



UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable Jennifer E. Niemann
Hearing Date: Wednesday, September 17, 2025
Department A – Courtroom #11
Fresno, California

Unless otherwise ordered, all matters before the Honorable Jennifer E. Niemann shall be simultaneously: (1) **In Person** at, Courtroom #11 (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 who wish to appear at a hearing remotely must sign up by 4:00 p.m. **one business day** prior to the hearing. Information regarding how to sign up can be found on the **Remote Appearances** page of our website at <https://www.caeb.uscourts.gov/Calendar/CourtAppearances>. Each party who has signed up will receive a Zoom link or phone number, meeting I.D., and password via e-mail.

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

Please also note the following:

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

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

1. [20-10945](#)-A-12 **IN RE: AJITPAL SINGH AND JATINDERJEET SIHOTA**
[FDA-6](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH
AJITPAL SINGH AND JATINDERJEET KAUR SIHOTA
8-12-2025 [\[436\]](#)

JOHN PHILLIPS/MV
LEONARD WELSH/ATTY. FOR DBT.
JOHN PHILLIPS/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Special Litigation Counsel Fennemore LLP fka Fennemore Dowling Aaron ("Movant") moves the court for an order pursuant to Federal Rule of Bankruptcy Procedure ("Rule") 9019, approving the compromise of all claims and disputes between Ajitpal Singh and Jatinderjeet Kaur Sihota (collectively, "Debtors"), the debtors in this chapter 12 case, and Movant. Doc. #436. Movant's employment was authorized as successor special litigation counsel on July 25, 2023. Order, Doc. #307.

Debtors filed this chapter 12 case on March 12, 2020. Doc. #1. Pre-petition, on or about April 20, 2018, the Toronto Group filed a complaint against Debtors, Bhajan Singh, Balvinder Kaur and other family members in the Fresno County Superior Court as case number 18CECG01393 ("State Court Action"). Doc. #436; Decl. of John W. Phillips at ¶ 3(b), Doc. #438. The claims at issue in the State Court Action were later refiled as an adversary proceeding in the United States Bankruptcy Court, Eastern District of California, as Adv. Proc. No. 20-01041-A ("Adversary Proceeding"). Doc. #436. Movant has incurred certain costs and attorney's fees on Debtors' behalf in the defense and settlement of the State Court Action, the Adversary Proceeding, and the interpleader action filed by Bank of America as Adv. Proc. No. 22-01023. Id. Movant asserts attorney's fees and costs were incurred in the amount of \$143,232.15 through Movant's representation of Debtors, Bhajan Singh, and Balvinder Kaur. Id. Debtors,

Bhajan Singh, and Balvinder Kaur dispute the amount of attorney's fees and costs incurred by Movant.

Movant, Debtors, Bhajan Singh, and Balvinder Kaur have agreed to resolve their differences by the payment of \$100,000.00 to be paid to Movant through (i) two payments to Movant in the amount of \$7,500.00 each on November 30, 2025 and December 31, 2025, (ii) monthly payments thereafter in the amount of \$5,000.00 due on the last day of the month from January 30, 2026 through December 31, 2026, (iii) a payment of \$15,000.00 due on January 31, 2027, and (iv) a final payment of \$10,000.00 due on or before February 28, 2027. Upon payment, a mutual release will forever discharge Movant, Debtors, Bhajan Singh, and Balvinder Kaur with respect to this dispute. The parties also expressly waive California Civil Code § 1542 in regard to releasing the parties from liability. Decl. of John W. Phillips, Doc. #438; Ex. A, Doc. #441.

Rule 9019(a) permits the court to approve a compromise or settlement upon motion of a party in interest. Fed. R. Bankr. P. 9019(a). Approval of a compromise must be based upon considerations of fairness and equity. In re A & C Props., 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the creditors with a proper deference to their reasonable views. In re Woodson, 839 F.2d 610, 620 (9th Cir. 1988).

It appears from the moving papers that Movant has considered the standards of A & C Properties and Woodson. Mot., Doc. #436. Although Movant believes it could prevail on the merits of its fee claim, the settlement obviates the need for any litigation. Mot., Doc. #436. Phillips Decl., Doc. #438; Decl. of Jantinderjeet Kaur Sihota, Doc. #440. Before entering into this settlement agreement, Movant and Debtors evaluated each Woodson factor, and each believes that entering into this settlement agreement is in the best interest of the estate and creditors. Id. In Debtors' business judgment, the settlement is fair, reasonable, and obtains an economically advantageous result for the estate. Doc. #436; Sihota Decl., Doc. #440. The court concludes that the Woodson factors balance in favor of approving the compromise, and the compromise is in the best interests of the creditors and the estate.

It appears that the compromise pursuant to Rule 9019 is a reasonable exercise of Debtors' business judgment. The court may give weight to the opinions of the trustee, the parties, and their attorneys. In re Blair, 538 F.2d 849, 851 (9th Cir. 1976). No opposition has been filed. Furthermore, the law favors compromise and not litigation for its own sake. Id.

Accordingly, the motion is GRANTED, and the settlement between Movant and Debtors is approved.

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FENNEMORE LLP FOR
JOHN W. PHILLIPS, SPECIAL COUNSEL(S)
8-15-2025 [\[443\]](#)

JOHN PHILLIPS/MV
LEONARD WELSH/ATTY. FOR DBT.
JOHN PHILLIPS/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Fennemore LLP fka Fennemore Dowling Aaron ("Movant"), special litigation counsel for Ajitpal Singh and Jatinderjeet Kaur Sihota (collectively, "Debtors"), the debtors in this chapter 12 case, requests allowance of final compensation in the amount of \$205,987.00 and reimbursement for expenses of \$1,667.70 for services rendered from November 1, 2023 through June 30, 2025. Doc. #443. Movant and Debtors have entered into a settlement agreement in which Movant will accept \$100,000.00 in exchange for full satisfaction of the total compensation requested in this application. Id. This is Movant's third and final application for allowance of fees and expenses. Two prior fee application has been granted, allowing interim compensation to Movant pursuant to 11 U.S.C. § 331 for fees and expenses in the combined amount of \$18,487.10 and \$52,878.85, respectively. Order, Doc. ##330, 366.

Movant is also employed by the debtors in the bankruptcy case of In re Bhajan Singh and Balvinder Kaur, Case No. 20-10569-A-12 (Bankr. E.D. Cal.). Motion, Doc. #716. In light of the complexities of the joint and several obligations of the two bankruptcies, Debtors have agreed to split all fees and costs requested in this motion by 50%, and the remaining 50% of fees and costs requested will be applied for in the In re Bhajan Singh and Balvinder Kaur bankruptcy case. Id. Pursuant to a settlement agreement entered into by Movant, Debtors, Bhajan Singh, and Balvinder Kaur, Movant has agreed to accept \$100,000.00 in full satisfaction of the total compensation requested in this application and has written off a combined amount of \$107,654.70. Decl. of John W. Phillips, Doc. #448. Debtors have reviewed Movant's interim fee application and have no

objections subject to payment of the amount agreed upon in the settlement agreement. Decl. of Jatinderjeet Kaur Sihota, Doc. #447.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 12 case. 11 U.S.C. § 330(a)(1), (4)(B). In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Here, Movant demonstrates services rendered relating to: (1) pursuing and prosecuting an appeal and defending that motion against opposition from creditor, the Toronto Group; (2) strategizing with Debtors regarding the claims asserted by the Toronto Group; (3) conducting various meeting and correspondence with bankruptcy attorney regarding confirmation of Debtors' chapter 12 plan; (4) conducting legal research in support of various strategies; (5) preparing and filing the fee application; and (6) general case administration. Phillips Decl., Doc. #448; Exs. A-C, Doc. #446. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary, and will approve the motion on a final basis.

This motion is GRANTED. The court will authorize final compensation in the reduced amount of \$100,000.00 for services rendered from November 1, 2023 through June 30, 2025. The court also finds all fees and expenses of Movant previously allowed on an interim basis are reasonable and necessary. The court allows on a final basis all fees and expenses previously allowed to Movant on an interim bases, in addition to compensation requested by this motion in the amount of \$100,000.00, to be paid in a manner consistent with the confirmed chapter 12 plan and approved settlement agreement.

3. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
5-9-2024 [\[1\]](#)

GREGORY TAYLOR/ATTY. FOR DBT.

NO RULING.

4. [24-11967](#)-A-11 **IN RE: LA HACIENDA MOBILE ESTATES, LLC**
[OHS-3](#)

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
8-30-2024 [\[224\]](#)

TRAILS END UNITED FOR CHANGE/MV
GREGORY TAYLOR/ATTY. FOR DBT.
MARC LEVINSON/ATTY. FOR MV.
WITHDRAWN

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

DISPOSITION: Dropped from calendar.

NO ORDER REQUIRED.

Movant withdrew the motion on August 13, 2025. Doc. #514.

5. [20-10569](#)-A-12 **IN RE: BHAJAN SINGH AND BALVINDER KAUR**
[FDA-6](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT WITH
BHAJAN SINGH AND BALVINDER KAUR
8-12-2025 [\[709\]](#)

JOHN PHILLIPS/MV
LEONARD WELSH/ATTY. FOR DBT.
JOHN PHILLIPS/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Special Litigation Counsel Fennemore LLP fka Fennemore Dowling Aaron ("Movant") moves the court for an order pursuant to Federal Rule of Bankruptcy Procedure ("Rule") 9019, approving the compromise of all claims and disputes between Bhajan Singh and Balvinder Kaur (collectively, "Debtors"), the debtors in this

chapter 12 case, and Movant. Doc. #709. Movant's employment was authorized as successor special litigation counsel on July 25, 2023. Order, Doc. #565.

Debtors filed this chapter 12 case on February 18, 2020. Doc. #1. Pre-petition, on or about April 20, 2018, the Toronto Group filed a complaint against Debtors, Jaskaran Sihota, Kewal Singh, Jaswinder Kaur and other family members in the Fresno County Superior Court as case number 18CECG01393 ("State Court Action"). Doc. #709; Decl. of John W. Phillips at ¶ 3(b), Doc. #713. The claims at issue in the State Court Action were later refiled as an adversary proceeding in the United States Bankruptcy Court, Eastern District of California, as Adv. Proc. No. 20-01042-A ("Adversary Proceeding"). Doc. #709. Movant has incurred certain costs and attorney's fees on Debtors' behalf in the defense and settlement of the State Court Action, the Adversary Proceeding, and the interpleader action filed by Bank of America as Adv. Proc. No. 22-01022. Id. Movant asserts attorney's fees and costs were incurred in the amount of \$142,232.15 through Movant's representation of Debtors, Ajitpal Singh, and Jatinderjeet Kaur Sihota. Id. Debtors, Ajitpal Singh, and Jatinderjeet Kaur Sihota dispute the amount of attorney's fees and costs incurred by Movant.

Movant, Debtors, Ajitpal Singh, and Jatinderjeet Kaur Sihota have agreed to resolve their differences by the payment of \$100,000.00 to be paid to Movant through (i) two payments to Movant in the amount of \$7,500.00 each on November 30, 2025 and December 31, 2025, (ii) monthly payments thereafter in the amount of \$5,000.00 due on the last day of the month from January 30, 2026 through December 31, 2026, (iii) a payment of \$15,000.00 due on January 31, 2027, and (iv) a final payment of \$10,000.00 due on or before February 28, 2027. Upon payment, a mutual release will forever discharge Movant, Debtors, Bhajan Singh, and Balvinder Kaur with respect to this dispute. The parties also expressly waive California Civil Code § 1542 in regard to releasing the parties from liability. Phillips Decl., Doc. #713; Ex. A, Doc. #714.

Rule 9019(a) permits the court to approve a compromise or settlement upon motion of a party in interest. Fed. R. Bankr. P. 9019(a). Approval of a compromise must be based upon considerations of fairness and equity. In re A & C Props., 784 F.2d 1377, 1381 (9th Cir. 1986). The court must consider and balance four factors: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and (4) the paramount interest of the creditors with a proper deference to their reasonable views. In re Woodson, 839 F.2d 610, 620 (9th Cir. 1988).

It appears from the moving papers that Movant has considered the standards of A & C Properties and Woodson. Mot., Doc. #709. Although Movant believes it could prevail on the merits of its fee claim, the settlement obviates the need for any litigation. Mot., Doc. #709; Phillips Decl., Doc. #713; Decl. of Bhajan Singh, Doc. #712. Before entering into this settlement agreement, Movant and Debtors evaluated each Woodson factor, and each believes that entering into this settlement agreement is in the best interest of the estate and creditors. Id. In Debtors' business judgment, the settlement is fair, reasonable, and obtains an economically advantageous result for the estate. Doc. #709; Singh Decl., Doc. #712. The court concludes that the Woodson factors balance in favor of approving the compromise, and the compromise is in the best interests of the creditors and the estate.

It appears that the compromise pursuant to Rule 9019 is a reasonable exercise of Debtors' business judgment. The court may give weight to the opinions of the trustee, the parties, and their attorneys. In re Blair, 538 F.2d 849, 851 (9th Cir. 1976). No opposition has been filed. Furthermore, the law favors compromise and not litigation for its own sake. Id.

Accordingly, the motion is GRANTED, and the settlement between Movant and Debtors is approved.

6. [20-10569](#)-A-12 **IN RE: BHAJAN SINGH AND BALVINDER KAUR**
[FDA-7](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FENNEMORE LLP FOR
JOHN W. PHILLIPS, SPECIAL COUNSEL(S)
8-15-2025 [\[716\]](#)

JOHN PHILLIPS/MV
LEONARD WELSH/ATTY. FOR DBT.
JOHN PHILLIPS/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Fennemore LLP fka Fennemore Dowling Aaron ("Movant"), special litigation counsel for Bhajan Singh and Balvinder Kaur (collectively, "Debtors"), the debtors in this chapter 12 case, requests allowance of final compensation in the amount of \$205,987.00 and reimbursement for expenses of \$1,667.70 for services rendered from November 1, 2023 through June 30, 2025. Doc. #716. Movant and Debtors have entered into a settlement agreement in which Movant will accept \$100,000.00 in exchange for full satisfaction of the total compensation requested in this application. Id. This is Movant's third and final application for allowance of fees and expenses. Two prior fee application has been granted, allowing interim compensation to Movant pursuant to 11 U.S.C. § 331 for fees and expenses in the combined amount of \$18,487.10 and \$52,878.85 respectively. Order, Doc. ##597, 633.

Movant is also employed by the debtors in the bankruptcy case of In re Ajitpal Singh and Jatinderjeet Kaur Sihota, Case No. 20-10945-A-12 (Bankr. E.D. Cal.). Motion, Doc. #443. In light of the complexities of the joint and several obligations of the two bankruptcies, Debtors have agreed to split all fees and costs requested in this motion by 50%, and the remaining 50% of fees and costs requested will be applied for in the In re Ajitpal Singh and Jatinderjeet Kaur Sihota bankruptcy case. Id. Pursuant to a settlement agreement entered into by Movant, Debtors, Ajitpal Singh, and Jatinderjeet Kaur Sihota, Movant has agreed

to accept \$100,000.00 in full satisfaction of the total compensation requested in this application and has written off a combined amount of \$107,654.70. Decl. of John W. Phillips, Doc. #718. Debtors have reviewed Movant's interim fee application and have no objections subject to payment of the amount agreed upon in the settlement agreement. Decl. of Bhajan Singh, Doc. #719.

Section 330(a)(1) of the Bankruptcy Code authorizes "reasonable compensation for actual, necessary services rendered" and "reimbursement for actual, necessary expenses" to a debtor's attorney in a chapter 12 case. 11 U.S.C. § 330(a)(1), (4)(B). In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, taking into account all relevant factors. 11 U.S.C. § 330(a)(3).

Here, Movant demonstrates services rendered relating to: (1) pursuing and prosecuting an appeal and defending that motion against opposition from creditor, the Toronto Group; (2) strategizing with Debtors regarding the claims asserted by the Toronto Group; (3) conducting various meeting and correspondence with bankruptcy attorney regarding confirmation of Debtors' chapter 12 plan; (4) conducting legal research in support of various strategies; (5) preparing and filing the fee application; and (6) general case administration. Phillips Decl., Doc. #718; Exs. A-C, Doc. #721. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary, and will approve the motion on a final basis.

This motion is GRANTED. The court will authorize final compensation in the reduced amount of \$100,000.00 for services rendered from November 1, 2023 through June 30, 2025. The court also finds all fees and expenses of Movant previously allowed on an interim basis are reasonable and necessary. The court allows on a final basis all fees and expenses previously allowed to Movant on an interim basis, in addition to compensation requested by this motion in the amount of \$100,000.00, to be paid in a manner consistent with the confirmed chapter 12 plan and approved settlement agreement.

7. [23-10571](#)-A-11 **IN RE: NABIEKIM ENTERPRISES, INC.**
[FW-14](#)

MOTION TO CONVERT CASE FROM CHAPTER 11 TO CHAPTER 7
5-30-2025 [\[299\]](#)

PETER FEAR/ATTY. FOR DBT.
RESPONSIVE PLEADING WITHDRAWN

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). Prior to this motion being set for hearing, Calvin J. Kim ("Creditor") filed an opposition to the debtor's motion to convert case from chapter 11 to chapter 7. Doc. #301. Creditor's opposition was withdrawn on July 17, 2025. Doc. #306. The failure of other creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). 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 non-responding parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

NabieKim Enterprises, Inc. ("Debtor") moves the court for an order converting Debtor's chapter 11 case to chapter 7 pursuant to 11 U.S.C. § 1112(a). Doc. #299.

Bankruptcy Code § 1112(a) permits the debtor to convert a chapter 11 case to chapter 7 unless: (1) the debtor is not a debtor in possession; (2) the case originally was commenced as an involuntary case under this chapter; or (3) the case was converted to a case under this chapter other than on the debtor's request. 11 U.S.C. § 1112(a).

Here, Debtor initiated this subchapter V chapter 11 case by filing a voluntary petition on March 24, 2023, and confirmed a subchapter V chapter 11 plan on August 26, 2024. Doc. #1, 280. Thus, Debtor is conducting this bankruptcy case as a reorganized debtor. Doc. #299; Decl. of Kaye Y. Kim, Doc. #300. A review of the docket in this bankruptcy case shows that this case has not been converted previously. Therefore, the Bankruptcy Code does not preclude Debtor from voluntarily converting to chapter 7.

Accordingly, this motion is GRANTED.

8. [24-13373](#)-A-11 **IN RE: HILLER AIRCRAFT CORPORATION**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
11-21-2024 [[1](#)]

LEONARD WELSH/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Continue to January 14, 2026 at 9:30 a.m.

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

Because the debtor's monthly operating reports are current, the court intends to continue this status conference to January 14, 2026 at 9:30 a.m. based on the debtor's status report filed on September 10, 2025. Doc. #99. The court will require the debtor to file and serve an updated status report no later than January 7, 2026.

MOTION TO DISMISS CASE
9-2-2025 [\[17\]](#)

TRIDENT NUT CO., INC./MV
RYAN O'DEA/ATTY. FOR DBT.
RYAN O'DEA/ATTY. FOR MV.
OST 9/2/25

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Conditionally granted.

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

On September 2, 2025, the court granted the debtor's ex parte motion for order shortening time to hear the debtor's motion to dismiss case. order, Doc. #21. This motion was set for hearing on September 17, 2025 at 9:30 a.m. pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). 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.

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

Trident Nut Co., Inc. ("Debtor" or "DIP") moves the court to dismiss Debtor's chapter 11 bankruptcy case for cause pursuant to 11 U.S.C. § 1112(b). Doc. #17.

Any party in interest, including the debtor, may move to dismiss a chapter 11 bankruptcy case. 11 U.S.C. § 1112(b)(1). After notice and a hearing, the court may dismiss a chapter 11 case for "cause" unless the court finds "unusual circumstances establishing that converting or dismissing the case is not in the best interests of creditors and the estate." 11 U.S.C. § 1112(b)(1), (2).

"Dismissal of a chapter 11 case under 11 U.S.C. § 1112(b) requires a two-step analysis." Moore v. United States Tr. For Region 16 (In re Moore), 583 B.R. 507, 511 (C.D. Cal. 2018). It must first be determined that there is "cause" to act, and it then must be determined that dismissal, rather than conversion to chapter 7, is in the best interests of the creditors and the estate. Id. (citing Nelson v. Meyer (In re Nelson), 343 B.R. 671, 675 (B.A.P. 9th Cir. 2006)). While § 1112(b)(4) of the Bankruptcy Code identifies specific conduct constituting cause, "bankruptcy courts may look beyond 11 U.S.C. § 1112(b)(4) and 'consider other factors as they arise, and to use its equitable powers to reach an appropriate result in individual cases.'" Id. at 512 (quoting Pioneer

The court finds that cause exists to dismiss Debtor's chapter 11 case. Debtor is a unique grower-direct supply chain company and a large supplier of organic almonds. Decl. of Kulsanjugat S. Toor, Doc. #18. Debtor's sole purpose for filing this bankruptcy case was to assume a master agreement ("Master Agreement") with an assignee from an almond grower to acquire the assignee's 2025 almond crop in furtherance of Debtor's reorganization. Id. Debtor filed a motion to assume the Master Agreement but subsequently became aware that the counterparty would never be able to perform the obligations of the Master Agreement, which results in the possibility of Debtor's reorganization and plan confirmation impossible. Id. Further, Debtor would incur significant administrative fees that would result in a loss or diminution of the estate without the possibility of plan confirmation. Id. Accordingly, cause exists to dismiss Debtor's chapter 11 case pursuant to § 1112(b) of the Bankruptcy Code.

The court also finds that dismissal, rather than conversion to chapter 7, is in the best interests of creditors and the estate. Dismissing Debtor's case will allow Debtor to satisfy its contractual obligations to its distributors outside of bankruptcy and eliminate any prospective liability to Debtor's creditors. Doc. #17; Toor Decl., Doc. #18.

LBR 2015-1(a)(1) and (c) require chapter 11 debtors to file monthly operating reports "not later than the fourteenth (14th) day of the month following the month of the reported period. Reports shall be filed for the portion of a calendar month from the date of filing, and monthly thereafter through the month in which an order of confirmation, conversion or dismissal is entered. If the portion of a calendar month from the date of filing is seven (7) days or less, the report for such period may be combined with the report due for the following calendar month." LBR 2015-1(c). Debtor's chapter 11 case was filed on August 18, 2025, and no monthly operating report has been filed in this case, although the first operating report was due on September 14, 2025.

The court is inclined to permit dismissal of Debtor's case conditioned on Debtor filing all monthly operating reports due as of the time Debtor's bankruptcy case is dismissed.

10. [25-11791](#)-A-11 **IN RE: FRED RAU DAIRY, INC**
[FW-7](#)

MOTION TO EXTEND DEADLINE TO ACCEPT OR REJECT LEASE WITH BATTH FARMS, INC.
9-11-2025 [[111](#)]

FRED RAU DAIRY, INC/MV
PETER FEAR/ATTY. FOR DBT.
OST 9/10/25

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

On September 10, 2025, the court granted the debtor's ex parte motion for an order shortening time to hear the debtor's motion to extend the deadline to

assume or reject a lease. Order, Doc. #108. This motion was set for hearing on September 17, 2025 at 9:30 a.m. pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). 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.

Debtor in possession Fred Rau Dairy, Inc. ("DIP") moves pursuant to 11 U.S.C. § 365(d)(4) to extend for 90 days, to December 16, 2025, the time to assume or reject a nonresidential real property lease ("Lease") with Batth Farms, Inc. Doc. #111.

Pursuant to 11 U.S.C. § 365(d)(4), a debtor must assume or reject an unexpired lease in nonresidential real property under which the debtor is the lessee within 120 days after the voluntary petition is filed unless the court extends the time for cause. 11 U.S.C. § 365(d)(4)(A). The court may extend the 120-day period for up to 90 additional days if a motion is filed prior to the expiration of the 120-day period. 11 U.S.C. § 365(d)(4)(B).

Here, DIP filed its voluntary petition on May 29, 2025, which makes the 120-day deadline September 26, 2025. Doc. #1. DIP timely filed this motion to extend on September 11, 2025. Doc. #111. DIP asserts it is working diligently to prepare a plan of reorganization and needs additional time to determine whether the operations conducted on the nonresidential real property subject to the Lease should be continued. Decl. of Michael Reid, Doc. #113. The court finds cause to extend the time to assume or reject the Lease with Batth Farms, Inc. to December 16, 2025.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED.

11. [25-11791](#)-A-11 **IN RE: FRED RAU DAIRY, INC**
[FW-8](#)

MOTION TO EXTEND DEADLINE TO ACCEPT OR REJECT LEASE WITH F&S RANCHES
9-11-2025 [[115](#)]

FRED RAU DAIRY, INC/MV
PETER FEAR/ATTY. FOR DBT.
OST 9/10/25

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

On September 10, 2025, the court granted the debtor's ex parte motion for an order shortening time to hear the debtor's motion to extend the deadline to assume or reject a lease. Order, Doc. #109. This motion was set for hearing on September 17, 2025 at 9:30 a.m. pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). 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.

Debtor in possession Fred Rau Dairy, Inc. ("DIP") moves pursuant to 11 U.S.C. § 365(d)(4) to extend for 90 days, to December 16, 2025, the time to assume or reject a nonresidential real property lease ("Lease") with F&S Ranches, Inc. Doc. #115.

Pursuant to 11 U.S.C. § 365(d)(4), a debtor must assume or reject an unexpired lease in nonresidential real property under which the debtor is the lessee within 120 days after the voluntary petition is filed unless the court extends the time for cause. 11 U.S.C. § 365(d)(4)(A). The court may extend the 120-day period for up to 90 additional days if a motion is filed prior to the expiration of the 120-day period. 11 U.S.C. § 365(d)(4)(B).

Here, DIP filed its voluntary petition on May 29, 2025, which makes the 120-day deadline September 26, 2025. Doc. #1. DIP timely filed this motion to extend on September 11, 2025. Doc. #115. DIP asserts it is working diligently to prepare a plan of reorganization and needs additional time to determine whether the operations conducted on the nonresidential real property subject to the Lease should be continued. Decl. of Michael Reid, Doc. #117. The court finds cause to extend the time to assume or reject the Lease with F&S Ranches, Inc. to December 16, 2025.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED.

12. [25-11791](#)-A-11 **IN RE: FRED RAU DAIRY, INC**
[FW-9](#)

MOTION TO EXTEND DEADLINE TO ACCEPT OR REJECT LEASE WITH L&L RANCHES, INC.
9-11-2025 [\[119\]](#)

FRED RAU DAIRY, INC/MV
PETER FEAR/ATTY. FOR DBT.
OST 9/10/25

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

On September 10, 2025, the court granted the debtor's ex parte motion for an order shortening time to hear the debtor's motion to extend the deadline to assume or reject a lease. Order, Doc. #110. This motion was set for hearing on September 17, 2025 at 9:30 a.m. pursuant to Local Rule of Practice ("LBR") 9014-1(f)(3). 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.

Debtor in possession Fred Rau Dairy, Inc. ("DIP") moves pursuant to 11 U.S.C. § 365(d)(4) to extend for 90 days, to December 16, 2025, the time to assume or

reject a nonresidential real property lease ("Lease") with L&L Ranches, Inc. Doc. #119.

Pursuant to 11 U.S.C. § 365(d)(4), a debtor must assume or reject an unexpired lease in nonresidential real property under which the debtor is the lessee within 120 days after the voluntary petition is filed unless the court extends the time for cause. 11 U.S.C. § 365(d)(4)(A). The court may extend the 120-day period for up to 90 additional days if a motion is filed prior to the expiration of the 120-day period. 11 U.S.C. § 365(d)(4)(B).

Here, DIP filed its voluntary petition on May 29, 2025, which makes the 120-day deadline September 26, 2025. Doc. #1. DIP timely filed this motion to extend on September 11, 2025. Doc. #119. DIP asserts it is working diligently to prepare a plan of reorganization and needs additional time to determine whether the operations conducted on the nonresidential real property subject to the Lease should be continued. Decl. of Michael Reid, Doc. #121. The court finds cause to extend the time to assume or reject the Lease with L&L Ranches, Inc. to December 16, 2025.

Accordingly, pending opposition being raised at the hearing, this motion will be GRANTED.

1. [25-11302](#)-A-7 **IN RE: JOE SALAZAR**
[JCS-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-1-2025 [\[16\]](#)

21ST MORTGAGE CORP./MV
SCOTT LYONS/ATTY. FOR DBT.
JOHN STEELE/ATTY. FOR MV.
DISCHARGED 8/11/2025; RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtor timely filed written opposition on August 29, 2025. Doc. #27. The movant timely filed a response on September 10, 2025. Doc. #32. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered.

The movant, 21st Mortgage Corporation ("Movant"), seeks confirmation that the automatic stay has terminated pursuant to 11 U.S.C. § 362(h) to permit Movant to proceed to foreclose and enforce its security interest in a manufactured home commonly known as 1991 Champion Decal No. LAT5161 Serial Nos. 0926532981A and 0926532981B (the "Property") located at 2459 N. Oak St, PC #126, Tulare, California 93274. Doc. #16.

Debtor Joe Luis Salazar ("Debtor") filed this chapter 7 bankruptcy case on April 23, 2025. Doc. #1. Movant holds a perfected security interest in the Property. According to Debtor's statement of intention, Debtor intends to retain the Property and continue to make mortgage payments. Doc. #1. The statement of intention does not indicate that Debtor intends to either redeem the Property or enter into a reaffirmation agreement with respect to the Property. Id. Debtor's first meeting of creditors was scheduled for May 27, 2025. See court docket entered on May 30, 2025. A review of the docket in Debtor's bankruptcy case shows that there is no reaffirmation agreement filed between Debtor and Movant.

11 U.S.C. § 362(h) "terminates the section 362(a) stay as to personal property securing a claim . . . if an individual debtor does not timely file his statement of intention under section 521(a)(2) or indicate in the statement that the debtor will either surrender or retain the collateral, and if retaining, either redeem or reaffirm. Section 362(h) also lifts the stay (and abandons the property) if the debtor does not timely perform the action specified in the statement of intention." Dumont v. Ford Motor Credit Co. (In re Dumont), 383 B.R. 481, 486 (B.A.P. 9th Cir. 2008), aff'd, 581 F.3d 1104 (9th Cir. 2009) (footnotes omitted). A manufactured home is personal property

and subject to 11 U.S.C. § 362(h). In re Williamson, 540 B.R. 460 (Bankr. D.N.M. 2015). Under 11 U.S.C. § 521(a)(2)(B), the debtor must perform the intention set forth in the statement of intention within 30 days after the first date set for the meeting of creditors unless extended by the court within the initial 30-day period.

Movant asserts Debtor has no equity in the Property and that the Property is not adequately protected since Debtor refused to enter into a reaffirmation agreement with Movant. Doc. #16; Decl. of Liz Khorsheed, Doc. #20. Debtor's case was discharged on August 11, 2025. Doc. #24. In opposition, Debtor asserts that the Property was inadvertently underestimated and filed an Amended Schedule A/B to reflect the correct value and equity cushion held by Debtor. Am. Schedule A/B, Doc. #26; Doc. #27; Decl. of Joe Luis Salazar, Doc. #28. Debtor believes no cause exists to grant this motion because Movant has adequate protection through a sufficient equity cushion and because Debtor tenders regular cash payments to Movant. Doc. #27; Salazar Decl., Doc. #28. However, if necessary, Debtor could temporarily set aside his discharge to file a reaffirmation agreement with the court. Id.

Here, Debtor timely filed a statement of intention indicating that Debtor would retain the Property and continue to make mortgage payments. Doc. #1. The statement of intention does not indicate whether Debtor would redeem the Property or enter into a reaffirmation agreement. Id. The first date set for Debtor's meeting of creditors was May 27, 2025. See court docket entered on May 30, 2025. Thirty days after May 27, 2025 was June 26, 2025. Debtor did not file a reaffirmation agreement with Movant by June 26, 2025, and did not seek an extension of the time to do so within that 30-day period. Thus, pursuant to 11 U.S.C. § 362(h)(1)(B), the automatic stay under 11 U.S.C. § 362(a) has terminated with respect to the Property. Dumont v. Ford Motor Credit Co. (In re Dumont), 581 F.3d 1104, 1113-1114 (9th Cir. 2009).

Accordingly, after considering Debtor's opposition, Movant's reply and applicable Ninth Circuit authority, the motion will be granted pursuant to 11 U.S.C. § 362(h) to permit Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the automatic stay with respect to the Property has terminated by statute.

2. [23-12030](#)-A-7 **IN RE: CALIFORNIA'S CUSTOM CONCESSION TRAILERS, LLC**
[ICE-5](#)

MOTION TO PAY
7-23-2025 [\[65\]](#)

IRMA EDMONDS/MV
JONATHAN DOAN/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Irma Edmonds ("Trustee"), the chapter 7 trustee of the bankruptcy estate of California's Custom Concession Trailers, LLC ("Debtor"), moves the court for an order authorizing the payment of \$900.00 to the California Franchise Tax Board ("FTB") for income tax due by the bankruptcy estate for the 2023 tax year. Doc. #65. Trustee also requests authority to pay in the future, without further court approval, any minimum yearly tax liability of \$800.00 owed to the FTB by the bankruptcy estate. Id.

11 U.S.C. § 503(b)(1)(B) states that, after notice and a hearing, administrative expenses shall be allowed for "any tax [] incurred by the estate, whether secured or unsecured, including property taxes . . . except a tax of a kind specified in section 507(a)(8) of this title[.]" "Pursuant to this subsection of § 503, a claim is entitled to allowance as an administrative expense if two requirements are satisfied: the tax must be incurred by the estate and the tax must not be a tax of a kind specified in § 507[(a)(8)]." Towers v. United States (In re Pacific-Atlantic Trading Co.), 64 F.3d 1292, 1298 (9th Cir. 1995). Here, Trustee has shown that current tax was incurred by the estate, the future tax will be incurred by the estate, and the tax is not a tax of the kind specified in § 507(a)(8). Decl. of Irma Edmonds, Doc. #67.

Accordingly, this motion is GRANTED. The estate is authorized to pay \$900.00 to the FTB for the 2023 tax year plus any minimum yearly tax liability of \$800.00 owed to the FTB by the bankruptcy estate in the future.

3. [25-11547](#)-A-7 **IN RE: EDWARD/VANESSA BEAUNE**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
8-22-2025 [\[31\]](#)

\$34.00 FILING FEE PAID 8/22/25

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the filing fee now due has been paid.

MOTION FOR COMPENSATION FOR JAMES SALVEN, ACCOUNTANT(S)
8-5-2025 [\[39\]](#)

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

James E. Salven ("Movant"), certified public accountant for chapter 7 trustee Peter L. Fear ("Trustee"), requests allowance of final compensation and reimbursement for expenses for services rendered from July 22, 2025 through August 5, 2025. Doc. #39; Ex. A, Doc. #42. Movant provided accounting services valued at \$1,736.00, and requests compensation for that amount. Doc. #39. Movant requests reimbursement for expenses in the amount of \$157.98. Id. This is Movant's first and final fee application. Trustee consents to the amount requested in Movant's application. Doc. #44.

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

Movant's services included, without limitation: (1) conflict review and prepare employment application; (2) various telephone calls and emails to debtor; (3) input various tax return data to tax system; (4) collect data regarding property turned over and auction sale; and (5) prepare, file and serve fee application. Decl. of James E. Salven, Doc. #41; Ex. A, Doc. #42. The court finds the compensation and reimbursement sought are reasonable, actual, and necessary.

This motion is GRANTED on a final basis. The court allows final compensation in the amount of \$1,736.00 and reimbursement for expenses in the amount of \$157.98. Trustee is authorized to make a combined payment of \$1,893.98,

representing compensation and reimbursement, to Movant. Trustee is authorized to pay the amount allowed by this order from available funds only if the estate is administratively solvent and such payment is consistent with the priorities of the Bankruptcy Code.

5. [23-11655](#)-A-7 **IN RE: POOL KINGDOM INC.**
[ICE-1](#)

MOTION FOR ADMINISTRATIVE EXPENSES
7-22-2025 [\[25\]](#)

IRMA EDMONDS/MV
JUSTIN HARRIS/ATTY. FOR DBT.
IRMA EDMONDS/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

Irma Edmonds ("Trustee"), the chapter 7 trustee of the bankruptcy estate of Pool Kingdom, Inc. ("Debtor"), moves the court for an order authorizing the payment of \$848.00 to the California Franchise Tax Board ("FTB") for income tax due by the bankruptcy estate for the 2023 tax year and \$800.00 to the FTB for income tax due by the bankruptcy estate for the 2024 tax year. Doc. #25.

11 U.S.C. § 503(b)(1)(B) states that, after notice and a hearing, administrative expenses shall be allowed for "any tax [] incurred by the estate, whether secured or unsecured, including property taxes . . . except a tax of a kind specified in section 507(a)(8) of this title[.]" "Pursuant to this subsection of § 503, a claim is entitled to allowance as an administrative expense if two requirements are satisfied: the tax must be incurred by the estate and the tax must not be a tax of a kind specified in § 507[(a)(8)]." Towers v. United States (In re Pacific-Atlantic Trading Co.), 64 F.3d 1292, 1298 (9th Cir. 1995). Here, Trustee has shown that the taxes for the 2023 tax year and the 2024 tax year were incurred by the estate and the tax is not a tax of the kind specified in § 507(a)(8). Decl. of Irma Edmonds, Doc. #27.

Accordingly, this motion is GRANTED. The estate is authorized to pay \$848.00 to the FTB for the 2023 tax year and \$800.00 to the FTB for the 2024 tax year.

MOTION TO AVOID LIEN OF WINDSOR NORTH OWNERS ASSOCIATION, LLC
8-18-2025 [\[52\]](#)

ORA HOWARD/MV
JERRY LOWE/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted if record sufficiently supplemented.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the non-responding parties in interest are entered. Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, and the court needs clarification before it can grant this motion.

Ora Mae Howard ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Windsor North Owners Association, LLC ("Creditor") on the residential real property commonly referred to as 1903 W. Santa Ana, Fresno California 93705 (the "Property"). Doc. #52; Am. Schedules C & D, Doc. #15.

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

Debtor filed the bankruptcy petition on May 8, 2024. Doc. #1. A judgment was entered against Debtor in the amount of \$24,932.45 in favor of Creditor on January 6, 2012. Ex. A, Doc. #55. The abstract of judgment was recorded pre-petition in Fresno County on August 16, 2023, as document number 2013-0117169. Ex. A, Doc. #55. The lien attached to Debtor's interest in the Property located in Fresno County. Doc. #52. The Property also is encumbered by a mortgage in favor of Select Portfolio Servicing, Inc. in the amount \$103,357.46 as of the petition date. Decl. of Ora Mae Howard, Doc. #54. Debtor claimed an exemption of \$456,483.00 in the Property under California Code of Civil Procedure § 704.730. Am. Schedule C, Doc. #15. Debtor asserts a market value for the Property as of the petition date at \$560,000.00. Am. Schedule A/B, Doc. #15.

According to the debtor's Amended Schedule D, the Property is encumbered by a judicial lien in favor of State of California - EDD in the amount of \$8,507.00 in addition to the judicial lien of Creditor in the amount of \$24,932.00.

However, neither Amended Schedule D nor the motion provide a date on which the judicial lien in favor of State of California - EDD attached to the Property, so the court is unable to determine whether the judicial lien in favor of State of California - EDD is junior or senior to Creditor's judicial lien.

Am. Schedule D, Doc. #15; Howard Decl., Doc. #54. In order to determine whether a judicial lien is subject to avoidance under 11 U.S.C. § 522(f)(1), 11 U.S.C. § 522(f)(2)(A)(ii) requires the court to consider all consensual lien and senior judicial liens on the Property. Without clarification as to whether the judicial lien in favor of State of California - EDD is junior or senior to Creditor's lien, the court cannot determine whether Creditor's lien should be fully or partially avoided.

Applying the statutory formula if the judicial lien in favor of State of California - EDD is senior to Creditor's lien:

Amount of Creditor's judicial lien		\$24,932.45
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$111,864.46
Amount of Debtor's claim of exemption in the Property	+	\$456,483.00
		\$593,279.91
Value of Debtor's interest in the Property absent liens	-	\$560,000.00
Amount Creditor's lien impairs Debtor's exemption		\$33,279.91

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is insufficient equity to support Creditor's judicial lien if the judicial lien in favor of State of California - EDD is senior to Creditor's lien. Therefore, the fixing of this judicial lien impairs Debtor's exemption in the Property and its fixing will be avoided. It appears Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1), and the motion should be GRANTED.

However, applying the statutory formula if the judicial lien in favor of State of California - EDD is junior to Creditor's lien:

Amount of Creditor's judicial lien		\$24,932.45
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$103,357.46
Amount of Debtor's claim of exemption in the Property	+	\$456,483.00
		\$584,772.91
Value of Debtor's interest in the Property absent liens	-	\$560,000.00
Amount Creditor's lien impairs Debtor's exemption		\$24,772.91

After application of the arithmetical formula required by § 522(f)(2)(A), the court finds there is sufficient equity to support Creditor's judicial lien in part if the judicial lien in favor of State of California - EDD is junior to Creditor's lien. Creditor's lien will be avoided in the amount of \$24,772.91 and not avoided in the amount of \$159.54.

Accordingly, subject to Debtor sufficiently supplementing the record at the hearing, the court is inclined to GRANT the motion either in full if the judicial lien in favor of State of California - EDD is senior to Creditor's lien or in part if the judicial lien in favor of State of California - EDD is junior to Creditor's lien. In either case, the proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

MOTION TO EXTEND DEADLINE TO FILE A COMPLAINT OBJECTING TO DISCHARGE OF
THE DEBTOR
8-8-2025 [\[38\]](#)

PETER FEAR/MV
STEPHAN BROWN/ATTY. FOR DBT.
GABRIEL WADDELL/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Granted.

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

This motion was set for hearing on at least 28 days' notice prior to the hearing date pursuant to Local Rule of Practice ("LBR") 9014-1(f)(1). The debtor timely filed written non-opposition on August 25, 2025. Doc. #42. The failure of creditors, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. Cf. Ghazali v. Moran, 46 F.3d 52, 53 (9th Cir. 1995). 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 non-responding parties are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

Peter L. Fear, chapter 7 trustee ("Trustee"), moves for an order extending the time for Trustee as well as all creditors and interested parties to file an adversary proceeding to object to the discharge of Ricardo Cazares and Lori Angelica Cazares (together, "Debtors") in this chapter 7 bankruptcy case under 11 U.S.C. § 727. Motion, Doc. #38. On June 26, 2025, the court previously granted Trustee's motion to extend the time for filing an adversary proceeding objections to Debtors' discharge and extended the deadline to August 31, 2025. Order, Doc. #33. Trustee now seeks a further extension of time to October 31, 2025. Motion, Doc. #38. Debtors filed a non-opposition to Trustee's second motion. Doc. #42.

Federal Rule of Bankruptcy Procedure ("Rule") 4004(a) states that "[i]n a chapter 7 case, a complaint... objecting to a discharge must be filed within 60 days after the first date set for the § 341(a) meeting of creditors." Rule 4004(b)(1) provides that, "[o]n motion of any party in interest, after notice and a hearing, the court may, for cause, extend the time to object to discharge." Trustee's motion was filed within sixty days of the first date set for the meeting of creditors and is timely.

After review of the included evidence, the court finds that "cause" exists to extend the time for filing a complaint objecting to Debtor's discharge under 11 U.S.C. § 727. Debtors' 341 meeting of creditors was continued to June 12, 2025 and then further continued to July 10, 2025, July 17, 2025, July 24, 2025,

July 31, 2025, August 1, 2025 and August 7, 2025. Decl. of Peter L. Fear, Doc. #40. Upon reviewing the court's docket, the meeting of creditors has been further continued to September 18, 2025 at 3:00 p.m. See court docket entry entered on August 9, 2025. Debtors have still failed to timely provide documentation needed by Trustee and, at the time this motion was filed, Trustee was still waiting for access to Debtors' accounting software. Fear Decl., Doc. #40. Trustee requires further time to conduct his investigation given the delays. Motion, Doc. #38; Fear Decl., Doc. #40.

Accordingly, the motion is GRANTED. The time for Trustee as well as all creditors and interested parties to file a complaint objecting to the discharge of Debtors is extended to October 31, 2025.

8. [25-12670](#)-A-7 **IN RE: NATHAN ZARCONE**
[DAT-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
9-2-2025 [\[16\]](#)

KAREN GHARIBIANS/MV
ERIC ESCAMILLA/ATTY. FOR DBT.
DAVID TRINH/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

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

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

The movant, Karen Gayaneh Gharibians, Trustee of the Karen Gayaneh Gharibians Trust ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) to permit Movant to initiate an unlawful detainer action against debtor Nathan Neal Zarccone ("Debtor") in reference to Debtor's occupancy of real property located at 6568 N. Kennedy Avenue, Fresno, California 93710 (the "Property"). Doc. #16.

Movant is the current owner of the Property, and Debtor rented the Property from Movant on a month-to-month residential lease. Decl. of Karen Gayaneh Gharibians, Doc. #18. The initial rate for rent was \$1,395.00 a month, which was increased to \$1,685.00. Gharibians Decl., Doc. #18; Ex. C, Doc. #19. As of July 1, 2025, Debtor was behind in rent payments in the amount of \$2,970.00. Gharibians Decl., Doc. #18. On July 17, 2025, Movant served a three-day notice to pay rent or quit on Debtor. Id.; Ex. B, Doc. #19. Debtor filed the instant bankruptcy case on August 7, 2025. Doc. #1.

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11 U.S.C. § 362(d) (1) ANALYSIS

11 U.S.C. § 362(d) (1) allows the court to grant relief from the automatic stay for cause. "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). When a movant prays for relief from the automatic stay to initiate or continue non-bankruptcy court proceedings, a bankruptcy court may consider the "Curtis factors" in making its decision. In re Kronemyer, 405 B.R. 915, 921 (B.A.P. 9th Cir. 2009). "[T]he Curtis factors are appropriate, nonexclusive, factors to consider in determining whether to grant relief from the automatic stay" to allow litigation in another forum. Id. The Curtis factors include: (1) whether the relief will result in a partial or complete resolution of the issues; (2) the lack of any connection with or interference with the bankruptcy case; (3) whether the non-bankruptcy forum has the expertise to hear such cases; (4) whether litigation in another forum would prejudice the interests of other creditors; and (5) the interest of judicial economy and the expeditious and economical determination of litigation for the parties. In re Curtis, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984).

Here, granting Movant's relief from the automatic stay will allow Movant to initiate an unlawful detainer action against Debtor in state court, which will allow the issue of possession of the Property to be adjudicated on its merits. Further, the interests of judicial economy favor granting relief from the automatic stay so that Movant can regain possession of the Property. Finally, permitting Movant to pursue a judgment in state court will not prejudice the interests of Debtor as Debtor has no legal right to occupy the Property through ownership. Gharibians Decl., Doc. #18. Debtor will suffer no legally cognizable harm by being forced to resolve an unlawful detainer action in state court.

For these reasons, the court finds that cause exists to lift the stay pursuant to 11 U.S.C. § 362(d) (1) to permit Movant to initiate an unlawful detainer action in state court and enforce any resulting judgment.

11 U.S.C. § 362(d) (2) ANALYSIS

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

Here, the court finds that Debtor is not the owner of the Property and does not have any equity in the Property. Further, the Property is not necessary to an effective reorganization because Debtor is in chapter 7.

For these reasons, the court finds that cause exists to lift the stay pursuant to 11 U.S.C. § 362(d) (2).

CONCLUSION

Accordingly, pending opposition being raised at the hearing, the court will grant the motion pursuant to 11 U.S.C. § 362(d) (1) and (d) (2) to permit Movant to proceed under applicable nonbankruptcy law to initiate an unlawful detainer action in state court and to enforce any resulting judgment for unlawful detainer, including all necessary steps to obtain possession of the Property from Debtor. No other relief is awarded.

Because Debtor has no legal right to occupy the Property through ownership the 14-day stay of Fed. R. Bankr. P. 4001(a) (3) will be ordered waived.

9. [25-12371](#)-A-7 **IN RE: APPLE/ANTHONY SYMNS**

CONTINUED ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION
IN PACER
8-4-2025 [\[16\]](#)

JOHN VARLEY/ATTY. FOR DBT.

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the incorrect contact information was updated by the debtors' counsel. Therefore, this order to show cause will be VACATED. No appearance is necessary.

10. [25-11972](#)-A-7 **IN RE: HERIBERTO GARCIA VARGAS**
[NES-1](#)

MOTION TO AVOID LIEN OF INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB
8-7-2025 [\[13\]](#)

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

As an informative matter, Federal Rule of Bankruptcy Procedure ("Rule") 9014(b) requires a motion to avoid a lien under 11 U.S.C. § 522(f) be served "in the manner provided for service of a summons and complaint by Rule 7004." Rule 7004(b)(3) provides that service upon an unincorporated association be mailed "to the attention of an officer, managing or general agent, or to any other agent authorized by appointment or law to receive service of process[.]" Fed. R. Bankr. P. 7004(b)(3).

Here, the certificate of service filed in connection with this motion shows that Creditor was served by U.S. mail to the attention of an agent for service of process. See Doc. #18. Accordingly, service is proper on Creditor through this method. However, the service on Gene Bohem by itself would not have complied with Rule 7004(b) (3).

The certificate of service filed in connection with this motion shows that the motion and supporting papers were served on Mr. Bohem, but that service was not to his attention as Creditor's president and also did not include the name of the corporate entity being served. See Doc. #18. Specifically, the pleadings were served as follows:

Gene Bohem
1000 AAA Drive
Heathrow, FL 32746

In the future, to comply with Rule 7004(b) (3), service should be made in the name of the corporate entity followed on the next line to the attention of the officer, managing or general agent, or authorized agent of the corporate entity on which the motion is being served. For example, in this case, service should have been made as follows:

Interinsurance Exchange of the Automobile Club
Attn: Gene Bohem, President
1000 AAA Drive
Heathrow, FL 32746

Heriberto Garcia Vargas ("Debtor"), the debtor in this chapter 7 case, moves pursuant to 11 U.S.C. § 522(f) and Federal Rules of Bankruptcy Procedure 4003(d) and 9014 to avoid the judicial lien of Interinsurance Exchange of the Automobile Club. ("Creditor") on the residential real property commonly referred to as 700 Gran Canaria Lane, Bakersfield, California 93307 (the "Property"). Doc. #13; Schedule C, Doc. #1; Schedule D, Doc. #1.

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

Debtor filed the bankruptcy petition on June 12, 2025. Doc. #1. A judgment was entered against Debtor in the amount of \$25,583.76 in favor of Creditor on August 1, 2014, and renewed on June 4, 2024 in the amount of \$50,804.82. Ex. A, Doc. #17. The abstract of judgment was recorded pre-petition in Kern County on December 31, 2014, as document number 0214163263 and the renewed abstract of judgment was recorded pre-petition in Kern County on August 19, 2024, as document number 224097780. Id. The lien attached to Debtor's interest in the Property located in Kern County. Doc. #13. The Property also is encumbered by a lien in favor of Planet Home Lending, LLC in the amount \$254,585.00. Schedule D, Doc. #1. Debtor claimed an exemption of \$61,435.00 in the Property under California Code of Civil Procedure § 704.730. Schedule C, Doc. #1. Debtor asserts a market value for the Property as of the petition date at \$316,020.00. Schedule A/B, Doc. #1.

Applying the statutory formula:

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Amount of Creditor's judicial lien		\$50,804.82
Total amount of all other liens on the Property (excluding junior judicial liens)	+	\$254,585.00
Amount of Debtor's claim of exemption in the Property	+	\$61,435.00
		\$366,824.82
Value of Debtor's interest in the Property absent liens	-	\$316,020.00
Amount Creditor's lien impairs Debtor's exemption		\$50,804.82

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

Debtor has established the four elements necessary to avoid a lien under 11 U.S.C. § 522(f)(1). Accordingly, this motion is GRANTED. The proposed order shall state that Creditor's judicial lien is avoided on the subject Property only and include a copy of the abstract of judgment as an exhibit.

11. [25-11780](#)-A-7 **IN RE: JOSEPH BOWMAN**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
7-31-2025 [\[17\]](#)

AMERICAN HONDA FINANCE CORPORATION/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This motion is DENIED WITHOUT PREJUDICE for failure to comply with this court's local rules.

Local Rule of Practice ("LBR") 9004-1(c) requires that all pleadings and non-evidentiary documents shall be signed by the individual attorney for the party presenting them, or by the party involved if that party is appearing in propria persona. Affidavits and certifications shall be signed by the person offering the evidentiary material contained in the document. The name of the person signing the document shall be typed underneath the signature. Here, the declaration is not signed by Brandon Carpenter, who is the declarant offering the evidentiary material. Decl. of Jason DeGroote, Doc. #20. Rather, the declaration is notarized by a notary public in the place where the declarant's signature should be. While in this court a declaration is not required to be notarized, the notary public signature alone, without the signature of the declarant offering the evidentiary material, does not satisfy the requirements of LBR 9004-1(c).

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-8-2025 [\[10\]](#)

TD BANK, N.A./MV
D. GARDNER/ATTY. FOR DBT.
SHERYL ITH/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

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

The movant, TD Bank, N.A. ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a 2021 Infinity Q50, VIN: JN1EV7CP4MM700520 ("Vehicle"). Doc. #10.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtor has failed to make at least four complete pre-petition payments. Movant has produced evidence that the debtor is delinquent by at least \$3,167.10 plus late fees of \$126.68. Decl. of David L. Tagliaferri, Doc. #12. According to the debtor's statement of intention, the Vehicle will be surrendered. Doc. #1.

The court also finds that the debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtor is in chapter 7. The Vehicle is valued at \$31,150.00 and the debtor owes \$31,314.61. Tagliaferri Decl., Doc. #12; Decl. of John Eng, Doc. #13.

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

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

13. [25-12382](#)-A-7 **IN RE: SLEEP FIT CORPORATION**

ORDER TO SHOW CAUSE FOR FAILURE TO UPDATE CONTACT INFORMATION IN PACER
8-6-2025 [\[25\]](#)

RILEY WALTER/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: The order to show cause will be vacated.

ORDER: The court will issue an order.

The record shows that the incorrect contact information was updated by the debtor's counsel. Therefore, this order to show cause will be VACATED. No appearance is necessary.

14. [23-12187](#)-A-7 **IN RE: JOEL/NORMA MARTIN**
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-11-2025 [\[26\]](#)

EXETER FINANCE LLC/MV
JERRY LOWE/ATTY. FOR DBT.
SHERYL ITH/ATTY. FOR MV.
DISCHARGED 01/22/2024

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.

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

(except those relating to amount of damages). Televideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires a moving party make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtors' interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtors' discharge was entered on January 22, 2024. Doc. #21. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, 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 2015 Mini Cooper, VIN: WMWZC3C52FWP53247 ("Vehicle"). Doc. #26.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors have failed to make at least seven complete post-petition payments. Movant has produced evidence that the debtors are delinquent by at least \$2,450.06 plus late fees of \$140.00 and NSF fees of \$75.00. Decl. of Nancy Wafer, Doc. #31. The Vehicle was voluntarily surrendered to Movant on July 30, 2025. Id.

The court also finds that the debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because the debtors are in chapter 7. Movant values the Vehicle at \$7,300.00 and the amount owed to Movant is \$13,481.30. Wafer Decl., Doc. #31.

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

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

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-12-2025 [\[16\]](#)

SERVBANK, N.A./MV
STEPHEN LABIAK/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.
DISCHARGED 8/26/25

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

DISPOSITION: Granted in part and denied in part.

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

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

The motion will be GRANTED IN PART as to the trustee's interest and DENIED AS MOOT IN PART as to the debtors' interest pursuant to 11 U.S.C. § 362(c)(2)(C). The debtors' discharge was entered on August 26, 2025. Doc. #22. The motion will be GRANTED IN PART for cause shown as to the chapter 7 trustee.

The movant, ServBank ("Movant"), seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) and (d)(2) with respect to a piece of real property located at 154 C Street, Lemoore, California 93245 ("Property"). Doc. #16.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because the debtors have been in default since August 1, 2024 and are delinquent by at least \$28,631.35. Decl. of Ashley Reza, Doc. #19. The debtors' statement of intention indicates that the debtors intend to surrender the Property. Doc. #1.

While the property is not necessary to an effective reorganization because the debtors are in chapter 7, based on Movant's evidence, the debtors have equity in the Property. Debtors value the Property at \$392,000.00. Doc. #1. The value of the "equity cushion" in the Property exceeds Movant's total claim of \$364,076.97, and Movant holds the only lien on the Property. Schedule D, Doc. #1; Reza Decl., Doc. #19. Therefore, Debtors have equity in the Property.

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

The order shall also provide that the bankruptcy proceeding has been finalized for purposes of California Civil Code § 2923.5.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the debtors intend to surrender the Property.