



**UNITED STATES BANKRUPTCY COURT
Eastern District of California
Honorable René Lastreto II
Department B – Courtroom #13
Fresno, California
Hearing Date: Thursday, December 4, 2025**

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

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

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

Please also note the following:

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

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

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

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. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**
[MB-20](#)

MOTION TO APPROVE CONFIDENTIALITY AGREEMENT AND STIPULATED
PROTECTIVE ORDER
10-24-2025 [\[353\]](#)

THE ROMAN CATHOLIC BISHOP OF FRESNO/MV
HAGOP BEDOYAN/ATTY. FOR DBT.
RESPONSIVE PLEADING

NO RULING.

2. [25-12231](#)-B-11 **IN RE: THE ROMAN CATHOLIC BISHOP OF FRESNO**
[MB-29](#)

MOTION TO EXTEND TIME DEADLINE TO ASSUME OR REJECT UNEXPIRED LEASES
10-29-2025 [\[368\]](#)

THE ROMAN CATHOLIC BISHOP OF
FRESNO/MV
HAGOP BEDOYAN/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.

The Roman Catholic Bishop of Fresno (the "Debtor" or "RCBF"), the debtor in possession in the above-captioned Chapter 11 case, moves to extend the deadline for the Debtor to assume or reject unexpired leases of nonresidential property pursuant to 11 U.S.C. § 365(d)(4) and Fed. R. Bankr. P. ("Rule") 6006. Doc. #368 *et seq.*

According to the declaration of Cynthia Martin, Debtor's CFO ("Martin" and "the Martin Declaration"), the RCBF is lessee under at least one unexpired lease for property at 2918 N. West Avenue, Fresno, California, which is used for the benefit of Our Lady of Victory Catholic Church. Doc. #370. Debtor and Debtor's counsel require more time to assess the value of that lease, as well as whether any other leases to which the RCBF is a party exist. *Id.* Accordingly, Debtor desires an extension of the deadline to assume or reject leases through and including January 27, 2026. Doc. #368.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). Thus, pursuant to LBR 9014-1(f)(1)(B), the failure of any party in interest (including but

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

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

A chapter 11 debtor may assume, assume and assign, or reject any unexpired leases and executory contracts to which the debtor is a party when the petition is filed. 11 U.S.C. § 365. Per the Bankruptcy Code, a debtor has 120 days after the petition date in which to exercise the right to assume and/or assume and assign, or else the lease/executory contract will be deemed rejected. § 365(d)(4)(A). The court may grant one extension of this deadline for up to 90 days "for cause," but any further extensions require the written consent of the lessor. § 365(d)(4)(B)(i) and (ii).

[S]ince "cause" is not defined, courts generally look to the following factors for guidance: (1) whether the lease is the primary asset of the debtor; (2) whether the lessor has a reversionary interest in the building built by the debtor on the landlord's land; (3) whether the debtor has had time to intelligently appraise its financial situation and the potential value of its assets in terms of the formulation of a plan; (4) whether the lessor continues to receive the rent required in the lease; (5) whether the lessor will be damaged beyond the compensation available under the Code due to the debtor's continued occupation; (6) whether the case is exceptionally complex and involves a large number of leases; (7) whether the need exists for a judicial determination of whether the lease is disguised as a security interest; (8) whether the debtor has failed or is unable to formulate a plan when it has had more than enough time to do so; and (9) any other factors bearing on whether the debtor has had a reasonable amount of time in which to decide whether to assume or reject the lease. This list is not exclusive, and a great deal of discretion is left to the court to weigh all relevant factors related to the requested extension.

BC Brickyard Assocs. v. Ernst Home Ctr., Inc. (In re Ernst Home Ctr.), 221 B.R. 243, 253 (B.A.P. 9th Cir. 1998) (internal citations omitted). Most of these factors are not germane to the instant matter, but some are. Debtor is apparently current on its post-petition obligations and has the reserves to remain so. The case is large and complex. And Debtor avers that it "has worked expeditiously to move this case forward and to set the stage for administering potential claims, engaging in mediation, and developing a plan of reorganization." Doc. #368. In the absence of opposition, the court takes at face value Debtor's assertion that it needs more time to evaluate the known lease, determine whether there are any presently unidentified leases, and assess the value of them all in terms of whether rejection, assumption, or assumption and assignment are most likely to aid in a successful reorganization.

No party in interest has opposed this motion which will be GRANTED. The RCBF's deadline in which to assume or reject unexpired leases of nonresidential real property shall be extended through and including January 27, 2026.

3. [24-12751](#)-B-11 **IN RE: BIKRAM SINGH AND HARSIMRAN SANDHU**
[FW-15](#)

MOTION FOR COMPENSATION BY THE LAW OFFICE OF FEAR WADDELL,
P.C. FOR PETER L. FEAR, DEBTORS ATTORNEY(S)
11-6-2025 [[320](#)]

PETER FEAR/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.

Fear Waddell, P.C. ("Applicant"), attorney for Bikram Singh and Harsimran Sandhu ("Debtors"), requests interim compensation in the sum of **\$173,415.92** under 11 U.S.C. § 330 and § 331. Doc. #320 *et seq.* This amount consists of **\$170,581.00** in fees and **\$2,834.92** in expenses from **September 22, 2024, through October 29, 2025. *Id.***

Debtor Bikram Singh executed a statement of consent dated November 5, 2025, indicating that he has read the fee application and approves the same. Doc. #322.

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) and Fed. R. Bankr. P.

("Rule") 2002(a)(6). 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.

On November 18, 2024, the court entered an order approving Debtors' application to employ applicant as General Insolvency Counsel. Doc. #94. As noted in that order, Applicant asserts a lien against the \$127,230.00 which was then held in Applicant's attorney-client trust account. *Id.* Withdrawals from those funds would be permitted only after approval of an application for compensation and a court order for an authorized disbursement of a specific amount. *Id.*

On October 6, 2025, the Declaration of Jaswinderbir Aulakh ("Aulakh" and "the Aulakh Declaration") was filed with the court and attested that within the 60 days preceding its filing, Aulakh had wired \$20,000.00 to Applicant's trust account as a gift from Aulakh to her brother, Bikram Singh. Doc. #288. Thus, the total amount currently in trust is \$147,230.00.

This is Applicant's first fee application. Applicant's firm provided **453** billable hours at the following rates, totaling **\$170,581.00** in fees:

Professional	Hourly Rate	Hours	Total fees
Peter L. Fear (2024)	\$460.00	146.70	\$67,482.00
Peter L. Fear (2025)	\$475.00	61.00	\$28,927.50
Gabriel J. Waddell (2024)	\$380.00	26.40	\$10,032.00
Gabriel J. Waddell (2025)	\$395.00	30.10	\$11,889.50
Peter A. Sauer (2024)	\$300.00	94.70	\$28,410.00
Peter A. Sauer (2025)	\$315.00	54.00	\$16,819.50
Katie Waddell (2024)	\$280.00	1.20	\$336.00
Katie Waddell (2025)	\$295.00	3.80	\$1,121.00
Kayla Schlaak (2024)	\$160.00	23.20	\$3,712.00
Kayla Schlaak (2025)	\$175.00	4.10	\$717.50
Laurel Guenther (2024)	\$135.00	2.40	\$324.00
Laurel Guenther (2025)	\$150.00	5.40	\$810.00
TOTAL		453.00	\$170,581.00

Docs. #320, #324. Applicant also incurred **\$2,835.73** in expenses:

Type of expense	Amount
Copying	\$690.31
Court fees	\$1,482.00
Official fees	\$13.50
Postage	\$649.92
TOTAL	\$2,835.73

Id. These combined fees and expenses total **\$173,415.92**.

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

11 U.S.C. § 331 authorizes the award after notice and hearing of an interim award subject to subsequent final approval by the court pursuant to § 330.

Applicant’s services here included, without limitation: case administration; asset disposition; stay relief and adequate protection hearings; meetings and communications with creditors; fee and employment applications; other contested matters (excluding assumption/rejection); financing and cash collateral matters; and plan and disclosure statement matters (including Business Plan). Doc. #324. The court finds these services and expenses reasonable, actual, and necessary.

Although the fees and expenses incurred total \$173,415.92, in this application, Applicant only seeks authority to draw the \$147,230.00 from the funds held in trust by Applicant.

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Applicant shall be awarded **\$147,230.00** as reasonable compensation for services rendered and expenses incurred on an interim basis under 11 U.S.C. § 330 and § 331. Applicant may draw down that sum from the funds held in trust for Debtors for services and expenses from **September 22, 2024, through October 29, 2025**.

11:00 AM

1. [25-12517](#)-B-7 **IN RE: DANIELLE VALENZUELA**

REAFFIRMATION AGREEMENT WITH NOBLE CREDIT UNION
10-17-2025 [\[14\]](#)

RABIN POURNAZARIAN/ATTY. FOR DBT.

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

DISPOSITION: Dropped.

ORDER: The court will issue an order.

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

A Reaffirmation Agreement between Brandon Pekarek ("Debtor") and Unify Financial Federal Credit Union for a 2023 Honda Accord was filed on October 17, 2025. Doc. #14.

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

2. [25-12991](#)-B-7 **IN RE: HENOC TRUJILLO**

PRO SE REAFFIRMATION AGREEMENT WITH AMERICREDIT FINANCIAL SERVICES, INC.
11-10-2025 [\[26\]](#)

NO RULING.

1:30 PM

1. [24-13407](#)-B-7 **IN RE: ANITA FERGUSON**
[FW-2](#)

MOTION TO EMPLOY BERKSHIRE HATHAWAY HOMESERVICES CALIFORNIA
REALTY AS BROKER(S)
11-20-2025 [\[32\]](#)

IRMA EDMONDS/MV
NICHOLAS WAJDA/ATTY. FOR DBT.
GABRIEL WADDELL/ATTY. FOR MV.

NO RULING.

2. [25-13216](#)-B-7 **IN RE: ANTONIO MALDONADO**
[ABA-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY
11-4-2025 [\[13\]](#)

MATADORS COMMUNITY CREDIT UNION/MV
GEORGE BURKE/ATTY. FOR DBT.
ALANA ANAYA/ATTY. FOR MV.

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

DISPOSITION: Denied without prejudice.

ORDER: The court will issue an order.

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

The language required under Local Rule of Practice ("LBR") 9014-1(d)(3)(B)(i) provides "[t]he notice of hearing shall advise potential respondents whether and when written opposition must be filed, the deadline for filing and serving it, and the names and addresses of the persons who must be served with any opposition."

Here, the notices did not provide the names and addresses of the persons to be served with any opposition. Docs. #20, #24.

The notices did not contain the language required under LBR 9014-1(d)(3)(B)(iii), which requires movants to notify respondents that they can determine whether the matter has been resolved without oral argument or if the court has issued a tentative ruling by checking the Court's website at www.caeb.uscourts.gov after 4:00 p.m. the day before the hearing. Docs. #20, #24.

For motions filed on less than 28 days' notice, LBR 9014-1(f)(2)(C) requires the movant to notify respondents written opposition is not required and any opposition to the motion must be presented at the hearing.

Here, the motion was filed and served on November 7, 2025, and set for hearing on December 4, 2025. Docs. #13-25. November 7, 2025, is twenty-seven (27) days before December 4, 2025. Therefore, this motion was set for hearing on less than 28 days' notice under LBR 9014-1(f)(2). Nevertheless, the notice stated:

NOTICE IS HEREBY GIVEN that failure to appear at the above hearing or oppose the motion at least 14 days before the hearing date pursuant to Local Bankruptcy Rule (f)(ii) 9014-1 may be deemed a waiver of ones' rights to oppose this Motion resulting in an order granting relief from stay being entered against you.

Notices at 2:9-12, Docs. #20, #24. This is incorrect. Motions noticed on less than 28 days' notice of the hearing are deemed brought pursuant to LBR 9014-1(f)(2). The notices should have informed respondents that written opposition was not required, and opposition, if any, shall be presented at the hearing. If opposition is presented, or if there is other good cause, the court may continue the hearing to permit the filing of evidence and briefs. Therefore, the notices were materially deficient because the respondents were told to file and serve written opposition even though it was not necessary. Thus, interested parties may be deterred from opposing at the motion, or from even appearing at the hearing.

As an informative matter, 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. 10/22) instead of the most updated version of the form (EDC Form 7-005, Rev. 6/3/2025). Docs. #19, #25. The correct form can be accessed on the court's website. See Official Certificate of Service Form Information on the court's website, <https://www.caeb.uscourts.gov/CertificateOfServiceForm>.

LBR 7005-1 requires the movant to attach the Clerk of the Court's official matrices containing the names and addresses of all parties served. The Clerk's matrices are available on the court's website or through PACER, shall be downloaded not more than seven days prior to the date of serving the pleadings or other documents, and shall reflect the date of download. LBR 7005-1(d).

Here, there are no matrices attached to either of the Certificates of Service filed as required by LBR 7005-1. Docs. #19, #25.

Rule 4001(a)(1) requires motions for relief from the automatic stay to be made in accordance with Rule 9014. Rule 9014(b) requires motions in contested matters to be served upon the parties against whom relief is

being sought pursuant to Rule 7004. Since this motion will affect property of the estate, the Chapter 7 Trustee and the Debtor must be served in accordance with Rule 7004.

Rule 7004(b)(1) allows service in the United States by first class mail by "mailing a copy of the summons and complaint to . . . the place where the individual regularly conducts a business[.]" Furthermore, electronic service is precluded in matters brought under Rule 7004 because Rule 9036 "does not apply to any paper required to be served in accordance with Rule 7004." Rule 9036(e).

Here, since there are not matrices attached to the *Certificates of Service*, the court cannot determine if the Debtor and Chapter 7 Trustee were served as required by Rules 4001(a)(1) and 7004. Docs. #19, #25.

Accordingly, this motion will be DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice and Federal Rules of Bankruptcy Procedure.

3. [25-12325](#)-B-7 **IN RE: CHRISTIAN/ANTHONY ROMO**
[TJP-1](#)

CONTINUED MOTION TO DISMISS CASE PURSUANT TO 11 U.S.C.
SECTION 707(B)
10-6-2025 [[16](#)]

BAKERSFIELD UNIVERSITY PARTNERS, LP/MV
NEIL SCHWARTZ/ATTY. FOR DBT.
THOMAS POLIS/ATTY. FOR MV.

NO RULING.

4. [20-13049](#)-B-7 **IN RE: STEPHEN BRYANT**
[FW-2](#)

MOTION TO AVOID LIEN OF NORTHERN CALIFORNIA COLLECTION
SERVICES, INC.
11-5-2025 [\[83\]](#)

STEPHEN BRYANT/MV
GABRIEL WADDELL/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.

Stephen Bryant ("Debtor") moves for an order avoiding a judicial lien pursuant to 11 U.S.C. § 522(f) in favor of Northern California Collection Service, Inc. ("Creditor") in the sum of \$53,674.49 and encumbering residential real property located at 751 South 3rd Street, Kerman, California 93630 (the "Property"). Doc. #83 et seq.

Debtor complied with Fed. R. Bankr. P. 7004(b)(3) by serving Creditor's registered agent for service of process via first class mail on November 5, 2025. Doc. #87.

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 \$46,913.77 on April 16, 2019 ("the Judgment Lien"). Doc. #86 (Exh. A). The abstract of judgment was issued on May 28, 2019, and it was recorded in Fresno County on May 30, 2019. *Id.* That lien attached to Debtor's interest in Property. *Id.*; Doc. #85 (Decl. of Stephen Bryan). Debtor estimates that the current amount owed on account of this lien is \$53,675.49. *Id.*

As of the petition date, Property had an approximate value of \$315,000.00. Doc. #26 (Amended Schedule A/B). Debtor claimed a \$150,000.00 exemption in Property pursuant to Cal. Code Civ. Proc. ("CCP") § 704.730. Doc. #26 (Amended Schedule C).

Property is encumbered by a first deed of trust in favor of Chase Mortgage in the amount of \$12,485.00. Doc. #13 (Schedule D). Property is also encumbered by a second deed of trust in favor of Chase Mortgage in the amount of \$183,648.00. *Id.* Property is also encumbered by the Judgment Lien in the amount of \$53,654.49. Doc. #85. Property's encumbrances can be illustrated as follows:

Creditor	Amount	Recorded	Status
1. Chase I	\$12,485.00	06/08/07	Unavoidable
2. Chase II	\$183,648.00	03/30/17	Unavoidable
3. Creditor	\$53,654.49	05/30/19	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). Here, there is only one lien at issue.

"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.

This lien is the only 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		\$53,654.49
Total amount of unavoidable liens (incl. liens not yet avoided)	+	\$196,133.00
Debtor's claimed exemption in Property	+	\$150,000.00
<i>Sum</i>	=	\$399,787.49
Debtor's claimed value of interest absent liens	-	\$315,000.00
Extent lien impairs exemption	=	\$84,787.49

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		\$315,000.00
Total amount of unavoidable liens (incl. liens not yet avoided)	-	\$196,133.00
Homestead exemption	-	150,000.00
Remaining equity for judicial liens	=	(\$31,133.00)
Creditor's judicial lien	-	\$53,654.49
Extent Debtor's exemption impaired	=	(\$84,787.49)

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.

5. [25-11849](#)-B-7 **IN RE: MIRIAM RIVERA**

[ADJ-3](#)

MOTION TO SELL AND/OR MOTION FOR COMPENSATION FOR BERKSHIRE
HATHAWAY HOMESERVICES CALIFORNIA REALTY, REALTOR(S)
10-31-2025 [\[34\]](#)

IRMA EDMONDS/MV
ERIC ESCAMILLA/ATTY. FOR DBT.
ANTHONY JOHNSTON/ATTY. FOR MV.

TENTATIVE RULING: This matter will proceed for higher and better
bids only.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order
after hearing.

Chapter 7 trustee Irma C. Edmonds ("Trustee") seeks authorization to sell the estate's interest in residential real property located at 1541 Sarah Ave., Pixley, CA 93256 ("Property") to Bernardino Ambriz ("Proposed Buyer" or "Ambriz") for \$249,000.00 pursuant to 11 U.S.C. § 363, and subject to higher and better bids at the hearing. Doc. #34 *et seq.* Trustee also requests to pay a six percent (6%) commission to Berkshire Hathaway HomeServices California Realty ("Trustee's Broker" or "Broker"), with said commission split evenly with the eventual buyer's broker, if any. *Id.*

No party in interest timely filed written opposition. This motion will be GRANTED, and the hearing will proceed for bid solicitations only.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1) and Rule 2002(a)(2) and (a)(6). 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). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will proceed for higher and better bids only. 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.

BACKGROUND

Miriam Espinoza Rivera ("Debtor") filed chapter 7 bankruptcy on May 30, 2025. Doc. #1. Trustee was appointed as interim trustee on that

same day and became permanent trustee at the first § 341 meeting of creditors on July 1, 2025. Doc. #6; *docket generally*. In the course of administering the estate, Trustee investigated the estate's assets, which included Property.

On September 5, 2025, the court approved the employment of Broker to sell the Property. Doc. #31.

Trustee has secured an offer from and executed a Purchase Agreement ("Purchase Agreement") with Proposed Buyer to sell Property to Proposed Buyer for \$249,00.00 and now requests approval under 11 U.S.C. § 363(b) to complete the sale subject to higher and better bids. Doc. #34.

DISCUSSION

Sale of Property

11 U.S.C. § 363(b)(1) allows the trustee to "sell, or lease, other than in the ordinary course of business, property of the estate." Proposed sales under 11 U.S.C. § 363(b) are reviewed to determine whether they are: (1) in the best interests of the estate resulting from a fair and reasonable price; (2) supported by a valid business judgment; and (3) proposed in good faith. *In re Alaska Fishing Adventure, LLC*, 594 B.R. 883, 887 (Bankr. D. Alaska 2018) citing *240 N. Brand Partners v. Colony GFP Partners, Ltd. P'ship (In re 240 N. Brand Partners)*, 200 B.R. 653, 659 (B.A.P. 9th Cir. 1996); *In re Wilde Horse Enters., Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991). In the context of sales of estate property under § 363, a bankruptcy court "should determine only whether the trustee's judgment was reasonable and whether a sound business justification exists supporting the sale and its terms." *Alaska Fishing*, 594 B.R. at 889, quoting 3 Collier on Bankruptcy ¶ 363.02[4] (Richard Levin & Henry J. Sommer, 16th ed.). "[T]he trustee's business judgment is to be given 'great judicial deference.'" *Id.*, citing *In re Psychometric Sys., Inc.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007); *In re Bakalis*, 220 B.R. 525, 531-32 (Bankr. E.D.N.Y. 1998).

Sales to an insider are subject to heightened scrutiny. *Alaska Fishing Adventure, LLC*, 594 B.R. at 887 citing *Mission Product Holdings, Inc. v. Old Cold, LLC (In re Old Cold LLC)*, 558 B.R. 500, 516 (B.A.P. 1st Cir. 2016). There is nothing in the record suggesting that Ambriz is an insider with respect to Debtor. Trustee declares that Ambriz is "a completely unrelated third party." Doc. #36. Ambriz neither listed in the schedules nor the master address list. Docs. #1; #5.

Property is listed in *Schedule A/B* with a value of \$265,300.00. Doc. #15. Debtor did not exempt Property in *Schedule C*. *Id.*

Trustee entered into a contract ("Purchase Agreement") with Proposed Buyer to sell Property for \$249,000.00, subject to certain terms and

conditions listed in the Purchase Agreement. Doc. #37 (Exhibit A, pg. 21).

Property is subject to a deed of trust in the amount of \$88,000.00 in favor of NewRez LLC. Doc. #1 (Schedule D). It does not appear that any taxes are owed on the Property.

If sold at the proposed sale price, the proceeds from the proposed sale could be illustrated as follows:

Sale price	\$249,000.00
NewRez Deed of Trust	(\$88,000.00)
Estimated taxes	(\$0.00)
Estimated escrow/title costs	(\$2,500.00)
Estimated broker fee (6%)	(\$14,940)
Estimated net proceeds to estate	\$143,560.00

Doc. #36.

The sale under these circumstances should maximize potential recovery for the estate. The sale of the Property appears to be in the best interests of the estate because it will pay off the deed of trust in favor of NewRez and provide liquidity that can be distributed for the benefit of unsecured claims. The sale appears to be supported by a valid business judgment and proposed in good faith. There are no objections to the motion. Therefore, this sale is an appropriate exercise of Trustee's business judgment and will be given deference.

Real Estate Brokers' Compensation

This motion affects the proposed disposition of estate assets and the Broker. Under Fed. R. Civ. P. ("Civ. Rule") 21 (Rule 7021 incorporated in contested matters under Rule 9014(c)), the court will exercise its discretion to add Broker as a party.

LBR 9014-1(d)(5)(B)(ii) permits joinder of claims for authorization for the sale of real property and allowance of fees and expenses for such professional under 11 U.S.C. §§ 327, 328, 330, 363, and Rule 6004.

On August 28, 2025, Trustee moved to employ Broker to assist the Trustee in carrying out the trustee's duties by selling property of the estate. Doc. #27. The court authorized Broker's employment on September 5, 2025, under 11 U.S.C. §§ 327 and 328. Doc. #31.

Pursuant to the employment order, Trustee requests to compensate Broker with a commission of 6%, which will be split equally between Broker and the buyer's real estate broker. Doc. #36. Prospective Buyer's broker is Craig Smith & Associates, Inc. ("Ambriz's Broker"). *Id.* Trustee's Broker and Ambriz's Broker would each receive 3.0% commission, or \$7,470.00 each, if there are no overbidders and

Property is sold at the proposed sale price. The court will authorize Trustee to pay broker commissions as prayed.

Overbid Procedure

Any party wishing to overbid shall, prior to the hearing, comply with the overbid procedures as outlined in the Notice accompanying this motion. Doc. #35.

Waiver of 14-day Stay

Trustee does not request waiver of the 14-day stay of Rule 6004(h), and no such relief will be granted.

Conclusion

No party in interest timely filed written opposition. This motion will be GRANTED. Trustee will be authorized: (1) to sell the Property to the prevailing bidder at the hearing, as determined at the hearing; (2) to execute all documents necessary to effectuate the sale of the Property; (3) to pay broker commission in the amount of 6% of the total sale price to be split evenly between Trustee's Broker and the buyer's broker, as determined at the hearing; and (4) to pay all costs, commissions, and real property taxes directly from escrow. The 14-day stay of Rule 6004(h) will not be waived.

6. [24-12671](#)-B-7 **IN RE: MARTIN/YULE NOLASCO**
[BDB-1](#)

MOTION TO COMPEL ABANDONMENT
11-19-2025 [\[18\]](#)

YULE NOLASCO/MV
BENNY BARCO/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Granted.

ORDER: The Moving Party shall submit a proposed order
after hearing.

Martin and Yule Nolasco ("Debtors") move for an order compelling chapter 7 trustee Irma C. Edmonds ("Trustee") to abandon the estate's interest in certain assets ("Assets") described in detail below. Doc. #18 et seq.

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

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

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

To grant a motion to abandon property, the bankruptcy court must find either that: (1) the property is burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate. *In re Vu*, 245 B.R. 644, 647 (B.A.P. 9th Cir. 2000). As one court noted, "an order compelling abandonment is the exception, not the rule. Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." *In re K.C. Mach. & Tool Co.*, 816 F.2d 238, 246 (6th Cir. 1987). In evaluating a proposal to abandon property, it is the interests of the estate and the creditors that have primary consideration, not the interests of the debtor. *In re Johnson*, 49 F.3d 538, 541 (9th Cir. 1995) (noting that the debtor is not mentioned in § 554). *In re Galloway*, No. AZ-13-1085-PaKiTa, 2014 Bankr. LEXIS 3626, at *16-17 (B.A.P. 9th Cir. 2014).

The Assets are described below, along with their scheduled valuations and the exemptions claimed:

Asset	Value	Exempt Amount	Exemption	Lien
2012 Kenworth T660 (semi-truck)	\$28,000.00	\$200.00	C.C.P. § 704.010	\$0.00
2014 Wilson Trailer	\$9,500.00	\$0.00	n/a	\$0.00

Doc. #21 (Debtors' Joint Declaration).

While Debtors originally thought the Assets were encumbered by a lien in favor of the U.S. Small Business Administration ("SBA"), they have since learned that the SBA loan is unsecured, and they have amended Schedules A/B and D to reflect this. *Id.* The Assets are not encumbered. *Id.*

The Debtors declare that the Kenworth semi-truck is non-operational and needs significant repairs, and it has been parked at a commercial truck parking lot for months. *Id.* Debtors further declare that the lot owner has threatened to have the truck and trailer towed soon if they

are not removed. *Id.* Debtors state they cannot afford the parking fees, and they wish to sell the truck and trailer to cover parking fees but cannot until the Assets are abandoned. *Id.* If the Assets are towed, Debtors assert that the Assets will be lost to storage and towing charges. *Id.*

Debtors assert through counsel that the Trustee has indicated non-opposition to this motion. Docs. #18, #21.

Customarily, debtors who seek to compel the Trustee to abandon assets from the estate must certify that they are qualified and eligible to claim the relevant exemptions under applicable law and that they understand that if for any reason it is determined that Debtor is not qualified to claim an exemption in the property listed, or if there is some other error in the exemption claimed, Trustee may demand that Debtor compensate the estate for any damage caused by the claimed exemption. Debtors must also agree to not amend the exemptions affecting the relevant assets unless Trustee stipulates to that amendment or such relief is granted by further order of the court.

In this instance, the Debtors did not include any such certifications. They exempted the semi-truck for a nominal sum (\$200.00) and did not exempt the trailer at all. Doc. #17 (Amended Schedule C). Rather, they only seek abandonment so that the truck and trailer can be sold to cover outstanding storage fees rather than being lost to towing expenses. Doc. #21.

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

The order shall specifically include the property to be abandoned.

2:00 PM

1. [23-11700](#)-B-13 **IN RE: JOSEPH/VALERIE RODRIGUEZ**
[LGT-1](#)

MOTION TO DISMISS CASE
11-4-2025 [\[84\]](#)

LILIAN TSANG/MV
BENNY BARCO/ATTY. FOR DBT.
DISMISSED 11/10/25

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

An order dismissing this case was already entered on November 10, 2025. Doc. #91. The motion will be DENIED AS MOOT.

2. [23-10701](#)-B-13 **IN RE: DONALD/NANCY KRAFT**
[PBB-2](#)

MOTION TO MODIFY PLAN
10-27-2025 [\[44\]](#)

NANCY KRAFT/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.

Donald and Nancy Kraft ("Debtors") move for an order confirming the *Second Modified Chapter 13 Plan* dated October 27, 2025. Docs. #44, #49. Debtor's current plan was confirmed on October 4, 2024. Doc. #40

No party has timely objected.

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 any party in interest, including but not limited to creditors, the U.S. Trustee, and the case Trustee, to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Therefore, the defaults of the above-mentioned parties in interest are entered. 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).

The motion requests that the confirmed plan be modified as follows:

1. Plan payments will be \$396.00 for months 1-30 and \$338.00 for months 31-53.
2. Attorney fees shall be paid \$167.00 per month beginning in month 30.
3. Payments to Class 2(A) Creditor Compu-Link Corporation ("Compu-Link") will increase from \$98.00 per month to \$147.00 per month beginning in month 30.
4. The plan is otherwise unchanged.

Doc. #84. *Compare Docs. #34 and #49.*

Debtors aver that this modification is necessary to provide for the late-filed claim of Compu-Link as a Class 2(A) creditor, pursuant to which Compu-Link must be paid more than originally planned to pay off Compu-Link's claim within 53 months. Doc. #47 (Decl. of Donald Stephen Kraft). Debtors also ask for a decrease in their monthly plan payment as both Debtors are retired and on a fixed income. *Id.*

The court notes that, when comparing Debtors' most recent *Amended Schedule I & J* (Doc. #43) with the previous one (Doc. #30), it appears that Debtors' net monthly income has increased after retirement from \$396.68 per month to \$581.79 per month. This increase appears to be the result of an increase in Social Security payments to Debtors since their retirement. *Id.*

Regardless, no party in interest has objected, and the defaults of all non-responding parties in interest are entered. This motion is GRANTED. The order shall include the docket control number of the motion, shall reference the plan by the date it was filed, and shall be approved as to form by Trustee.

3. [25-12806](#)-B-13 **IN RE: BARBARA JUNG**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
10-9-2025 [[19](#)]

LILIAN TSANG/MV

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

DISPOSITION: Overruled as moot.

ORDER: The court will issue an order.

On this date, the court granted the Trustee's Motion to Dismiss this case. *Item #4, below.* Accordingly, this Objection to Confirmation will be OVERRULED as moot.

4. [25-12806](#)-B-13 **IN RE: BARBARA JUNG**
[LGT-2](#)

MOTION TO DISMISS CASE
10-28-2025 [[24](#)]

LILIAN TSANG/MV

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

DISPOSITION: Granted.

ORDER: The court will issue an order.

Chapter 13 trustee Lillian G. Tsang ("Trustee") asks the court to dismiss this case under 11 U.S.C. § 1307 of the Bankruptcy Code for the reasons outlined below. Doc. #21. The debtor is Barbara Jung ("Debtor"). Those reasons include:

1. Unreasonable delay that is prejudicial to creditors. [11 U.S.C. § 1307(c)(1)]
2. Failure to provide certain required documents, including but not limited to:
 - a. Copies of payment advices or other evidence of payment received within 60 days before the date of filing. Trustee states that, pursuant to 11 U.S.C. § 521(i)(1), Debtor's failure to provide these documents by October 4, 2025, requires automatic dismissal
 - b. Debtor's most recent Federal Tax Return.
 - c. A copy of Debtors original valid picture ID.
 - d. Proof of Debtor's Social Security number.
 - e. The Class 1 Checklist with the most recent mortgage statement.

- f. Evidence of payment of Class 1 claims.
3. Debtor is ineligible to be a debtor because of Debtor's failure to provide a Credit Counseling Certificate.
 4. Debtor has failed to make plan payments. As of October 28, 2025, payments are delinquent in the amount of \$1,000.00, with additional payments accruing.
 5. As of the filing of the motion, Debtor has filed inaccurate and/or incomplete schedules, and so Trustee has not been able to determine liquidation in this case.

Doc. #24.

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 amounts 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.

Debtor has not responded to this motion.

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.

The record shows that there has been unreasonable delay by the debtors that is prejudicial to creditors for the reasons outlined above. Among other grounds cited, Trustee indicates that Debtor is delinquent in the amount of \$1,000.00 as of October 28, 2025, with additional monthly plan payments of \$2,000.00 accruing since then.

Accordingly, unless the trustee's motion is withdrawn before the hearing, the motion will be GRANTED without oral argument for cause shown. Because Debtor has failed to provide required documents, it is not possible to determine the liquidation value of this case, and so DISMISSAL rather than conversion is appropriate.

5. [25-13206](#)-B-13 **IN RE: JIM/NOEMI VILLANUEVA**
[EAT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY WELLS FARGO BANK, N.A.
11-1-2025 [\[27\]](#)

WELLS FARGO BANK, N.A./MV
PETER BUNTING/ATTY. FOR DBT.
CASSANDRA RICHEY/ATTY. FOR MV.

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

Wells Fargo Bank, N.A. ("Wells Fargo") objects to confirmation of the *Chapter 13 Plan* filed by Jim and Noemi Villanueva ("Debtor") on October 8, 2025, on the following grounds:

1. The Class 4 mortgage claim of Wells Fargo Bank is in default and the arrearage must be provided for in Class 1.

Doc. #31.

The claim at issue regards real property at 28279 Ave. 13 1/2, Madera, CA 93638 ("the Property"). According to Debtors, the Property is only an asset of the estate by virtue of a 1/3 inheritance interest held by one of the Debtors (the moving papers do not clearly say which one). Doc. #9 (Schedule A/B, line 1.2). Debtors' nephew, Jesus Roger Lopez ("Lopez") both possesses the Property and is allegedly responsible for mortgage payments. *Id.* Actual title is in the name of Raymond and Guadalupe Landers, both of whom died intestate, and probate is still open. *Id.* Debtors assert that the value of the Property is \$280,000.00 and their 1/3 interest is worth \$92,400.00. *Id.*

Wells Fargo objects because even if Lopez makes the future payments, there is currently a deficiency. Doc. #27. Furthermore, even without the deficiency, Wells Fargo does not have contact information for Lopez and cannot communicate with Lopez regarding mortgage payment changes and other necessary notices. *Id.*

Debtors filed a Response to this Objection, stating that they listed the Property in Class 4 with payments to be made directly by Lopez. Doc. #36. Upon confirmation, they argue, Wells Fargo will be able to pursue stay relief and can enforce its rights against the collateral. *Id.* Debtors propose reclassifying the Wells Fargo claim to Class 3 (surrender). *Id.*

While that seems like a sensible approach, it is not one that can be effected through a Confirmation Order. To move the Wells Fargo claim

from Class 4 to Class 3, Debtors must file a modified plan. Accordingly, this Objection will be SUSTAINED.

6. [25-13206](#)-B-13 **IN RE: JIM/NOEMI VILLANUEVA**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
11-7-2025 [[31](#)]

LILIAN TSANG/MV
PETER BUNTING/ATTY. FOR DBT.

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Jim and Noemi Villanueva ("Debtor") on October 8, 2025, on the following grounds:

1. The Class 4 mortgage claim of Wells Fargo Bank is in default and the arrearage must be provided for in Class 1.

Doc. #31.

The claim at issue regards real property at 28279 Ave. 13 1/2, Madera, CA 93638 ("the Property"). According to Debtors, the Property is only an asset of the estate by virtue of a 1/3 inheritance interest held by one of the Debtors (the moving papers do not clearly say which one). Doc. #9 (Schedule A/B, line 1.2). Debtors' nephew, Jesus Roger Lopez ("Lopez") both possesses the Property and is allegedly responsible for mortgage payments. *Id.* Actual title is in the name of Raymond and Guadalupe Landers, both of whom died intestate, and probate is still open. *Id.* Debtors assert that the value of the Property is \$280,000.00 and their 1/3 interest is worth \$92,400.00. *Id.*

Debtors filed a Response to this Objection, stating that they listed the Property in Class 4 with payments to be made directly by Lopez. Doc. #40. Upon confirmation, they argue, Wells Fargo will be able to pursue stay relief and can enforce its rights against the collateral. *Id.* Debtors propose reclassifying the Wells Fargo claim to Class 3 (surrender). *Id.*

While that seems like a sensible approach, it is not one that can be effected through a Confirmation Order. To move the Wells Fargo claim from Class 4 to Class 3, Debtors must file a modified plan. Accordingly, this Objection will be SUSTAINED.

7. [25-11714](#)-B-13 **IN RE: ISRAEL ESPITIA GONZALEZ AND ESMERALDA
ESPITIA
[LGT-2](#)**

MOTION TO DISMISS CASE
10-21-2025 [\[32\]](#)

LILIAN TSANG/MV
JERRY LOWE/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 under 11 U.S.C. § 1307(c)(1) for unreasonable delay by debtor that is prejudicial to creditors and 11 U.S.C. § 1307(c)(4) and debtor's failure to commence making plan payments. Doc. #32. Israel Espitia Gonzalez and Esmeralda Lopez Espitia ("Debtors") 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, Debtors have:

- failed to file a modified plan with notice to creditors;
- failed to set a modified plan for hearing with notice to creditors; and
- failed to make payments due under the plan.

At the filing of the instant motion, payments were delinquent in the amount of \$513.62. Further payments have come due during the pendency of this motion in the amount of \$513.62. Doc. #34. Debtors are now delinquent in the amount of \$1,027.24, with additional payments accruing monthly.

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.

The trustee has reviewed Debtors' the schedules and determined that Debtors' significant assets, vehicles and real property, are over encumbered. Debtors have claimed exemptions in the remaining assets. Doc. #32. 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.

Accordingly, the motion will be GRANTED, and the case dismissed.

8. [25-13114](#)-B-13 **IN RE: MARK/TOBI MAIN**

OBJECTION TO CONFIRMATION OF PLAN BY NEWREZ LLC
10-21-2025 [\[23\]](#)

NEWREZ LLC/MV
PETER BUNTING/ATTY. FOR DBT.
PATRICK KANE/ATTY. FOR MV.
RESPONSIVE PLEADING

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

DISPOSITION: Overruled without prejudice.

ORDER: The court will issue an order.

This motion will be DENIED WITHOUT PREJUDICE for failure to comply with the Local Rules of Practice ("LBR").

LBR 9004-2(a)(6), (b)(5), (b)(6), (e)(3) and LBR 9014-1(c), and (e)(3) are the rules about Docket Control Numbers ("DCN"). These rules require a DCN to be in the caption page on all documents filed in every matter with the court and each new motion requires a new DCN. The DCN shall consist of not more than three letters, which may be the initials of the attorney for the moving party (e.g., first, middle, and last name) or the first three initials of the law firm for the moving party, and the number that is one number higher than the number

of motions previously filed by said attorney or law firm in connection with that specific bankruptcy case. Each separate matter must have a unique DCN linking it to all other related pleadings.

Here, NewRez LLC ("Creditor") filed this Objection to Confirmation of the Chapter 13 Plan of Mark and Tobi Main ("Debtors"). Doc. #23. However, the Objection does not have a DCN. *Id.* Therefore, it does not comply with the local rules.

For the above reason, this motion will be OVERRULED WITHOUT PREJUDICE.

9. [25-13114](#)-B-13 **IN RE: MARK/TOBI MAIN**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
11-7-2025 [\[29\]](#)

LILIAN TSANG/MV
PETER BUNTING/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

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

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Mark and Tobi Main ("Debtor") on September 24, 2025, on the following basis:

1. Debtors' Statement of Financial Affairs must be amended.
 - a. The Debtors' transfer of a 1995 Ford F250 to their son in a vehicle swap was not disclosed.
 - b. Debtors' 2024 federal income tax return indicates Joint Debtor received business income that was not disclosed.
2. The plan provides for NewRez Mortgage LLC ("NewRez") to be treated as a Class 4 claim. NewRez has filed an objection to confirmation alleging a prepetition arrearage of \$4,246.28, which means NewRez must be treated as a Class 1 creditor to be paid through the plan.

Doc. #29. On November 20, 2025, Debtors filed a Response to the Trustee's Objection stating that they had filed an Amended Statement of Financial Affairs to resolve Trustee's Objection #1. Doc. #38; *see also* Doc. #33 (*Amended Statement of Financial Affairs*). As to Objection #2, Debtors assert that they are not delinquent on the NewRez mortgage and that NewRez has not come forth with any evidence showing that a delinquency exists. *Id.* The Response is accompanied by the Declaration of Tobi Main which

asserts that Debtors made their mortgage payments pursuant to a "verbal agreement" whereby Debtors would be permitted to defer three missed payments until their loan matured. Doc. #38. Debtors concede that this agreement was never memorialized, but they aver that since the making of that verbal agreement, whenever they used NewRez's automated payment system, it consistently stated that the total amount due was only \$1,629.03, their normal monthly payment, which Debtors paid dutifully each month. *Id.*

Also on November 20, 2025, NewRez filed a Proof of Claim in this case. POC #18. On December 1, 2025, Debtors filed an *Objection to Proof of Claim* as to POC #18, arguing therein that the arrearage claimed by NewRez should be reduced from \$4,246.28 to \$0.00. Doc. #41. As it appears Trustee's Objection #2 turns on the validity of NewRez's Proof of Claim, this matter will be CONTINUED to January 14, 2026, at 9:30 a.m. to be heard in conjunction with Debtors' Objection to POC #18.

10. [24-13717](#)-B-13 **IN RE: SHENA SIELERT**
[LGT-1](#)

MOTION TO DISMISS CASE
11-6-2025 [\[36\]](#)

LILIAN TSANG/MV
STEPHEN LABIAK/ATTY. FOR DBT.
RESPONSIVE PLEADING

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

DISPOSITION: Continued to January 7, 2026, at 9:30 a.m.

ORDER: The court will issue an order.

On November 6, 2025, Lilian G. Tsang ("Trustee") filed this *Motion to Dismiss Case* for failure to make plan payments. Doc. #36. On December 1, 2025, Shena Sielert ("Debtor") filed her *First Modified Plan* which, *inter alia*, proposes to cure the deficiency by, *inter alia*, increasing Debtor's payments from \$1,540.00 to \$1,717.00 beginning in November 2025. Doc. #49. The *First Modified Plan* was accompanied by a motion to confirm same which is set for hearing on January 7, 2026. Docs. #45, ##47-48.

Accordingly, the instant motion to dismiss is CONTINUED to January 7, 2026, at 9:30 a.m. to be heard in conjunction with Debtor's *Motion to Confirm First Amended Plan*.

11. [25-12921](#)-B-13 **IN RE: ABEL/LUCY CASTRO**
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE
LILIAN G. TSANG
10-8-2025 [\[12\]](#)

TIMOTHY SPRINGER/ATTY. FOR DBT.

TENTATIVE RULING: This matter will proceed as scheduled.

DISPOSITION: Disposition to be determined at the hearing.

ORDER: Order preparation to be determined at the hearing.

This matter was originally heard on October 29, 2025. Doc. #15.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Abel and Lucy Castro ("Debtors") on August 28, 2025, on the following basis:

1. The plan provides for a 2023 GMC Arcadia Denali Wagon ("the Vehicle") held by Patelco Credit Union as a Class 2 claim and proposes to pay the value of the collateral securing that claim, but the court has not entered an order on valuation as to the vehicle.
2. The Trustee has not yet concluded the Meeting of the Creditors as Debtors failed to provide all proof of income and a retirement statement requested by the Trustee. The continued meeting will be held on November 4, 2025.

Doc. #12. On November 6, 2025, the Trustee supplemented the Objection, adding an additional ground for denying confirmation:

3. Debtor has a retirement loan that will be paid off on July 28, 2027, which is month 23 of the plan. The loan payment is \$192.00 per month, and Trustee argues that the Debtors' plan payment should increase by \$192.00 per month beginning in month 24. Trustee is not opposed to resolving this objection in the confirmation order.

Doc #19. The Trustee also noted in the supplemental that the Meeting of Creditors had been concluded. *Id.* The remaining objection arises from Debtors' motion to value the Vehicle, and on this day, the court granted Debtors' *Motion for Valuation*. See *Item #12, below*.

The only issue remaining is whether Debtors will agree to an increase in their monthly plan payment after completing payments on the retirement loan. If this Objection is not withdrawn by the Trustee, this matter will proceed as scheduled to determine whether Debtors acquiesce to that proposed plan increase.

12. [25-12921](#)-B-13 **IN RE: ABEL/LUCY CASTRO**
[TCS-1](#)

MOTION TO VALUE COLLATERAL OF PATELCO CREDIT UNION
11-6-2025 [\[21\]](#)

LUCY CASTRO/MV
TIMOTHY SPRINGER/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.

Abel Castro and Lucy Castro ("Lucy" and, collectively, "Debtors") move for an order valuing 2013 GMC Arcadia ("Vehicle") at \$4,725.00 under 11 U.S.C. § 506(a). Doc. #21. Vehicle is encumbered by a purchase money security interest in favor of Patelco Credit Union ("Creditor")

Debtor complied with Fed. R. Bankr. Pro. Rules 3012(b) and 7004(b)(3) by serving Creditor a copy of the motion by first-class mail 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, in this case Erin Mendez, Creditor's CEO. Doc. #25.

Creditor is not a federally insured depository institution within the meaning of Rule 7004(h), so service by certified mail is not required.

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) the debt was incurred within 910 days preceding the filing of the petition, and (3) the collateral is a motor vehicle acquired for the personal use of the debtor.

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.

Lucy declares that Debtors purchased the Vehicle in October of 2019, which is more than 910 days preceding the August 28, 2025, petition date. Doc. #21. Creditor's Proof of Claim indicates that the date of the loan's approval was October 1, 2019, confirming Lucy's declaration. POC #10. Thus, the elements of § 1325(a) (*) are not met and § 506 is applicable.

Lucy further declares Vehicle has a replacement value of \$4,725.00 Doc. #21. 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).

No party in interest timely filed written opposition. Accordingly, this motion will be GRANTED. Creditor's secured claim will be fixed at \$4,725.00. 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.

13. [25-13226](#)-B-13 **IN RE: GARY HUNT AND IVANKA SAUNDERS**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
11-7-2025 [\[16\]](#)

LILIAN TSANG/MV
JERRY LOWE/ATTY. FOR DBT.

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

DISPOSITION: Withdrawn.

No order is required.

On November 24, 2025, the Trustee withdrew this Objection to Confirmation. Doc. #19. Accordingly, this Objection is WITHDRAWN.

14. [25-13235](#)-B-13 **IN RE: MARTHA ALDRETE**
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
11-7-2025 [\[13\]](#)

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

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

DISPOSITION: Sustained.

ORDER: The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Martha Aldrete ("Debtor") on September 25, 2025, on the following basis:

1. The plan provides for Sun Run Solar Lease to be treated as a Class 1 Claim to be paid \$126.00 per month through the plan. But it also provides for that same lease to be paid directly by Debtor as an executory contract in section 4.02. Trustee requests an amended plan to correctly classify and provide for this lease.

Doc. #13. On December 2, 2024, Debtor filed a Reply stating that "Debtor's counsel agrees that the current plan cannot be confirmed" and that "Debtor's counsel will be filing a modified plan to resolve the trustee's objection."

In light of the Debtor's Reply, this Objection will be SUSTAINED.

15. [25-13536](#)-B-13 **IN RE: TAM NGO**

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES
11-4-2025 [\[11\]](#)

DISMISSED 11/10/25

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

DISPOSITION: Denied as moot.

ORDER: The court will issue an order.

An order dismissing this case for failure to file documents was already entered on November 10, 2025. Doc. #15. The motion will be DENIED AS MOOT.

16. [24-11938](#)-B-13 **IN RE: MICHAEL GARDNER**
[LGT-2](#)

MOTION TO DISMISS CASE
10-30-2025 [\[53\]](#)

LILIAN TSANG/MV
GABRIEL WADDELL/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 Lilian G. Tsang ("Trustee") moves to dismiss this case for cause under 11 U.S.C. § 1307(c)(1) and (c)(6) for unreasonable delay by debtor that is prejudicial to creditors and failure to make all payments due under the plan. Doc. #53. Michael Ray Gardner ("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, Debtor has failed to make payments due under the plan. As of October 30, 2025, payments are delinquent in the amount of \$4,550.00. Doc. #55. The plan payment for November 25, 2025, in the amount of \$650.00 will come due prior to this hearing. The plan requires that this plan payment be made in addition to the above delinquency. *Id.*

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.

The Trustee has reviewed the schedules and determined that Debtor's significant assets, vehicles and real property, are over encumbered. Debtor has claimed exemptions in the remaining assets. Doc. #53. 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.

Accordingly, the motion will be GRANTED and the case dismissed.

17. [22-10857](#)-B-13 **IN RE: TEEBE KINFE**
[LGT-2](#)

MOTION TO DISMISS CASE
11-4-2025 [\[100\]](#)

LILIAN TSANG/MV
STEPHEN LABIAK/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 unreasonable delay by the debtor that is prejudicial to creditors (11 U.S.C. § 1307(c)(1)) and because debtor has failed to make all payments due under the plan (11 U.S.C. § 1307(c)(4)). Doc. #100. Teebe G. Kinfе ("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, Debtor has failed to make payments due under the plan. As of November 4, 2025, payments are delinquent in the amount of \$6,006.00. Doc. #102. The plan payment for November 25, 2025, in the amount of \$3,013.00 will come due prior to this hearing. The plan requires that this plan payment be made in addition to the above delinquency. *Id.*

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.

The Trustee has reviewed the schedules and determined that Debtor's significant assets, vehicles and real property, are over encumbered. Debtor has claimed exemptions in the remaining assets. Doc. #100. 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.

Accordingly, the motion will be GRANTED and the case dismissed.

18. [23-11658](#)-B-13 **IN RE: ORALIA MAYA**
[LGT-1](#)

MOTION TO DISMISS CASE
10-30-2025 [\[44\]](#)

LILIAN TSANG/MV
PETER BUNTING/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 December 2, 2025. Doc. #56. Accordingly, this matter will be taken off calendar pursuant to the trustee's withdrawal.

19. [23-12765](#)-B-13 **IN RE: CHRISTOPHER/ABRA MORALES**
[SL-1](#)

CONTINUED MOTION TO MODIFY PLAN
9-11-2025 [\[36\]](#)

ABRA MORALES/MV
SCOTT LYONS/ATTY. FOR DBT.

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

DISPOSITION: Denied.

ORDER: The court will issue an order.

This matter was originally heard on October 29, 2025. Doc. #46.

Christopher and Abra Morales ("Debtors") move for an order confirming the *First Modified Chapter 13 Plan* dated September 11, 2025. Docs. #36, #40. Debtors' current plan was confirmed on February 2, 2024. Doc. #23. Chapter 13 trustee Lilian G. Tsang ("Trustee") timely objected to confirmation of the proposed modified plan for the following reason(s):

1. The confirmed plan calls for Class 1 ongoing mortgage payments to PennyMac Loan Services LLC ("PennyMac") in the amount of \$1,551.07 per month. Debtors ceased making plan payments since June 2025, and so Trustee has not made any ongoing mortgages to Pennymac. The proposed modified plan provides for Class 1 payments of \$1,577.22 to be paid to PennyMac but does not cure the delinquent post-petition ongoing payments owed to PennyMac for the months of July, August, and September of 2025.

Doc. #44.

The court continued this objection to December 4, 2025, at 2:00 p.m. Docs. ##46-47. Debtor was/Debtors were directed to file and serve a written response to the objection not later than fourteen (14) days before the continued hearing date, or file a confirmable, modified plan in lieu of a response not later than seven (7) days before the continued hearing date, or the objection would be sustained on the grounds stated in the objection without further hearing. *Id.*

Debtors neither filed a written response nor a modified plan. Therefore, Trustee's objection will be SUSTAINED on the grounds stated in the objection, and this motion will be DENIED.