



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

Hearing Date: Tuesday, September 29, 2026

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

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

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

Please also note the following:

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

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

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

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

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

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

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

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

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

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

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

9:30 AM

1. 26-12349-B-11 IN RE: PARVINDER HUNDAL AND AMERJIT
WJH-10 JOHL-HUNDAL

CONTINUED MOTION TO BORROW
8-11-2026 [193]

HUNDAL FARMS, INC./MV
RILEY WALTER/ATTY. FOR DBT.
IAN QUINN/ATTY. FOR MV.

NO RULING.

2. 26-12349-B-11 IN RE: PARVINDER HUNDAL AND AMERJIT
WJH-14 JOHL-HUNDAL

CONTINUED MOTION FOR AN ORDER EXTENDING EXCLUSIVITY PERIODS
8-18-2026 [225]

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

NO RULING.

3. 26-10978-B-11 **IN RE: HRONIS, INC.**
CAE-1

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

ZEV SHECHTMAN/ATTY. FOR DBT.

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

DISPOSITION: Concluded and vacated.

ORDER: The court will prepare the order.

On September 24, 2026, the court entered an order approving confirmation of Debtor's Chapter 11 Plan of Reorganization. Doc. #649. Accordingly, this Status Conference will be CONCLUDED and VACATED.

It is further ordered that a Post-Confirmation Status Conference is set for March 16, 2027, at 9:30 a.m. with the liquidating trustee(s) to file and serve a Status Report one week prior to the hearing date.

4. [26-10978](#)-B-11 **IN RE: HRONIS, INC.**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-27-2026 [[609](#)]

AMERICREDIT FINANCIAL SERVICES, INC.
ZEV SHECHTMAN/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.
RESPONSIVE PLEADING

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

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

DISPOSITION: Withdrawn.

ORDER: The court will prepare the order.

On September 28, 2026, Americredit Financial Services, Inc. DBA GM Financial ("Movant") withdrew this Motion for Relief from Stay. Accordingly, this motion is WITHDRAWN.

5. [26-12787](#)-B-11 **IN RE: COMMODITY TRANSPORTERS, INC.**
[CAE-1](#)

CONTINUED STATUS CONFERENCE RE: CHAPTER 11 SUBCHAPTER V
VOLUNTARY PETITION
6-15-2026 [[1](#)]

DAVID JOHNSTON/ATTY. FOR DBT.

NO RULING.

11:00 AM

1. [26-12546](#)-B-7 **IN RE: JUAN/DIANE NAVARRO**

PRO SE REAFFIRMATION AGREEMENT WITH AMERICREDIT FINANCIAL
SERVICES, INC.
8-13-2026 [\[14\]](#)

SIMRAN HUNDAL/ATTY. FOR DBT.

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

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

Debtors' counsel will inform debtors that no appearance is
necessary.

Juan Carlos Navarro and Diane Martha Navarro ("Debtors") were
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 Debtors' 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 Debtors'
counsel, does not meet the requirements of 11 U.S.C. § 524(c) and is
not enforceable. Therefore, the agreement does not meet the
requirements of § 524(c)(3)(B).

The lack of a signature by Debtors' counsel is moot here. Both the
reaffirmation agreement and the bankruptcy schedules show that
reaffirmation of this debt creates a presumption of undue hardship
that has not been rebutted in the reaffirmation agreement. No
evidence has been presented to the court to indicate how the Debtors
can afford to make the payment. The Debtors claim they will reduce
expenses but have not provided the court with an amended Schedule J.
Therefore, the reaffirmation agreement with AmeriCredit Financial
Services, LLC will be DENIED.

2. [26-12353](#)-B-7 **IN RE: ANNA/EDIKSON OVRAHIM**

PRO SE REAFFIRMATION AGREEMENT WITH REPRISE FINANCIAL
9-11-2026 [\[23\]](#)

BRADLEY BROOK/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 Anna S. Ovrachim and Edikson G. Ovrachim ("Debtors") and Reprise Financial for a 2020 Kia Soul ("Vehicle") was filed on September 11, 2026. Doc. #23.

As an informative matter, Rule 4008(a) states, in relevant part, that "[a] reaffirmation agreement shall be accompanied by a cover sheet, prepared as prescribed by the appropriate Official Form." Fed. R. Bankr. Pro. 4008(a). Official Form 427 states "Fill it out completely, attach it to the reaffirmation agreement...." Here, item #6 of the cover sheet is insufficient. This form must be filled out completely even if the creditor is a credit union.

Debtors were 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 Debtors' counsel, does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable. Therefore, the agreement does not meet the requirements of § 524(c)(3)(B).

The lack of a signature by Debtors' counsel is moot here as this debt's remaining term, current value, and high interest rate show that reaffirmation is not in the Debtors' best interest.

Accordingly, approval of the Reaffirmation Agreement between Debtors and Reprise Financial will be DENIED.

3. [26-12367](#)-B-7 **IN RE: KAREN OPENSHAW**

PRO SE REAFFIRMATION AGREEMENT WITH DEUTSCHE BANK NATIONAL
TRUST COMPANY
9-2-2026 [\[22\]](#)

BYRON NELSON/ATTY. FOR DBT.

NO RULING.

4. [26-13275](#)-B-7 **IN RE: AUSTIN CHAMBERS AND
CASSANDRA JAMESON CHAMBERS**

PRO SE REAFFIRMATION AGREEMENT WITH SANTANDER CONSUMER USA INC.
9-10-2026 [\[13\]](#)

NO RULING.

5. [26-12387](#)-B-7 **IN RE: JASON/TINA TUFF**

PRO SE REAFFIRMATION AGREEMENT WITH 21ST MORTGAGE CORPORATION
9-10-2026 [\[48\]](#)

ANTHONY ROTHMAN/ATTY. FOR DBT.

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

DISPOSITION: Removed from calendar subject to below condition.

ORDER: The court will issue an order.

Debtors' counsel will inform debtors that no appearance is necessary.

A Reaffirmation Agreement between Jason Michael Tuff and Tina Gonzales Tuff ("Debtors") and 21st Mortgage Corporation for a 2007 Champion Manufactured Home was filed on September 10, 2026. Doc. #48.

The court is not approving or denying approval of the reaffirmation agreement. Debtors were 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 Debtors' counsel, does not meet the requirements of 11 U.S.C. § 524(c) and is not enforceable.

The Debtors shall have 14 days to refile the reaffirmation agreement properly signed and endorsed by the attorney.

1:30 PM

1. [26-13300](#)-B-7 **IN RE: NRAINDEEP BRAR AND HARPREET KAUR**
[RH-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-25-2026 [\[12\]](#)

M & T BANK/MV
BENNY BARCO/ATTY. FOR DBT.
ROSEMARY HONG/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

M & T Bank ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 4232 N Vaughn Ave, Fresno, California 93723-4090 ("Property"). Doc. #12. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Nraindeep Singh Brar and Harpreet Kaur ("Debtors") did not oppose. No other party in interest timely filed written opposition. This motion will be GRANTED.

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

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

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 two (2) complete pre-petition payments totaling \$8,388.38 and one (1) post-petition payment in the amount of \$4,194.19. The Movant has produced evidence that Debtors are delinquent at least \$12,582.57 and the entire balance of \$482,178.60 is due. Docs. #14, #16.

The court declines finding that Debtors do not have any equity in the Property. Although this is a chapter 7 case and the Property is not necessary for an effective reorganization, the moving papers indicate that Debtors have approximately \$69,821.40 in equity. Docs. ##15-16. Relief under § 362(d)(2) is moot because there is "cause" to grant the motion under § 362(d)(1).

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

The 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 Debtors have failed to make at least 3 payments, both pre- and post-petition to Movant.

2. [26-13803](#)-B-7 **IN RE: ALICIA SOSA**
[RH-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-28-2026 [\[10\]](#)

EXETER FINANCE LLC/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
ROSEMARY HONG/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

Exeter Finance, LCC ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2018 Hyundai Accent Sedan (VIN: 3KPC34A37JE014975) ("Vehicle"). Doc. #10. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Neither Alicia Lupe Sosa ("Debtors") nor any other party in interest timely filed written opposition. Debtor's Schedule E/F indicated that the Vehicle would be surrendered. Doc. #1 (Schedule E/F, line 4.11). 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).

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make six (6) pre-petition payments totaling \$2,870.16. Docs. ##13-14.

Accordingly, the motion will be granted pursuant to 11 U.S.C. § 362(d)(1) to permit the Movant to dispose of its collateral pursuant to applicable law and to use the proceeds from its disposition to satisfy its claim. No other relief is awarded. According to the Debtor's Schedule E/F page 5 (Doc. 1), the Vehicle will be surrendered.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtor has failed to make at least six (6) pre-petition payments to Movant and the Vehicle is a depreciating asset.

3. [26-12510](#)-B-7 **IN RE: KIMONE DOUGLAS**
[WSL-1](#)

MOTION TO REDEEM
8-31-2026 [\[17\]](#)

KIMONE DOUGLAS/MV
GREGORY SHANFELD/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with the Federal Rules of Bankruptcy Procedure ("the Rules").

Creditor is a corporation. Service on corporations is governed by Rule 7004(b)(3) and can be accomplished by mailing a copy of the pleadings to the attention of an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process, and if required by statute, by also mailing a copy to the defendant.

Here, Kimone Douglas ("Debtor") served this Motion to Redeem on Creditor Carmax Auto Finance addressed to "Attn" Bankruptcy." Doc. #22. This does not comply with Rule 7004(b)(3), which requires service made to the attention of an officer, managing or general agent, or any other agent authorized to receive process.

For the above reason(s), this motion will be DENIED WITHOUT PREJUDICE.

4. [26-12610](#)-B-7 **IN RE: ROBYN HILLMAN**
[ICE-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO
APPEAR AT SEC. 341(A) MEETING OF CREDITORS
8-20-2026 [\[15\]](#)

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue an order.

Chapter 7 trustee Irma C. Edmonds ("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 17, 2026. Doc. #15.

Robyn Leann Hillman ("Debtor") timely filed a form opposition. Doc. #21. However, the form opposition did not include a declaration

explaining Debtor's failure to appear at the 341 meeting or stating the reasons this case should not be dismissed.

Notwithstanding Debtor's failure to include those reasons, this motion to dismiss will be CONDITIONALLY DENIED.

Debtor shall attend the meeting of creditors rescheduled for September 30, 2026, at 1:30 p.m. See Doc. #16. If Debtor fails to appear at testify at the rescheduled meeting, Trustee may file a declaration with a proposed order, and the case may be dismissed without 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. [24-13719](#)-B-7 **IN RE: B & B AGRI SERVICES INC.**
[DMG-2](#)

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT
AGREEMENT WITH BENNY PARLAN AND DINAH PARLAN
8-25-2026 [\[128\]](#)

JEFFREY VETTER/MV
ROBERT WILLIAMS/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.
RESPONSIVE PLEADING

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: To be determined at the hearing.

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

Chapter 7 trustee Jeffrey M. Vetter ("Trustee") requests an order approving a settlement agreement to resolve the underlying Chapter 7 case and two adversary proceedings filed by Trustee seeking cancellation of a UCC-1 lien and recovery of preferences. Doc. #128.

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).

On September 16, 2026, Beth Oshtimer ("Oshtimer") objected to the motion. Doc. #138. The opposition was filed one day late. But it appears to have been served by Oshtimer on September 11, 2026. No

other party in interest has responded, and the defaults of all non-responding parties are entered.

Debtor B & B Agri Services, Inc. ("Debtor" or "B&B") filed chapter 7 bankruptcy on December 27, 2024. Doc. #1. Trustee was appointed as the interim trustee on that same date and became permanent trustee at the 341 meeting of creditors on February 7, 2025. Doc. #4; docket generally.

In the course of administering the case, Trustee filed two adversary proceedings against the two Defendants ("Defendants") identified below:

1. Adv. P. 25-1033, filed against Benny Parlan ("Benny") to recover the sum of \$231,950.00 in alleged preferential transfers made to Benny; and
2. Adv. P. 25-1032, filed against Dinah Parlan ("Dinah") to set aside recordation of a UCC-1 lien in Dinah's favor against Debtor's personal property as further identified in the moving papers and also to recover \$275,010.00 in preferential transfers allegedly made to Dinah or her bookkeeping business, AP Bookkeeping, Inc. ("APB") by B&B.

Doc. #130 (Decl. of Jeffrey M. Vetter). Trustee declares that the scheduled value of the assets subject to the UCC-1 lien was \$300,000.00, but Trustee doubts the accuracy of that figure based on his own experience in auctioning estate assets. *Id.* Benny is a shareholder and director of B&B, and Dinah is Benny's mother. *Id.* Dinah also handled B&B's financial dealings at some point both personally and through APB. *Id.*

Trustee has a duty to administer the estate, to recover the preferential transfers, and to preserve estate assets subject to the lien. In an effort to avoid litigation, Trustee, Benny, and Dinah have entered into a settlement. Doc. #131 (Exhibit A - Settlement Agreement). The terms of the proposed settlement are as follows:

1. Dinah will cause payment of \$125,000.00 to be made on her behalf within 30 days after the Effective Date.
2. Dinah will release her UCC-1 lien within fifteen days after the Effective Date, thereby allowing Trustee to proceed with the auction of Debtor's personal property.
3. Trustee shall dismiss both adversary proceedings with prejudice within 14 days upon confirmation that the payment has been made and the lien terminated.
4. Defendants will release all claims for post-petition administrative expenses, secured claims, and lien-based claims, except that Defendants reserve the right to amend Dinah's secured claim to an unsecured claim, subject to Trustee's right to object.
5. Defendants agree not to interfere with Trustee's administration of the case, and Trustee agrees not to pursue any further claims against Defendants beyond any objection to their proofs of claim.
6. Dinah will withdraw her Motion to Dismiss and Benny will withdraw his Joinder thereto.

7. All parties to pay their own expenses and fees.

Doc. #131.

The court notes that a copy of the settlement agreement has not been filed in this case. The motion will only be granted if Trustee separately files the settlement agreement and docket it as a stipulation.

As representative of the chapter 7 bankruptcy estate, Trustee has the authority to settle claims of Debtor subject to court approval. 11 U.S.C. § 323(a). On a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Rule 9019. 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 the Trustee has considered the *A & C Props.* and *Woodson* factors, which weigh in favor of approving the settlement agreement as follows:

1. Probability of success in litigation: Trustee opines that both the UCC-1 lien avoidance and the preferential payments were "slam dunks," but the likelihood of success was outweighed by the anticipated difficulties in collection.

2. Collection: Immediately after the preference actions were filed, Dinah filed a still-pending motion to dismiss the underlying Chapter 7 case on the theory that the two shareholders who initiated the filing, Morel and Valdez, failed to follow corporate formalities. That motion has taken over a year to resolve, with both Morel and Valdez retaining separate counsel and eventually joining to seek dismissal of the Chapter 7 case. Trustee opines that "[t]he insiders and their counsel are willing to protract this matter for a long period of time at significant expense to the estate."

3. Complexity of litigation: Trustee identifies significant difficulties in pursuing litigation due to the ability of Morel, Valdez, Dinah, and Benny to delay proceedings, with the end result that actual litigation in the two adversary proceedings has barely commenced over a year after they were filed. Although Trustee is confident of eventual success in litigation, this settlement will allow Trustee to proceed to auction more quickly and recover a sum certain for the estate.

4. Paramount interests of creditors: Trustee argues that settlement serves the creditors because it provides an amount certain to the estate without further expenditure of attorney's fees.

Doc. #130.

Oshtimer filed an unsecured claim for \$19,000.00 for a "loan for equipment."

Oshtimer opposes approval of the proposed settlement, arguing that Defendants should be required to pay at least \$253,480.00, half the total amount sought by the Trustee in the two adversary proceedings (and also half the total amount which Defendants are alleged to have improperly transferred to themselves as insiders). Doc. #138. Oshtimer argues that the amount she propose will be sufficient to pay the IRS claim (\$202,326.51) and Trustee and Trustee's counsel fees, possibly with some residual for non-insider creditors (dependent on the equipment sale proceeds). *Id.* Oshtimer also argues that Dinah should not be permitted to amend her claim against the estate to share in any potential residual payments to unsecured creditors. *Id.* Instead, any claim Dinah has should be subordinated to a position below all other unsecured creditors. *Id.*

The Oshtimer objection does not consider the protracted nature of the dismissal motion that has been asserted by former principals of the debtor and the difficulties the Trustee notes if the litigation was concluded and attempts were made to collect any estate recovery. There is also the estate's continued expenditure of counsel fees which will negatively affect any recovery.

In addition, the settlement preserves any right of the Trustee to object to claims that may be amended because of the settlement. The Trustee is now free to administer the debtor's property if the settlement is approved.

Hearing in this matter will proceed as scheduled. Depending on the evidence and arguments presented at the hearing, the court may GRANT or DENY this motion or CONTINUE this matter for further proceedings.

6. [26-13923](#)-B-7 **IN RE: JOSE HERNANDEZ**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
9-9-2026 [\[12\]](#)

JAIME CUEVAS/ATTY. FOR DBT.
\$338.00 FILING FEE PAID 9/9/26

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the \$338.00 filing fee was paid on September 9, 2026. Accordingly, this order to show cause will be VACATED.

7. [26-14126](#)-B-7 **IN RE: KEVIN/LAILA BANERJEE**

MOTION FOR WAIVER OF THE CHAPTER 7 FILING FEE, ORDER TO
APPEAR

9-8-2026 [[7](#)]

LAILA BANERJEE/MV

NO RULING.

8. [26-13030](#)-B-7 **IN RE: ALEXANDER/SONIA CORONA**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES

9-11-2026 [[22](#)]

MARK ZIMMERMAN/ATTY. FOR DBT.
\$34.00 FILING FEE PAID 9/14/26

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the \$34.00 filing fee was paid on September 14, 2026. Accordingly, this order to show cause will be VACATED.

9. [26-13234](#)-B-7 **IN RE: MIGUEL GUIDO AND YAJAIRA DE JESUS**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES

8-31-2026 [[22](#)]

GRISelda TORRES/ATTY. FOR DBT.
\$34.00 FILING FEE PAID 9/1/26

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

DISPOSITION: The OSC will be vacated.

ORDER: The court will issue an order.

The record shows that the \$34.00 filing fee was paid on September 1, 2026. Accordingly, this order to show cause will be VACATED.

10. [26-13534](#)-B-7 **IN RE: JOSE SEQUEIRA**
[MSN-1](#)

MOTION TO AVOID LIEN OF WELLS FARGO BANK N.A.
8-13-2026 [\[12\]](#)

JOSE SEQUEIRA/MV
MARK NELSON/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.

Jose Sequeira ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Wells Fargo Bank, N.A. ("Creditor") in the sum of \$14,811.93 and encumbering residential real property located at 1429 Del Mar Avenue, Modesto, CA 95350 ("Property"). Doc. #12.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving both Creditor's CEO and registered agent for service of process via certified mail on August 13, 2026. Doc. #16. Debtor also complied with Rule 7004(h), which requires service to be made on an insured depository institution by certified mail and addressed to an officer except where the three exceptions specified in subsections (h)(1)-(3) apply.

No party in interest timely filed written opposition. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the chapter 7 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

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). § 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), *aff'd*, 24 F.3d 247 (9th Cir. 1994)).

Here, a judgment was entered against Debtor in favor of Creditor in the amount of \$14,811.93 on February 5, 2025. Doc. #14 (Exhibit A). The abstract of judgment was issued on that same day and was recorded in Stanislaus County on March 19, 2025. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #15. Debtor estimates that the current amount owed on account of this lien is \$14,811.93. *Id.*

As of the petition date, Property had an approximate value of \$406,800.00. Doc. #1 (Schedule A/B). Debtor claimed a \$214,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (Schedule C).

Property is encumbered by a first deed of trust in favor of Nationstar Mortgage LLC ("Nationstar") in the amount of \$324,961.00. Doc. #1 (Schedule D). Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Nationstar	\$324,961.00	4/22	Unavoidable
2. Creditor	\$14,811.93	3/19/2025	Avoidable

When a debtor seeks to avoid multiple liens under § 522(f)(1) and there is equity to which liens can attach, the liens must be avoided in the reverse order of their priority. *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 595 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999). Liens already avoided are excluded from the exemption impairment calculation. *Ibid.*; § 522(f)(2)(B).

"Under the full avoidance approach, as used in *Brantz*, the only way a lien would be avoided 'in full' was if the debtor's gross equity were equal to or less than the amount of the exemption." *Bank of Am. Nat'l Tr. & Sav. Ass'n v. Hanger (In re Hanger)*, 217 B.R. 592, 596 (B.A.P. 9th Cir. 1997), *aff'd*, 196 F.3d 1292 (9th Cir. 1999), citing *In re Brantz*, 106 B.R. 62, 68 (Bankr. E.D. Pa. 1989) ("Avoidance of all judicial liens results unless (3) [the result of deducting the debtor's allowable exemptions and the sum of all liens not avoided from the value of the property] is a positive figure."), citing *In re Magosin*, 75 B.R. 545, 547 (Bankr. E.D. Pa. 1987) (judicial lien was avoidable in its entirety where equity is less than exemption). Ordinarily, liens already avoided are excluded from the exemption impairment calculation. § 522(f)(2)(B). Perfected judicial liens which were recorded prior to the junior-most lien to be avoided are grouped with the unavoidable liens for purposes of this analysis.

Strict application of the § 522(f)(2) formula with respect to Creditor's junior lien is illustrated as follows:

Amount of judgment lien		\$14,811.93
Total amount of unavoidable liens (incl. liens not yet avoided)	+	\$324,961.00
Debtor's claimed exemption in Property	+	\$214,000.00
<i>Sum</i>	=	\$553,772.93
Debtor's claimed value of interest absent liens	-	\$406,800.00
Extent lien impairs exemption	=	\$146,972.93

All Points Capital Corp. v. Meyer (In re Meyer), 373 B.R. 84, 91 (B.A.P. 9th Cir. 2007); accord. *Hanger* 217 B.R. at 596, *Higgins v. Household Fin. Corp. (In re Higgins)*, 201 B.R. 965, 967 (B.A.P. 9th Cir. 1996); cf. *Brantz*, 106 B.R. at 68, *Magosin*, 75 B.R. at 549-50, *In re Piersol*, 244 B.R. 309, 311 (Bankr. E.D. Pa. 2000). Since there is no equity for liens to attach and this case does not involve fractional interests or co-owned property with non-debtor third parties, the § 522(f)(2) formula can be re-illustrated using the *Brantz* formula with the same result:

Fair market value of Property		\$406,800.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	\$324,961.00
Homestead exemption	-	\$214,000.00
Remaining equity for judicial liens	=	(\$132,161.00)
Creditor's judicial lien	-	\$14,811.93
Extent Debtor's exemption impaired	=	(\$146,972.93)

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is insufficient equity to support any judicial liens. Therefore, the fixing of Creditor's 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 § 522(f)(1). Accordingly, this motion will be GRANTED. The proposed order shall state that Creditor's lien is avoided from the subject Property only and include a copy of the abstract of judgment as an exhibit.

11. [26-12842](#)-B-7 **IN RE: CHRISTOPHER RANDALL**
[DWE-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-20-2026 [\[22\]](#)

NEWREZ LLC/MV
MICHAEL AKHIDENOR/ATTY. FOR DBT.
DANE EXNOWSKI/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.

NewRez LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to 2920 Lynx Drive, Lake Isabella, California 93240 ("Property"). Doc. #22. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Christopher Randall ("Debtor") did not oppose. No other party in interest timely filed written opposition. This motion will be GRANTED.

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make at least five (5) post-petition payments. The Movant has produced evidence that Debtor is delinquent at least \$10,155.51 and the entire balance of \$244,582.68 including late charges, bank fees and interest is now due. Docs. #24, ##26-27.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtor has failed to make at least five (5) post-petition payments to Movant.

12. [26-13443](#)-B-7 **IN RE: CHASE HAGAR**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-20-2026 [\[11\]](#)

AMERICREDIT FINANCIAL SERVICES, INC./MV
GABRIEL WADDELL/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

AmeriCredit Financial Services, Inc. ("Movant") seeks relief from the automatic stay under 11 U.S.C. § 362(d)(1) with respect to a 2023 Chevrolet Silverado 2500H (VIN: 2GC4YRE77P1723850) ("Vehicle"). Doc. #11. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Chase Matthew Hagar ("Debtor") nor any other party in interest timely filed written opposition. Debtor's Statement of Intention indicated that the Vehicle would be surrendered. Doc. #1, page 84. 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).

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make four (4) pre-petition payments. The Movant has produced evidence that Debtor is delinquent at least \$5,824.36. Docs. #13-14.

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

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

13. [26-13443](#)-B-7 **IN RE: CHASE HAGAR**
[MJ-2](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-20-2026 [\[17\]](#)

AMERICREDIT FINANCIAL SERVICES, INC./MV
GABRIEL WADDELL/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

AmeriCredit Financial Services, Inc. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2023 Chevrolet Silverado 3500H (VIN: 1GB3WRE79PF169564) ("Vehicle"). Doc. #17. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Chase Matthew Hagar ("Debtor") nor any other party in interest timely filed written opposition. Debtor's Statement of Intention indicated that the Vehicle would be surrendered. Doc. #1, page 84. 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 Debtor has failed to make four (4) pre-petition payments. The Movant has produced evidence that Debtor is delinquent at least \$5,451.37. Docs. ##19-20.

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 Debtor is in chapter 7. The Vehicle is valued at \$33,050.00 and Debtor owes \$48,889.30. Docs. ##19-21.

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

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

14. [26-14149](#)-B-7 **IN RE: GENEVIEVE/KARL MAXWELL**

MOTION FOR WAIVER OF THE CHAPTER 7 FILING FEE,
AND ORDER TO APPEAR
9-10-2026 [\[7\]](#)

KARL MAXWELL/MV

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

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

DISPOSITION: Dropped and taken off calendar as moot.

NO ORDER REQUIRED.

An order dismissing the case was entered on September 28, 2026. Doc. #29. Accordingly, this Order to Show Cause will be taken off calendar as moot. No appearance is necessary.

15. [26-13251](#)-B-7 **IN RE: SHIYAUN TURNER**
[PFT-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO
APPEAR AT SEC. 341(A) MEETING OF CREDITORS
8-17-2026 [\[16\]](#)

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue an order.

Chapter 7 trustee Peter 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 17, 2026. Doc. #16.

Shiyaun Juelz Turner ("Debtor") timely filed a form opposition. Doc. #18. However, the form opposition did not include a declaration explaining Debtor's failure to appear at the 341 meeting or stating the reasons this case should not be dismissed.

Notwithstanding Debtor's failure to include those reasons, this motion to dismiss will be CONDITIONALLY DENIED.

Debtor shall attend the meeting of creditors rescheduled for October 8, 2026, at 3:00 p.m. See Doc. #15. If Debtor fails to appear at 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.

16. [26-12468](#)-B-7 **IN RE: KEVIN ZAMORA**
[PFT-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO
APPEAR AT SEC. 341(A) MEETING OF CREDITORS
8-1-2026 [\[12\]](#)

JAMES DOAN/ATTY. FOR DBT.

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue the order.

Chapter 7 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 July 30, 2026. Doc. #12.

Kevin Fernando Zamora ("Debtor") timely opposed. Doc. #15. Debtor nor Debtor's attorney appeared at the July 30, 2026, meeting of creditors. Failure to appear at the continued § 341(a) meeting on July 30, 2026, resulted from an inadvertent calendaring error in counsel's office and was not caused by any intentional failure by Debtor. Debtor will appear at the continued § 341(a) meeting.

This motion to dismiss will be CONDITIONALLY DENIED.

Debtor shall attend the meeting of creditors rescheduled for October 8, 2026, 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.

17. [24-22469](#)-B-7 **IN RE: JENNIFER RODRIGUE**
[CRG-8](#)

CONTINUED PRE-TRIAL CONFERENCE RE: MOTION FOR SANCTIONS FOR
VIOLATION OF THE AUTOMATIC STAY
4-8-2025 [\[282\]](#)

JENNIFER RODRIGUE/MV
CARL GUSTAFSON/ATTY. FOR DBT.

NO RULING.

18. [26-13070](#)-B-7 **IN RE: JOSE AMBRIZ**
[RAS-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-19-2026 [\[20\]](#)

PLANET HOME LENDING, LLC/MV
ERIC ESCAMILLA/ATTY. FOR DBT.
SEAN FERRY/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.

Planet Home Lending, LLC ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to 4205 Calla Drive, Forney, Texas 75126 ("Property"). Doc. #20. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Jose Alberto Luna Ambriz ("Debtor") did not oppose. No other party in interest timely filed written opposition. This motion will be GRANTED.

As an informative matter, the court notes three procedural deficiencies.

First, LBR 4001-1 states that motions for relief from the automatic stay of 11 U.S.C. § 362(a) shall be set for hearing in accordance with LBR 9014. LBR 9014, in turn, states that, under LBR 9014-1(d)(3)(B)(i), the Notice of the motion must include the names and addresses of the persons who must be served with such opposition. Here, the Notice only directed that written opposition should be served upon Movant's counsel. *See Doc. #21.* However, as the motion to lift stay implicates assets of the estate, the Chapter 7 Trustee and the U.S. Trustee are included among "the persons who must be served with such opposition." Though the Trustee has filed a "Notice of No Distribution," the Property has not been abandoned from the estate.

Second, the certificates of service filed in connection with this motion used an older version of the court's *Official Certificate of Service* form (EDC Form 7-005, Rev. 10/30/24) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Doc. #25. The correct form can be accessed on the court's website.

Third, Rules 4001(a)(1) and 9014(b) require a motion for relief from the automatic stay to be served pursuant to Rule 7004, which was done here. *Id.* But in Sections 6 of Movant's certificate of service, the declarant should have checked the appropriate boxes for first class mail under Rule 7004. *Id.* It appears that Movant did comply with Rule 7004 but failed to check the correct boxes evidencing the same.

The court elects to overlook these defects in the absence of any objections raised because Debtor is surrendering the property.

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make at least eleven (11) complete pre-petition payments totaling \$27,264.38 and one (1) post-petition in the amount of \$2,484.18. The Movant has produced evidence that Debtor is delinquent at least \$29,748.56 and the entire balance of \$318,288.66 is due. Docs. ##22-23.

The court also finds that the Debtor does not have any equity in the Property and the Property is not necessary to an effective reorganization because Debtor is in chapter 7. The property is valued at \$275,000.00 and Debtor owes \$318,288.66. Docs. ##22-24

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

The request for attorney's fees is denied. Though Movant is over-secured under 11 U.S.C. § 506(b), Movant must separately file and set for hearing a motion for compensation in compliance with the LBR and Federal Rules of Bankruptcy Procedure. If Movant does, then the

court will consider that motion on its merits at the appropriate time.

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtor has failed to make at least twelve (12) payments, both pre- and post-petition to Movant.

19. [26-13075](#)-B-7 **IN RE: MICHAEL MULLINS AND VICTORIA SOWEZENKO**
[RLG-1](#)

CONTINUED MOTION TO REDEEM
7-31-2026 [\[10\]](#)

VICTORIA SOWEZENKO/MV
CANDACE ARROYO/ATTY. FOR DBT.

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

DISPOSITION: Granted.

ORDER: The court will issue the order.

Michael Mullins and Victoria Sowezenko (collectively, "Debtors") move pursuant to 11 U.S.C. § 722 and Fed. R. Bankr. P. 6008 for entry of an Order authorizing redemption of Debtors' 2017 Chevrolet Volt ("the Vehicle") securing the claim of Capital One Auto Finance ("Creditor"). Doc. #10 et seq. Debtors propose to redeem the collateral by paying the replacement value of the Vehicle in lieu of the full amount of Creditor's secured claim.

This matter was previously heard on September 1, 2026. Doc. #17. At that time, the court noted that no party in interest had responded to the motion, and the defaults of all non-responding parties were entered. LBR 9014-1(f)(1). The court also noted that Debtors had properly served Creditor. Doc. #17. However, the court continued the matter to afford Debtors opportunity to either amend the Schedules so that the Vehicle is fully exempted or else to file a motion to compel the Trustee to abandon the System from the estate.

On September 3, 2026, Debtors filed an Amended Schedule C in which they claimed an exemption of \$8,625.00 for the Vehicle pursuant to C.C.P. § 703.140(b)(2). Doc. #21.

11 U.S.C. § 722 states:

An individual debtor may, whether or not the debtor has waived the right to redeem under this section, redeem tangible personal property intended primarily for personal, family, or household use, from a lien securing a dischargeable consumer debt, if such property is exempted under section 522 of this title or has been abandoned under section 554 of this title, by paying the holder of such lien the amount of the allowed secured

claim of such holder that is secured by such lien in full at the time of redemption.

Debtors listed the Vehicle on Schedule A/B, valuing it at \$7,500.00. Doc. #1 (Schedule A/B, line 3.1). Debtors now claim an \$8,625.00 exemption for the Vehicle. Doc. #21. Debtors listed Creditor on line 2.1 of Schedule D, with an estimated claim of \$14,387.00. Doc. #1 (Schedule D).

Debtors jointly declared that, in their opinion, the Vehicle is worth no more than \$8,108.00 based on appraised value provided by 722 Redemption, Inc. which is included as an exhibit (Doc. #13, Exhibit 1) and Debtors own assessment of the damage to and depreciation of the Vehicle. Doc. #12 (Debtors' Declaration"). A debtor is competent to testify as to the value of the Vehicle. Given the absence of contrary evidence, the debtor's opinion of value may be conclusive. *Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

The Debtors have now fully complied with the requirements of § 722. No party in interest opposes the motion, which will be GRANTED. Debtors are authorized but not required to redeem the 2017 Chevrolet Volt by paying the Vehicle's replacement value of \$8,108.00 to Capital One Auto Finance.

20. [26-12778](#)-B-7 **IN RE: JESSICA LUGO**
[MJ-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-20-2026 [\[15\]](#)

AMERICREDIT FINANCIAL SERVICES, INC.
R. BELL/ATTY. FOR DBT.
MEHRDAUD JAFARNIA/ATTY. FOR MV.

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

DISPOSITION: Granted.

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

AmeriCredit Financial Services, Inc. ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2022 Chevrolet Blazer (VIN: 3GNKBERS0NS130260) ("Vehicle"). Doc. #15. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(4). *Id.*

Jessica Bedolla Lugo ("Debtor") nor any other party in interest timely filed written opposition. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in

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

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

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

After review of the included evidence, the court finds that "cause" exists to lift the stay because Debtor has failed to make one (1) post-petition payment in the amount of \$726.81. Docs. ##18-19.

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 Debtor is in chapter 7. The Vehicle is valued at \$19,300.00 and Debtor owes \$22,282.50. Docs. ##17-19.

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

The 14-day stay of Fed. R. Bankr. P. 4001(a)(4) will be ordered waived because Debtor has failed to make at least one (1) post-petition payment to Movant and the Vehicle is a depreciating asset.

21. [24-12882](#)-B-7 **IN RE: SC COMMUNICATIONS, INC.**
[DMG-5](#)

MOTION FOR TURNOVER OF PROPERTY
9-1-2026 [\[61\]](#)

JEFFREY VETTER/MV
LEONARD WELSH/ATTY. FOR DBT.
D. GARDNER/ATTY. FOR MV.

NO RULING.

Trustee Jeffrey M. Vetter ("Trustee") moves for an order compelling the entity known as Airwave Communications ("Airwave") to transfer certain call signals that were the subject of a sale by the Trustee to the successful bidder known as Anterix Inc. ("Anterix"), which purchased the call signals for \$99,989.00 in a sale approved by the court on December 19, 2025. Doc. #61; Doc. #56.

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.

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

Except where noted otherwise, the following facts are drawn from the Trustee's Declaration (Doc. #63).

Debtor filed a voluntary Chapter 7 petition on October 3, 2024. Doc. #1. Among the assets of the estate are certain FCC licenses pertaining to call signs KNFT and WNAP317 ("the call signs") at various frequencies. Anterix purchased the call signs in a sale approved by the court on December 19, 2025. The sale was unopposed, and Anterix tendered the \$99,989.00 purchase price to Trustee.

Trustee declares that, during the process of transferring and documenting the call-sign acquisition, Anterix discovered that Debtor's principal, Jamie Hastings ("Hastings"), made the call signs available to Airwave, who transferred them and is currently in possession of them. The transfer to Airwave was effected through documents filed with the Federal Communications Commission ("FCC")

and signed by Hastings in his capacity as president of SC Site Services ("SCSS"), an entity unrelated to Debtor but controlled by Hastings. Trustee declares that neither Trustee nor anyone at Anterix was aware of the transfer at the time it was made.

Trustee declares that in June of 2026, Tom Murray ("Murray") of Anterix advised Trustee of the inability of Anterix to complete the transaction due to the transfer of the call signs to Airwave. After communications between Trustee, Hastings, Murray and others, it was determined that the transfer of the call signs could be undone and Airwave agreed to do so. However, after communication from Airwave on August 6, 2026, nothing further has taken place. As a result, Trustee filed the instant motion.

11 U.S.C. § 542(a) says:

Except as provided in subsection (c) or (d) of this section, an entity, other than a custodian, in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.

While the moving papers support Trustee's arguments for turnover, one issue stays the court's hand. Trustee seeks turnover from Airwave, a third-party entity not a party to this bankruptcy. Under Fed. R. Bankr. P., the court views turnover actions against non-parties to require an adversary proceeding rather than a contested motion. Also, the transfers occurred in February of 2026, i.e. post-petition, and unauthorized post-petition transfers under 11 U.S.C. § 549 also require an adversary proceeding.

While there is language in the moving papers which suggest that Airwave consents to the turnover of the call signs, that consent is not explicitly confirmed. A hearing in this matter will proceed as scheduled to determine whether Airwave consents to the turnover of the call signs to Anterix without the necessity of an adversary proceeding. If not, this motion will be DENIED without prejudice to allow Trustee opportunity to properly bring an adversary proceeding for turnover

22. [26-13991](#)-B-7 **IN RE: MICHELLE SOLLID**
[MAZ-1](#)

MOTION TO COMPEL ABANDONMENT
9-14-2026 [\[13\]](#)

MICHELLE SOLLID/MV
MARK ZIMMERMAN/ATTY. FOR DBT.
OST 9/15/26

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: To be determined at the hearing.

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

Michelle L. Sollid ("Debtor") moves to compel the Trustee to abandon Debtor's personal property in the form of a Wells Fargo bank account ("the Account") which Debtor says is of "inconsequential value to the estate." Doc. #13.

This matter will be called and proceed as scheduled. Written opposition was not required and opposition may be presented at the hearing. In the absence of opposition at the hearing, this motion may be GRANTED provided that Movant has complied with the order shortening time ("OST").

This motion was set for hearing on shortened notice with an OST under the procedure specified in Local Rule of Practice ("LBR") 9014-1(f)(3). Consequently, the creditors, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offer opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion. Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

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).

Debtor is self-employed as an esthetician d/b/a "Michelle L. Sollid Esthetician." Doc. #1 (Schedule I). Debtor seek to compel Trustee to abandon the Account, which Debtor characterizes as a business account and which is listed in the schedules as follows:

Asset	Value	Exempt	Lien	Net
Wells Fargo Checking Account	\$9,620.15	\$9,620.15 CCP § 703.140(b) (5)	\$0.00	\$0.00

Doc. #1 (Schedules A/B, C, and D). None of the Business Assets are encumbered by any secured creditors. Doc. #1 (Sched. D). Debtor exempted the Account for its full value under Cal. Code Civ. Proc. § 703.140(b) (5). 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. #15. Debtors agree to not amend the exemptions affecting the Business Assets unless Trustee stipulated to that amendment or such relief is granted by further order of the court. *Id.*

While Debtor asserts that the \$9,620.15 is of inconsequential value and benefit to the estate, the court notes that Debtor's total scheduled general unsecured debt is \$29,138.00, and so the funds in the Account, if liquidated for distribution to general unsecured creditors, would represent a potential distribution to unsecured creditors of about 33%. This would seem to be more than inconsequential in the court's view.

Nevertheless, the exemption appears properly claimed.

Written opposition was not required and may be presented at the hearing. Depending on the evidence adduced and arguments presented at the hearing, the court may GRANT or DENY this motion, or it may CONTINUE the matter for future proceedings.

23. [26-13295](#)-B-7 **IN RE: TED DELROSARIO**
[DS-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
8-25-2026 [\[10\]](#)

LAKEVIEW LOAN SERVICING, LLC/MV
LAURA HANSON/ATTY. FOR DBT.
DANIEL SINGER/ATTY. FOR MV.

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

DISPOSITION: Withdrawn.

NO ORDER REQUIRED.

Movant Lakeview Loan Servicing withdrew this motion for relief from the automatic stay on September 17, 2026. Doc. #22. Accordingly, this motion is WITHDRAWN.

24. [26-13525](#)-B-7 **IN RE: CINDY TORRES**
[ICE-1](#)

OPPOSITION RE: TRUSTEE'S MOTION TO DISMISS FOR FAILURE TO
APPEAR AT SEC. 341(A) MEETING OF CREDITORS
8-27-2026 [\[13\]](#)

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

DISPOSITION: Conditionally denied.

ORDER: The court will issue the order.

Chapter 7 trustee Irma Edmonds ("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 24, 2026. Doc. #13.

Cindy Torres ("Debtor") timely opposed. Doc. #18. Debtor attempted to appear at the August 24, 2026 meeting of creditors but encountered audio difficulties. 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 September 30, 2026, at 11:00 a.m. See, Doc. #12. 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.