

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Christopher M. Klein Bankruptcy Judge Sacramento, California

December 29, 2025 at 11:00 a.m.

Unless otherwise ordered, all matters before the Honorable Christopher M. Klein shall be simultaneously: (1) In Person, at Sacramento Courtroom #35, (2) via ZoomGov Video, (3) via ZoomGov Telephone, and (4) via CourtCall.

You may choose any of these options unless otherwise ordered or stated below.

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

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

Please also note the following:

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

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

- 1. Review the <u>Pre-Hearing Dispositions</u> 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 medica 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.

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Christopher M. Klein Bankruptcy Judge Sacramento, California

December 29, 2025 at 11:00 a.m.

1. <u>25-25626</u>-C-13 DENNIS/STEPHANIE JOHNSON CYB-1 Candace Brooks

MOTION TO VALUE COLLATERAL OF GOLDEN 1 CREDIT UNION 12-8-25 [16]

Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(2) notice which requires 14 days' notice. The Proof of Service shows that 20 days' notice was provided. Dkt. 19.

The Motion to Value is granted.

The debtors filed this Motion seeking to value the portion of Golden 1 Credit Union's ("Creditor") claim secured by the debtor's property commonly known as 2018 Mitsubishi Outlander (the "Property").

The debtors have presented evidence that the replacement value of the Property at the time of filing was \$5,897.00. Declaration, Dckt. 18.

DISCUSSION

The lien on the Vehicle's title secures a purchase-money loan incurred on August 26, 2022, which is more than 910 days prior to filing of the petition. 11 U.S.C. § 1325(a) (9) (hanging paragraph).

Upon review of the record, the court finds the value of the Property is \$5,897.00. Therefore, Creditor's secured claim is determined to be \$5,897.00. 11 U.S.C. \$ 506(a).

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Value Collateral and Secured Claim filed by the debtor having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion pursuant to 11 U.S.C. § 506(a) is granted, and the claim of Golden 1 Credit Union

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("Creditor") secured by property commonly known as 2018 Mitsubishi Outlander (the "Property") is determined to be a secured claim in the amount of \$5,897.00, and the balance of the claim is a general unsecured claim to be paid through the confirmed bankruptcy plan.

2. <u>25-25626</u>-C-13 DENNIS/STEPHANIE JOHNSON DPC-1

CONTINUED OBJECTION TO
CONFIRMATION OF PLAN BY DAVID
P. CUSICK
11-25-25 [12]

Tentative Ruling:

The Objection has been set on Local Rule 9014-1(f)(2) notice which requires 14 days' notice. The Proof of Service shows that 22 days' notice was provided. Dkt. 15.

The Objection to Confirmation of Plan is sustained.

This motion was continued from the prior hearing to accompany the motion to value collateral in Item #1.

The Chapter 13 Trustee, David Cusick ("Trustee"), opposes confirmation of the Chapter 13 plan on the basis that:

- 1. Debtor is delinquent in plan payments; and
- 2. Plan relies on a motion to value collateral that has not been filed or granted.

At the prior hearing in December 17, 2025, the Trustee represented that the only issue remaining to confirmation was the undecided Motion to Value.

DISCUSSION

The plan proposes valuing the secured claim of Golden 1 Credit Union. A review of the docket shows that the debtors have filed the motion that is set to be heard on December 29, 2025. Before the court enters an order valuing that secured claim, the plan's feasibility is uncertain.

That is reason to deny confirmation. Therefore, the Objection is sustained.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Objection to the Chapter 13 Plan filed by the Chapter 13 Trustee, David Cusick, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Objection is sustained.

MOTION TO CONFIRM PLAN 11-11-25 [17]

Tentative Ruling:

3.

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 35 days' notice. The Proof of Service shows that 48 days' notice was provided. Dkt. 21.

The Motion to Confirm is denied.

The debtors filed this Motion seeking to confirm the Amended Chapter 13 Plan (Dkt. 19) filed on November 11, 2025.

The Chapter 13 Trustee filed an Opposition (Dkt. 33) on December 8, 2025, opposing confirmation on the following grounds:

- 1. Debtor is delinquent in plan payments; and
- 2. The plan does not cure the postpetition arrearage for Class 1 secured claim of Selene Finance.

DISCUSSION

The debtor is \$4,140.00 delinquent in plan payments. Declaration, Dkt. 34. Delinquency indicates that the plan is not feasible and is reason to deny confirmation. See 11 U.S.C. \$5,1325 (a) (6).

Notwithstanding whether the plan provides for the postpetition arrearage as Trustee argues, the debtor has not carried his burden to show the plan is adequately funded. That is reason to deny confirmation. 11 U.S.C. \S 1325(a)(6).

Upon review of the record, the court finds the plan does not comply with 11 U.S.C. $\S\S$ 1322 and 1325(a). The Motion is denied, and the plan is not confirmed.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Confirm filed by the debtors, Nikolaas Bos and Sarah Best, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is denied, and the plan
is not confirmed.

Tentative Ruling:

4.

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 35 days' notice. The Proof of Service shows that 49 days' notice was provided. Dkt. 46.

The Motion to Modify is denied.

The debtor filed this Motion seeking to confirm the Modified Chapter 13 Plan (Dkt. 41) filed on November 10, 2025.

The Chapter 13 Trustee filed an Opposition (Dkt. 47) on December 8, 2025, opposing confirmation on the following grounds:

1. Plan relies on a Motion to Sell property that has not been filed.

The debtor filed a Reply on December 22, 2024. Dkt. 5). Debtor represents the sale of the property is contingent upon finding living arrangements for debtor's conservatee sister, which search is ongoing, but debtor has hired a broker to market the property.

DISCUSSION

The plan proposes extending the time to sell the property commonly known as 4017 Lasswell Lane, Shingle Springs, CA. The debtor has not explained why the property was unable to be sold by the deadline in the confirmed plan, nor explained why extending the sale deadline by 5 months is required. Without further explanantion, the plan's feasibility is uncertain.

Upon review of the record, the court finds the plan does not comply with 11 U.S.C. $\S\S$ 1322, 1325(a), and 1329. The Motion is denied, and the plan is not confirmed.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Modify Plan filed by the debtor, Susan Hanrahan, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

 ${\bf IT} \ {\bf IS} \ {\bf ORDERED}$ that the Motion is denied, and the plan is not confirmed.

Tentative Ruling:

5.

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 35 days' notice. The Proof of Service shows that 35 days' notice was provided. Dkt. 116.

The Motion to Modify is denied.

The debtor filed this Motion seeking to confirm the Modified Chapter 13 Plan (Dkt. 114) filed on November 24, 2025.

The Chapter 13 Trustee filed an Opposition (Dkt. 119) on December 8, 2025, opposing confirmation on the following grounds:

- 1. The plan postpones the sale of property that was previously approved by the court;
- 2. The debtor appears to be paid ahead by \$152.00; and
- 3. The secured claim of Valon Mortgage is listed as Class 1 but includes non-standard provisions that call for debtor to make payments rather than the Trustee.

The debtor filed a Reply on December 22, 2025. Dkt. 122. Debtor asserts that the sale was delay because of inspections and remediation issues, but that the sale of the debtor's rental property in Nevada can occur sooner. Additionally, debtor contends she will be paying Valon Mortgage through the plan and will be able to afford the payments with the new room lease.

DISCUSSION

The plan at Section 3.07(a) provides that all arrears on Class 1 claims shall be paid by the Trustee. The plan's non-standard provisions make it unclear whether the Trustee or the Debtor will be making the payments to Valon Mortgage.

Notwithstanding whether the plan provides for the arrearage as Trustee argues, the debtor has not carried his burden to show the plan is adequately funded. That is reason to deny confirmation. 11 U.S.C. \S 1325(a)(6).

Upon review of the record, the court finds the plan does not comply with 11 U.S.C. $\S\S$ 1322, 1325(a), and 1329. The Motion is denied, and the plan is not confirmed.

The court shall issue a minute order substantially in the following form holding that:

The Motion to Modify Plan filed by the debtor, Susan Scott, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

 ${\bf IT}\ {\bf IS}\ {\bf ORDERED}$ that the Motion is denied, and the plan is not confirmed.

6. <u>24-25862</u>-C-13 SUSAN SCOTT NLG-1 Cindy Hil

MARLIN MORTGAGE CAPITAL, LLC

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY 10-17-25 [93]

Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 28 days' notice. The Proof of Service shows that 39 days' notice was provided. Dkt. 98.

The Motion for Relief from the Automatic Stay is granted.

The motion was continued from the prior hearing to accompany the motion to modify in Item 5 above.

Marlin Mortgage Capital, LLC ("Movant") filed this Motion seeking relief from the automatic stay as to the debtor's property commonly known as 511 Glen Rd., Weaverville, CA (the "Property").

Movant argues cause for relief from stay exists pursuant to 11 U.S.C. \S 362(d)(1) because the debtor is delinquent \$6,453.18 in postpetition payments. Declaration, Dkt. 95.

TRUSTEE'S RESPONSE

The Chapter 13 Trustee filed a notice of non-opposition to the motion. Dkt. 104.

DEBTOR'S OPPOSITION

Debtor filed an Opposition on November 12, 2025. Dkt. 106. Debtor asserts that Movant increased her mortgage payment without notifying her, and that Movant's claim is for an escrow deficiency. Debtor contends she is in the process of filing an amended plan that addresses the increased payment and the arrearages, which she asserts will be paid with the proceeds from the sale of the Property.

REPLY

Movant filed a reply (Dkt. 109) on November 18, 2025, asserting that debtor's opposition admits she is delinquent in postpetition payments and does not provided specific details about when a plan will be proposed, or the parameters of a sale of the property.

DISCUSSION

Upon review of the record, the court finds cause for relief from stay exists pursuant to 11 U.S.C. \S 362(d)(1) because the debtor is delinquent $\S6,453.18$ in postpetition payments.

Language vacating stay

Based on the foregoing, the Motion is granted. The court shall issue an order terminating and vacating the automatic stay to allow Movant, and its agents, representatives and successors, and all other creditors having lien rights against the Property, to repossess, dispose of, or sell the asset pursuant to applicable nonbankruptcy law and their contractual rights, and for any purchaser, or successor to a purchaser, to obtain possession of the asset.

Request for Waiver of Fourteen-Day Stay of Enforcement

Federal Rule of Bankruptcy Procedure 4001(a)(3) stays an order granting a motion for relief from the automatic stay for fourteen days after the order is entered, unless the court orders otherwise. Movant requests, for no particular reason, that the court grant relief from the Rule as adopted by the United States Supreme Court. With no grounds for such relief specified, the court will not grant additional relief merely stated in the prayer.

Movant has not pleaded adequate facts and presented sufficient evidence to support the court waiving the fourteen-day stay of enforcement required under Federal Rule of Bankruptcy Procedure 4001(a)(3), and this part of the requested relief is not granted.

No other or additional relief is granted by the court.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by Marlin Mortgage Capital, LLC ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant, its agents, representatives, and successors, and trustee under the trust deed, and any other beneficiary or trustee, and their respective agents and successors under any trust deed that is recorded against the real property commonly known as 511 Glen Rd., Weaverville, CA, California, ("Property") to secure an obligation to exercise any and all rights arising under the promissory note, trust deed, and applicable nonbankruptcy law to conduct a nonjudicial foreclosure sale and for the purchaser at any such sale to obtain possession of the Property.

IT IS FURTHER ORDERED that the fourteen-day stay of enforcement provided in Federal Rule of Bankruptcy Procedure 4001(a)(3) is not waived for cause.

No other or additional relief is granted.

7.

Final Ruling: No appearance at the December 29, 2025 hearing is required.

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 35 days' notice. The Proof of Service shows that 47 days' notice was provided. Dkt. 24.

No opposition has been filed. Therefore, the court enters the defaults of the non-responding parties in interest, finds there are no disputed material factual issues, and determines the matter will be resolved without oral argument. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995); *Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006).

The Motion to Modify Plan is granted.

The debtor filed this Motion seeking to modify the terms of the confirmed plan pursuant to 11 U.S.C. \S 1329.

The Chapter 13 trustee filed a non-opposition on December 8, 2025. Dkt. 26.

Upon review of the record, the court finds the plan complies with 11 U.S.C. $\S\S$ 1322, 1325(a), and 1329. The Motion is granted, and the plan is confirmed.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Modify Plan filed by the debtor, Lisa Kntokanis, having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is granted, the Modified Chapter 13 Plan (Dkt. 23) meets the requirements of 11 U.S.C. §§ 1322, 1325(a), and 1329, and the plan is confirmed. Counsel for the debtor shall prepare an appropriate order confirming the Chapter 13 Plan, transmit the proposed order to the Chapter 13 trustee for approval as to form, and if so approved, the trustee will submit the proposed order to the court.

MOTION TO VALUE COLLATERAL OF GOLDEN 1 CREDIT UNION 12-13-25 [9]

Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(2) notice which requires 14 days' notice. The Proof of Service shows that 16 days' notice was provided. Dkt. 13.

The Motion to Value is granted.

The debtor filed this Motion seeking to value the portion of Golden 1 Credit Union's ("Creditor") claim secured by the debtor's property commonly known as 2021 Keystone RV Passport SL Series M-219 BH (the "Property").

The debtor has presented evidence that the replacement value of the Property at the time of filing was \$18,350.00. Declaration, Dkt. 11.

The Chapter 13 Trustee filed a response (dkt. 16) on December 16, 2025 representing he believes the debtors' value is reasonable.

DISCUSSION

The lien on the Vehicle's title secures a purchase-money loan incurred on March 2022, which is more than 910 days prior to filing of the petition. 11 U.S.C. § 1325(a) (9) (hanging paragraph).

Upon review of the record, the court finds the value of the Property is \$18,350.00. Therefore, Creditor's secured claim is determined to be \$18,350.00. 11 U.S.C. \$506(a).

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Value Collateral and Secured Claim filed by the debtor having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion pursuant to 11 U.S.C. § 506(a) is granted, and the claim of Golden 1 Credit Union ("Creditor") secured by property commonly known as 2021 Keystone RV Passport SL Series M-219 BH (the "Property") is, determined to be a secured claim in the amount of \$18,350.00 the balance of the claim is a general unsecured claim to be paid through the confirmed bankruptcy plan.

9. <u>25-24988</u>-C-13 DAWN/GUY BROWN Seth L. Hanson

MOTION TO APPROVE STIPULATION FOR RELIEF FROM THE AUTOMATIC STAY 11-20-25 [15]

No Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(1) procedure which requires 28 days' notice. The Proof of Service shows that 39 days' notice was provided. Dkt. 21.

The Motion for Relief from the Automatic Stay is xxxxx.

OneMain Financial Group, LLC ("Movant") filed this Motion seeking relief from the automatic stay as to the debtors' 2002 Ford F-350 (the "Property").

Movant argues cause for relief from stay exists pursuant to 11 U.S.C. \S 362(d)(1) because Movant is not adequately protected and the debtors have stipulated to relief from stay to allow Movant to secure its lien on the collateral.

TRUSTEE'S OPPOSITION

The Chapter 13 Trustee filed an Opposition on November 26, 2025. Dkt. 22. Trsutee asserts that if Movant has not perfected its lien the Trustee has a superior security interest in the Property, and Movant has not stated adequate cause for relief.

RESPONSE

Movant filed a response (dkt. 25) on December 18, 2025 asserting that it was unable to secure its lien because of the loan was taken out a little more than a month before the filing of the petition, but that the loan agreement provided that the lien would be secured and the debtor's plan provides for payment of the claim.

DISCUSSION

At the hearing xxxxxxxxxx

Request for Waiver of Fourteen-Day Stay of Enforcement

Federal Rule of Bankruptcy Procedure 4001(a)(3) stays an order granting a motion for relief from the automatic stay for fourteen days after the order is entered, unless the court orders otherwise. Movant requests that the court grant relief from the Rule as adopted by the United States Supreme Court. .

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by OneMain Financial Group, LLC ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED the Motion is xxxxxxxxxxxxxxxx

MOTION TO EXTEND AUTOMATIC STAY O.S.T. 12-22-25 [13]

Tentative Ruling:

The Motion has been set on Local Rule 9014-1(f)(3) notice which requires an Order Shortening Time. The OST was signed on December 23, 2025 . Dkt. 20.

The Motion to Extend the Automatic Stay is granted.

Chai Wong ("Debtor") seeks to have the provisions of the automatic stay provided by 11 U.S.C. \S 362(a) extended beyond thirty days in this case. This is Debtor's second bankruptcy petition pending in the past year. Debtor's prior bankruptcy case was dismissed on October 22, 2025, after Debtor did not timely make all plan payments. Order, Bankr. E.D. Cal. No. 24-25367, Dkt. 28. Therefore, pursuant to 11 U.S.C. \S 362(c)(3)(A), the provisions of the automatic stay end as to Debtor thirty days after filing of the petition.

Here, Debtor states that the instant case was filed in good faith and explains that the previous case was dismissed because debtor was in between jobs and her husband's business income had slowed down. Debtor contends that she is in her new job and her husband's income has now picked back up.

Upon motion of a party in interest and after notice and hearing, the court may order the provisions extended beyond thirty days if the filing of the subsequent petition was filed in good faith. 11 U.S.C. § 362(c)(3)(B). As this court has noted in other cases, Congress expressly provides in 11 U.S.C. § 362(c)(3)(A) that the automatic stay terminates as to Debtor, and nothing more. In 11 U.S.C. § 362(c)(4), Congress expressly provides that the automatic stay never goes into effect in the bankruptcy case when the conditions of that section are met. Congress clearly knows the difference between a debtor, the bankruptcy estate (for which there are separate express provisions under 11 U.S.C. § 362(a) to protect property of the bankruptcy estate) and the bankruptcy case. While terminated as to Debtor, the plain language of 11 U.S.C. § 362(c)(3) is limited to the automatic stay as to only Debtor. The subsequently filed case is presumed to be filed in bad faith if one or more of Debtor's cases was pending within the year preceding filing of the instant case. Id. \$ 362(c)(3)(C)(i)(I). The presumption of bad faith may be rebutted by clear and convincing evidence. *Id.* § 362(c)(3)(C).

In determining if good faith exists, the court considers the totality of the circumstances. In re Elliot-Cook, 357 B.R. 811, 814 (Bankr. N.D. Cal. 2006); see also Laura B. Bartell, Staying the Serial Filer - Interpreting the New Exploding Stay Provisions of § 362(c)(3) of the Bankruptcy Code, 82 Am. Bankr. L.J. 201, 209-10 (2008). An important indicator of good faith is a realistic prospect of success in the second case, contrary to the failure of the first case. See, e.g., In re Jackola, No. 11-01278, 2011 Bankr. LEXIS 2443, at *6 (Bankr. D. Haw. June 22, 2011)

(citing In re Elliott-Cook, 357 B.R. 811, 815-16 (Bankr. N.D. Cal. 2006)). Courts consider many factors—including those used to determine good faith under \$\$ 1307(c) and 1325(a)—but the two basic issues to determine good faith under \$ 362(c)(3) are:

- A. Why was the previous plan filed?
- B. What has changed so that the present plan is likely to succeed?

In re Elliot-Cook, 357 B.R. at 814-15.

Debtor has sufficiently rebutted the presumption of bad faith under the facts of this case and the prior case for the court to extend the automatic stay.

The Motion is granted, and the automatic stay is extended for all purposes and parties, unless terminated by operation of law or further order of this court.

The Motion is denied.

The court shall issue a minute order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Extend the Automatic Stay filed by Chai Wong having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Motion is granted, and the automatic stay is extended pursuant to 11 U.S.C. \$ 362(c)(3)(B) for all purposes and parties, unless terminated by operation of law or further order of this court.