED WITHOUT PREJUDICE for improper notice.

Federal Rule of Bankruptcy Procedure ("Rule") 9014(b) requires a motion to redeem be served "in the manner provided for service of a summons and complaint by Rule 7004." Service of the motion on Bridgecrest AIS Portfolio Services, LLC ("Creditor") does not satisfy Rule 7004.

Rule 7004(b)(3) provides that service upon an unincorporated association be mailed "to the attention of an officer, managing or general agent, or to any other agent authorized by appointment or law to receive service of process[.]"

Fed. R. Bankr. P. 7004(b)(3). The certificate of service filed in connection with this motion shows that service on Creditor was not addressed to the attention of the necessary person for proper service on Creditor. See Doc. #41. Accordingly, service of the motion does not comply with Rule 7004(b).

As a further procedural matter, notice of the hearing on this motion was sent by mail on July 31, 2026 with a hearing date set for September 2, 2026. Doc. #42. Because notice of the motion was sent more than 28 days prior to the hearing date, notice of the motion could be governed by Local Rule of Practice ("LBR") 9014-1(f)(1), which requires written opposition to be served and filed with the court by the responding party at least fourteen (14) days preceding the date of the hearing. If this option is chosen, LBR 9014-1(d)(3)(B)(i) requires the notice of hearing to include the names and addresses of persons who must be served with any written opposition. Alternatively, the notice of hearing could have provided for opposition to be raised at the hearing pursuant to LBR 9014-1(f)(2). Here, the notice of hearing states that opposition must be filed by August 31, 2026, which is two (2) days preceding the hearing date. The notice of hearing does not comply with either LBR 9014-1(f)(1) or (f)(2).

As a further procedural matter, the motion does not comply with LBR 9004-2(c), which requires motions, notices, objections, responses, replies, declarations, affidavits, other documentary evidence, exhibits, memoranda of points and authorities, other supporting documents, proofs of service, and related pleadings to be filed as separate documents. Here, this motion was filed as a single two-page document that included the movant's certificate of service. Doc. #41.

As a further procedural matter, LBR 9014-1(d)(3)(D) requires in relevant part that "[e]very motion or other request for relief shall be accompanied by evidence establishing its factual allegations and demonstrating that the movant is entitled to the relief requested." Here, there is no declaration filed or served with the motion (Doc. #41) to support the relief sought by the movant. Because no evidence was filed or served with the motion, the movant has not met her required burden of proof or complied with this court's Local Rules of Practice.

As a further procedural matter, the notice of hearing filed in connection with this motion does not comply with LBR 9014-1(d)(3)(B)(iii), which requires the notice to advise respondents that they can determine whether the matter has been resolved without oral argument or whether the court has issued a tentative ruling by viewing the court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing, and that parties appearing telephonically must view the pre-hearing dispositions prior to the hearing.

As a further procedural matter, the motion and supporting papers do not comply with LBR 9014-1(c). "In motions filed in the bankruptcy case, a Docket Control Number (designated as DCN) shall be included by all parties immediately below the case number on all pleadings and other documents, including proofs of service, filed in support of or opposition to motions." LBR 9014-1(c)(1). "Once a Docket Control Number is assigned, all related papers filed by any party, including motions for orders shortening the amount of notice and stipulations resolving that motion, shall include the same number." LBR 9014- 1(c)(4). See LBR 9004-2(b)(6). Here, the motion and supporting papers did not include a Docket Control Number.

The court has previously warned the debtor to comply with the above issues for improper notice. Order, Doc. #40. While leniency is afforded to pro se litigants by the courts in matters of pleading and briefing, pro se litigants are not excused from complying with the rules of procedure. Ghazali v. Moran, 46 F.3d 52, 54 (9th Cir. 1995).

The court encourages the debtor to review the local rules to ensure compliance in future matters or those matters may be denied without prejudice for failure to comply with the local rules. The rules can be accessed on the court's website at https://www.caeb.uscourts.gov/LocalRulesAndGeneralOrders.

7. 25-26687-A-7 **IN RE: GLENN JONES**
RH-2

MOTION TO APPROVE LOAN MODIFICATION
7-30-2026 [24]

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION/MV
SIMRAN HUNDAL/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.

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

JPMorgan Chase Bank, National Association ("Movant"), a secured creditor in this chapter 7 case, moves the court for an order authorizing the chapter 7 debtor Glenn Mazah Jones, Jr. ("Debtor") to modify his existing mortgage. Doc. #24. Movant seeks to modify the mortgage on Debtor's primary residence located at 4005 Kincaid Lane, Salida, California 95368 ("Residence"). Id.

Debtor's bankruptcy petition was filed under chapter 7 on November 26, 2025. Doc. #1. Movant holds a mortgage on the Residence. Schedule D, Doc. #1. Movant has offered and approved Debtor for a loan modification for the Residence because Debtor is in default under the current loan terms and is unable to maintain the required monthly payments. Doc. #24; Decl. of Lillian Ford, Doc. #26.

The prior principal balance was $392,000.00 with an interest rate of 3.625% and monthly payments of $1,787.72 for 30 years. Doc. #24; Ford Decl., Doc. #26. The proposed loan modification is for a principal balance of $393,224.74 with an interest rate of 3.625% and monthly payments of $1,430.09 for 40 years. Id.; Ex. 1, Doc. #27. No other terms are changed as part of the agreement. There is no opposition to the relief sought in the motion.

Accordingly, this motion is GRANTED. Debtor is authorized, but not required, to modify the existing mortgage with Movant in a manner consistent with the motion.

8. 25-23198-A-7 **IN RE: MISUMARU USA CORPORATION**
KMT-4

MOTION FOR COMPENSATION FOR MICHAEL GABRIELSON, ACCOUNTANT(S)
8-5-2026 [50]

MICHAEL GABRIELSON/MV
KENNETH MCALISTER/ATTY. FOR DBT.
MICHAEL GABRIELSON/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Michael R. Gabrielson ("Movant"), accountant for chapter 7 trustee Nikki B. Farris ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from July 25, 2025 through July 29, 2026. Doc. #50. Movant provided accounting services valued at $6,072.50, and requests compensation for that amount. Doc. #50. Movant requests reimbursement for expenses in the amount of $45.08. Id. This is Movant's first and final fee application. Trustee has reviewed Movant's first and final fee application and has no objection. Doc. #54.

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

Movant's services included, without limitation: (1) reviewing information relating to various financial and accounting reports; (2) corresponding with Trustee and interested parties; (3) preparing federal and state fiduciary income tax returns; and (4) preparing the employment and fee applications. Decl. of Michael R. Gabrielson, Doc. #52; Exs. 1 & 2, Doc. #53. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of $6,072.50 and reimbursement for expenses in the amount of $45.08. Trustee is authorized to make a combined payment of $6,117.58, representing compensation and reimbursement of expenses, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.