UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Wednesday, October 9, 2024

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. 24-11505-B-13 **IN RE: LUIGI/BRITTNEE TISO**
JRL-1

MOTION TO CONFIRM PLAN
9-4-2024 [33]

BRITTNEE TISO/MV
JERRY LOWE/ATTY. FOR DBT.

NO RULING.

Luigi and Brittnee Tiso ("Debtors") seek an order confirming the *First Modified Chapter 13 Plan* dated September 4, 2024. Docs. #33, #35. No plan has been confirmed so far. Debtor's original plan was the subject of an Objection by the Chapter 13 Trustee ("Trustee") which the court sustained. Docs. #22, #30. This plan followed.

Interestingly, the basis for the Trustee's Objection to the prior plan was its treatment of Carmax Business Services, LLC ("Carmax") as a Class 2 Creditor with a claim in the amount of $32,159.53 at an interest rate of 9.5%. Doc. #22. The Trustee argued that the inclusion of the Carmax claim by stipulation would have raised the monthly plan payment to $1,211.00 which was not feasible for these Debtors. *Id.*

That issue appears to be no longer relevant, as the Debtor's Declaration in support of the First Modified Chapter 13 Plan states that the vehicle which secured the Carmax claim was totaled in an accident which took place on or about July 12, 2024, after the filing of the original plan but before the filing of the Trustee's Objection. Doc. #36. Joint Debtor Luigi Christian Tiso declares that he is presently leasing on a month-to-month basis a truck purchased for his business use by his parents. *Id.*

The 60-month plan proposes the following terms:

1. The monthly payment will be $396.00. The Debtors filed an Amended Schedule J on September 4, 2024, which indicates they can afford this payment. *See Doc. #32.*
2. Outstanding Attorney's fees in the amount of $10,375.00 to be paid through the plan.
3. Secured creditors to be sorted into appropriate Classes and paid as follows:
    a. Class 1: Two private lease/rental agreements for a 2024 Toyota Tundra and a 2013 Nissan Altima are included in Class 1 (see below).
    b. Class 2: Navitas Credit Corp. ($13,146.36 secured by fryer, refrigerator, freezer, and flat top grill used in Debtors' food truck business.) $4,000.00 at 5.00% per the court's

valuation order at *Item #3, below*. $75.48 dividend per month.

c. Class 2: Technology Credit Union. ($7,951.77 secured by solar panels.) $2,000.00 at 5.00% per the court's valuation order at *Item #4, below*. $37.74 dividend per month.
d. Class 4: CarMax Auto Finance. The vehicle serving as collateral has been totaled and is no longer in Debtors' possession. Debtors propose to pay $0.00.
e. Additional Class 4 direct payments by Debtors to: Charles Schwab (401(k) loan. $6.91 per month; Charles Schwab (401(k) loan. $204.00 per month; M&T Bank (Mortgage on property at 3478 Park Avenue, Clovis, CA, 93611. $1,537.55 per month).

4. Executory contracts/unexpired leases to be paid post-petition by Debtors to (1) Matthew Stewart to receive $715.00 per month for a 2024 Toyota Tundra-SR5 double cab used in the operation of Debtors' business, and (2) Michelle Doody to receive $200.00 per month for a 2013 Nissan Altima. No arrearages.
5. A dividend of 3% to unsecured creditors.

Doc. #35.

This motion was set for hearing on 35 days' notice as required by Local Rule of Practice ("LBR") 3015-1(d)(1). The failure of the creditors, the chapter 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought.

There are no objections. But the court questions why the private lease/rental agreements are placed in Class 1 when there is no arrearage owed and the treatment for both leases/rental agreements is as assumed unexpired leases in class 4 of the Plan. There is also a question as to the identification of the totaled vehicle. A 2015 Toyota Tundra is mentioned in class 4 yet the supporting declarations of Mr. Tiso and counsel (Docs. #36, #37) reference a 2023 Toyota Tundra was totaled. There is no clarification about insurance coverage on the totaled vehicle.

Also, the Plan proposes a 3% dividend to unsecured creditors, yet counsel's declaration (Doc. #37) says unsecured creditors will be paid

in full. These issues need clarification from both the Trustee and Debtor at the hearing.

If the motion is GRANTED, the confirmation order shall include the docket control number of the motion and reference the plan by the date it was filed. If DENIED, the court will issue the order.

2. 24-11505-B-13 **IN RE: LUIGI/BRITTNEE TISO**
JRL-2

MOTION TO VALUE COLLATERAL OF TECHNOLOGY CREDIT UNION
9-4-2024 [38]

BRITTNEE TISO/MV
JERRY LOWE/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Luigi and Brittnee Tiso (collectively "Debtors") move for an order pursuant to 11 U.S.C. § 506(a) to value solar panels purchased through a solar loan agreement ("the Agreement") from Technology Credit Union ("Creditor") and subject to a secured claim in the amount of $7951.77. Doc. #38; Proof of Claim ("POC") #4.

Debtors complied with Fed. R. Bankr. P. 3012(b) and 7004(b)(3) by serving Creditor's CEO at Creditor's headquarters and at the address listed in Creditor's proof of claim. Doc. #48. 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 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 1325(a)(*) (the hanging paragraph) states that 11 U.S.C. § 506 is not applicable to claims described in that paragraph if (1) the creditor has a purchase money security interest securing the debt that is the subject of the claim, (2) that collateral is personal property other than a motor vehicle acquired for the personal use of the debtor, and (3) the debt was incurred within one year preceding the filing of the petition.

Here, the collateral consists of solar panels which are personal property other than a motor vehicle, and the motion is accompanied by a Declaration and Exhibits both reflecting that the solar panels were purchased on or about May 25, 2021, which is more than one year preceding the May 31, 2024, petition date. Docs. ##1, 40-41. Accordingly, the elements of § 1325(a)(*) are not met and § 506 is applicable.

11 U.S.C. § 506(a)(1), which applies to all debtors under this title, states:

> An allowed claim of a creditor secured by a lien on property in which the estate has an interest, or that is subject to setoff under section 553 of this title, is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property, or to the extent of the amount subject to setoff, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to set off is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting such creditor's interest.

11 U.S.C. § 506(a)(2) states:

> If the debtor is an individual in a case under chapter 7 or 13, such value with respect to personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined.

Joint debtor Brittnee Tiso declares the solar panels have a replacement value of $2,000.00. Doc. #40. Debtor is competent to testify as to the value of Debtor's personal property. 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).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Creditor's secured claim will be fixed at $2,000.00. The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

3. 24-11505-B-13 **IN RE: LUIGI/BRITTNEE TISO**
JRL-3

MOTION TO VALUE COLLATERAL OF NAVITAS CREDIT CORP.
9-4-2024 [42]

BRITTNEE TISO/MV
JERRY LOWE/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

Luigi and Brittnee Tiso (collectively "Debtors") move for an order pursuant to 11 U.S.C. § 506(a) to value certain property ("the Equipment") used in Debtors' business which is collateral for the secured claim of Navitas Credit Corporation ("Creditor") in the amount of $13,146.36. Doc. #38; Proof of Claim ("POC") #19-1. The Equipment consists of: (1) a fryer, (2) a refrigerator, (3) a freezer, and (4) a flat top grill. Doc. #38 *et seq.*

Debtors complied with Fed. R. Bankr. P. 3012(b) and 7004(b)(3) by serving Creditor's authorized agent at Creditor's headquarters and at the address listed in Creditor's proof of claim. Doc. #48. 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 13 trustee, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amounts of damages). *Televideo Sys.*,

Inc. v. Heidenthal, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 1325(a)(*) (the hanging paragraph) states that 11 U.S.C. § 506 is not applicable to claims described in that paragraph if (1) the creditor has a purchase money security interest securing the debt that is the subject of the claim, (2) that collateral is personal property other than a motor vehicle acquired for the personal use of the debtor, and (3) the debt was incurred within one year preceding the filing of the petition.

Here, the Equipment which secures the loan consists of personal property other than a motor vehicle, and the motion is accompanied by a Declaration and Exhibits both reflecting that the Equipment was purchased on or about November 3, 2021, which is more than one year preceding the May 31, 2024, petition date. Docs. #1, ##44-45. Accordingly, the elements of § 1325(a)(*) are not met and § 506 is applicable.

11 U.S.C. § 506(a)(1), which applies to all debtors under this title, states:

> An allowed claim of a creditor secured by a lien on property in which the estate has an interest, or that is subject to setoff under section 553 of this title, is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property, or to the extent of the amount subject to setoff, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to set off is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting such creditor's interest.

11 U.S.C. § 506(a)(2) states:

> If the debtor is an individual in a case under chapter 7 or 13, such value with respect to personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined.

Joint debtor Luigi Christian Tiso declares the Equipment as a whole has a replacement value of $4,000.00. Doc. #40. Debtor is competent to testify as to the value of Debtor's personal property. 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).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Creditor's secured claim will be fixed at $4,000.00. The proposed order shall specifically identify the collateral and the proof of claim to which it relates. The order will be effective upon confirmation of the chapter 13 plan.

4. 19-10708-B-13 **IN RE: ANTONIO VENEGAS AND MARTHA JAIMES**
MHM-2

CONTINUED MOTION TO RECONVERT CASE FROM CHAPTER 13 TO CHAPTER 7
11-17-2023 [115]

T. O'TOOLE/ATTY. FOR DBT.
WITHDRAWN

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

DISPOSITION: Withdrawn.

No order is required.

On September 9, 2024, the Trustee withdrew this Motion to Reconvert Case from Chapter 13 to Chapter 7. Accordingly, this matter is WITHDRAWN.

5. 24-11312-B-13 **IN RE: ADAM GEORGE**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
9-17-2024 [25]

DISMISSED 9/18/24

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

DISPOSITION: Dropped and taken off calendar.

NO ORDER REQUIRED.

An order dismissing the case was entered on September 18, 2024, (Doc. #28). Accordingly, this Order to Show Cause will be taken off calendar as moot. No appearance is necessary.

6. 24-12315-B-13 **IN RE: KATHERINE SCONIERS STANPHILL**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
9-16-2024 [19]

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: The minutes of the hearing will be the court's findings and conclusions.

ORDER: The court will issue an order.

This matter will proceed as scheduled. If the fees due at the time of the hearing have not been paid prior to the hearing, the case will be dismissed on the grounds stated in the OSC.

If the installment fees due at the time of hearing are paid before the hearing, the order permitting the payment of filing fees in installments will be modified to provide that if future installments are not received by the due date, the case will be dismissed without further notice or hearing.

7. 24-12317-B-13 **IN RE: KHALID CHAOUI**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
9-16-2024 [29]

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 installment fees now due have been paid. Accordingly, the order to show cause will be VACATED.

8. 22-11023-B-13 **IN RE: DULCE MARQUEZ**
JCW-2

MOTION TO APPROVE LOAN MODIFICATION
9-5-2024 [62]

U.S. BANK NATIONAL
ASSOCIATION/MV
RABIN POURNAZARIAN/ATTY. FOR DBT.
JENNIFER WONG/ATTY. FOR MV.

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

DISPOSITION: Granted.

ORDER: The movant will prepare the order.

U.S. Bank National Association, its assignees and/or successors ("Movant" or "the Bank") moves for an order authorizing a loan modification with Partial Clais Note and Deed of Trustee ("the Agreement") regarding the real property generally described as 3736 E. Laura Avenue, Visalia, CA 93292 ("the Property"). Doc. #62. Dulce Marquez ("Debtors") is in default under the current loan terms and cannot cure and maintain the required monthly payments as currently configured. *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 non-responding parties in interest are entered. This motion will be GRANTED.

The motion avers the following: The initial principal balance prior to the Agreement was $337,006.23. The new principal balance will be $334,643.66. The Partial Claim amount is $10,162.44. The Partial Claim will be held by the Secretary of Housing and Urban Development, bears

no interest and shall be subordinate to the first Deed of Trust. This Partial Claim represents the existing default amount, with the Department of Housing and Urban Development ("HUD") advancing funds to cure the default, and Debtor to repay HUD pursuant to the Agreement. All other terms under the existing Note and Deed of Trust are unmodified.

Doc. #62. A prior version of this motion was denied by the court on procedural grounds in an order dated August 29, 2024. Doc. #61.

According to the Agreement, Debtor agrees to repay the $10,162.44 owed to HUD on or before May 1, 2051, when the first of the following events occurs:

i. Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the [HUD] Secretary, or
ii. The maturity date of the primary Note has been accelerated, or
iii. The primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the [HUD] Secretary.

Doc. #64 (Exhib. 1).

LBR 3015-1(h)(1)(E) provides that "if the debtor wishes to incur new debt . . . on terms and conditions not authorized by [LBR 3015-1(h)(1)(A) through (D)], the debtor shall file the appropriate motion, serve it on the trustee, those creditors who are entitled to notice, and all persons requesting notice, and set the hearing on the Court's calendar with the notice required by Fed. R. Bankr. P. 2002 and LBR 9014-1."

Since there is no opposition, the court will overlook the fact the Bank filed the motion rather than the Debtor, and the Chapter 13 Trustee has not opposed. There is no indication that Debtor is not current on her chapter 13 plan payments or that the chapter 13 plan is in default. The Note is a single loan incurred only to bring the existing debt encumbering Debtor's Residence current and is due at the end of the mortgage term. The only security for the Note will be Debtor's Residence.

No party in interest has objected. This motion is GRANTED. Debtor is authorized, but not required, to modify the existing mortgage in a manner consistent with the motion.

9. 24-12233-B-13 **IN RE: HUIJUN LIU**
LGT-1

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG
9-19-2024 [20]

JERRY LOWE/ATTY. FOR DBT.

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

DISPOSITION: Withdrawn.

No order is required.

On October 1, 2024, the Trustee withdrew this Objection to Confirmation. Doc. #24. Accordingly, this Objection is WITHDRAWN.

10. 19-12554-B-13 **IN RE: RAFAELA GARZA THOMAS**
SL-4

OBJECTION TO CLAIM OF UNIFUND CCR, LLC, CLAIM NUMBER 4-1
8-19-2024 [77]

RAFAELA GARZA THOMAS/MV
SCOTT LYONS/ATTY. FOR DBT.

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

DISPOSITION: Sustained.

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

Rafaela Garza Thomas ("Debtor") objects to Claim #4-1 filed by Unifund CCR, LLC ("Creditor"), on in the sum of $2,155.58 and seeks that it be disallowed in its entirety. Doc. #77. The basis of Debtor's objection is that Claim #4-1 is duplicated by Claim #9-2 which was filed by the same creditor. *Compare POC #4-1 and POC #9-2.*

It appears that Debtor complied with Rule 3007(a)(2)(A) by serving this objection to a proof of claim and its corresponding notice via first-class mail to the person most recently designated on the claimant's proof of claim as the person to receive notices. Doc. #81. Indeed, Debtor went above and beyond by serving Creditor at both addresses listed on the two separate proofs of claim. *Id.*

This objection was set for hearing on 44 days' notice as required by Local Rule of Practice ("LBR") 3007-1(b)(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 sustaining of the objection. *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.

11 U.S.C. § 502(a) states that a claim or interest, evidenced by a proof filed under section 501, is deemed allowed, unless a party in interest objects.

Federal Rule of Bankruptcy Procedure 3001(f) states that a proof of claim executed and filed in accordance with these rules shall constitute *prima facie* evidence of the validity and amount of the claim. If a party objects to a proof of claim, the burden of proof is on the objecting party. *Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039 (B.A.P. 9th Cir. 2000).

Debtor does not deny that he owes a debt to Creditor in the amount of $2,115.58, though he does note that every iteration of Creditor's proof of claim erroneously provides the last four digits of his Social Security card in place of the last four digits of his credit card number. Doc. #79. Debtor through counsel notes that both proofs of claim are identical except for the claim number and the addresses provided for notices and payments to be sent. *See Doc. #80: POC #4-1; POC #9-1; POC #9-2.* The motion also notes that in POC #9-1, the individual who filed the proof of claim on behalf of Creditor checked "No" for line 4, which inquires "Does this claim amend one already filed?" and also checked "No" for line 5, which inquires "Do you know if anyone else has filed a proof of claim for this claim?" POC #9-1. Debtor interprets this as an admission by Creditor that Creditor does not consider POC #4-1 to be a valid proof of claim. Doc. #77.

The court agrees. Neither Creditor nor any other party has responded to this Objection, and, after review of the proofs of claim, the court agrees they are duplicative. Accordingly, this Objection will be SUSTAINED, and Proof of Claim 4-1 filed by Claimant Unifund CCR, LLC, on July 11, 2019, will be disallowed in its entirety.

11. 24-11964-B-13 **IN RE: AMANDA QUIZ**
PBB-1

MOTION TO AVOID LIEN OF EMPLOYMENT DEVELOPMENT DEPARTMENT
9-6-2024 [19]

AMANDA QUIZ/MV
PETER BUNTING/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.

Amanda Quiz ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of State of California, Employment Development Department ("Creditor" or "EDD")) in the sum of $10,864.04 and encumbering residential real property located at 1507 East Sumner Avenue, Fowler, California 93625 ("the Property"). Doc. #19.

Debtor complied with Fed. R. Bankr. P. 7004(b)(6) by serving Nancy Farlas, Director for the EDD as well as serving the EDD's Bankruptcy Special Procedures Group, the EDD's Legal Office, and the EDD's Benefit Overpayment Collection Section. Doc. #23.

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 $10,864.04 on June 27, 2024. Doc. #22 (Exhib. E). The abstract of judgment was issued that same day, and it was recorded in Fresno County on June 28, 2024. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #21. Debtor estimates that the current amount owed on account of this lien is $10,864.04. *Id.*

As of the petition date, Property had an approximate value of $329,000.00. Doc. #1 (*Sched. A/B*). Debtor claimed a $189,050.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #1 (*Sched. C*).

Property is encumbered by a first deed of trust in favor of United Wholesale Mortgage ("UWM") in the amount of $219,118.90. Doc. #1 (*Sched. D*). Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. UWM	$219,118.90		Unavoidable
2. Creditor	$10,864.04	06/28/24	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). Only one lien is subject to avoidance here.

"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).

This lien is the most junior lien subject to avoidance and there is not any equity to support the lien. Strict application of the

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

Amount of judgment lien	$10,864.04
Total amount of unavoidable liens	+ $219,118.90
Debtor's claimed exemption in Property	+ 189,050.00
Sum	= $419,032.94
Debtor's claimed value of interest absent liens	- $329,000.00
Extent lien impairs exemption	= $90,032.94

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	$329,000.00
Total amount of unavoidable liens	- $219,118.90
Homestead exemption	- 189,050.00
Remaining equity for judicial liens	= ($79,168.90)
Creditor's judicial lien	- $10,864.04
Extent Debtor's exemption impaired	= ($90,032.94)

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.

12. 24-12264-B-13 **IN RE: MELVIN/KAREN SCHREIN**
LGT-1

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
9-23-2024 [14]

LILIAN TSANG/MV
STEVEN ALPERT/ATTY. FOR DBT.

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

DISPOSITION: Withdrawn

No order is required.

On October 7, 2024, the Trustee withdrew the Objection to Confirmation. Accordingly, this Objection is WITHDRAWN.

13. 19-13074-B-13 **IN RE: KEVIN/DORIS WILLIAMS**
LGT-1

MOTION TO DISMISS CASE
9-4-2024 [61]

LILIAN TSANG/MV
MARK ZIMMERMAN/ATTY. FOR DBT.

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

DISPOSITION: Granted.

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

The chapter 13 trustee asks the court to dismiss this case for failure to complete the terms of the confirmed plan (11 U.S.C. § 1307(c)(6)) and termination of a confirmed plan by reason of the occurrence of a condition specified in the plan other than completion of payments under the plan. [11 U.S.C. § 1307(c)(8)]. Doc. #61. Debtor did not oppose.

Unless the trustee's motion is withdrawn before the hearing, the motion will be GRANTED without oral argument for cause shown.

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.

Here, the chapter 13 trustee asks the court to dismiss this case for cause as follows:

1. Material default by the Doris J. Williams ("Debtor") with respect to a term of a confirmed plan. [11 U.S.C. § 1307(c)(6)]
2. Termination of a confirmed plan by reason of the occurrence of a condition specified in the plan other than completion of payments under the plan. [11 U.S.C. § 1307(c)(8)]
3. Debtors have failed to make all payments to creditors under the plan.
4. Debtors' Chapter 13 Petition was filed on July 19, 2019. Debtors proposed a 60-month plan. Month 60 was July 2024.

Doc. #61.

As of September 4, 2024, the total claims filed herein require an aggregate payment of $114,887.91. Debtor has only paid $105,908.94. The remaining claims, plus trustee compensation that need to be paid pursuant to the plan, total $8,978.97. Doc. #63.

Under 11 U.S.C. § 1307(c), the court may convert or dismiss a case, whichever is in the best interests of creditors and the estate, for cause. "A debtor's unjustified failure to expeditiously accomplish any task required either to propose or to confirm a chapter 13 plan may constitute cause for dismissal under § 1307(c)(1)." *Ellsworth v. Lifescape Med. Assocs., P.C. (In re Ellsworth)*, 455 B.R. 904, 915 (B.A.P. 9th Cir. 2011). There is "cause" for dismissal under 11 U.S.C. § 1307(c)(1) for unreasonable delay.

Trustee's review of Debtor's Schedules A/B and D show that Debtor's significant assets, vehicles, and real property are over encumbered. Debtors claim exemptions in the remaining assets. Because there is no equity to be realized for the benefit of the estate, dismissal, rather than conversion to chapter 7, is in the best interests of creditors and the estate. Doc. #61.

Unless the trustee's motion is withdrawn before the hearing, the motion will be GRANTED without oral argument for cause shown.

14. 24-10581-B-13 **IN RE: JULIO CABALLEROS ROMAN**
LGT-2

MOTION TO DISMISS CASE
9-5-2024 [32]

RYAN WOOD/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to November 13, 2024, at 9:30 a.m.

ORDER: The court will prepare the order.

This matter will be CONTINUED to November 13, 2024, at 9:30 a.m. to be heard in conjunction with the Debtor's *Motion to Confirm Second Amended Chapter 13 Plan.*

15. 22-10083-B-13 **IN RE: JOSE/ERMELINDA MONTALVO**
ALG-2

MOTION TO COMPROMISE CONTROVERSY/APPROVE SETTLEMENT AGREEMENT
9-4-2024 [41]

ERMELINDA MONTALVO/MV
JANINE ESQUIVEL OJI/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 Montalvo and Ermelinda Rachel Montalvo ("Debtors") seek an order approving a settlement for Mr. Montalvo's pharmaceutical products liability claim ("the Settlement") against various pharmaceutical companies ("the Companies") engaged in the production and sale of a drug which allegedly caused Melanoma in Mr. Montalvo. Doc. #41. The Companies include Pfizer, Inc., Eli Lilly and Co., and Viatris Inc. (Successor to Pfizer, Inc.). *Id.*

According to the moving papers (*see Doc. #41 et seq*), Mr. Montalvo was first diagnosed with melanoma in 2007, allegedly from drug Viagra. In 2014, the Debtors hired the law firm of Davis & Crump, PC ("Davis & Crump") to file a products liability suit against the Companies. Debtors did not file the instant Chapter 13 case until 2022, over seven years later, and they declare that they simply forgot about the case and thought it was of no value. However, in October 2023, Davis &

Crump contacted Debtors with this settlement proposal. Debtors promptly amended their Schedule A/B and Schedule C on November 13, 2023, to list the lawsuit and claim an exemption in any settlement as a personal injury settlement. (Doc. #32). On September 4, 2024, Debtors brought this Application to Compromise subject to a Disbursement Settlement Agreement whereby Mr. Montalvo would receive a gross settlement of $26,300.00. Out of that, Davis & Crump would receive $5,260.00 in attorneys' fees (pursuant to a 20% contingency fee agreement) and $1,810.98 in costs, while $275.00 will go to a "Lien Resolution Fee" and $7,890.00 will go to resolve a Medicare Lien. The net settlement for Mr. Montalvo will be $11,064.02. The distribution of settlement proceeds may also be presented as follows:

Gross Settlement	**$26,300.00**
Attorneys' Fees (per 20% contingency)	($5,260.00)
Attorney Costs	($1,810.98)
Lien Resolution Fee	($275.00)
Medicare Lien	($7,890.00)
Net Settlement	**$11,064.02**

Doc. #41 *et seq.*

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 nonresponding parties are entered. This motion is GRANTED.

On a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Federal Rule of Bankruptcy Procedure ("FRBP") 9019(a). Absent from Rule 9019 is standing for the debtor to seek such approval. Typically, only the trustee may file a motion to approve a compromise or settlement.

Though 11 U.S.C. § 1303 does not expressly grant chapter 13 debtors standing to prosecute and settle claims, other courts have applied it

to allow these claims to continue. The Second Circuit has stated, "we conclude that a Chapter 13 debtor, unlike a Chapter 7 debtor, has standing to litigate causes of action that are not part of a case under title 11." *Olick v. Parker & Parsley Petroleum Co.*, 145 F.3d 513, 515 (2d Cir. 1998)

The Second Circuit reasoned, "[t]he legislative history of § 1303, which sets out the exclusive rights of a Chapter 13 debtor, supports the holding that a Chapter 13 debtor's standing is different." *Olick*, 145 F.3d 513 at 516. "Both the House of Representatives and Senate floor managers of the Uniform Law on Bankruptcies, Pub.L. No. 95-598 (1978), stated that:

> Section 1303 . . . specifies rights and powers that the debtor has exclusive of the trustees. The section does not imply that the debtor does not also possess other powers concurrently with the trustee. For example, although Section [323] is not specified in section 1303, certainly it is intended that the debtor has the power to sue and be sued."

Olick, 145 F.3d 513 at 516 citing 124 Cong. Rec. H. 11,106 (daily ed. Sept. 28, 1978) (remarks of Rep. Edwards); S. 17,423 (daily ed. Oct. 5, 1978) (remarks of Sen. DeConcini).

Ninth Circuit courts have applied *Olick*'s reasoning and agreed that chapter 13 debtors "have standing to pursue claims against others when those claims belong to the bankruptcy estate because 'the reality of a filing under Chapter 13 is that the debtors are the true representatives of the estate and should be given the broad latitude essential to control the progress of their case.'" *Donato v. Metro. Life Ins. Co.*, 230 B.R. 418, 425 (N.D. Cal. 1999) (*quoting Olick*, 145 F.3d 513 at 516). The court also favorably cited the Third Circuit's reasoning that a chapter 13 debtor could continue to prosecute prepetition claims after filing because "an essential feature of a Chapter 13 case is that the debtor retains possession of and may use all the property of his estate, including his prepetition causes of action . . ." *Donato*, 230 B.R. 418 at 425 (*citing Maritime Elec. Co., Inc. v. United Jersey Bank*, 959 F.2d 1194, 1209 at n.2 (3rd Cir. 1991).

Therefore, the debtor has standing to prosecute and settle this claim.

It appears from the moving papers that the debtors have considered the standards of *In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1987) and *In re A & C Properties*, 784 F.2d 1377, 1381 (9th Cir. 1986). This analysis is addressed in the motion and in the Declaration of Attorney Trevor Rockstad ("Rockstad"):

1. Probability of success in litigation: Rockstad notes that liabilities cases of this nature (products liability against a pharmaceutical company over a product that allegedly caused a disease many years after use) are among the most complex cases in the American

tort system. Mr. Montalvo's case was one of about 1200 cases filed nationwide by plaintiffs who allegedly contracted melanoma from taking Viagra. The cases were coordinated predominantly in the United States District Court for the Northern District of California before Judge Richard Seeborg. At the time this settlement was negotiated, Judge Seeborg had struck all the plaintiffs' expert witnesses on *Daubert* grounds and granted summary judgment in favor of the Companies. Thus, to say that this litigation is in an exceptionally poor posture for the Debtors is an understatement. This factor favors settlement.

2. Collection: If the settlement is approved, Rockstad anticipates that collection will be simple. If it is not, however, then a recovery, let alone a collection, seems unlikely.

3. Complexity of litigation: Rockstad characterizes pharmaceutical products claims as complex by nature, requiring numerous expert witnesses to testify about the correlation between the medical injury and the plaintiff's damages, all of whom charge hundreds of dollars per hour. Furthermore, in this instance, even getting to the point of offering such testimony would turn on obtaining a reversal of Judge Seeborg's orders disallowing the expert testimony and granting summary judgment. This factor favors settlement.

4. Paramount interests of creditors: The paramount interests of creditors appear to not be implicated in this matter, as the entirety of any settlement will be exempt and thus not subject to distribution to creditors. This is a nonfactor.

The *A & C Props.* and *Woodson* factors appear to weigh in favor of approving the settlement. Therefore, the settlement appears to be a fair, equitable, and reasonable exercise of Trustee's business judgment. The court may give weight to the opinions of the trustee, the parties, and their attorneys. *In re Blair*, 538 F.2d 849, 851 (9th Cir. 1976). Furthermore, the law favors compromise and not litigation for its own sake. *Id.*

Accordingly, it appears that the compromise pursuant to Federal Rule of Bankruptcy Procedure 9019 is a reasonable exercise of the Debtors' business judgment. The order should be limited to the claims compromised as described in the motion.

The court concludes that the Woodson factors balance in favor of approving the compromise. That is: the probability of success is far from assured as the case at issue is presently in the posture of being dismissed on summary judgment and would not be able to proceed unless an appeal on the *Daubert* issue was successfully brought. If the settlement is not approved, then a better result later seems very unlikely.

No party objected to the Debtors' claimed exemption.

Therefore, the court concludes the compromise to be in the best interests of the Debtors, though there will be no benefit either way to the creditors and the estate due to the exempt nature of the settlement proceeds. The court may give weight to the opinions of the parties and their attorneys. *In re Blair*, 538 F.2d 849, 851 (9th Cir. 1976). Furthermore, the law favors compromise and not litigation for its own sake. *Id.* Accordingly, the motion will be granted.

The proposed settlement is approved in the amount of $26,300.00, less fees and costs of $15,235.98 for attorneys' fees, costs, and lien holders as outlined above, for a net settlement of $11,064.02 to Debtors.

16. 19-12284-B-13 **IN RE: MATTHEW GONZALEZ ALVARADO AND NEREYDA ALVARADO**
LGT-1

MOTION TO RECONVERT CASE FROM CHAPTER 13 TO CHAPTER 7
8-29-2024 [76]

SCOTT LYONS/ATTY. FOR DBT.
LILIAN TSANG/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Withdrawn.

No order is required.

On September 27, 2024, the Trustee withdrew the *Motion to Reconvert Case from Chapter 13 to Chapter 7*. Doc. #85. Accordingly, this motion is WITHDRAWN.

17. 24-11589-B-13 **IN RE: LINA SHIRLEY**
TCS-1

MOTION TO CONFIRM PLAN
9-4-2024 [20]

LINA SHIRLEY/MV
TIMOTHY SPRINGER/ATTY. FOR DBT.

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

DISPOSITION: Continued to October 23, 2024, at 9:30 a.m.

ORDER: The court will prepare the order.

This matter will be CONTINUED to **October 23, 2024, at 9:30 a.m.** to be heard in conjunction with the Trustee's *Motion to Dismiss Pursuant to 11 U.S.C. § 1307.* Doc. #39.

18. 19-13907-B-13 **IN RE: JAVIER JAIME AND LILIANA LUIS**
LGT-1

CONTINUED MOTION TO DISMISS CASE
9-4-2024 [166]

LILIAN TSANG/MV
ROBERT WILLIAMS/ATTY. FOR DBT.

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

DISPOSITION: Withdrawn.

NO ORDER REQUIRED

The chapter 13 trustee withdrew this motion on October 2, 2024. Doc. #179. Accordingly, this matter will be taken off calendar pursuant to the trustee's withdrawal.

11:00 AM

1. 22-11403-B-7 **IN RE: STANFORD CHOPPING, INC.**
24-1023 CAE-1

STATUS CONFERENCE RE: COMPLAINT
8-14-2024 [1]

HOLDER V. AUGUSTAR LIFE
ASSURANCE CORPORATION
ESTELA PINO/ATTY. FOR PL.
CONT'D TO 10/23/24 PER ECF ORDER NO. 15

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

DISPOSITION: Continued to October 23, 2024, at 11:00 a.m.

No order is required.

Pursuant to the order of this court entered on September 16, 2024, this matter has been CONTINUED to October 23, 2024, at 11:00 a.m.

2. 24-12297-B-7 **IN RE: STEVEN WILCOX**
24-1022 CAE-1

STATUS CONFERENCE RE: COMPLAINT
8-9-2024 [1]

WILCOX V. UNITED STATES
DEPARTMENT OF EDUCATION
STEVEN WILCOX/ATTY. FOR PL.

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

DISPOSITION: Continued to November 13, 2024, at 11:00 a.m.

ORDER: The court will prepare the order.

It appearing that the Plaintiff in his Adversary has failed to timely obtain service against the Defendant U.S. Department of Education and that a new summons needs to be issued under Fed. R. Bankr. Pro. 7004(e), this matter will be CONTINUED to **November 13, 2024, at 11:00 a.m.** The Plaintiff is advised that if no service is obtained by November 7, 2024, the court will issue an Order to Show Cause why this adversary should not be dismissed pursuant to Fed. R. Civ. Pro. 4(m), as incorporated by Fed. R. Bankr. Pro. 7004(a).

3. 24-12751-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
24-1035 FRB-1

MOTION FOR REMAND AND/OR MOTION TO APPOINT RECEIVER , MOTION FOR PRELIMINARY INJUNCTION
9-27-2024 [8]

AMERICAN AGCREDIT, FLCA ET AL
V. KUMAR ET AL
UNKNOWN TIME OF FILING/ATTY. FOR MV.
OST 9/30/24

NO RULING.