



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

Hearing Date: Tuesday, September 23, 2025

Unless otherwise ordered, all matters before the Honorable René Lastreto II, shall be simultaneously: (1) **In Person** at, Courtroom #13 (Fresno hearings only), (2) via **ZoomGov Video**, (3) via **ZoomGov Telephone**, and (4) via **CourtCall**. You may choose any of these options unless otherwise ordered or stated below.

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

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

Please also note the following:

- Parties in interest and/or their attorneys may connect to the video or audio feed free of charge and should select which method they will use to appear when signing up.
- Members of the public and the press who wish to attend by ZoomGov may only listen in to the hearing using the Zoom telephone number. Video participation or observing are not permitted.
- Members of the public and the press may not listen in to trials or evidentiary hearings, though they may attend in person unless otherwise ordered.

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

1. Review the [Pre-Hearing Dispositions](#) prior to appearing at the hearing.
2. Parties appearing via CourtCall are encouraged to review the [CourtCall Appearance Information](#). If you are appearing by ZoomGov phone or video, please join at least 10 minutes prior to the start of the calendar and wait with your microphone muted until the matter is called.

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INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

Post-Publication Changes: The court endeavors to publish its rulings as soon as possible. However, calendar preparation is ongoing, and these rulings may be revised or updated at any time prior to 4:00 p.m. the day before the scheduled hearings. Please check at that time for any possible updates.

9:30 AM

1. [20-10809](#)-B-11 **IN RE: STEPHEN SLOAN**
[WF-35](#)

MOTION FOR ORDER APPROVING MODIFICATION OF LISTING
AGREEMENTS
8-18-2025 [[849](#)]

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

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

DISPOSITION: Granted.

ORDER: The moving party will submit an order in conformance
with this opinion.

Terence J. Long, Plan Administrator in the above-styled Chapter 11 case ("Plan Administrator" or "Long") moves for an order, extending certain listing agreements between Plan Administrator and Pearson Realty to January 31, 2026. Doc. #849 *et seq.* Long also seeks authorization to modify the listing to reduce the acreage from 143.08 acres to 139.78 acres to reflect a prior sale of 3.3 acres and to reduce the listing. *Id.*

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED.

Stephen William Sloan ("Debtor") filed Chapter 11 bankruptcy on March 2, 2020. Doc. #1. On February 2, 2022, the plan of reorganization was

confirmed which, *inter alia*, appointed Long as Plan Administrator. Doc. #483. Pursuant to provisions of the plan, Long has authority to liquidate the assets of Emerald California Investments, LLC ("Emerald") collectively known as the "Calaveras Properties." *Id.*

On April 15, 2024, this court granted Plan Administrator's motion to employ Pearson Realty to market and sell various properties of Debtor. Doc. #601. These properties include: (1) 143.08 acres of vacant land in Calaveras County (hereinafter "Plot 1"); (2) 58.21 acres of vacant land in Calaveras County (hereinafter "Plot 2"); (3) a 50.45-acre almond orchard in Los Banos, CA; and (4) a 64.6-acre pistachio orchard in Los Banos, CA. Doc. #702. Of those, all but Plots 1 and 2 have been sold, and the sale of 3.3 acres of Plot 1 Property was approved by the court on February 25, 2025. Doc. #823. This reduced the acreage of Plot 1 from 143.08 to 139.78.

The original listing agreements expired on July 31, 2024. Doc. #675. The Plan Administrator sought and obtained extensions of the listing agreements to January 31, 2025, and then to July 31, 2025 (covering only Plots 1 and 2). *Id.*; Docs. #731, #821.

The Plan Administrator now seeks a further extension of the listing period to January 1, 2026. Doc. #849. He also seeks to reduce the acreage in the listing from 143.08 to 139.78 to reflect the sale of 3.3 acres. *Id.* Finally, he seeks authorization to reduce the listing prices in the listing agreements to \$698,900.00 for Plot 1 and \$291,050.00 for Plot 2 (approximately \$5,000.00 per acre) to attract more bids on those two properties. Doc. #851 (Decl. of Terrance Long). The Plan Administrator declares his belief that extending the listing agreements will afford him time to continue to administer the Plan. *Id.*

No party in interest has opposed this motion. This motion will be GRANTED. The Plan Administrator is authorized (1) to extend the listing agreements alluded to in this opinion to January 31, 2026, (2) to amend the listing agreement for Plot 1 from 143.08 acres to 139.78 acres, and (3) to reduce the listing price in the listing agreements from \$698,900 for the 139.78 acres and \$291,050.00 for the 58.21 acres.

2. [25-10619](#)-B-11 **IN RE: BLACK ROCK MINING, LLC**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 VOLUNTARY PETITION
2-28-2025 [[1](#)]

STEPHEN WADE/ATTY. FOR DBT.

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

DISPOSITION: Continued to October 7, 2025, at 9:30 a.m.

ORDER: The court will issue the order.

This matter is hereby CONTINUED to October 7, 2025, at 9:30 a.m. to be heard in conjunction with the Trustee's *Motion to Dismiss or Convert* which is set for that day.

3. [25-10619](#)-B-11 **IN RE: BLACK ROCK MINING, LLC**
[UST-1](#)

MOTION TO DISMISS CASE AND/OR MOTION TO CONVERT CASE FROM
CHAPTER 11 TO CHAPTER 7
9-2-2025 [[73](#)]

PETER ANDERSON/MV
STEPHEN WADE/ATTY. FOR DBT.
MICHAEL FLETCHER/ATTY. FOR MV.
WITHDRAWN 9/11/25

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

DISPOSITION: Withdrawn.

No order is required.

On September 11, 2025, the Trustee withdrew this *Motion to Dismiss and/or Convert* this case. Doc. #75. Accordingly, this motion is WITHDRAWN.

4. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**
[FEN-1](#)

MOTION TO EMPLOY J. JACKSON WASTE AS ATTORNEY(S)
8-21-2025 [[249](#)]

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

NO RULING.

5. [25-11642](#)-B-12 **IN RE: TONY/JULIE JORGE**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 12 VOLUNTARY PETITION
5-20-2025 [[1](#)]

PETER FEAR/ATTY. FOR DBT.

NO RULING.

6. [25-11642](#)-B-12 **IN RE: TONY/JULIE JORGE**
[FW-4](#)

MOTION TO CONFIRM CHAPTER 12 PLAN
8-19-2025 [[31](#)]

JULIE JORGE/MV
PETER FEAR/ATTY. FOR DBT.

NO RULING.

7. [25-10345](#)-B-12 **IN RE: KENNETH/BEVERLY ZWART**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 12 VOLUNTARY PETITION
2-6-2025 [[1](#)]

DAVID JOHNSTON/ATTY. FOR DBT.

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

DISPOSITION: Concluded and dropped from the calendar.

No order is required.

On September 3, 2025, an Order of Dismissal was entered in this case. Doc. #76. Accordingly, this Status Conferences is CONCLUDED and will be DROPPED from the calendar.

8. [24-12751](#)-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
[FRB-5](#)

MOTION TO SELL FREE AND CLEAR OF LIENS AND/OR MOTION TO
REJECT LEASE OR EXECUTORY CONTRACT
9-9-2025 [[262](#)]

AMERICAN AGCREDIT, PCA/MV
PETER FEAR/ATTY. FOR DBT.
OST 9/10/25

TENTATIVE RULING: This matter will proceed as scheduled

DISPOSITION: Granted in part.

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

Secured creditors, American AgCredit, PCA ("PCA"), American AgCredit FLCA ("FLCA," collectively, "AgCredit"), and debtors and debtors in possession, Bikram Singh ("Singh") and Harsimran Kaur (together, "Debtors," and with AgCredit, "Movants"), jointly request that the Court enter an order approving the sale of certain Properties (defined below) free and clear of all liens, claims, encumbrances, and other interests and rejecting unexpired nonresidential real property leases pursuant to 11 U.S.C. §§ 363 and 365 ("the Motion"). Doc. #262 set seq. The Motion is based on the Declarations of Bikram Singh, Receiver David P. Stapleton, the real estate broker, and counsel the exhibits filed in support of this motion, and a Memorandum of Points and Authorities. *Id.*

Movants seek authorization to sell the following properties:

- a. Property 1: approximately 642.83 Acres of Almonds on the N side of Mt. View at Calaveras, NWC of Cerini and San Mateo in Cantua Creek, Fresno, California, APNs: 038-090-35S and 040-020-14S ("Property 1").
- b. Property 2: approximately 385.77 Acres of Almonds on the N side of Mt. View at Calaveras, NWC of Cerini and San Mateo in Cantua Creek, Fresno, California, APN: 045-061-61S ("Property 2").
- c. Property 3: approximately 231.54 Acres of Almonds West of I-5 North of CA-33 in Cantua Creek, Fresno, California, APNs: 045-090-09S, 18S, 42S, 45S, and 46S ("Property 3" and, collectively with Properties 1 and 2, "the Properties").

The buyers are Global Kirpa LLC and Gurkirpa LLC, or assignee (collectively "Buyer"), and the proposed sale price is \$15,195,877.00. Docs. ##272-74 (Exhibit 11 - Purchase and Sale Agreement).

The Motion was set for hearing on shortened notice with an order to shorten time ("OST") under the procedure specified in Local Rule of Practice ("LBR") 9014-1(f)(3). Doc. #278. The OST specified that any opposition to the Motion was due no later than September 16, 2025. *Id.* No party in interest timely filed an opposition to the motion, and the defaults of all non-responding parties are entered.

This motion will be GRANTED IN PART, as outlined below.

BACKGROUND

Except where noted otherwise, the facts as outlined below are drawn from the Motion (Doc. #262) and the accompanying Memorandum of Authorities (Doc. #266), which were filed jointly by all Movants.

Debtors filed for Chapter 11 on September 22, 2024. Doc. #1. AgCredit holds secured claims arising from seven loans and/or guarantees of loans secured by multiple deeds of trust and security agreements, with an outstanding aggregate balance owed for all loans exceeding of \$20 million. AgCredit both filed a lawsuit ("the State Court Action") against Debtors and commenced nonjudicial foreclosures on its deeds of trust prepetition. The loans are described more fully in the Memorandum of Authorities, but those descriptions are not germane to the disposition of this matter except that they reflect that the last of the seven loans was perfected on June 24, 2022.

There are apparently three tenants who are leasing some or all of the Properties: Friends Farm Inc. ("Friends"), Lucky Estates, Inc. ("Lucky"), and Arjun Farms, Inc. ("Arjun" and collectively, the "Tenants"). It appears that all three Tenants are insiders with Debtors. It also appears that all three Tenants executed subordination agreements whereby their respective leasehold interests were subordinated to either PCA or FLCA.

The Fresno County Tax Collector asserts a lien against the Properties in the amount of \$91,876.11. POC #44-1. Lion Farms, LLC asserts a judicial lien against Debtors, recorded in Fresno County on February 1, 2024, arising from a judgment in the amount of \$20,328.62. Doc. #268 (Exhibit 6, pg. 13); (POC #27-1). This lien is junior to AgCredit's liens.

The moving papers identify twenty-six (26) entities ("the Entities") with "liens or interests" against Debtors but which purportedly have no interest in the Properties, as these entities only hold personal property liens against Debtors or else liens only recorded in Madera County and not Fresno County where the Properties are located. While other entities assert claims against Debtors' property, Movants assert that there are no liens on the Properties, (other than what has been described above) which are all in Fresno County, California.

AgCredit commenced a prepetition Receivership Action against Debtors on August 27, 2024. After the filing of the bankruptcy, the court on AgCredit's motion terminated the automatic stay to permit the state court Receivership Action to proceed, and, in due course, David Stapleton ("the Receiver") was appointed Receiver over the property of the bankruptcy estate. Receiver saw to the marketing of the estate assets, including the Properties, and received an offer from Buyer "for over \$15 million plus some cultural costs" for the Properties. The Receiver engaged Scott Schuil ("Schuil") and Schuil AG Real Estate, Inc. ("Schuil AG," collectively "Broker") to market and sell the Properties.

The motion is accompanied by a Stipulation signed by counsel for Debtors and by the co-owners of the Properties (Sanureet Brar Bhullar, Sarbjit Singh Bhullar, Meena Kumar Sharma, and Ravinder Kumar) consenting to the sale. Doc. #274 (Exhibit 13). The motion is also accompanied by Declarations from the Receiver, Schuil, and Singh in support of the sale.

LEGAL ANALYSIS

1. The Sale Motion.

The Bankruptcy Code grants a debtor in possession the rights and powers (other than the right to compensation) of a trustee. 11 U.S.C. § 1107. Among those powers is the power to sell property of the estate outside the course of ordinary business and free and clear of liens if certain requirements are met. 11 U.S.C. § 363(f):

The [Debtors] may sell property [of the estate] outside the ordinary course of business, after notice and a hearing, free and clear of "any interest in such property of an entity other than the estate, only if—

(1) applicable non-bankruptcy law permits sale of such property free and clear of such interest;

- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. 363(f). Also, the trustee (and therefore the Debtors) have the power to "assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a).

There are three groups of interests which the court must consider before granting the motion: (1) Lion Farms, LLC, which holds a perfected judicial lien against the Properties; (2) the Tenants; and (3) the twenty-six Entities. Movants rely on § 363(f)(1), (f)(2), and (f)(5).

The (f)(1) and (f)(2) arguments are functionally the same. Essentially, Movants argue that, because Debtors are in default on the AgCredit loans which are secured by the Properties, AgCredit can use non-bankruptcy law to foreclose on the Properties. Debtors owe AgCredit more than \$20 million on the loans, but the Properties are worth significantly less. So, Lion Farms, LLC, which has a junior lien, and the Tenants, who have voluntarily subordinated their lease agreements to AgCredit, would receive nothing from the proceeds of a foreclosure sale, and any claims they have that were previously secured by the Properties would become unsecured.

This satisfies the requirements of § 363(f)(1) because non-bankruptcy law allows for the foreclosure sale of the Properties free and clear of any interests that are junior to AgCredit's liens. It also satisfies § 363(f)(5) for the same reason: a foreclosure sale under these circumstances would compel the junior interests to accept money satisfaction for their interests if there were foreclosure sale proceeds in excess of what is owed to the foreclosing creditor.

As an aside, the court notes that Lion Farms, Inc. also has a security interest in other property of the Debtors in Madera County, but that is not germane to the issues before the court.

The Entities are slightly more problematic. Movants identify the 26 Entities and state that they have no interests in the Properties as all their interests or liens are on either Debtors' personal property or encumber real property in Madera County. Based on Movants' representations, the court concludes that, at a minimum, there is a bona fide dispute as to whether any of the Entities have an interest in the Properties, which is sufficient to satisfy § 363(f)(4) [interests in bona fide dispute].

Movants also argue that all parties in interest, including any lienholders and tenants, should be deemed to have consented to the sale and the relief sought in the motion unless they timely object to the motion. Doc. #262. However, no language advising that a failure to respond to the Motion (which was filed on a shortened notice schedule) would be deemed consent to the sale appears in the Notice accompanying the motion. The court declines to find that any party has consented to the sale due to a failure to file a response under these facts. Though the sale was noticed, it was not clear that no response was equivalent to "consent" to the sale free and clear of the disputed interests.

Section 365(h) does preserve certain tenant rights if the debtor rejects a lease under which the debtor is the lessor. So, even if the leases are deemed rejected, there could be lingering tenant interests. However, here, the tenants are insiders of the debtors and more importantly, the lessees all signed subordination agreements to the benefit of AgCredit.

2. Rejection of the Leases.

The court agrees with Movants that the Tenants' leases should be deemed rejected. The Debtors have evinced the decision, based on their sound business judgment, to reject the leases. Also, no motion to assume the leases was filed within the 120-day deadline to do so imposed by § 365(d) (4) (A).

3. Broker Payments.

The Motion's prayer for relief requests in part an order "[a]uthorizing the sale and payment to the broker and closing costs. Doc. #262. However, the motion itself does not discuss the issue of payment for Broker. Broker did submit a Declaration stating, *inter alia*, that "the agreed-to broker's commission was 4% on any sale above \$4,900,001." Doc. #265. Also, the listing agreement is included among the exhibits and states that the "Gross Commission to be paid by Seller" will be 4.00% for sales within an Escrow Price Range of \$4,900,001.00 to \$17,487.380.00. Doc. #272 (Exhibit B to Exhibit 10, page 356).

However, the court's review of the docket reflects that no motion to employ Broker was ever filed with the court, nor were any terms of employment presented to the court prior to the filing of the instant motion, with the listing agreement buried in over 536 pages of exhibits.

To the extent that the motion seeks authorization to pay the Broker's commission, the motion is DENIED WITHOUT PREJUDICE. The court will consider the issue of the Broker's commission when it is brought before the court on a proper motion and not until after the court has approved Broker's employment.

4. Good Faith Purchaser.

The motion also requests a judicial finding that Buyer is a good faith purchaser pursuant to § 363(m). Doc. #262.

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). Buyer has submitted a declaration attesting that there is no connection between Buyer and Debtors. Doc. #282. The Schuil Declaration and other evidence outlined the marketing efforts made by the Broker. Doc. #265. While there was some interest in individual parcels, this bid appeared to be the only acceptable offer encompassing all the Fresno property. *Id.* The court is aware of no evidence of collusion between the Buyer and either the Receiver or the Debtors. Indeed, the Receiver being in place further establishes good faith of the Buyer because this was an arm's length transaction with a state court-appointed official. Finally, Debtors and their main lender have joined in this motion.

Based on the foregoing facts before the Court, the court finds that Buyer is a good faith purchaser within the meaning of § 363(m).

5. The 14-day Stay.

Movants request waiver of the 14-day stay of Rule 6004(h), arguing that ", it is in the best interests of the estate that the sale be consummated as quickly as possible without any stay pending appeal" and "[a] delay in the closing of the sale will increase carrying costs and may result in the loss of the sale, which would in turn require a remarketing of the Properties." Doc. #262. Movants also assert that "Notice has afforded reasonable opportunity to present an opposition."

While the court has some reservations about that given the shortened notice time in this matter, the length of time the Properties have been marketed justifies waiving the 14-day stay. Not granting the waiver may jeopardize the closing of this sale, and further failure to complete the sale of Property will cause the estate to continue diminishing in value. *In re Ormet Corp.*, 2014 Bankr. LEXIS 3071 (Bankr. D. Del. July 17, 2014) (waiving 14-day stay because previous sale failed, and new buyers required closing to occur before cutoff date). Further delays will result in increased cultural costs.

CONCLUSION

Based on the foregoing, this Motion will be GRANTED IN PART as follows:

1. The sale of the Properties, free and clear of any and all interests, including the leases and abstract of judgment, is authorized pursuant to § 363(f)(1), with AgCredit being paid directly from close of escrow;
2. Debtors and/or the Receiver are authorized to execute any documents or instruments in connection with the sale on behalf of Bhullar Estates, Inc.;
3. The Leases are deemed rejected;
4. The court finds that the Buyer is a good faith purchaser within the meaning of 11 U.S.C. § 363(m);
5. Sale of the Property to Buyer is authorized;
6. The liens and interests of any of the twenty-six (26) Entities identified in the motion, to the extent they are purported to attach to the Properties, are in bona fide dispute and will, if valid, follow the proceeds of the sale and attach with same validity and priority as permitted under non-bankruptcy law; and
7. The 14-day stay in Rule 6004(h) will be waived.

9. [25-10996](#)-B-11 **IN RE: PARJODH SINGH AND SARAVJEET KAUR**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V
VOLUNTARY PETITION
3-31-2025 [\[1\]](#)

BEILAL CHATILA/ATTY. FOR DBT.

NO RULING.

11:00 AM

1. [25-12504](#)-B-7 **IN RE: OSVALDO/JUANITA REYES**

REAFFIRMATION AGREEMENT WITH AMERICAN HONDA FINANCE CORPORATION
8-23-2025 [\[12\]](#)

JANINE ESQUIVEL OJI/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Osvaldo Reyes and Juanita R. Reyes ("Debtors") and American Honda Finance Corporation ("Creditor") for a 2021 Honda Civic ("Vehicle") was filed on August 23, 2025. Doc. #12.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

The court finds no evidence that this Reaffirmation Agreement is in the best interest of the Debtors. Nothing prevents the Debtors from continuing to make payments to the Creditor nor the Creditor from accepting those payments. Approval of the reaffirmation agreement is DENIED.

2. [25-12504](#)-B-7 **IN RE: OSVALDO/JUANITA REYES**

REAFFIRMATION AGREEMENT WITH ALLY BANK
8-27-2025 [\[13\]](#)

JANINE ESQUIVEL OJI/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

Debtor's counsel shall notify the debtor that no appearance is necessary.

A Reaffirmation Agreement between Osvaldo Reyes and Juanita R. Reyes ("Debtors") and Ally Bank for a 2021 Toyota Camry ("Vehicle") was filed on August 27, 2025. Doc. #13.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

The court finds no evidence that this Reaffirmation Agreement is in the best interest of the Debtors. Nothing prevents the Debtors from continuing to make payments to Ally Bank nor the Ally Bank from accepting those payments. Approval of the reaffirmation agreement is DENIED.

3. [25-11551](#)-B-7 **IN RE: ROBERTO/NADINE ORTEGA**

REAFFIRMATION AGREEMENT WITH FIRST TECH FEDERAL CREDIT UNION
8-8-2025 [\[17\]](#)

DEAN FELDMAN/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

Debtor's counsel shall notify the debtor that no appearance is necessary.

A Reaffirmation Agreement between Roberto and Nadine Ortega ("Debtors") and First Tech Federal Credit Union for a 2023 Chevrolet Blazer was filed on August 8, 2025. Doc. #17.

The court is not approving or denying approval of the reaffirmation agreement. Debtors were represented by counsel when entering into the agreement. The form of the reaffirmation agreement complies with 11 U.S.C. § 524(c) and (k), and it was signed by the Debtors' attorney with the appropriate attestations. *Id.* Pursuant to § 524(d), the court need not approve the agreement.

4. [25-12074](#)-B-7 **IN RE: WILLIAM/ANGELA ARTEAGA**

REAFFIRMATION AGREEMENT WITH BALBOA THRIFT AND LOAN
9-2-2025 [\[14\]](#)

ROSALINA NUNEZ/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between William Omar Arteaga and Angela Gabriela Arteaga ("Debtors") and Balboa Thrift & Loan ("Creditor") for a 2021 Volkswagen Golf ("Vehicle") was filed on September 2, 2025. Doc. #14.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

Here, the Vehicle is valued at \$14,131.00. The amount being reaffirmed by Debtors is \$18,694.00 with a 9.99% interest rate. Debtors have a negative equity of 4,563.00 with approximately 62 months (five years) remaining on the loan and a negative net monthly income of \$218.17 remaining in the budget every month according to the Debtors' schedules. There is a presumption of undue hardship since the Debtors' filings say there is a negative balance at the end of the month. The Debtors do not overcome the presumption. Independently, reaffirming this debt is not in the Debtors' best interest.

Nothing prevents the Debtors from continuing to make payments to the Creditor nor the Creditor from accepting those payments. Approval of the reaffirmation agreement is DENIED.

5. [25-11975](#)-B-7 **IN RE: LUIS/MAGDALENA SANTANA**

PRO SE REAFFIRMATION AGREEMENT WITH SELENE FINANCE LP
9-5-2025 [\[23\]](#)

TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Luis Angel and Magdalena Santana ("Debtor") and Selene Finance LP) for real property located at 4045 N. Briarwood Avenue, California was filed on September 5, 2025. Doc. #23.

This matter was automatically set for a hearing because the reaffirmation agreement is not signed by an attorney. However, this reaffirmation agreement appears to relate to a consumer debt secured by real property. Pursuant to 11 U.S.C. § 524(c)(6)(B), the court is not required to hold a hearing and approve this agreement.

Debtor was represented by counsel when they entered into the reaffirmation agreement. Pursuant to 11 U.S.C. § 524(c)(3), if the debtor is represented by counsel, the agreement must be accompanied by an affidavit of the debtor's attorney attesting to the referenced items before the agreement will have legal effect. *In re Minardi*, 399 B.R. 841, 846 (Bankr. N.D. Ok, 2009) (emphasis in original). The reaffirmation agreement, in the absence of a declaration by debtor(s)' counsel, does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable.

6. [25-12088](#)-B-7 **IN RE: JESUS MARQUEZ**

REAFFIRMATION AGREEMENT WITH CAPITAL ONE AUTO FINANCE
8-21-2025 [\[15\]](#)

ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

Debtor's counsel shall notify the debtor that no appearance is necessary.

A Reaffirmation Agreement between Jesus Javier Marqueea ("Debtor") and Capital One Auto Finance for a 2015 Hyundai Sonata was filed on August 21, 2025. Doc. #15.

The court is not approving or denying approval of the reaffirmation agreement. Debtor was represented by counsel when entering into the agreement. The form of the reaffirmation agreement complies with 11 U.S.C. § 524(c) and (k), and it was signed by the Debtors' attorney with the appropriate attestations. *Id.* Pursuant to § 524(d), the court need not approve the agreement.

7. [25-12496](#)-B-7 **IN RE: CHARYSE DAVIS**

REAFFIRMATION AGREEMENT WITH CARVANA, LLC
8-20-2025 [\[13\]](#)

ERIC ESCAMILLA/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Charyse Renay Davis ("Debtor") and Caravan LLC for a 2019 Kia Optima ("Vehicle") was filed on August 20, 2025. Doc. #13.

11 U.S.C. § 524(c) (6) (A) (ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

Here, the Vehicle is valued at \$13,204.00. The amount being reaffirmed by Debtor is \$19,677.38 with an 19.98% interest rate. Debtor has negative equity of \$6,473.38 with approximately 69 months (almost five years) remaining on the loan.

Reaffirming this debt with its remaining term and the current value is not in the Debtor's best interest. Accordingly, approval of the Reaffirmation Agreement between Debtor and Carvana LLC will be DENIED.

1:30 PM

1. [25-12502](#)-B-7 **IN RE: VICTOR CANAL AND MARIA ADKINS**
[KMM-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-14-2025 [\[12\]](#)

GLOBAL LENDING SERVICES LLC/MV
STEVEN ALPERT/ATTY. FOR DBT.
KIRSTEN MARTINEZ/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

Global Lending Services LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2018 Lincoln MKX (VIN: 2LMPJ6LR2JBL38900) ("Vehicle"). Doc. #12.

Victor Canal and Maria Adkins ("Debtors") did not file an opposition and no other party in interest timely filed written opposition. This motion will be GRANTED.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtors have failed to make at least three (3) complete pre-petition payments. The Movant has produced evidence that Debtors are delinquent at least \$1,698.60. Doc. #16.

The court also finds that the Debtors do not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtors are in chapter 7. The Vehicle is valued at \$14,975.00 and Debtors owe \$26,164.73. Docs. ##15-16.

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

2. [25-10339](#)-B-7 **IN RE: KULWANT SINGH**
[JCW-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-19-2025 [\[24\]](#)

BMW BANK OF NORTH AMERICA/MV
ERIC ESCAMILLA/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.
DISCHARGED 8/19/25

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

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

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

BMW Bank of North America ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) with respect to a 2023 BMW M3 Competition xDrive Sedan 4D (VIN: WBS43AY03PFN96725) ("Vehicle"). Doc. #24. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Kulwant Singh ("Debtor") did not file an opposition. No other party in interest timely filed written opposition. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46

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

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The Debtor's discharge was entered on August 19, 2025. Doc. #23. Therefore, the automatic stay terminated with respect to the Debtor on August 19, 2025. This motion will be DENIED AS MOOT IN PART as to the Debtors' interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

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

After review of the included evidence, the court finds that "cause" exists to lift the stay with respect to the chapter 7 trustee because Debtor has failed to make five (5) post-petition payments totaling \$9,566.55. Movant has produced evidence that Debtor owes \$9,566.55 to Movant. Docs. #26, #28.

Accordingly, the motion will be GRANTED IN PART as to the trustee's interest pursuant to § 362(d)(1) and DENIED AS MOOT IN PART as to the Debtor's interest under § 362(c)(2)(C). The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because the Vehicle is a depreciating asset.

3. [25-12839](#)-B-7 **IN RE: MARIELA GONZALEZ**
[JDR-1](#)

MOTION TO COMPEL ABANDONMENT
8-25-2025 [\[6\]](#)

MARIELA GONZALEZ/MV
JEFFREY ROWE/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Mariela Gonzalez ("Debtor") moves for an order compelling chapter 7 trustee Peter L. Fear ("Trustee") to abandon the estate's interest in certain property used in the operation of Debtor's sole proprietorship business (collectively, the "Business Assets"). Doc. #17 *et seq.*

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

No party in interest timely filed written opposition, and the defaults of all nonresponding parties will be entered. This motion will be GRANTED.

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

To grant a motion to abandon property, the bankruptcy court must find either that: (1) the property is burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. *In re Vu*, 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). As one court noted, "an

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

The motion states that "[t]he Declaration of Mariela Gonzalez demonstrates that she is self employed as a Certified Spanish Interpreter." Doc. #6. In fact, Debtor's Declaration says nothing whatsoever about her business except to identify the Business Assets and indicate that she has "clients." *Id.* However, Debtor's Schedule I lists her occupation as a self-employed Certified Spanish Interpreter. Doc. #1 (Sched. I).

Debtor seeks to compel Trustee to abandon the Business Assets, which are listed in the schedules as follows:

Asset	Value	Exempt	Lien	Net
Cell Phone (Business)	\$100.00	\$100.00 CCP § 704.060	\$0.00	\$0.00
Ram 2016 Crew Cab 206,195 miles	\$7,771.00	\$7,771.00 CCP § 704.060	\$0.00	\$0.00

Doc. #1 (Schedules A/B). While not included in either the Schedules or the Motion, Debtor's Declaration also lists "Goodwill" with a value of "\$0.00." Doc. #8. None of the Business Assets are encumbered by any secured creditors. Doc. #1 (Sched. D). Debtor exempted all the Business Assets for their full value under Cal. Code Civ. Proc. § 703.140(b) (5)-(6). Doc. #1 (Sched. C).

Debtor certifies that she is qualified and eligible to claim the exemptions under applicable law and understands that if for any reason it is determined that Debtor is not qualified to claim an exemption in the property listed, or if there is some other error in the exemption claimed, Trustee may demand that Debtors compensate the estate for any damage caused by the claimed exemption. Doc. #8.

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

4. [25-12277](#)-B-7 **IN RE: GARY FISCHER**
[PFT-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO
APPEAR AT SEC. 341(A) MEETING OF CREDITORS
8-18-2025 [[11](#)]

MARY ANDERSON/ATTY. FOR DBT.

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue the order.

Chapter 13 trustee Peter L. Fear ("Trustee") seeks dismissal of this case for the debtor's failure to appear and testify at the § 341(a) meeting of creditors held on August 11, 2025. Doc. #11.

Gary John Fischer ("Debtor") timely opposed. Doc. #14. Debtor's attorney appeared at the August 11, 2025, meeting of creditors. Debtor avers that he had a family medical emergency. Debtor will be present for the continued meeting.

This motion to dismiss will be CONDITIONALLY DENIED.

Debtor shall attend the meeting of creditors rescheduled for October 16, 2025, at 3:00 p.m. See, Doc. #11. If Debtor fails to appear and testify at the rescheduled meeting, Trustee may file a declaration with a proposed order and the case may be dismissed without a further hearing.

The times prescribed in Fed. R. Bankr. P. 1017(e)(1) and 4004(a) for the Chapter 7 Trustee and U.S. Trustee to object to Debtor's discharge or file motions for abuse, other than presumed abuse under § 707, are extended to 60 days after the conclusion of the meeting of creditors.

5. 24-10779-B-7 IN RE: ARTURO MONTEJANO MELGOZA AND LIDUVINA
FW-3 SEVILLA DE MONTEJANO

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL,
P.C. FOR GABRIEL J. WADDELL, TRUSTEES ATTORNEY(S)
8-26-2025 [55]

ERIC ESCAMILLA/ATTY. FOR DBT.
GABRIEL WADDELL/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order that conforms with the opinion below.

Fear Waddell, P.C. ("Applicant") seeks approval of a first and final allowance of compensation under 11 U.S.C. §§ 330 of the Bankruptcy Code for professional services rendered and reimbursement for expenses incurred as attorney for Peter L. Fear, Trustee in the above-styled case ("Trustee'). Doc. #55 *et seq.*

Applicant was employed to perform services under § 327 of the Code pursuant to an order of this court dated June 20, 2024. Doc. #39. This is Applicant's first and final request for compensation, covering the period from May 23, 2024, through August 25, 2025. Doc. #55.

Applicant provided **10.70** billable hours at the following rates:

Professional	Hourly Rate	Hours	Fees
Gabriel J. Waddell (2024)	\$380.00	5.90	\$2,242.00
Gabriel J. Waddell (2025)	\$395.00	0.60	\$237.00
Katie Waddell (2024)	\$280.00	1.10	\$308.00
Katie Waddell (2025)	\$295.00	2.00	\$590.00
Laurel Guenther (2024)	\$135.00	0.80	\$108.00
Laurel Guenther (2025)	\$150.00	0.30	\$45.00
Total		10.70	\$3,530.00

Doc. #59. Applicant also incurred **\$149.30** in expenses for copies and postage. *Id.* These combined fees and expenses total **\$3,679.30**.

11 U.S.C. § 330(a)(1)(A) and (B) permit approval of "reasonable compensation for actual, necessary services rendered by . . . [a] professional person, or attorney" and "reimbursement for actual, necessary expenses." In determining the amount of reasonable compensation to be awarded to a professional person, the court shall consider the nature, extent, and value of such services, considering all relevant factors, including those enumerated in subsections (a)(3)(A) through (E). § 330(a)(3). Previous interim compensation

awards under 11 U.S.C. § 331, if any, are subject to final review under § 330.

Applicant's services here included, without limitation: asset disposition; relief from stay/adequate protection proceedings; and fee/employment applications. Doc. #59. The court finds the services and expenses reasonable, actual, and necessary. The Trustee has reviewed the Application and finds the requested fees and expenses to be reasonable. Doc. #58.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but not limited to creditors, the debtor, the U.S. Trustee, or any other properly-served party in interest) to file written opposition at least 14 days prior to the hearing may be deemed a waiver of any such opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). When there is no opposition to a motion, the defaults of all parties in interest who failed to timely respond will be entered, and, in the absence of any opposition, the movant's factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary when an unopposed movant has made a prima facie case for the requested relief. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006).

No party in interest has responded, and the defaults of all such parties are entered.

This Application is GRANTED. The court will approve on a final basis under 11 U.S.C. § 330 compensation in the amount of **\$3,530.00** in fees and **\$149.30** in expenses. The court grants the Application for a total award **\$3,679.30** as an administrative expense of the estate and an order authorizing and directing the Trustee to pay such to Applicant from the first available estate funds.

6. [25-10499](#)-B-7 **IN RE: JEFFREY REICH**
[ADJ-3](#)

CONTINUED MOTION TO EMPLOY JOSEPH H. BOYD AS SPECIAL COUNSEL
6-18-2025 [[111](#)]

IRMA EDMONDS/MV
PETER BUNTING/ATTY. FOR DBT.
ANTHONY JOHNSTON/ATTY. FOR MV.

NO RULING.

On September 11, 2025, the court entered an order disqualifying Shane Reich as counsel for Pamela Reich. Doc. #175. On September 22, 2025, a Notice of Substitution of Counsel was filed substituting R. Ryan McMath as counsel for Pamela Reich *pro se*. Accordingly, the court will treat this hearing as a Status Conference.

7. [25-10499](#)-B-7 **IN RE: JEFFREY REICH**
[SR-2](#)

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR
MOTION TO CONFIRM TERMINATION OR ABSENCE OF STAY
5-27-2025 [[72](#)]

PAMELA REICH/MV
PETER BUNTING/ATTY. FOR DBT.
SHANE REICH/ATTY. FOR MV.
DISCHARGED 6/17/25

NO RULING.

On September 11, 2025, the court entered an order disqualifying Shane Reich as counsel for Pamela Reich. Doc. #175. On September 22, 2025, a Notice of Substitution of Counsel was filed substituting R. Ryan McMath as counsel for Pamela Reich *pro se*. Accordingly, the court will treat this hearing as a Status Conference.

8. [25-10499](#)-B-7 **IN RE: JEFFREY REICH**
[SR-3](#)

CONTINUED AMENDED OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS,
AMENDED MOTION TO CLAIM EXEMPTIONS BY NON-DEBTOR SPOUSE
6-2-2025 [\[87\]](#)

PAMELA REICH/MV
PETER BUNTING/ATTY. FOR DBT.
SHANE REICH/ATTY. FOR MV.

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

DISPOSITION: Overruled as moot.

ORDER: The court will prepare the order.

Jeffrey Reich ("Debtor") has filed multiple amendments to his Schedule C, with his estranged wife Pamela Reich ("Movant") duly objecting to each one. *See docket generally.* The Debtor filed his most recent Amended Schedule C on July 15, 2025. Doc. #139. Movant duly objected to that Amended Schedule C on August 13, 2025, under Docket Control Number ("DCN") SR-5, and that Objection incorporated by reference the arguments made in the Objections (DCN SR-3 and DCN SR-4) to two prior Amended Schedules. *See Doc. #164 et seq.*

This Objection (SR-3) will be OVERRULED as moot.

9. [25-10499](#)-B-7 **IN RE: JEFFREY REICH**
[SR-4](#)

CONTINUED OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS AND/OR
MOTION TO CLAIM EXEMPTIONS BY NON-DEBTOR SPOUSE
7-10-2025 [\[133\]](#)

PAMELA REICH/MV
PETER BUNTING/ATTY. FOR DBT.
SHANE REICH/ATTY. FOR MV.

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

DISPOSITION: Overruled as moot.

ORDER: The court will prepare the order.

Jeffrey Reich ("Debtor") has filed multiple amendments to his Schedule C, with his estranged wife Pamela Reich ("Movant") duly objecting to each one. *See docket generally.* The Debtor filed his most recent Amended Schedule C on July 15, 2025. Doc. #139. Movant duly objected to that Amended Schedule C on August 13, 2025, under Docket Control Number ("DCN") SR-5, and that Objection incorporated by reference the

arguments made in the Objections (DCN SR-3 and DCN SR-4) to two prior Amended Schedules. See Doc. #164 *et seq.*

This Objection (SR-4) will be OVERRULED as moot.

10. [25-10499](#)-B-7 **IN RE: JEFFREY REICH**
[SR-5](#)

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS AND/OR MOTION TO
CLAIM EXEMPTIONS BY NON-DEBTOR SPOUSE
8-13-2025 [[164](#)]

PAMELA REICH/MV
PETER BUNTING/ATTY. FOR DBT.
SHANE REICH/ATTY. FOR MV.

NO RULING.

On September 11, 2025, the court entered an order disqualifying Shane Reich as counsel for Pamela Reich. Doc. #175. On September 22, 2025, a Notice of Substitution of Counsel was filed substituting R. Ryan McMath as counsel for Pamela Reich *pro se*. Accordingly, the court will treat this hearing as a Status Conference.