



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

Hearing Date: Wednesday, September 9, 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. [26-11512](#)-B-13 **IN RE: WALTER SAMIRI**
[LGT-2](#)

MOTION TO DISMISS CASE
8-12-2026 [\[33\]](#)

LILIAN TSANG/MV
DAVID JOHNSTON/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

The chapter 13 trustee asks the court to dismiss this case under 11 U.S.C. § 1307(c)(1) for unreasonable delay by Walter Samiri ("Debtor") that is prejudicial to creditors. Doc. #33. Debtor did not oppose.

Unless the trustee's motion is withdrawn before the hearing, the motion will be GRANTED without oral argument for cause shown.

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

Here, the chapter 13 trustee asks the court to dismiss this case for the following reasons:

- Debtor failed to file a modified plan with notice to creditors; and
- Debtor failed to set a modified plan for hearing with notice to creditors.

Doc. #35.

Under 11 U.S.C. § 1307(c), the court may convert or dismiss a case, whichever is in the best interests of creditors and the estate, for cause. "A debtor's unjustified failure to expeditiously accomplish any task required either to propose or to confirm a chapter 13 plan may constitute cause for dismissal under § 1307(c)(1)." *Ellsworth v. Lifescape Med. Assocs., P.C. (In re Ellsworth)*, 455 B.R. 904, 915 (B.A.P. 9th Cir. 2011). There is "cause" for dismissal under 11 U.S.C. § 1307(c)(1) for unreasonable delay.

The trustee has reviewed the schedules and determined there is a liquidation amount of \$2,304.75, after Trustee compensation. Doc. #35. This liquidation amount is comprised of the value of Debtor's 2019 Kenworth T680 tractor. *Id.* The liquidation value of this case is de minimis. Therefore, dismissal, rather than conversion, serves the interests of creditors and the estate.

Accordingly, the motion will be GRANTED, and the case dismissed.

2. [24-11213](#)-B-13 **IN RE: JEANNE CHRISTENSEN**
[RSW-1](#)

CONTINUED MOTION TO MODIFY PLAN
7-9-2026 [\[86\]](#)

JEANNE CHRISTENSEN/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will be called as scheduled.

DISPOSITION: Objection sustained.

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

This matter was previously heard on August 12, 2026. Doc. #99.

Jeanne Christensen ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated July 9, 2026. Docs. #86, #88. Debtor's current plan was confirmed on December 17, 2024. Doc. #63.

Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the plan for the following reason(s):

1. Debtor is delinquent by \$11,000.00 under the proposed plan as of July 27, 2026, with additional monthly payments of \$11,000.00 accruing.
2. Section 3.05 of the original filed plan failed to make a selection under § 3.05. Therefore, the attorney of record will need to seek approval of their fees through a fee application filed with the court, rather than relying on the no-look fee.

Doc. #94.

In addition, creditor Superior Loan Servicing as servicing agent for Equity Trust Company Custodian FBO Timothy G. Hanagan IRA, and Timothy Hanagan, individually ("SLS") also object to confirmation on the following grounds:

1. Debtor was already delinquent by \$11,025.00, representing three missed plan payments, before this modified plan was filed. Debtor has failed to put on evidence supporting her ability to make the significantly increased plan payment.
2. The proposed plan would impermissibly reduce the interest rate on SLS's fully matured loan from 20.99% to 7.00%. Also, the plan purports to release SLS's mortgage lien upon discharge, but Debtor will not have made all payments owed to SLS by the completion of plan payments.

Doc. #96. On August 12, 2026, the court entered an order continuing this matter and directing Debtor to file a Response to both Objections. Doc. #99. Debtor filed separate Response to each Objection. Docs. ##102-03.

With regard to the Trustee's Objection, Debtor advised that she had paid the July plan payment and would pay the August payment prior to the continued hearing date. Doc. #102. Debtor also requested that the court allow, pursuant to Rule 60, Debtor's retroactive election for payment under the no-look fee without the filing of a separate Rule 60 motion. *Id.* This request will be denied. Debtor will need to make a separate motion under Rule 60 to change the Section 3.05 selection

With regard to SLS's Objection, Debtor reiterates that she anticipates bringing her plan payments current by the continued hearing date. Doc. #103. Debtor further asserts that SLS's lien will mature during the life of the plan, that SLS will be paid in full under the plan, and that Debtor's proposed 7.00% interest rate is reasonable under *Till*.

On August 31, 2026, the Trustee filed a Reply stating that neither of Trustee's Objections had been resolved. Doc. #104. Debtor remains delinquent by \$11,000.00 as of August 31, 2026, with additional payments accruing. *Id.* Trustee also rejects the idea that Debtor can alter the Section 3.05 selections from fee applications to the no-look fee without filing a formal Rule 60 motion. *Id.*

On September 2, 2026, SLS also replied, arguing that Debtor's Amended Schedule I reveals that her new income is only an estimation and that she has no prior earnings from which to forecast any future earnings. Doc. #106. SLS also notes that Debtor began the case with no cash on hand but now proposes to cure a deficiency of at least \$11,000.00 despite only having an estimated monthly net income of 11,193.28. *Id.* SLS also reiterates its *Till* objection. *Id.*

The court agrees with the Trustee that a separate Rule 60 motion is required if Debtor wishes to change the Section 3.05 selection from compensation after fee applications to a no-look fee arrangement.

The court is inclined to SUSTAIN the objections to confirmation of this plan. Hearing in this matter will proceed as scheduled to determine whether Debtor is current in plan payments; to address the alleged evidentiary deficiencies regarding Debtor's new income; and to schedule a hearing, if necessary, as to the proper *Till* rate.

3. [26-12222](#)-B-13 **IN RE: CAROLYN DRENNEN**
[LGT-2](#)

MOTION TO DISMISS CASE
8-12-2026 [\[25\]](#)

LILIAN TSANG/MV
DAVID BOONE/ATTY. FOR DBT.
DISMISSED 8/14/26

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

DISPOSITION: Denied as moot.

ORDER: The court will prepare the order.

On August 12, 2026, Carolyn Drennen ("Debtor") filed a *Notice of Voluntary Dismissal* of the above-styled Chapter 13 case, and the court entered an *Order of Dismissal* two days later. Docs. #30, #32. Accordingly, the Trustee's *Motion to Dismiss* this case will be DENIED as moot.

4. [25-14142](#)-B-13 **IN RE: GENEVIEVE GARCIA**
[EPE-1](#)

MOTION TO MODIFY PLAN
8-5-2026 [\[27\]](#)

GENEVIEVE GARCIA/MV
ERIC ESCAMILLA/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

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

DISPOSITION: Granted.

ORDER: The court will issue an order.

Genevieve Garcia ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated August 5, 2026. Docs. #27, #29. Debtor's current plan was confirmed on February 5, 2026. Doc. #27. The motion requests that the confirmed plan be modified as follows:

1. Plan payments will be \$1,791.46 for months 1-5, \$0.00 per month for months 6-7, and \$1,859.00 per month for months 8-60.

2. The plan is otherwise unchanged.

Compare Doc. #3 and Doc. #29.

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).

The Chapter 13 Trustee, Lilian G. Tsang ("Trustee"), objected to confirmation but subsequently withdrew the Objection. Docs. #36, #38. No party in interest timely filed written opposition. No other party in interest responded, and the defaults of all nonresponding parties will be entered. This motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

5. [26-12042](#)-B-13 **IN RE: BADER ALOMAR**
[RSW-1](#)

CONTINUED MOTION TO CONFIRM PLAN
7-6-2026 [\[20\]](#)

BADER ALOMAR/MV
ROBERT WILLIAMS/ATTY. FOR DBT.

TENTATIVE RULING: This matter will be called as scheduled.

DISPOSITION: Denied.

ORDER: The court will prepare the order.

Bader Alomar ("Debtor") moves for an order confirming the *First Modified Chapter 13 Plan* dated July 6, 2026. Docs. #20, #22. No plan has been confirmed so far.

Secured Creditor Richard L. Burns, Trustee of the Richard L. Burns Employees' Retirement Trust ("Burns") objected to confirmation on the following grounds:

1. The proposed plan states in section 7.01 that payments to Burns "shall begin in month 8" and that "Debtor intends to sell the property or obtain funds from his family to pay off this loan by month 12." Debtor has not provided any evidence of how he intends to complete this part of the plan – no evidence or declarations from family regarding their intent and ability to pay off the loan, or under what terms he intends to "obtain funds" from his family to pay off the loan. Debtor must provide some evidence demonstrating how he intends to fulfill this term of the Plan.
2. Debtor does not maintain insurance coverage on the property which secures the debt owed to Burns.

Doc. #28. On August 30, 2026, Debtor filed a Response stating as follows:

1. Debtor asserts that he will be able to make the plan payments. Exhibit "A" is the record of the monthly payments of \$12,500 each, totaling \$223,500, Debtor made payments until Creditor stopped accepting payments in 2025. Exhibit "B" is a letter from the Debtor's cousin in Saudi Arabia that he will pay \$12,000 monthly to the Debtor. Creditor has requested additional proof of the cousin's financial stability, but his cousin has declined to do so because of the war in the Middle East.
2. Creditor has requested that insurance be obtained on the property, even though it is 1900 acres of vacant land, except for a farmhouse built in 1951. The majority of the value in the property is the land, not the farmhouse. It would seem that a mortgage holder on the property would have little exposure. Nevertheless, Debtor has sought insurance.

Doc. #35. On August 2, 2026, Burns filed a Reply stating *inter alia* that Debtor's Response was untimely, that the Excel printout contained in Exhibit A is inaccurate and fails to disclose certain delinquencies in payments. Doc. #37.

In *In re Deutsch*, a case from the Central District of California, the court identified several factors commonly considered in determining the feasibility of chapter 13 plans which depend on contribution payments from non-debtors:

1. the non-debtor's relationship to the debtor and motivation in making the contributions;
2. the non-debtor's long and undisputed history of making the contributions or otherwise providing support for the debtor;
3. the unqualified commitment of the non-debtor to make the contributions in a specific amount for the duration of the chapter 13 plan; and
4. the financial ability of the non-debtor to make the proposed contributions, including expenses and liabilities of the non-debtor that might take precedence over the contributions.

529 B.R. 308, 312-13 (Bankr. C.D. Cal. 2015).

"The Debtor, as the chapter 13 plan proponent, has the burden of proof on all elements of plan confirmation." Meyer v. Hill (In re Hill), 268 B.R. 548, 552 (B.A.P. 9th Cir. 2001). Therefore, the debtor bears the burden of providing admissible evidence to support each of the relevant factors and prove that a contribution payment is sufficiently reliable to render a proposed chapter 13 plan feasible.

Id. Here, the only evidence as to any of the *Deutsch* factors comes from the letter alluded to in the first paragraph of Debtor's response. Doc. #35. That exhibit purports to be from Debtor's cousin, Abdulmohsen Al-Nashmi ("Al-Nashmi"), who claims on his own behalf and that of Sabq Real Estate Development Company ("Sabq") that he will provide ongoing financial support in the amount of \$12,000.00 (U.S. dollars) per month to Debtor. Doc. #36 (Exhibit B). The address at the bottom of this letter indicates that Al-Nashmi is writing from Riyadh, Saudi Arabia. *Id.*

This letter is not a signed declaration, is not sworn under oath, and is not supported by any documentary evidence of Al-Nashmi's ability to provide such support or how and when payments will be made. There is no indication of Al-Nashmi's motivation in making the contributions. There is no evidence that Al-Nashmi has ever contributed to Debtor previously, let alone a long and undisputed history. The letter says that Al-Nashmi's support will be "provided on a continuous basis" but does not indicate any awareness on the part of Al-Nashmi that this is a 60-month plan and, consequently, a five-year commitment on his part. Finally, there is no evidence presented regarding Al-Nashmi's expenses, liabilities, or general financial ability to make the proposed payments.

The Response also states that Al-Nashmi has declined direct requests by Burns for proof of Al-Nashmi's financial stability because of the current ongoing military conflict in the Middle East between the United States and Iran. The court has doubts that a third-party financial backer who cannot provide proof of ability to pay due to "the war" would nevertheless be able to provide \$12,000.00 per month over the life of the plan despite the current ongoing hostilities which show little sign of abating any time soon.

In short, the plan's feasibility rests on Al-Nashmi's willingness and ability to essentially cover Debtor's monthly plan payments, and there is no admissible evidence demonstrating that fact.

Also, while the Response asserts that "Debtor has sought insurance," that obviously falls short of providing evidence that the subject property is insured.

For the foregoing reasons, the court is inclined to DENY this motion.

6. [26-13242](#)-B-13 **IN RE: ALEJANDRA MARIN**
[CAE-1](#)

AMENDED ORDER TO SHOW CAUSE - FAILURE TO FILE DOCUMENTS RE:
DISCLOSURE OF ATTORNEY COMPENSATION
8-11-2026 [\[28\]](#)

MICHAEL KWASIGROCH/ATTY. FOR DBT.

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

DISPOSITION: Vacated and dropped from the calendar.

ORDER: The court will prepare the order.

On July 21, 2026, the Clerk of the court issued an *Order to Show ("OSC") Cause re Imposition of Sanctions for Failure of Debtor's Attorney to File Disclosure of Compensation* directing Michael D. Kwasigroch ("Attorney"), counsel for Alejandra Marin ("Debtor") to appear at a hearing originally set for August 26, 2026, and show cause why sanctions should not be imposed on debtor's attorney or other appropriate relief ordered in this bankruptcy case for the failure to timely file the Disclosure Form. Doc. #16. After the deficient filing was cured as to all required documents other than the still-missing Disclosure Form, a subsequent OSC was filed resetting a hearing regarding the failure to file the Disclosure Form for September 9, 2026. Doc. #28.

On September 8, 2026, Debtor through Attorney filed a *Disclosure of Compensation of Attorney for Debtor* reflecting that Attorney agreed to accept \$12,300.00 for legal services and reimbursement of costs, of which Attorney had received \$3,500.00 prepetition with a balance of \$8,800.00 still owing. Doc. #34.

Accordingly, the OSC is hereby VACATED and this matter will be DROPPED from the calendar.

7. [24-23150](#)-B-13 **IN RE: BRITTANY BUTLER**
[CRG-1](#)

MOTION TO MODIFY PLAN
7-28-2026 [\[43\]](#)

BRITTANY BUTLER/MV
CARL GUSTAFSON/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

On August 11, 2026, Brittany Butler ("Debtor") filed her *Second Modified Chapter 13 Plan*. Doc. #81. Accordingly, this *Motion to*

Modify which seeks confirmation of the Plan dated July 28, 2026, will be DENIED as moot.

8. [26-10755](#)-B-13 **IN RE: VICKY STEWART**
[TCS-2](#)

MOTION TO CONFIRM PLAN
8-5-2026 [\[58\]](#)

VICKY STEWART/MV
TIMOTHY SPRINGER/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.

Vicky Stewart ("Debtor") moves for an order confirming the *Second Modified Chapter 13 Plan* dated August 3, 2026. Docs. #58, #63. No plan has been confirmed so far. The motion requests that the confirmed plan be modified as follows:

1. Debtor to make aggregate payments of \$2,900.00 for months 1-4 and monthly payments of \$1,450.00 for months 1-5. All Creditors to receive and retain all amounts paid prior to the filing of the plan.
2. The Chapter 13 Trustee will create a post-petition arrearage account to ensure that the Class 1 Creditor Fay Servicing LLC ("Fay") will receive 60 payments before the plan is completed.
3. All payments under the plan will commence after month 3.
4. The plan appears to be otherwise unchanged.

Compare Docs. #10 and #63.

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

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

9. [24-20256](#)-B-13 **IN RE: JUAN CUEVAS PELAYO AND FRANCINE CUEVAS**
[JDS-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-10-2026 [\[39\]](#)

NEWREZ LLC/MV
CATHERINE KING/ATTY. FOR DBT.
JACQUELINE SERRAO/ATTY. FOR MV.
RESPONSIVE PLEADING

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.

Specialized Loan Servicing LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to 1890 Canyon Road, Redding, California 96001 ("Property"). Doc. #39. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

As an informative matter, the notice did not comply with LBR 9014-1(d)(3)(B)(i), which requires the notice of hearing to include the names and addresses of persons who must be served with any opposition. Here, the Notice only directed that written opposition be served upon Movant. 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." Counsel is advised to review the local rules and ensure procedure compliance in subsequent matters. Doc. #40. In this instance, the Chapter 7 Trustee responded to the motion and did not oppose because the claim at issue is currently a Class 4 claim to be paid outside the plan. The court is willing to overlook these defects in the absence of any objections.

Juan Carlos Cuevas Pelayo and Francine Danielle Cuevas ("Debtors") also did not oppose. No other 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 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 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).

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have failed to make at least three (3) post-petition payments. The Movant has produced evidence that Debtors are delinquent at least \$4,170.92 and the entire balance of \$153,861.80 is due. Docs. ##41-43.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) 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 three (3) post-petition payments to Movant.

10. [24-10360](#)-B-13 **IN RE: REBECCA SAVALA**
[LGT-2](#)

MOTION TO DISMISS CASE
8-7-2026 [\[66\]](#)

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

TENTATIVE RULING: This matter will be called as scheduled.

DISPOSITION: Granted or denied without prejudice.

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

Chapter 13 trustee Lilian G. Tsang ("Trustee") moves to dismiss this case for cause under 11 U.S.C. § 1307(c)(1) for unreasonable delay by the debtor that is prejudicial to creditors and § 1307(c)(6) and failure to make all payments due under the plan. Doc. #66.

As of August 7, 2026, Rebecca Sophia Savala ("Debtor") has failed to make all payments due under the plan and Debtor is delinquent \$1,232.00. Doc. #68. Before the hearing on this motion, an additional payment of \$608.00 will become due on August 25, 2026, for a total of \$1,840.00 due before the hearing.

Debtor timely filed written opposition averring to make payment to the Trustee by September 7, 2026. Doc. #71.

This matter will be called as scheduled to inquire whether Debtor has cured the delinquency. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and will proceed as scheduled. The failure of the creditors, the U.S. Trustee, or any other party in interest except Debtor to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest except Debtor are entered. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987).

Under 11 U.S.C. § 1307(c), the court may convert or dismiss a case, whichever is in the best interests of creditors and the estate, for cause. "A debtor's unjustified failure to expeditiously accomplish any task required either to propose or to confirm a chapter 13 plan may constitute cause for dismissal under § 1307(c)(1)." *Ellsworth v. Lifescape Med. Assocs., P.C. (In re Ellsworth)*, 455 B.R. 904, 915 (B.A.P. 9th Cir. 2011). There is "cause" for dismissal under 11 U.S.C. § 1307(c)(1) and (c)(6) for unreasonable delay that is prejudicial to creditors and failure to make all payments due under the plan.

After reviewing Debtor's schedules, Trustee has determined that Debtor's significant assets, vehicles and real property but are over encumbered. Debtor has claimed exemptions in the remaining assets. Because there is no equity to be realized for the benefit of the estate, dismissal, rather than conversion to chapter 7, is in the best interests of creditors and the estate. Doc. #66.

As noted above, Debtor intends to make a payment of \$1,840.00 September 7, 2026, to cure the delinquency. This matter will be called as scheduled to inquire whether Debtor has cured the delinquency. If so, this motion may be DENIED WITHOUT PREJUDICE. Otherwise, the motion may be GRANTED, and the case dismissed.

11. [23-23865](#)-B-13 **IN RE: ROBERT MAYER**
[AB-2](#)

MOTION TO MODIFY PLAN
7-31-2026 [\[43\]](#)

ROBERT MAYER/MV
AUGUST BULLOCK/ATTY. FOR DBT.
RESPONSIVE PLEADING

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.

Robert Mayer ("Debtor") moves for an order confirming the *Second Modified Chapter 13 Plan* dated July 31, 2026. Docs. #43, #49. Debtor's current plan was confirmed on June 10, 2025. Doc. #41.

No party has timely objected.

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

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

1. The 2021 Ford Mustang, which secured the claim of Class 4 Creditor Ally Financial and which was paid directly by Debtor pursuant to Section 3.10 of the confirmed plan, will be surrendered to the creditor. The estimated deficiency is \$2,000.00.
2. The plan is otherwise unchanged.

Compare Doc. #35 and Doc. #49.

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

12. [25-25570](#)-B-13 **IN RE: SETH NORMAN**
[DPC-3](#)

CONTINUED MOTION TO DISMISS CASE
4-13-2026 [\[47\]](#)

DAVID CUSICK/MV
PETER MACALUSO/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.

On August 26, 2026, the court issued a ruling in this matter stating
as follows:

On August 19, 2026, Seth Norman ("Debtor") filed a Reply Opposition to the Trustee's Objection to Confirmation of the Chapter 13 Plan dated July 21, 2026. Doc. #106. Debtor conceded the validity of Trustee's objections and "accept[ed] denial of the Motion to Confirm the July 21, 2026, plan and stated that an Amended Plan would be filed within three weeks. Id. While the court shares the Trustee's concerns about the fact that no plan has been confirmed yet in a case filed over ten months ago, in light of Debtor's response, a three-week continuance is acceptable, albeit as Debtor's last bite at the apple. This matter is hereby CONTINUED to September 9, 2026, at 9:30 a.m. If Debtor fails to file a confirmable plan or else dismiss or convert this case by the continued hearing date, this Motion to Dismiss may be granted without further hearing.

Doc. #107. Debtor has not filed a new plan within the three-week grace period allowed by the court. Accordingly, consistent with this court's order dated August 26, 2026, this motion is GRANTED and this case is DISMISSED.

13. [21-12394](#)-B-13 **IN RE: FELIX/RAMONA LEDESMA**
[LGT-1](#)

MOTION UNDER RULE 3002-1(G) (4) TO DETERMINE FINAL CURE AND
PAYMENT OF THE MORTGAGE CLAIM. RE: JH RESIDENTIAL WHOLE LOAN
TRUST. (CLAIM NO. 6)
8-10-2026 [[124](#)]

LILIAN TSANG/MV
SCOTT LYONS/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.

Chapter 13 trustee Lillian G. Tsang ("Trustee") moves under Rule 3002.1(g) (4) to determine the final cure and payment of the mortgage claim held by JH Residential Whole Loan Trust c/o Shellpoint Mortgage Servicing ("Shellpoint"). Doc. #124. The Debtors are Felix and Ramona Ledesma ("Debtors").

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 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 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.

Federal Rule of Bankruptcy Procedure ("Rule") 3002.1(f) requires the trustee, within 30 days after completion of payments under the plan, to file and serve on the claim holder, debtor, and debtor's counsel a notice stating that the debtor has paid in full the amount required to cure any default on a claim.

Rule 3002.1(g) provides that within 21 days after service of the notice under subdivision (f), the holder shall file and serve on the debtor, debtor's counsel, and the trustee, a statement indicating: (1) whether it agrees that the debtor has paid in full the amount required to cure the default on the claim; and (2) whether the

debtor is otherwise current on all payments consistent with 11 U.S.C. § 1322(b) (5).

Rule 3002.1(h) provides, on motion by the trustee filed within 21 days after service of the statement under subdivision (g), the court shall, after notice and a hearing, determine whether the debtor has cured the default and paid all required post-petition amounts.

Trustee filed a *Notice of Disbursements Made* pursuant to Rule 3002.1(g)(1) on May 27, 2026. Doc. #102. Shellpoint filed its Response on June 26, 2026, stating that no prepetition or post-petition arrearages were owing in this case. Doc. #119. The Response did indicate that there was (a) an unpaid principal balance of \$0.01, (b) unapplied funds or funds held in suspense in the amount of \$0.02, and (c) unpaid fees, charges, expenses, negative escrow amounts, and/or costs still owing in the amount of \$1,887.50. *Id.*

On August 10, 2026, Trustee filed the instant motion, stating that the \$0.01 unpaid balance would be paid in full from the unapplied fees. Doc. #124. The Trustee also notes that the total amount to be paid towards this debt (\$15,000.00) in order to pay it in full was fixed through a Stipulation between Debtors and former creditor Wilmington Savings Fund Society, FSB ("Wilmington") approved by this court on June 28, 2022 (see Doc. #64), and that stipulation contained no provisions for the Debtors to pay any amounts beyond \$15,000.00 on account of attorney's fees, costs, or expenses. Doc. #124.

Since the Stipulation was approved, the underlying claim was transferred, first to JH Residential Whole Loan Trust c/o Specialized Loan Servicing, LLC ("JH Residential") on May 17, 2023, and then to Shellpoint on August 8, 2024. *Id.* On June 26, 2026, Shellpoint filed its Response to the *Notice of Disbursements Made*, which asserted an entitlement to \$1,887.50 for additional fees, charges, expenses, negative escrow amounts, or costs remaining due and owing. Doc. #119.

The records supplied by Trustee as Exhibits indicate that Trustee began making payments to Wilmington from December 31, 2021, through March 31, 2023, and then to JH Residential and/or Shellpoint from May 23, 2023, through January 30, 2026. Doc. #127 (Exhibit A). These records indicate that the total disbursement made towards Wilmington or its successors was \$15,000.00. *Id.*

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Pursuant to Rule 3002.1(i), Creditor and its successors in interest will be precluded from presenting any omitted information because it was required to be provided in the response to the *Notice of Final Cure* under Rule 3002.1(g). Debtors have cured the default and the claim of Wilmington and/or Shellpoint has been paid in full.

11:00 AM

1. [25-11447](#)-B-7 **IN RE: LONNIE/VERONICA GARDNER**
[25-1039](#)

PRE-TRIAL CONFERENCE RE: COMPLAINT TO DETERMINE THE
DISCHARGEABILITY OF CERTAIN DEBT AND REVOCATION OF DISCHARGE
7-25-2025 [[1](#)]

MEDFORD CONSTRUCTION, INC. V. GARDNER ET AL
PETER SAUER/ATTY. FOR PL.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

On August 11, 2026, judgment was entered in the above-styled
adversary proceeding, and the adversary proceeding was later closed
on August 31, 2026. Doc. #183; docket generally. Accordingly, this
Pre-Trial Conference is CONCLUDED and will be DROPPED from the
calendar.

2. [26-12661](#)-B-7 **IN RE: ALICIA INGRAM**
[26-1035](#) [ANI-3](#)

CONTINUED MOTION TO RESTRICT OR REDACT PUBLIC ACCESS RE
AND/OR MOTION FOR EMERGENCY PRE-FILING SERVICE WAIVER OR
COURT-DIRECTED ALTERNATIVE SERVICE
8-13-2026 [[45](#)]

INGRAM V. UNITED STATES DEPARTMENT OF EDUCATION ET AL

NO RULING.

3. [24-24267](#)-B-7 **IN RE: RIKI TROWE**
[25-2135](#) [CAE-1](#)

STATUS CONFERENCE RE: AMENDED COMPLAINT
7-22-2026 [\[87\]](#)

FARRIS V. MARRON ET AL
J. CUNNINGHAM/ATTY. FOR PL.

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

DISPOSITION: Continued to October 7, 2026, at 11:00 a.m.

ORDER: The court will prepare the order.

It is hereby ORDERED that this Status Conference is CONTINUED to October 7, 2026, at 11:00 a.m. to be heard in conjunction with the *Motion to Dismiss Defendant Nolan Trowe* which is set for that date.