



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

Hearing Date: Tuesday, September 15, 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.

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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**
[CAE-1](#)

STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V VOLUNTARY
PETITION
7-28-2026 [[1](#)]

DAVID JOHNSTON/ATTY. FOR DBT.

NO RULING.

2. [26-12349](#)-B-11 **IN RE: PARVINDER HUNDAL AND AMERJIT JOHL-HUNDAL**
[WJH-14](#)

MOTION FOR AN ORDER EXTENDING EXCLUSIVITY PERIODS
8-18-2026 [[225](#)]

AGQUIP LLC/MV
RILEY WALTER/ATTY. FOR DBT.
RESPONSIVE PLEADING

TENTATIVE RULING: The hearing in this matter will proceed as
scheduled.

DISPOSITION: Granted as modified.

ORDER: The moving party will prepare the order
consistent with this opinion.

Parvinder S. Hundal, Amerjit Johl-Hundal, and the other debtors whose cases are jointly administered together (collectively "the Debtors") move for an order extending the exclusivity periods to file a plan of reorganization and solicit acceptances. Doc. #225 *et seq.* The motion is opposed by creditors The Almond Company ("TAC") and The Nursery Company ("TNC" and, together with TAC, "TAC/TNC"). Doc. #281. The Official Committee of Unsecured Creditors ("the Committee") joined in TAC/TNC's objection. Doc. #296.

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).

Other than TAC/TNC and the Committee, no party in interest responded, and the defaults of all nonresponding parties are entered.

DISCUSSION

11 U.S.C. § 1121 establishes the rules governing who can file a Chapter 11 plan:

(a) The debtor may file a plan with a petition commencing a voluntary case, or at any time in a voluntary case or an involuntary case.

(b) Except as otherwise provided in this section, only the debtor may file a plan until after 120 days after the date of the order for relief under this chapter.

(c) Any party in interest, including the debtor, the trustee, a creditors' committee, an equity security holders' committee, a creditor, an equity security holder, or any indenture trustee, may file a plan if and only if—

(1) a trustee has been appointed under this chapter];

(2) the debtor has not filed a plan before 120 days after the date of the order for relief under this chapter; or

(3) the debtor has not filed a plan that has been accepted, before 180 days after the date of the order for relief under this chapter, by each class of claims or interests that is impaired under the plan.

(d)

(1) Subject to paragraph (2), on request of a party in interest made within the respective periods specified in subsections (b) and (c) of this section and after notice and a hearing, the court may for cause reduce or increase the 120-day period or the 180-day period referred to in this section.

(2)

(A) The 120-day period specified in paragraph (1) may not be extended beyond a date that is 18 months after the date of the order for relief under this chapter.

(B) The 180-day period specified in paragraph (1) may not be extended beyond a date that is 20 months after the date of the order for relief under this chapter.

11 U.S.C.S. § 1121. To simplify this language, in a Chapter 11 case where no trustee has been appointed, no one except the debtor may file a competing Chapter 11 plan for 120 days after the petition date. Additionally, even after 120 days have elapsed, all parties in interest are still barred from filing competing plans for 180 days after the petition date where the debtor has filed a plan that has not yet been approved by the impaired classes or interests. This time period (120 days or 180 days post-petition) is called the exclusivity period.

Debtors filed for Chapter 11 on May 21, 2026. Doc #1. No plan has been filed so far. *Docket generally*. Accordingly, the exclusivity period is set to expire on September 18, 2026, unless the court

extends it. By this motion, Debtors seek to extend the exclusivity period for an additional 120 days to January 16, 2027, and to extend the 180-day period for an additional 120 days from November 17, 2026, to March 17, 2027. Doc. #225.

The parties agree that, in considering whether to extend the exclusivity period, the court must consider the nine *Dow Corning* factors. *Official Comm. of Unsecured Creditors v. Henry Mayo Newhall Mem'l Hosp. (In re Henry Mayo Newhall Mem'l Hosp.)*, 282 B.R. 444, 452 (B.A.P. 9th Cir. 2002) (citing *In re Dow Corning Corp.*, 208 B.R. 661, 664-65 (Bankr. E.D. Mich. 1997)). The *Dow Corning* factors are:

1. the size and complexity of the case;
2. the necessity of sufficient time to permit the debtor to negotiate a plan of reorganization and prepare adequate information;
3. the existence of good faith progress toward reorganization;
4. the fact that the debtor is paying its bills as they become due;
5. whether the debtor has demonstrated reasonable prospects for filing a viable plan;
6. whether the debtor has made progress in negotiations with its creditors;
7. the amount of time which has elapsed in the case;
8. whether the debtor is seeking an extension of exclusivity in order to pressure creditors to submit to the debtor's reorganization demands; and
9. whether an unresolved contingency exists.

Dow Corning, 208 B.R. at 664-65. "The transcendent consideration is whether adjustment of the exclusivity period will move the case forward toward a fair and equitable resolution." *In re Henry Mayo Newhall Memorial Hospital*, 282 B.R. 444, 453 (B.A.P. 9th Cir. 2002). The court will address each of the *Dow Corning* factors in turn. Except where stated otherwise, the relevant facts are drawn from the First Day declaration of Parvinder Hundal (Doc. #71) and the Declaration of Schott Schuil in support of TAC/TNC's previous Objection to Debtor's motion to borrow (Doc. #241).

1. The size and complexity of the case.

The court is inclined to view this as a large and complex case. The Debtors are four separate entities whose Chapter 11 cases are being jointly-administered. Collectively, the Debtors own a substantial amount of property, most of which is devoted to agricultural production. The parties disagree on the proper valuation for the real property, but TAC/TNC concedes it is worth in excess of \$73 million. The record reflects that there is a significant amount of processed and unsold crops from 2025 and likewise significant crops to be harvested and processed for 2026. Debtor's assets exceed \$120 million and its liabilities exceed \$71.5 million. The Debtors are in the process of selling property which they value at \$60 million. Debtors anticipate that over \$12 million in gross revenues will be generated from 2026 almond sales.

TAC/TNC's arguments against this factor are simply that, according to its own valuation and assessment, Debtors' farm real estate is only worth \$80 million, and Debtors' liabilities are over \$83 million. Thus, this case should properly be a liquidation bankruptcy and is therefore not a complex case. But even TAC/TNC concedes that this is a murky issue. The court finds that this factor favors granting the extension.

2. The necessity of sufficient time to permit the debtor to negotiate a plan of reorganization and prepare adequate information.

TAC/TNC argues that this factor favors denial because "Debtors have had over 100 days to negotiate a plan or prepare adequate information and they have done nothing." Doc. #281. This argument ignores the complexities introduced into this case by TAC/TNC itself. Since this case began, the Debtors have been involved in contested issues concerning cash collateral and borrowing to finance the harvest for 2026, which have detracted from ability of the debtor to negotiate a Plan of Reorganization or gather the information for the presentation of a Disclosure Statement. To be sure, TAC/TNC and any other affected creditors are entitled to assert their creditor's rights in this case. But having asserted those rights, TAC/TNC cannot complain that the Debtor has had sufficient time to propose a Plan. These creditors have urged liquidation even though the Debtor has indicated that properties are for sale. And these contested matters happened against the backdrop of having to harvest an existing crop with its attendant expenses at a time when a substantial part of Debtors' capital (in the form of the 2025 crop proceeds) is currently "held" by the Almond Company. Additionally, the Debtor, or at least some of the debtors, have sought alternative financing.

The court agrees with Debtors that an extension of the exclusivity period is warranted. However, the court is not persuaded that a 120-day extension is warranted. By mid-November, substantially more of the almond crop will have been harvested, and the court and parties will have a better picture of the feasibility of reorganization.

3. The existence of good faith progress toward reorganization.

TAC/TNC next argues that "[t]he Debtors have not made any good faith progress toward reorganization." Doc. #281. TAC/TNC also suggests that Debtors are either knowingly or negligently relying on an inflated value for the property that is subject to sale, and that Debtors' yield expectations are overly optimistic. *Id.*

On the other hand, the cases were filed May 21, 2026, and have been pending for about four months, which is not a lengthy period. This is especially true considering the many skirmishes burdening this case in its infancy as discussed above. And in that limited span, there seems to have been good faith progress towards reorganization. The major constituencies have been negotiating a global resolution to the harvest needs with a timeline for liquidation of assets in the context of the debtor's motion to borrow. This factor favors granting the motion.

4. The fact that the debtor is paying its bills as they become due.

TAC/TNC states that "Debtors are likely not paying their bills as they become due." Doc. #281. There is no evidentiary support for this assertion which Debtors dispute. TAC/TNC's arguments on this factor seem speculative. Based on the Debtors' most recent monthly operating reports, it appears that Debtors have relatively small post-petition payables, mainly a few thousand dollars in taxes owed. Debtors appear to be paying the bills as they come due, so far. This factor favors granting the motion.

5. Whether the debtor has demonstrated reasonable prospects for filing a viable plan.

The Debtors appear to have reasonable prospects for a viable Plan. According to the Debtors' valuation, the real estate that is being sold and the 2026 Almond crop will be sufficient to satisfy the allowed claims.

TAC/TNC vigorously disputes Debtors' valuation and have presented declarations at various times consisting of broker opinions as to the value of the farmland at less than estimated by the Debtors. Doc. #281. TAC/TNC also notes that the valuation of the 2026 crop proposed by the Debtor is in excess of what the debtor has produced since 2023. *Id.* TAC/TNC has also presented evidence concerning the status of the farmland suggesting that the land is not being properly cared for. The Debtor responds that a weather event in 2023 impacted production which is just now getting corrected.

This factor ultimately turns on the proper valuation of the land being sold, which has yet to be determined, and on farmland conditions on which the Debtor has not offered much independent opposing evidence so far. The court finds that this factor favors neither party.

6. Whether the debtor has made progress in negotiations with its creditors.

As noted above, Debtors appear to have made substantial progress in negotiations with its primary creditors. This factor favors the extension.

7. The amount of time which has elapsed in the case.

These cases have been pending for about four months, and much of that time has been taken up by the skirmishes between Debtors, TAC/TNC, and Ag West (Debtors' primary secured creditor) over the first three months post-petition. This factor favors granting the extension.

8. Whether the debtor is seeking an extension of exclusivity in order to pressure creditors to submit to the debtor's reorganization demands.

TAC/TNC says that "[t]he Debtors are seeking the extension to pressure creditors to submit to debtors' reorganization demands" but provides no evidence of any such pressure being exerted. Doc. #281. The argument seems to be that, if the motion is denied and Debtors are threatened with a liquidation plan, Debtors will be more willing to negotiate with creditors. Granting the motion, on the other hand, "will simply allow the Debtors to cause further delay without progress while poor farming operations continue to harm orchards, crops, and creditors." TAC/TNC does not identify any specific harm to Debtors' orchards, crops and creditors.

Debtors, in contrast, argue that if the motion is granted, the 2026 crop will be harvested in time to make a confirmable plan achievable. Doc. #311. With the proceeds from the harvest, Debtors will have options for funding operations through a Plan date, make adequate protection payments to Farm Credit, or otherwise make use of those proceeds to navigate Chapter 11. The extension will also afford them more time in which to sell Debtor's real property which will provide some liquidity to effectuate the plan. *Id.*

The court is mindful of TAC/TNC's concerns and thinks a Solomonic approach is best. By only granting a 60-day extension, the Debtors will have time to "right-size" its operation, determine yields for the 2026 crop, and seek take-out financing as well as sources for payment of allowed unsecured claims.

10. Whether an unresolved contingency exists.

The parties agree that there are no unresolved contingencies in existence which must be resolved prior to plan confirmation. Docs. #281, #311. The primary unresolved contingency is the allowance and status of the claim of TNC and the "Exclusive Dealing" contracts with TAC. The parties have advised the court that a global resolution reserving all rights as to these parties may be reached. This factor favors granting the extension.

On a final point, the court notes that the Committee has joined the objection of TAC/TNC and asked that, if an extension is granted, it be limited. The court agrees and will limit the extension of the exclusivity period to 60 days instead of 120 days.

As an aside, the fact that the Committee has joined TAC/TNC's objection does give the court pause, but ultimately, the court concludes that the *Dow Corning* factors favor granting the extension, albeit a limited one. The parties should have additional time to globally resolve at least some of the issues before competing plans are permitted.

CONCLUSION

For the foregoing reasons, the motion to extend the exclusivity period is GRANTED as modified. Debtors shall retain the exclusive

right to file a plan of reorganization through November 17, 2026. Debtors shall retain the exclusive right to solicit acceptances of the plan through January 18, 2027 (the 60th day, January 16, 2027, being a Saturday).

3. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY
PETITION
3-6-2026 [\[1\]](#)

ZEV SHECHTMAN/ATTY. FOR DBT.

NO RULING.

4. [26-13378](#)-B-11 **IN RE: RAMBO TRANSPORT INC.**
[TBU-3](#)

CONTINUED MOTION FOR COMPENSATION FOR AMANDEEP SINGH, OTHER
PROFESSIONAL(S)
8-11-2026 [\[38\]](#)

AMANDEEP SINGH/MV
THOMAS URE/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.

This matter was previously heard on August 25, 2026. Doc. #47.

Rambo Transport Inc. ("Debtor," "DIP," or "Rambo") moves for authorization to pay insider Amandeep Singh ("Singh"), Rambo's President, compensation for services performed and for ongoing services required for the Debtor to continue to operate. Doc. #38.

Debtor filed for Chapter 11, Subchapter V on July 21, 2026. Doc. #1. Scott Sacket was appointed as Trustee on July 27, 2026. Doc. #6.

The instant motion proposes that Singh be compensated in the amount of \$7,500.00 bi-weekly, plus an additional \$4,500.00 monthly for "the other operations of the company." Doc. #38. The moving papers are unclear as to what the additional \$4,500.00 represents beyond compensation for performance of his normal duties. The compensation sought includes retractive payment as of the petition date for services performed post-petition. *Id.*

Singh declares as follows: Singh owns 100% of the shares of Rambo and is therefore an insider within the meaning of 11 U.S.C. § 101(31). Doc. #40. He has been employed by Rambo since January

2021, and, as of 2025, his compensation as President of the company came in the form of a salary of \$5,000.00 bi-weekly, which Singh alleges was less than his historical compensation due to "cash constraints of the company." *Id.* The \$7,500.00 bi-weekly compensation Singh now seeks is, he declares, comparable to what he was previously paid from January 2021 (the start of his employment) until May 2024. *Id.* Singh's declaration lists his job duties for Rambo. *Id.*

The motion asserts that Singh's compensation is necessary and is consistent with the industry standard, but no evidentiary support for that standard is a part of the motion beyond Singh's own declaration. Doc. #38. The motion concedes that Singh's proposed compensation is not included in the interim budget approved as part of the cash collateral motion but will be requested as part of subsequent budgets. *Id.* The motion avers that this proposed compensation will be incorporated into any subsequent budgets, and the proposed compensation will not be provided except as part of an approved budget.

No party in interest expressed opposition at the hearing conducted on August 25, 2026. Doc. #47. Nevertheless, the court expressed concerns about the lack of evidentiary support for Singh's proposed compensation being "the industry standard" as well as what outside of Singh's normal duties demonstrates his entitlement to the additional \$4,500.00 per month requested. The court continued this matter to September 15, 2026, to afford Singh opportunity to supplement the record. *Id.*

On September 8, 2026, Singh filed a supplemental declaration which outlined the work Singh performed for Debtor in greater detail and thereby resolved the questions raised by the court at the August 25, 2026, hearing. There being no other objections, this motion will be GRANTED.

5. [25-13979](#)-B-11 **IN RE: SAVI CONSTRUCTION LLC**
[YW-10](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF YOUNG
WOOLDRIDGE FOR LEONARD K. WELSH, DEBTORS ATTORNEY(S)
8-19-2026 [\[176\]](#)

LEONARD WELSH/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.

Leonard K. Welsh and the Law Offices of Young Wooldridge
("Applicant"), general bankruptcy counsel to chapter 11 subchapter V
debtor in possession Savi Construction LLC ("Debtor"), requests

final compensation under 11 U.S.C. § 330 in the sum of **\$9,137.00** in fees and **\$577.48** in expenses from May 1, 2026, through June 30, 2026 ("the Application Period"). Docs. #176, #180. This is Applicant's third fee application. *Id.*

Applicant also requests final approval of the compensation previously awarded on an interim basis under § 331 for earlier services and expenses. *Id.* On March 10, the court granted the First Fee Application, awarding \$24,740.00 in fees and \$808.20 in expenses for a total interim award of \$25,548.70. Doc. #92. On June 16, 2026, the court granted the Second Fee Application, awarding \$20,987.00 in fees and \$1,199.95 in expenses for a total interim award of \$22,725.00. Doc. #160. A total of \$50,288.70 has been awarded thus far for fees and expenses. Of that, \$21,738.00 was paid from the prepetition retainer, and \$19,915.65 in previously approved compensation remains unpaid. *Id.*

Jenny Ramirez, managing member for Debtor, filed a declaration indicating that she has reviewed the application and has no objection to the proposed payment. Doc. #179.

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

In the current Application, Applicant requests fees for 22.40 billable hours of legal services totaling **\$9,137.00**. Docs. #178, #180. The legal professionals responsible for these billable hours and their respective hourly rates are outlined in the moving papers. *Id.* Applicant also incurred **\$1,738.00** in expenses consisting of WebPacer charges, photocopies, postage, and Westlaw research. *Id.* These combined fees and expenses total **\$10,875.00**.

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 here included, without limitation: case administration, fee/employment applications; claims administration; and work on the Plan. Docs. #176, #178. The court finds the services and expenses reasonable, actual, and necessary.

Written opposition was not required and may be presented at the hearing. In the absence of opposition, this motion will be GRANTED. Applicant will be awarded **\$9,137.00** in fees as reasonable compensation for services rendered and **\$1,738.00** in reimbursement of actual, necessary expenses on a final basis under 11 U.S.C. § 330. Debtor will be authorized to pay Applicant a total of **\$10,875.00** for fees and expenses incurred during this Application Period.

Additionally, the court will approve on a final basis under 11 U.S.C. § 330 the **\$50,288.70** in compensation previously awarded on an interim basis under § 331 for services and expenses from November 26, 2025, through April 30, 2026. The total compensation paid to Applicant in this case will be **\$61,163.70**. Of this amount, \$21,738.00 has been paid through Applicant's pre-petition retainer, which leaves \$39,425.70 to be paid directly by the Debtor.

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.

6. [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.

1:30 PM

1. [26-12403](#)-B-7 **IN RE: PRESTON KING**
[AP-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-13-2026 [\[14\]](#)

TRUIST BANK/MV
NICHOLAS WAJDA/ATTY. FOR DBT.
WENDY LOCKE/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.

Truist Bank ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 965 Green Street, Portsmouth, Virginia 23704 ("Property"). Doc. #14. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Preston Cody King ("Debtor") did not oppose. No other party in interest timely filed written opposition. Debtor's 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 Debtor has failed to make at least twenty (20) pre- petition payments totaling \$15,563.96 and two (2) post-petition payments totaling \$1,584.20. The Movant has produced evidence that Debtor is delinquent at least \$17,148.16 and the entire balance of \$120,803.15 is due. Docs. ##17-18.

The court also finds that the Debtor does not have any equity in the Property and the Property is not necessary to an effective reorganization because Debtor is in chapter 7. The Property is valued at \$100,000.00 and Debtor owes \$120,803.15. Docs. ##17-18.

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 Property will be surrendered.

The 14-day stay of Fed. R. Bankr. P. 4001(a) (4) will be ordered waived because Debtor has failed to make at least twenty-two (22) payments, both pre- and post-petition to Movant.

2. [26-13471](#)-B-7 **IN RE: RAUL/YADIRA MARTINEZ**
[SL-1](#)

MOTION TO COMPEL ABANDONMENT
9-1-2026 [\[16\]](#)

YADIRA MARTINEZ/MV
SCOTT LYONS/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.

Raul and Yadira ("Yadira") Martinez (collectively "Debtors") request entry of an order compelling the abandonment of certain property as described below from the estate. Doc. #16 et seq. The property consists of certain assets of the estate ("the Business Assets") used in the operation of Yadira's sole proprietorship "Yadira Martinez Family Child Care," a home daycare business ("the Business"). *Id.*

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.

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).

Yadira declares that she owns the Business, and through the Business, Debtors own the following Business Assets which are scheduled with the following valuations, lien amounts, and exemptions claimed.

Asset	Value	Exempt Amount	Exemption	Lien
Goodwill	\$0.00	\$0.00	N/A	\$0.00
Licenses, Franchises and other General Intangibles; Dept. of Social Service Facility No 545620293 License to operate a family daycare	\$0.00	\$0.00	N/A	\$0.00
Machinery, Fixtures, Equipment, Business Supplies & Tools of Trade: daycare supplies, books, puzzles, toys, and playground fixtures/equipment	\$2,500.00	\$1,600.00	C.C.P. \$ 704.060	\$0.00

Doc. #1 (Sched. A/B, C, and D). None of the Business Assets are encumbered by any secured creditors. *Id.* Debtor exempted all the

Assets for their full value under Cal. Code Civ. Proc. § 703.060
[tools of trade. *Id.*

Yadira's Declaration 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 Debtor is 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 Debtor compensate the estate for any damage caused by the claimed exemption. Doc. #18. Debtor agrees to not amend the exemptions affecting the Business Assets unless Trustee stipulated to that amendment or such relief is granted by further order of the court. *Id.*

Written opposition was not required and may be presented at the hearing. In the absence of opposition, the court will find that the Assets are of inconsequential value and benefit to the estate. The Assets were accurately scheduled and are exempted in their entirety. Therefore, the court intends to GRANT this motion.

The order shall specifically include the property to be abandoned.

3. [25-12074](#)-B-7 **IN RE: WILLIAM/ANGELA ARTEAGA**
[RH-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-17-2026 [\[26\]](#)

CAPITAL ONE AUTO FINANCE/MV
ROSALINA NUNEZ/ATTY. FOR DBT.
ROSEMARY HONG/ATTY. FOR MV.
DISCHARGED 10/6/25

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

DISPOSITION: Granted in part and denied as moot in part.

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

Capital One Auto Finance ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2020 GMC Yukon SLE Sport Utility (VIN: 1GKS2FKC5LR172882) ("Vehicle"). Doc. #26. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

William Omar Arteaga and Angela Gabriela Arteaga ("Debtors") nor any other party in interest timely filed written opposition. This motion will be GRANTED IN PART AND DENIED IN PART.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of

any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The Debtors' discharge was entered on October 6, 2025. Doc. #23. Therefore, the automatic stay terminated with respect to the Debtors on October 6, 2025. This motion will be DENIED AS MOOT IN PART as to the Debtors' interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have failed to make one (1) pre-petition payment in the amount of \$899.68 and thirteen (13) post-petition payments totaling \$11,699.74. The Movant has produced evidence that Debtors are delinquent at least \$12,599.42. Docs. ##28-30.

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 \$18,450.00 and Debtors owe \$35,859.16. Docs. ##28-30.

Accordingly, the motion will be GRANTED IN PART as to the trustee's interest pursuant to § 362(d)(1) and (d)(2) and DENIED AS MOOT IN PART as to the Debtors' interest under § 362(c)(2)(C) and 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 Debtors' Statement of Intention, the Vehicle 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 fourteen (14) pre- and post-petition payments to Movant and the Vehicle is a depreciating asset.

4. [26-11459](#)-B-7 **IN RE: JASPREET KAUR**
[DWB-1](#)

MOTION FOR ORDER APPROVING STIPULATION EXTENDING DEADLINE TO
FILE COMPLAINT , MOTION FOR ORDER DEEMING ADVERSARY
COMPLAINT TIMELY FILED
9-10-2026 [[35](#)]

FIRST PACIFIC BANK/MV
JEFFREY ROWE/ATTY. FOR DBT.
DAVID BRODY/ATTY. FOR MV.
OST 9/10/26

NO RULING.