



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

Hearing Date: Thursday, September 10, 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. [26-13500](#)-B-11 **IN RE: FRESNO HOTELIERS, LLC**
[DCJ-2](#)

MOTION TO EXTEND DEADLINE TO FILE SCHEDULES OR PROVIDE
REQUIRED INFORMATION.
8-24-2026 [\[22\]](#)

FRESNO HOTELIERS, LLC/MV
DAVID JOHNSTON/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.

Fresno Hoteliers, LLC ("Debtor"), through its counsel, David C. Johnston ("Johnston"), moves for an additional fourteen (14) days in which to file new case documents in the above-styled Chapter 11, Subchapter V case. Doc. #22. The motion is supported by Johnston's declaration, which attests to the necessity of additional time to file the tardy documents. Doc. #24. Specifically, Johnston points to the complexity of the case, language and cultural barriers between Johnston and Debtor's members who are from Bangladesh, and Johnston's own life complications arising from the recent and sudden death of a close friend. *Id.* Debtor requests that the current August 26, 2026, deadline for filing the required documents be extended to September 8, 2026. *Id.*

Fed. R. Bankr. P. 1007(c) (7) states as follows:

Extending the Time to File. Except as § 1116(3) provides otherwise, the court, on motion and for cause, may extend the time to file a document under this rule. The movant must give notice of the motion to:

- the United States trustee;
- any committee elected under § 705 or appointed under § 1102; and
- any trustee, examiner, and other party as the court orders.

If the motion is granted, notice must be given to the United States trustee and to any committee, trustee, and other party as the court orders.

Here, the U.S. Trustee was served, no committee has been elected or appointed as of this date, and the court has not ordered that anyone else receive notices regarding this case. The court is inclined to

consider the reasons given by Debtor and Johnston for the delay constitutes "cause" under Rule 1007(c)(7).

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.

2. [20-10809](#)-B-11 **IN RE: STEPHEN SLOAN**
[WF-46](#)

MOTION FOR COMPENSATION FOR TERRENCE J. LONG, OTHER
PROFESSIONAL(S)
8-13-2026 [[947](#)]

TERRENCE LONG/MV
PETER FEAR/ATTY. FOR DBT.
DANIEL EGAN/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: The moving party will prepare the order in
conformance with the opinion below.

Chapter 11 Plan Administrator Terrence J. Long ("Applicant") in the above-styled Chapter 11 case, comes before the court on Applicant's Seventh Interim Application for Fees and Expenses Pursuant to 11 U.S.C. § 331. Doc. #947 *et seq.* The Application requests attorney fees in the amount of **\$15,523.75** and expense reimbursement in the amount of **\$46.41**, for a total award of **\$15,570.16**. *Id.*

The court confirmed Applicant as the Plan Administrator in this case in an order dated February 2, 2022. Doc. #483. This court has previously awarded interim fees and expenses as follows:

Application	Date Granted	Doc. #	Fees	Costs
First	10/18/23	618	\$38,391.50	\$0.00
Second	7/17/24	715	\$27,868.75	\$20.77
Third	10/29/24	775	\$20,371.75	\$59.75
Fourth	5/5/25	848	\$9,653.00	\$0.00
Fifth	12/29/25	881	\$13,774.50	\$18.90
Sixth	4/24/26	927	\$12,829.20	\$87.84

This Application covers services rendered from March 1, 2026, through July 31, 2026. Doc. #947 *et seq.* Included with the

Application is a Declaration signed by the Administrator evincing his consent to this fee application. Doc. #957. Applicant included billing records indicating that he billed for 58.2 hours at a rate of \$275.00 per hour, though he billed only \$137.50 per hour for time related to business travel. Doc. #949. Applicant also incurred expenses in the amount of \$46.41, which consists of travel reimbursement. *Id.*

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 will be entered. This motion will be GRANTED.

The Application is accompanied by: (a) exhibits containing an invoice dated August 1, 2026, and a summary of fees by category and (b) a declaration from the Plan Administrator. Docs. #949, #957.

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).

The services provided by the Applicant described above and the expenses incurred were fully detailed in the exhibits accompanying the Application and have been reviewed by the court, which finds them to be reasonable, actual, and necessary. The work performed included but was not limited to: case administration; asset disposition; meetings and communications with creditors; fee/employment applications; non-working travel; and claims administration. Doc. #949. The court finds these services were actual and necessary to the estate, and the fees are reasonable and consistent with § 326(a).

No party in interest has responded in opposition. This motion will be GRANTED. Applicant will be awarded **\$15,523.75** in fees and **\$46.41**

in expenses on an interim basis. The Administrator is authorized to pay the allowed fees and expenses totaling **\$15,570.16** from property of the estate as such funds become available.

3. [20-10809](#)-B-11 **IN RE: STEPHEN SLOAN**
[WF-47](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF WILKE FLEURY
LLP FOR DANIEL L. EGAN, OTHER PROFESSIONAL(S)
8-13-2026 [[950](#)]

PETER FEAR/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Daniel Egan ("Egan") on behalf of Wilke Fleury LLP ("Applicant"), counsel for Chapter 11 Plan Administrator Terence J. Long ("Administrator") in the above-styled Chapter 11 case, comes before the court on Applicant's *Seventh Interim Application for Fees and Expenses* pursuant to 11 U.S.C. § 331. Doc. #950 et seq. The Application requests attorney fees in the amount of **\$35,070.50**, plus expenses in the amount of **\$627.49**. *Id.*

This is the Seventh Interim Application brought by this Applicant, and it covers services rendered from March 1, 2026, through July 31, 2026. *Id.* Included with the Application is a Declaration signed by the Administrator evincing his consent to this fee application. Doc. #911.

Applicant's employment was approved by an order of the court dated October 21, 2022. Doc. #573. This court previously awarded fees and expenses as follows:

Application	Date	Fees	Expenses	Docket
First	10/18/23	\$61,248.50	\$7.05	#617
Second	7/17/24	\$70,083.50	\$1,433.03	#714
Third	11/1/24	\$71,191.00	\$3,439.00	#783
Fourth	5/5/25	\$38,665.50	86.23	#847
Fifth	11/13/25	\$32,735.50	\$571.31	#861
Sixth	4/24/26	\$41,615.00	\$2,912.46	#926

Docket generally.

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 will be entered. This motion will be GRANTED.

The Application is accompanied by: (a) a Declaration from Egan, (b) a statement of consent to the fees by the Plan Administrator, and (c) exhibits consisting of a copy of the order approving Applicant's employment, Applicant's invoice, and biographies of Applicant's counsel working on this case. Docs. ##952-54. In addition, the motion included a narrative summary of the services provided in this case and a summary of the work performed and the expenses incurred. Doc. #950.

The moving papers indicate that Applicant incurred **72.20** hours of legal fees as follows:

Attorneys	Hourly Rate	Hours	Total Fees
Daniel Egan	\$595.00	27.00	\$16,065.00
Jason Eldred	\$450.00	38.90	\$17,505.00
Stephanie M. Douglas	\$235.00	6.30	\$1,480.50
Total		72.20	\$35,050.50

Docs. #950, #953 (Exh. B). Applicant also incurred expenses as follows:

Data Tree Property Research	\$23.13
Postage	\$495.04
FedEx Delivery	\$32.32
Certified Copies	\$77.00
Total	\$627.49

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).

The services provided by the Applicant described above and the expenses incurred were fully detailed in the exhibits accompanying the Application and have been reviewed by the court, which finds them to be reasonable, actual, and necessary. The legal work performed included but was not limited to: administration; asset analysis and recovery/disposition; and fee/employment applications. Docs. #950, #953. The court finds these services were actual and necessary to the estate, and the fees are reasonable and consistent with § 326(a).

No party in interest has opposed the motion, which will be GRANTED. Applicant will be awarded **\$35,050.50** in fees and **\$627.49** for expenses for a total award on this Application of **\$35,677.99**. Id. The Administrator is authorized to pay the allowed fees and expenses from property of the estate as such funds become available.

4. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**
[BB-4](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF BURNS BAIR LLP
FOR JESSE J. BAIR, CREDITOR COMM. ATY(S)
8-7-2026 [[966](#)]

HAGOP BEDOYAN/ATTY. FOR DBT.
JESSE BAIR/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: The moving party will prepare an order in congruence with this opinion.

Burns Bair LLP ("Applicant"), special insurance counsel for the Official Committee of Unsecured Creditors ("the Committee") in the above-captioned case, requests interim compensation of fees and reimbursement of expenses pursuant to 11 U.S.C. §§ 105(a), 328 and 331 for the period of May 1, 2026, through and including June 30, 2026 ("the Application Period"). Doc. #966.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors, the chapter 13 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.

RCBF commenced this case on July 1, 2025. Doc. #1. Applicant's retention as special insurance counsel for the Committee was authorized pursuant to 11 U.S.C. §§ 327(a) and 329-31 on February 27, 2026, effective as of January 14, 2026. Doc. #614.

This is Applicant's Third Interim Fee Application. Applicant filed its first Interim Fee Application (DCN BB-2) on June 5, 2026, and the court denied that application without prejudice for procedural errors. Docs. #816, #822. Applicant filed a Second Interim Fee Application (DCN BB-3) on July 9, 2026, and the court granted the application, awarding \$8,095.00 in fees and \$644.14 in reimbursement for a total award of \$8,739.14. Docs. #871, #979.

Applicant requests fees for **58.10** billable hours of legal services totaling **\$37,967.00** in fees. Doc. #969 (Exhibit B). The attorneys and other professionals and their billing rates are identified in the moving papers. Docs. #966, #968-69.

Applicant also incurred **\$3,196.04** in expenses consisting of various travel expenses and \$300.00 for a pro hac vice application. *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). The previous interim compensation awards under 11 U.S.C. § 331 are subject to final review under § 330.

Applicant's services include but are not limited to: Committee meetings; fee applications; general administration; hearings; and insurance recovery activities. Docs. #966, #968-69. The court finds the services and expenses listed in the moving papers to be reasonable, actual, and necessary.

No party in interest opposes the application, and this motion will be GRANTED. Applicant will be awarded **\$36,967.00** in fees as reasonable compensation for services rendered and **\$3,196.04** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. §§ 330 and 331. Debtor will be authorized to pay

Applicant a total of **\$40,163.03** for fees and expenses for this Application Period.

5. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**
[FTI-4](#)

MOTION FOR COMPENSATION FOR FTI CONSULTING, INC.,
OTHER PROFESSIONAL(S)
8-7-2026 [[956](#)]

FTI CONSULTING, INC./MV
HAGOP BEDOYAN/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.

FTI Consulting, Inc., together with its wholly owned subsidiaries (collectively "Applicant" or "FTI"), financial advisor for the Official Committee of Unsecured Creditors in the above-captioned case (the "Committee"), requests interim compensation under 11 U.S.C. §§ 330 and 331 in the sum of **\$109,504.00**. Doc. #956. This amount consists of **\$109,504.00** in fees and **\$0.00** in expenses from **May 1, 2026, through June 30, 2026** ("the Application Period"). *Id.*

This Application is supported by the declaration of Conor P. Tully, Senior Managing Director for FTI and by exhibits which include, *inter alia*, billing records for the representation. Docs. ##958-59.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors, the chapter 13 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.

RCBF commenced this case on July 1, 2025. Doc. #1. Applicant's retention as financial advisor for the Committee was authorized pursuant to 11 U.S.C. §§ 327(a) and 329-31 on August 4, 2025, effective as of the petition date. Doc. #188. The Committee retained Applicant for financial advice through an order approving the motion for employment seeking retroactive employment for all work performed by FTI from the petition date through the date of the hearing. Doc. #403.

This is FTI's third request for compensation. On May 10, 2026, the court granted FTI's first fee application filed on April 23, 2026, awarding \$282,329.45 in fees and \$0.00 in expenses on an interim basis. Doc. #760. On July 14, 2026, the court granted FTI's second fee application filed on June 5, 2026, awarding \$99,828.00 and \$0.00 in expenses on an interim basis. Doc. #902.

Applicant requests fees for **185.6** billable hours of legal services totaling **\$143,769.50**, less a voluntary reduction of **\$34,265.50**, for a total award sought in the amount of **\$109,504.00**. Docs. #959 (Exhibit B). The specific professionals who billed during this Application Period and their hourly rates are identified in the moving papers. Docs. #956, ##958-59. Applicant does not seek expense reimbursement in this application.

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 included but are not limited to: current operating results & events; cash & liquidity analysis; asset analysis; real estate issues; POR & DS - analysis, negotiation and formulation; case management; general meetings with Debtor and Debtor's professionals; general meetings with Committee and Committee counsel; and preparation of the fee application. The court finds the services and expenses reasonable, actual, and necessary.

No party in interest opposes the application, and this motion will be GRANTED. After the reduction requested by the UST is applied, Applicant will be awarded **\$109,504.00** in fees as reasonable compensation for services rendered and **\$0.00** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. §§ 330 and 331. Debtor will be authorized to pay Applicant a total of **\$109,504.00** for fees and expenses for the Application Period.

6. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**
[SRR-3](#)

MOTION FOR COMPENSATION FOR STOUT RISIUS AND ROSS LLC,
OTHER PROFESSIONAL(S)
8-7-2026 [\[961\]](#)

STOUT RISIUS ROSS, LLC/MV
HAGOP BEDOYAN/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The moving party will prepare an order in congruence
with this opinion.

Stout Risius Ross LLC ("Stout"), expert consultant on valuation of sexual abuse claims for the Official Committee of Unsecured Creditors in the above-captioned case (the "Committee"), requests interim compensation of fees and reimbursement of expenses incurred as valuation expert for the Committee pursuant to 11 U.S.C. §§ 105(a), 328, and 331 for the period of May 1, 2026, through and including June 30, 2026 (the "Application Period"). Doc. #961.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors, the chapter 13 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.

RCBF commenced this case on July 1, 2025. Doc. #1. Applicant's retention as expert consultants for the Committee was authorized pursuant to 11 U.S.C. §§ 327(a) and 329-31 on February 27, 2026, effective as of January 28, 2026. Doc. #613.

Applicant requests fees for **151.30** billable hours of legal services totaling **\$60,956.50** in fees. Doc. #964 (Exhibit B). The attorneys

and other professionals and their billing rates are identified in the moving papers. Docs. #961, ##963-64.

Applicant does not request expense reimbursement in this application.

On August 28, 2026, Applicant filed a Notice of Voluntary Fee Reduction advising that, after communications with the U.S. Trustee, Applicant would voluntarily reduce the fees requested by \$1,500.00 from \$60,956.50 to **\$59,456.50**.

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). The previous interim compensation awards under 11 U.S.C. § 331 are subject to final review under § 330.

Applicant's services include, but are not limited to: analysis of settlements, verdicts, and victim compensation funds; claimant file analysis; communication with counsel; insurance coverage allocation model development and reporting; and valuation model development and reporting. Docs. #961, ##963-64. The court finds the services and expenses listed in the moving papers to be reasonable, actual, and necessary.

No party in interest opposes the application, and this motion will be GRANTED. Applicant will be awarded **\$59,456.00** in fees as reasonable compensation for services rendered and **\$0.00** in reimbursement of actual, necessary expenses on an interim basis under 11 U.S.C. §§ 330 and 331. Debtor will be authorized to pay Applicant a total of **\$59,456.00** for fees and expenses for this Application Period.

7. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**
[STI-7](#)

CONTINUED MOTION FOR EXPENSES INCURRED BY COMMITTEE MEMBER
G.M. TO ATTEND MEDIATION
7-9-2026 [\[867\]](#)

OFFICIAL COMMITTEE OF UNSECURED CREDITORS/MV
HAGOP BEDOYAN/ATTY. FOR DBT.
EDWIN CALDIE/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: Committee counsel to prepare conforming order.

This matter was previously heard on August 11, 2026. Doc. #973.

Committee Member G.M. ("G.M." or "Movant"), a member of the Official Committee of Unsecured Creditors in the above-captioned case (the "Committee"), moves for interim reimbursement of expenses (the "Application") incurred to travel and attend mediation in Los Angeles, California, for the time-period of June 28-July 1, 2026 (the "Application Period"). Doc. #973.

No party in interest opposes this motion, which was originally heard on August 11, 2026. Doc. #973. However, the court continued the matter to September 10, 2026, to afford Movant additional time to provide evidentiary support for the motion. *Id.* Movant provided that evidentiary support by way of a Declaration filed on August 21, 2026. Doc #984.

11 U.S.C. § 503(b) (3) (F) states:

(b)After notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including—

...

(3)the actual, necessary expenses, other than compensation and reimbursement specified in paragraph (4) of this subsection, incurred by—

...

(F)a member of a committee appointed under section 1102 of this title, if such expenses are incurred in the performance of the duties of such committee[.]

11 U.S.C. § 503(b) (3) (F) .

Movant seeks reimbursement for expenses, mainly in the form of meals and taxi services incurred during the Application in connection with

a "mediation" conducted in Los Angeles, California over that three-day period. Docs. #867, 938. The total reimbursement sought is **\$125.18**. *Id.* G.M. asks the court to authorize payment to Stinson LP \$125.18. as approved expenses out of available funds of the estate. *Id.*

G.M.'s declaration clarifies that G.M. attended mediation in his capacity as member of the Committee and that the receipts included in Exhibit B to the motion reflect expenses he incurred while traveling to and attending the mediation. Doc. #983. These include: (a) three Lyft receipts for travel to and from the airport and to a dinner meeting with counsel and other Committee members and (b) three receipts for relatively small purchases G.M. made at his hotel. Docs. #869, #983.

The court is satisfied that the declaration and exhibits are sufficient to show G.M.'s entitlement to the requested reimbursement. This motion is GRANTED. Debtor is directed to pay **\$125.18** to the law firm of Stinson LLP, which shall thereafter send the reimbursement to G.M.

8. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**
[STI-8](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF STINSON LLP
FOR EDWIN H. CALDIE, CREDITOR COMM. ATY(S)
8-7-2026 [\[951\]](#)

HAGOP BEDOYAN/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.

Stinson LLP ("Stinson"), counsel for the Official Committee of Unsecured Creditors in the above-captioned case (the "Committee"), requests interim compensation under 11 U.S.C. §§ 330 and 331 in the sum of **\$153,803.30**. Doc. #951. This amount consists of **\$152,900.00** in fees and **\$903.30** in expenses from **May 1, 2026, through June 30, 2026** ("the Application Period"). *Id.*

The Application is supported by the declaration of Edwin H. Caldie, counsel for the Committee ("the Caldie Declaration"), and by exhibits consisting of the attorney fee budget, Stinson's invoices for the Application Period, a Summary of Customary and Comparable Compensation. Docs. ##953-54.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Fed. R. Bankr. P. ("Rule") 2002(a)(6). The failure of the creditors, the chapter 13 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.

RCBF commenced this case on July 1, 2025. Doc. #1. On July 15, 2025, the U.S. Trustee appointed seven survivor creditors to be members of the Committee pursuant to 11 U.S.C. § 1102(a). On August 14, 2025, the Court entered the Order Approving Application to Employ Stinson LLP as Counsel to the Official Committee of Unsecured Creditors, effective as of the Retention Date. Doc. #228. This is Applicant's fifth fee application, Applicant having previously been awarded interim compensation as follows:

Appl.	Approved	Period	Fees	Costs
1st [STI-2]	12/19/25 Doc. #499	7/24/25- 10/31/25	\$255,649.60	\$2,560.29
2nd [STI-3]	2/27/26 Doc. #615	11/1/25- 12/31/25	\$142,635.25	\$2,029.34
3rd (STI-4)	5/10/26 Doc. #759	1/1/26- 2/28/26	\$157,107.80	\$200.00
4th (STI-6)	7/10/26 Doc. #900.	3/1/26- 4/30/26	\$122,440.75	\$200.00
5th (STI-8)	Pending	5/1/26- 6/30/26	\$152,900.00	\$903.30

Applicant requests fees for **288.7** billable hours of legal services totaling **\$152,900.00** in fees. Doc. #815 (Exhibits). The attorneys and other professionals and their billing rates are identified in the moving papers. Docs. #951, #953-54. Applicant seeks expense reimbursement as follows:

Postage	\$703.30
Relativity Database Charges	\$100.00
TOTAL	\$803.30

Id.

On August 28, 2026, Applicant filed a Notice advising that, in order to resolve potential objections by the U.S. Trustee's Office

("UST"), Applicant would voluntarily reduce its fee request by \$1,847.00 to a total interim award of **\$151,052.54**. Doc. #854.

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). The previous interim compensation awards under 11 U.S.C. § 331 are subject to final review under § 330.

Applicant's services included the following: case administration; mediation; asset analysis and recovery; relief from stay; meetings and communications with creditors; employment/fee applications and objections; other contested matters; financing/cash collections; real estate; claims administration and objections; plan/disclosure statement; and appeals. Docs. ##953-54. The court finds the services and expenses reasonable, actual, and necessary.

No party in interest opposes the application, and this motion will be GRANTED. Applicant will be awarded the amount of **\$152,900.00** in fees (reduced voluntarily by \$1,847.00 to \$151,052.54) and **\$903.30** in expenses as reasonable compensation for services rendered on an interim basis under 11 U.S.C. §§ 330 and 331. Debtor will be authorized to pay Applicant a total of **\$151,955.84** for fees and expenses for this Application Period.

9. [26-10743](#)-B-11 **IN RE: C & S MARKET RESEARCH LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11
VOLUNTARY PETITION
2-25-2026 [\[1\]](#)

MICHAEL BERGER/ATTY. FOR DBT.

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

DISPOSITION: Continued to October 20, 2026, at 9:30 a.m.

ORDER: The court will prepare the order.

On September 3, 2026, C & S Market Research, LLC ("Debtor") filed a Status Report advising that Debtor was still negotiating with creditor BP MC Trustee with regard to treatment of that creditor's secured claim. Doc. #80. A draft stipulation resolving plan treatment is apparently circulating. *Id.* Debtor indicates that a plan will be filed sometime around September 15, 2026. *Id.*

Accordingly, this matter is hereby CONTINUED to October 20, 2026, at 9:30 a.m. to afford Debtor time to complete the stipulation and file a plan.

10. [26-13378](#)-B-11 **IN RE: RAMBO TRANSPORT INC.**
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V
VOLUNTARY PETITION
7-21-2026 [[1](#)]

THOMAS URE/ATTY. FOR DBT.

NO RULING.

11. [26-12993](#)-B-11 **IN RE: LRG BUILDER SERVICES, INC.**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-7-2026 [[20](#)]

AMERICREDIT FINANCIAL SERVICES, INC./MV
DAVID JOHNSTON/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/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.

Americredit Financial Services, Inc. dba GM Financial ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2024 Buick Envista ("the Property"). Doc. #20. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. ("Rule") 4001(a)(3). *Id.* LRG Builder Services, Inc. ("Debtor") did not oppose.

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.

No party in interest responded to the motion, and the defaults of all nonresponding parties are entered. This motion will be GRANTED.

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. According to the declaration of Chuck Keith, identified as an "employee" of Movant, Debtor purchased the Property through a retail installment contract ("the Contract") dated August 10, 2023. Doc. #22; Doc. #23 (Exhibit A). Due to "severe delinquency, the default provisions of the Contract were triggered and the entire balance of the loan came due." Doc. #22. Movant has already repossessed the Property. *Id.* Movant does not say how many payments Debtor missed or what the total of the deficiency was, only that the total payoff (principal, interest, fees, and late charges) is \$18,456.06. *Id.* The court finds this to be sufficient to show "cause" to lift the stay under § 362(d)(1).

Debtor's Schedule A/B values Debtor's interest in the Property at \$10,000.00. Doc. #13 (Schedule A/B). It also states that the vehicle has a broken transmission, indicating that it may be inoperable. *Id.* Debtor's Schedule D says that \$17,399.00 was owed on the Property to Movant as of the petition date. Doc. #13 (Schedule D). Accordingly, there is no equity in the Property.

Movant does not put forth any evidence that the Property is not necessary for an effective reorganization beyond a conclusory statement to that effect. However, Debtor has neither responded to this motion nor taken any steps to recover the Property in all the time since it was repossessed. The court interprets that to be Movant's concession that the Property is not necessary for an effective reorganization.

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.

The 14-day stay of Rule 4001(a)(3) will be ordered waived because the Movant has already taken possession of the Property with no opposition by Debtor .

12. [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.

11:00 AM

1. [26-12607](#)-B-7 **IN RE: SHAELAN MARVIN**

PRO SE REAFFIRMATION AGREEMENT WITH LAKEVIEW LOAN SERVICING

8-23-2026 [[13](#)]

MARY ANDERSON/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.

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

A Reaffirmation Agreement between Shaelan Marvin ("Debtor") and Lakeview Loan Servicing, LLC for a 855 Live Oak Drive, Angels Camp, California 95222 was filed on August 23, 2026. Doc. #13. The court is not approving or denying approval of the reaffirmation agreement. Debtor was represented by counsel when she 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 Debtor shall have 14 days to refile the reaffirmation agreement properly signed and endorsed by the attorney.

2. [26-12863](#)-B-7 **IN RE: SHARILYN STEWART SPICHER**

REAFFIRMATION AGREEMENT WITH ALTAONE FEDERAL CREDIT UNION
8-21-2026 [[15](#)]

STEVEN ALPERT/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

The documents submitted in support of the reaffirmation agreement include information that the Debtor is a co-signer on the contract. This means another party may be liable for this obligation.

Approval of the reaffirmation agreement is DENIED.

3. [26-12781](#)-B-7 **IN RE: FRANCISCO/LISA PEREZ**

REAFFIRMATION AGREEMENT WITH VALLEY STRONG CREDIT UNION
8-17-2026 [[14](#)]

ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

The documents submitted in support of the reaffirmation agreement include information that the Debtors are co-signers on the contract. This means another party may be liable for this obligation.

Approval of the reaffirmation agreement is DENIED.

4. [26-11788](#)-B-7 **IN RE: MARIAH DAVILA**

PRO SE REAFFIRMATION AGREEMENT WITH U.S. BANK NATIONAL
ASSOCIATION
8-24-2026 [[18](#)]

DISCHARGED: 08/24/26

NO RULING.

1:30 PM

1. [26-12009](#)-B-7 **IN RE: JOHN WELLS**
[ICE-1](#)

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
8-6-2026 [\[16\]](#)

IRMA EDMONDS/MV
JERRY LOWE/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Sustained in part and overruled in part.

ORDER: The Objecting Party shall submit a proposed
order conforming with the ruling below.

Debtor John Christopher Wells ("Debtor") sought to exempt 3 Semi-automatic Handguns, 2 rifles, 1 revolver, 1 shotgun, 1 AR-15 Upper and one gun safe (collectively "the Firearm Property") from his bankruptcy estate under Cal. Code Civ. Proc. Sec. 704.020.

Irma Edmonds, Chapter 7 Trustee ("Trustee") objects to the allowance of the exemption of the Firearm Property. Debtor responded and Trustee replied.

Neither party reserved any issues for a contested evidentiary hearing so, the court decides this matter on the arguments and evidence submitted including Debtors schedules, Debtor's declaration, and Trustee's declaration.

After careful review and consideration, Trustee's objection is SUSTAINED IN PART and OVERRULED IN PART.

In his Schedule C, Debtor lists the following specific Firearm Property as exempt under Cal. Code Civ. Proc. 704.020 with the following values:

Asset	Asset Type	Asset Value
Glock 22 Semi-Automatic Handgun (.40 caliber)	Semi-Automatic Handgun	\$500.00
Glock 35 Semi-Automatic Handgun (.40 caliber)	Semi-Automatic Handgun	\$500.00
Smith & Wesson Shield Semi-Automatic Handgun (9mm caliber)	Semi-Automatic Handgun	\$350.00
Howa 1500 Bolt Action Rifle 97mm caliber)	Rifle	\$400.00
Wildcat Rifle (.22 caliber)	Rifle	\$200.00
Rock Island Revolver (.38 caliber)	Revolver	\$300.00

Remington 870 Shotgun (.12 gauge)	Shotgun	\$500.00
PWS AR-15 Upper (2019 model)	Rifle Upper Receiver	\$400.00
Union Brand Gun Safe	Gun Safe	\$350.00
Estimated Total		\$3,500.00

Doc. #16; Doc. #10 (Amended Schedules A/B and C).

Debtor claims the Firearm Property is used for hunting, personal protection, and recreational purposes. Debtor is a self-employed handyman, and his non-filing spouse is an employee of the Internal Revenue Service.

This dispute does not center on who has the burden of proof. The Debtor concedes he has that burden to establish the exemption is properly claimed. Also, Trustee does not contend that firearms cannot be considered a "household furnishing" or "personal effect" in appropriate circumstances. This dispute is about the extent of the exemption claimed in items that can individually be properly claimed as exempt.

Cal. Code of Civ. Proc. Sec. 704.020(a)(1) permits a debtor to claim a "household furnishing" or "personal effect" as exempt "If ordinarily and reasonably necessary to and personally used or procured for use by the ...debtor and members of the. . .debtor's family at the. . . debtor's principal place of residence."

In determining whether the claimed items are "ordinarily and reasonably necessary," this section mandates the court take into account both of the following: "(1) The extent to which the particular type of item is ordinarily found in a household. (2) Whether the particular item has extraordinary value as compared to the value of items of the same type found in other households." Cal. Code Civ. Proc. 704.020 (b).

Trustee urges that the Debtor has not met his burden of showing that all of the Firearm Property is necessary for hunting, protection, and recreational purposes. Trustee points out that Debtor did not initially establish a history of use of Firearm Property for the purposes claimed. Further, Trustee states that the quantity of firearms exempted has not been established as a reasonable practice within households that have firearms and that Debtor has not established that all the Firearm Property is used at the residence.

Debtor disagrees and notes that the use and reasonable necessity of the Debtor's use of firearms must be examined. Debtor's declaration established that Debtor had been exposed to firearms for many years and that he suffered at least two instances of home invasion robberies in his life. After the second attack, the Debtor obtained a Concealed Carry Permit. Debtor declares that he uses the Firearm Property with his non-filing spouse and his sons for recreational and hunting purposes which provide important bonding experiences.

Debtor also listed the uses of each of the items of Firearm Property. He also declared that the firearms are functional and used on a monthly basis at least recreationally.

Trustee's reply contends that any examination of reasonable necessity must functionally involve inquiry into the quantity of the items claimed to be exempt. Trustee further notes that Debtor's proof lists only two firearms (a Rock Island .38 caliber and Remington 12-gauge shotgun) as being used for home protection. Debtor does not, according to the Trustee, establish the reasonable necessity of multiple firearms for recreation, protection, and hunting.

The court disagrees with the Trustee that to be properly claimed exempt under Cal. Code Civ. Proc. sec. 704.020, the household good or personal effect must only be used at the principal residence. For example, golf clubs could certainly be considered exempt in the right circumstances, and they are rarely used at home.

On the other hand, it seems unlikely that eight sets of golf clubs would be considered exempt under section 704.020 as being ordinarily and reasonably necessary household furnishings or personal effects. Even in *In re Dunnaway*, 466 B.R. 515 (Bankr. E.D. Cal. 2012), a case relied upon by the Debtor here, only one of the four cases involved there dealt with a bankruptcy estate with more than two firearms. That case involved four firearms with an uncontested declaration that the firearms were used by the debtors for hunting to supplement their food supply. *Id* at 519.

Here, the Debtor's declaration establishes the reasons for the Firearm Property including this Debtor's personal history and the relative importance of guns for the recreation of their family.

Nevertheless, the court is not convinced that all of the firearms are "ordinarily reasonably necessary" for use at the Debtor's and Debtor's family's residence. The court is persuaded that the Glock 22 .40 caliber and the Rock Island .38 used by the Debtor and his non-filing spouse for protection and recreation are reasonably necessary. The same is true of the Remington 12 Gauge shotgun. The gun safe is also ordinarily and reasonably necessary in a household that has guns.

The court is unconvinced that the 9mm Smith and Wesson, under these facts, is ordinarily and reasonably necessary. Though the debtor claims he uses this weapon as one he carries concealed, he does not state specifically why the Glock 22 will not suffice. The Debtor's declaration states that Glock 35 is used for self-defense away from the debtor's residence, so that weapon would not qualify under the statute. Debtor proffers no explanation why the other Glock would not suffice.

The large game rifle-Howa 1500 bolt action-is also not used at the residence but only for large game. No evidence has been presented that it is truly necessary for the Debtor's household. The same is true of the .22 Wildcat used for small game.

The AR-15 upper is part of a gun that the Debtor hopes to build someday, but it was not ordinarily and reasonably necessary at the time of the bankruptcy filing.

In sum, Trustee's objection to exemptions is **OVERRULED IN PART** as to the Glock 22, Rock Island .38, Remington 12 Gauge Shotgun, and the gun safe. The objection is **SUSTAINED AND THE EXEMPTION DISALLOWED** as to Glock 35, the Smith & Wesson handgun, the Howa 1500 Bolt Action Rifle, the Wildcat Rifle, and the PWS AR-15 Upper. Trustee to present a conforming order within 14 days.

2. [26-12614](#)-B-7 **IN RE: GUSTAVO ARZAC-MONTERO
[FW-1](#) AND LIZETH OSUNA**

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-12-2026 [[14](#)]

ROCKET MORTGAGE, LLC/MV
SETH HANSON/ATTY. FOR DBT.
FANNY WAN/ATTY. FOR MV.

FINAL RULING: There will be no hearing in this matter

DISPOSITION: Granted.

ORDER: The movant will prepare the order in congruence with
this opinion.

Rocket Mortgage, LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 440 S. Xanadu Street, Aurora, Colorado 80012 ("Property"). Doc. #14. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Gustavo Arzac-Montero and Lizeth Osuna ("Debtors") nor any other party in interest timely filed written opposition. Debtors' Statement of Intention indicated that the Property would be surrendered. 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).

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 failed to make at least ten (10) pre-petition payments totaling \$42,072.52 and one (1) post-petition payment in the amount of \$4,453.96. The Movant has produced evidence that Debtors are delinquent at least \$46,526.48 and the entire balance of \$561,188.18 is due. Docs. ##17-19.

The court also finds that the Debtors do not have any equity in the Property and the Property is not necessary to an effective reorganization because Debtors are in chapter 7. The property is valued at \$507,800.00 and Debtors owe \$561.188.18. Docs. ##17-19.

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. According to the Debtor's Statement of Intention, the will be surrendered.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtors have failed to make at least 11 payments, both pre- and post-petition, to Movant.

3. [26-13183](#)-B-7 **IN RE: RUBEN GUTIERREZ PADILLA
AND TERESA GUTIERREZ**
[RH-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-10-2026 [\[12\]](#)

CAPITAL ONE AUTO FINANCE/MV
JERRY LOWE/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.

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 2024 Honda Accord Hybrid Touring Sedan 4D (VIN: 1HGCY2F83RA043366) ("Vehicle"). Doc. #12. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Ruben Gutierrez Padilla and Teresa Gutierrez nor any 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 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 approximately four (4) pre-petition payments totaling \$3,994.30 and one (1) post-petition payment in the amount of \$998.86. Docs. ##14-16. The Movant has produced evidence that Debtors' are delinquent at least \$4,993.16.

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 \$28,310.00 and Debtors owe \$45,158.61. Docs. ##14-16.

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 failed to make approximately five (5) pre- and post-petition payments to Movant, and the Vehicle is a depreciating asset.

4. [26-13688](#)-B-7 **IN RE: MASIS BEKVERDYAN AND SOSE KALAYDZHYAN**
[SLL-1](#)

MOTION TO COMPEL ABANDONMENT
8-11-2026 [\[10\]](#)

SOSE KALAYDZHYAN/MV
STEPHEN LABIAK/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The moving party will prepare the order in conformance with the opinion below.

Masis Bekverdyan and Sose Kalaydzhyan ("Sose," collectively "Debtors") move for an order compelling chapter 7 trustee Peter L. Fear ("Trustee") to abandon the estate's interest in certain property (collectively, the "Business Assets") used in the operation of Sose's business, CK Elegant Womens [sic] Alteration ("the Business"). Docs. #10 et seq.

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 will be entered. This motion will be GRANTED.

11 U.S.C. § 554(b) provides that "on request of a party in interest and after notice and a hearing, the court may order the trustee to abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate."

To grant a motion to abandon property, the bankruptcy court must find either that: (1) the property is burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. *In re Vu*, 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). As one court noted, "an order compelling abandonment is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset . . . Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." *In re K.C. Mach. & Tool Co.*, 816 F.2d 238, 246 (6th Cir. 1987). In evaluating a proposal to abandon property, it is the interests of the estate and the creditors that have primary consideration, not the interests of the debtor. *In re Johnson*, 49 F.3d 538, 541 (9th Cir. 1995) (noting that the debtor is not mentioned in § 554). *In re Galloway*, No. AZ-13-1085-PaKiTa, 2014 Bankr. LEXIS 3626, at *16-17 (B.A.P. 9th Cir. 2014).

Debtors own and operate the Business as a sole proprietorship engaged in the service of clothing alterations. Docs. #10, #12 (Sose's Declaration). Debtors seek to compel Trustee to abandon the Business Assets, which are listed in the schedules as follows:

Asset	Value	Lien	Exemption	Statute
CK Womens Alteration (goodwill)	\$0.00	SBA	\$0.00	None
BMO bank account #3201	\$766.70	None	\$766.70	C.C.P. § 704.720
Single Sewing Machine	\$400.00	None	\$400.00	C.C.P. § 704.760
2 Overlock Zigzag Stitchers	\$500.00	None	\$500.00	C.C.P. § 704.760
Blind Stitch Machine	\$150.00	None	\$150.00	C.C.P. § 704.760
Steamer	\$200.00	None	\$200.00	C.C.P. § 704.760
Threads	\$1,000.00	None	\$1,000.00	C.C.P. § 704.760

Doc. #10; Doc. #1 (Schedules A/B). None of the Business Assets are encumbered by any secured creditors. Doc. #1 (Sched. D). Debtor exempted all the Business Assets for their full value under Cal. Code Civ. Proc. § 703.760, except for the Business's name and goodwill, which Debtors value at \$0.00 and the BMO bank account, which is exempted under Cal. Code Proc. § 703.720. Doc. #1 (Sched. C); Doc. #10.

Sose certifies that she is qualified and eligible to claim the exemptions under applicable law and understands that if for any reason it is determined that Debtors are not qualified to claim an exemption in the property listed, or if there is some other error in the exemption claimed, Trustee may demand that Debtors compensate the estate for any damage caused by the claimed exemption. Doc. #12. Debtors agree to not amend the exemptions affecting the Business Assets unless Trustee stipulate to that amendment or such relief is granted by further order of the court. *Id.*

No party in interest has responded, and the defaults of all nonresponding parties are entered. The court finds that the Business Assets are of inconsequential value and benefit to the estate. The Business Assets were accurately scheduled and are encumbered or exempted in their entirety. Therefore, this motion will be GRANTED.

5. [26-13193](#)-B-7 **IN RE: JOSE/CELIA HERNANDEZ**
[RH-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-5-2026 [[12](#)]

EXETER FINANCE LLC/MV
JAIME CUEVAS/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 2024 Nissan Sentra (VIN: 3N1AB8CV5RY241207) ("Vehicle"). Doc. #12. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Jose Hernandez and Celia Hernandez ("Debtors") did not file opposition and the Vehicle was surrendered to the Movant on July 15, 2026. Debtors' Statement of Intention indicated that the Vehicle would be surrendered. 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 two (2) pre-petition payments totaling \$1,530.16 and one (1) post-petition payment in the amount of \$765.08. Docs. ##14-16. Additionally, Movant recovered possession of the Vehicle July 15, 2026. 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 \$20,375.00 and Debtors owe \$25,847.69. Docs. ##14-16.

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 three (3) pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

6. [26-13155](#)-B-7 **IN RE: SETH/SARAH PEREZ**
[MJ-1](#)

CONTINUED 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 on this matter.

DISPOSITION: Granted.

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

ACAR Leasing LTD d/b/a GM Financial Leasing ("Secured Creditor" or "Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2025 GMC Hummer ("the Vehicle"). Doc. #10. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. ("Rule") 4001(a)(3). *Id.* Seth and Sarah Perez (collectively "Debtors") did not oppose.

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.

No party in interest timely filed written opposition, and the defaults of all nonresponding parties are entered. This motion will be GRANTED. This matter was previously set for September 1, 2026, but the court continued the matter to be heard after the deadline for Debtors to assume or reject the lease. That deadline has now passed with no motions from Debtors to assume the lease, and so the lease is deemed rejected. 11 U.S.C. § 365(d)(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 an equity in such property and such property is not necessary to an effective reorganization. Docs. #10 *et seq.*

The moving papers indicate that Seth Travis Perez ("Seth") entered into a lease agreement to purchase the Vehicle, and the lease was later assigned to Movant. It appears that Seth stopped making payments four months prior to the petition date and, as of that date, was delinquent by \$2,322.64. Doc. #13. As of the petition date, a total of \$83,986.03 was due, including principal, interest, taxes, repossession fees, and late charges. Based on these representations, the Debtors' non-response, and the fact that the lease is now presumed to have been rejected, the court finds that "cause" exists to lift the stay because.

Movant further represents that the estimated value of the Vehicle is \$71,300.00. Doc. #13. As this is less than the amount owed, it appears there is no equity in the Vehicle even if "cause" was lacking. Furthermore, as this is a Chapter 7 case, effective reorganization is not an issue, and so lifting the stay pursuant to § 362(d)(2) is appropriate even if equity existed.

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.

The 14-day stay of Rule 4001(a)(3) will be ordered waived because Debtors has failed to make pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.