

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

10:30 AM

**8:20-12607 Jose J Sanchez**

**Chapter 13**

**#1.00** CONT. Trustee's Motion to Dismiss Case failure to make plan payments  
(Motion filed 11/5/24)

From: 12/19/24

EH\_\_

Docket 75

**\*\*\* VACATED \*\*\* REASON: WITHDRAWAL OF MOTION FILED  
1/29/25**

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Jose J Sanchez

Represented By  
Jacqueline D Serrao

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

10:30 AM

**8:24-12030 Mario Antonio Fernandez**

**Chapter 13**

**#1.10 Trustee's Motion to Dismiss Case Failure to Make Plan Payments**

EH\_\_

**[Tele. appr. Joshua Sternberg, rep. Debtor]**

Docket 32

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Mario Antonio Fernandez

Represented By  
Joshua Sternberg

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

10:30 AM

**8:21-10111 Roman Israel Pacheco**

**Chapter 13**

**#1.20** CONT. Trustee's Motion to Dismiss Case  
(Motion filed 12/3/24)

EH\_\_

From: 1/9/25, 1/23/25

**[Tele. appr. David Lozano, rep. Debtor]**

Docket 73

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
--------------------------

**Debtor(s):**

Roman Israel Pacheco

Represented By  
David Lozano

**Movant(s):**

Amrane (SA) Cohen (TR)

Pro Se

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

10:30 AM

**8:23-12761 Ricky Guillermo Prieto**

**Chapter 13**

**#1.30** CONT. Trustee's Motion to Dismiss Case failure to make plan payments

EH \_\_\_\_

From: 1-23-25

Docket 53

**\*\*\* VACATED \*\*\* REASON: WITHDRAWAL OF MOTION FILED  
2/5/25**

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Ricky Guillermo Prieto

Represented By  
Barry E Borowitz

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

10:30 AM

**8:24-10577 Erica Duarte Bruce**

**Chapter 13**

**#1.40** CONT. Trustee's Motion to Dismiss Case failure to make plan payments  
(Motion filed 11/12/24)

EH\_\_

From: 1/23/25

Docket 88

**\*\*\* VACATED \*\*\* REASON: WITHDRAWAL OF MOTION FILED  
2/3/25**

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
--------------------------

**Debtor(s):**

Erica Duarte Bruce

Represented By  
Andrew Moher

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-11138 Farhad Kalvakhi**

**Chapter 13**

**#2.00 CONT. Confirmation of Chapter 13 Plan**

From: 6/27/24, 8/29/24, 9/26/2024, 11/7/24, 12/19/24

EH\_\_

Docket 23

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Farhad Kalvakhi

Represented By  
Christopher J Langley

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-12727 Daniel The Dan Ngo**

**Chapter 13**

**#3.00 CONT. Confirmation of Chapter 13 Plan**

EH\_\_

From: 1/9/25

Docket 2

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Daniel The Dan Ngo

Represented By  
A Mina Tran

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-12980 John Joseph Stoffel and April Dawn Stoffel**

**Chapter 13**

**#4.00 Confirmation of Chapter 13 Plan**

EH\_\_

**[Tele. appr. Thomas Brownfield, rep. Debtor]**

Docket 16

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

John Joseph Stoffel

Represented By  
Thomas E Brownfield

**Joint Debtor(s):**

April Dawn Stoffel

Represented By  
Thomas E Brownfield

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-12982 Brent Saydman**

**Chapter 13**

**#5.00 Confirmation of Chapter 13 Plan**

EH\_\_

**[Tele. appr. Bert Briones, rep. Debtor]**

Docket 16

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
--------------------------

**Debtor(s):**

Brent Saydman

Represented By  
Bert Briones

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-12986 John Bernard Trementozzi**

**Chapter 13**

**#6.00 Confirmation of Chapter 13 Plan**

EH\_\_

**[Tele. appr. Julie J Villalobos, rep. Debtor]**

**[Tele. appr. Richard Heston, rep. Creditor Heather Trementozzi]**

Docket 5

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
--------------------------

**Debtor(s):**

John Bernard Trementozzi

Represented By  
Julie J Villalobos

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-12995 Enrique Brito**

**Chapter 13**

#7.00 Confirmation of Chapter 13 Plan

EH\_\_

**[Tele. appr. Joanne Andrew, rep. Debtor]**

Docket 16

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Enrique Brito

Represented By  
Jaime A Cuevas Jr.

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-12996 Jamie Littleton**

**Chapter 13**

**#8.00 Confirmation of Chapter 13 Plan**

EH\_\_

Docket 11

**\*\*\* VACATED \*\*\* REASON: CASE CONVERTED TO CHAPTER 7 ON  
1/23/25**

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
--------------------------

**Debtor(s):**

Jamie Littleton

Represented By  
Amanda G. Billyard

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-13048 Michael Douglas Haden and Vanessa Tedder Haden**

**Chapter 13**

**#9.00 Confirmation of Chapter 13 Plan**

EH\_\_

**[Tele. appr. Chuanchi (Tren) Tang, rep. Creditor ASP Family Partners]**

Docket 3

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Michael Douglas Haden

Represented By  
Misty A Perry Isaacson

**Joint Debtor(s):**

Vanessa Tedder Haden

Represented By  
Misty A Perry Isaacson

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-13067 Ena Teresa Lucus**

**Chapter 13**

**#10.00 Confirmation of Chapter 13 Plan**

EH\_\_

Docket 5

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Ena Teresa Lucus

Represented By  
Anthony B Vigil

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-13086 Ana M. Changanqui**

**Chapter 13**

**#11.00 Confirmation of Chapter 13 Plan**

EH\_\_

**[Tele. appr. Shannon Doyle, rep. Creditor SN Serciving Corporation]**

Docket 2

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Ana M. Changanqui

Represented By  
Michael Smith

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6D Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6D**

11:00 AM

**8:24-11798 Primo Alegado Estillomo and Alicia Cruz Estillomo**

**Chapter 13**

**#11.10** CONT. Confirmation of Chapter 13 Plan

From: 12/9/24, 1/23/25

EH\_\_

Docket 46

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Primo Alegado Estillomo

Represented By  
A Mina Tran

**Joint Debtor(s):**

Alicia Cruz Estillomo

Represented By  
A Mina Tran

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

11:00 AM

**8:24-12955 Rodolfo Medina Mortero, Jr.**

**Chapter 13**

**#11.20** CONT. Confirmation of Chapter 13 Plan

EH\_\_

From: 1/23/25

Docket 2

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
--------------------------

**Debtor(s):**

Rodolfo Medina Mortero Jr.

Represented By  
Jonathan D Doan

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

1:30 PM

**8:24-12366 Vivian B. Tran**

**Chapter 13**

**#12.00** CONT. Confirmation of Chapter 13 Plan

From: 11/21/24, 12/19/24, 1/9/25

EH\_\_

**[Tele. appr. Gio deSolenni, rep. Creditor Karen Restad]**

**[Tele. appr. Halli Heston, rep. Debtor]**

Docket 17

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Vivian B. Tran

Represented By  
Halli B Heston

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

1:30 PM

**8:24-11348 Panome Phengsimma**

**Chapter 13**

**#13.00** Motion for relief from the automatic stay with supporting declarations REAL  
PROPERTY RE: 1202 N Gates St. Santa Ana, CA 92703

MOVANT: DEUTSCHE BANK NATIONAL TRUST COMPANY

Docket 45

**\*\*\* VACATED \*\*\* REASON: CASE DISMISSED ON 1/10/25**

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Panome Phengsimma

Represented By  
Paul Y Lee

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

Thursday, February 6, 2025

Hearing Room 6C

1:30 PM

8:23-12421 Maria Teresa Villa De Hinojos

Chapter 13

#14.00 CONT. Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 52 Via Vicini, Rancho Santa Margarita, CA 92688 (Motion filed 12/5/24)

MOVANT: MIDFIRST BANK

EH\_\_

From: 1/9/25

**[Tele. appr. Jennifer Wong, rep. Creditor MidFirst Bank]**

**[Tele. appr. Joanne Sanchez, rep. Debtor]**

Docket 67

**Tentative Ruling:**

1/9/2025

**Service: Proper**

**Opposition: None**

Having reviewed the motion, service being proper, no opposition having been filed, which the Court deems consent to the relief requested pursuant to § 362(g)(2), and good cause appearing, the Court is inclined to:

- GRANT relief from stay pursuant to § 362(d)(1);
- GRANT relief from § 1301(a) co-debtor stay;
- GRANT waiver of Rule 4001(a)(3) stay;
- GRANT requests under ¶¶ 2, 3, and 12.

APPEARANCES WAIVED. Movant to lodge order within seven days. If oral or written opposition is presented at the hearing, the hearing may be continued.

**Party Information**

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

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1:30 PM

**CONT... Maria Teresa Villa De Hinojos**

**Chapter 13**

**Debtor(s):**

Maria Teresa Villa De Hinojos

Represented By  
Joanne P. Sanchez

**Movant(s):**

MidFirst Bank

Represented By  
JaVonne M Phillips  
Joseph C Delmotte  
Jennifer C Wong

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

Thursday, February 6, 2025

Hearing Room 6C

1:30 PM

**8:25-10016 Jose Gustavo Castro Camacho**

**Chapter 13**

**#15.00** Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 1787 Laguna Street, Seaside, California 93955

MOVANT: CLE CAPTIAL PARTNERS AND DE WITTE MORTGAGE INVESTORS FUND

(Case Dimissed - 1/21/2025)

EH\_\_

Docket 9

**Tentative Ruling:**

**2/6/2025**

**Service: Proper**

**Opposition: None**

Having reviewed the motion, service being proper, no opposition having been filed, which the Court deems consent to the relief requested pursuant to § 362(g)(2), and good cause appearing, the Court is inclined to:

-DENY requests for relief from stay pursuant to § 362(d)(1) and (2) and request under ¶ 2 as MOOT. The underlying bankruptcy case was dismissed on January 21, 2025, and, therefore, the automatic stay has terminated under 11 U.S.C. § 362(c)(1)-(2).

-GRANT request for relief under § 362(d)(4) based on multiplication filings affecting the subject property and an unauthorized transfer of a fractional interest in the property.

-Regarding the requests under ¶¶ 10 and 11, the Court notes that it does not grant relief under ¶ 11 under any circumstances. Given the extreme facts presented here, however, including multiple fabricated transfers of a fractional interest in the property and five summarily dismissed bankruptcy cases by Debtor alone, including two dismissed with a refiling bar, the Court is inclined to GRANT the request under ¶ 10

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

1:30 PM

**CONT... Jose Gustavo Castro Camacho Chapter 13**

for a period of 3 years "upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law."

-GRANT waiver of Rule 4001(a)(3) stay.

-GRANT request under ¶ 2.

APPEARANCES REQUIRED.

<b>Party Information</b>
--------------------------

**Debtor(s):**

Jose Gustavo Castro Camacho Pro Se

**Trustee(s):**

Amrane (SA) Cohen (TR) Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

Thursday, February 6, 2025

Hearing Room 6C

1:30 PM

**8:25-10016 Jose Gustavo Castro Camacho**

**Chapter 13**

**#16.00** Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 11561 Preston Street, Castroville, CA 96012

MOVANT: CLE CAPTIAL PARTNERS AND DE WITTE MORTGAGE INVESTORS FUND

(Case Dimissed - 1/21/2025)

EH\_\_

Docket 10

**Tentative Ruling:**

**2/6/2025**

**Service: Proper**

**Opposition: None**

Having reviewed the motion, service being proper, no opposition having been filed, which the Court deems consent to the relief requested pursuant to § 362(g)(2), and good cause appearing, the Court is inclined to:

-DENY requests for relief from stay pursuant to § 362(d)(1) and (2) and request under ¶ 2 as MOOT. The underlying bankruptcy case was dismissed on January 21, 2025, and, therefore, the automatic stay has terminated under 11 U.S.C. § 362(c)(1)-(2).

-GRANT request for relief under § 362(d)(4) based on multiplication filings affecting the subject property and an unauthorized transfer of a fractional interest in the property.

-Regarding the requests under ¶¶ 10 and 11, the Court notes that it does not grant relief under ¶ 11 under any circumstances. Given the extreme facts presented here, however, including multiple fabricated transfers of a fractional interest in the property and five summarily dismissed bankruptcy cases by Debtor alone, including two dismissed with a refiling bar, the Court is inclined to GRANT the request under ¶ 10

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

1:30 PM

**CONT... Jose Gustavo Castro Camacho Chapter 13**

for a period of 3 years "upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law."

-GRANT waiver of Rule 4001(a)(3) stay.

-GRANT request under ¶ 2.

APPEARANCES REQUIRED.

<b>Party Information</b>
--------------------------

**Debtor(s):**

Jose Gustavo Castro Camacho Pro Se

**Trustee(s):**

Amrane (SA) Cohen (TR) Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

1:30 PM

**8:25-10016 Jose Gustavo Castro Camacho**

**Chapter 13**

**#17.00** Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 18485 Vierra Canyon Road, Salinas, California 93907

MOVANT: CLE CAPTIAL PARTNERS AND DE WITTE MORTGAGE INVESTORS FUND

(Case Dimissed - 1/21/2025)

EH\_\_

Docket 11

**Tentative Ruling:**

**2/6/2025**

**Service: Proper**

**Opposition: None**

Having reviewed the motion, service being proper, no opposition having been filed, which the Court deems consent to the relief requested pursuant to § 362(g)(2), and good cause appearing, the Court is inclined to:

-DENY requests for relief from stay pursuant to § 362(d)(1) and (2) and request under ¶ 2 as MOOT. The underlying bankruptcy case was dismissed on January 21, 2025, and, therefore, the automatic stay has terminated under 11 U.S.C. § 362(c)(1)-(2).

-GRANT request for relief under § 362(d)(4) based on multiplication filings affecting the subject property and an unauthorized transfer of a fractional interest in the property.

-Regarding the requests under ¶¶ 10 and 11, the Court notes that it does not grant relief under ¶ 11 under any circumstances. Given the extreme facts presented here, however, including multiple fabricated transfers of a fractional interest in the property and five summarily dismissed bankruptcy cases by Debtor alone, including two dismissed with a refiling bar, the Court is inclined to GRANT the request under ¶ 10

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

1:30 PM

**CONT... Jose Gustavo Castro Camacho Chapter 13**

for a period of 3 years "upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law."

-GRANT waiver of Rule 4001(a)(3) stay.

-GRANT request under ¶ 2.

APPEARANCES REQUIRED.

<b>Party Information</b>
--------------------------

**Debtor(s):**

Jose Gustavo Castro Camacho Pro Se

**Trustee(s):**

Amrane (SA) Cohen (TR) Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

**Thursday, February 6, 2025**

**Hearing Room 6C**

1:30 PM

**8:24-13206 Lannette Marie Atiyeh**

**Chapter 13**

**#18.00** Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 30 Galeana Foothill Ranch, CA 92610

MOVANT: Peterson Law, LLP

(Case Dismissed 1/30/25)

EH\_\_

Docket 15

**\*\*\* VACATED \*\*\* REASON: CASE DISMISSED ON 1/30/25**

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
--------------------------

**Debtor(s):**

Lannette Marie Atiyeh

Pro Se

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

Thursday, February 6, 2025

Hearing Room 6C

1:30 PM

**8:21-12593 Damien Joseph Gomez**

**Chapter 13**

**#19.00** Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 221 S SUMMERTREE RD, ANAHEIM, CA 92807

MOVANT: LAKEVIEW LOAN SERVICING LLC

EH\_\_

**[Tele. appr. Christina J. Khil, rep. Movant Lakeview Loan Servicing LLC]**

**[Tele. appr. Lukas Jackson, rep. Debtor]**

Docket 53

**Tentative Ruling:**

**2/6/2025**

**Service: Proper**

**Opposition: None**

Movant to apprise the Court of the status of arrears.

APPEARANCES REQUIRED.

<b>Party Information</b>
--------------------------

**Debtor(s):**

Damien Joseph Gomez

Represented By  
Nima S Vokshori

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

Thursday, February 6, 2025

Hearing Room 6C

1:30 PM

8:23-11462 Richard Garcia

Chapter 13

#20.00 CONT. Motion For Sanctions for Violation of the Automatic Stay  
(Motion filed 12/20/23)

From: 1/11/24, 2/29/24, 3/14/24, 4/25/24, 5/16/24, 6/27/24, 8/29/24, 9/12/24,  
12/19/24

EH\_\_

**[Tele. appr. Andrew S. Bisom, rep. Debtor]**

Docket 104

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Richard Garcia

Represented By  
Andrew S Bisom

**Movant(s):**

Richard Garcia

Represented By  
Andrew S Bisom

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Mark Houle, Presiding  
Courtroom 6C Calendar**

Thursday, February 6, 2025

Hearing Room 6C

1:30 PM

8:15-11398 Rosa M Harding

Chapter 13

#21.00 CONT. STATUS CONFERENCE For Discharge Violation Regarding Procedure for the Presentation of Evidence in Support of Damages

[EVIDENTIARY HEARING]

From: 9-15-22, 10-6-22, 10/27/22, 1/26/23, 4/13/23, 8/17/23, 3/28/24, 5/30/24, 7/25/24, 9/26/24, 12/5/24

EH\_\_

[Tele. appr. Thomas Brownfield, rep. Debtor]

[Tele. appr. Jonathan C. Cahill, rep. Bank of New York Mellon, New Rez LLC, Community Loan Servicing LLC]

Docket 158

**Tentative Ruling:**

**July 28, 2022**

Find Bank of New York Mellon and NewRez dba Shellpoint Mortgage Servicing (Respondents) in contempt of Debtor's Section 524(a) Discharge Order and award compensatory damages in the amount of \$2,548. Deny Debtor's request for an award of emotional distress and punitive damages as well as attorneys due to Debtor's failure to quantify any amount for such damages despite having two months to do so.

Basis for Tentative Ruling:

Preliminary Statement: The incorporates herein, the following finding from its June 14, 2022 Order to Show Cause Re Contempt for Violation of Discharge Injunction [Dkt. 163]:

*The Court has reviewed the Declaration of Rosa Harding in support of*

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*the Contempt Motion filed on May 17, 2022 ("Declaration") [dkt. 155]. Exhibit B to the Declaration is the "Response to Notice of Final Cure Payment" filed by Lender on May 20, 2020 ("Response"). The Response was executed on May 20, 2020 and indicates that as of such date, Debtor had cured all prepetition arrearages and was current on all postpetition payments. See Response, Part 2 and Part 3. Notwithstanding this representation, Lender apparently sent Debtor a mortgage account statement with a payment due date of May 1, 2020 showing a "Past Unpaid Amount" of \$963.35. See Exhibit D to the Declaration. The stated unpaid \$963.35 payment (presumably incurred in April 2020 or earlier) is inconsistent with the Response, appears on subsequent mortgage account statements, and appears to form the basis for the possible institution of foreclosure proceedings. See Exhibits D and E to the Declaration.*

Respondents' Request that the OSC be Consolidated with the Adversary Proceeding is Denied:

The Ninth Circuit has made clear that the proceedings for violations of the discharge injunction must be initiated by motion and not by adversary proceeding. See, *In re Barrientos v. Wells Fargo Bank, N.A.*, 633 F.3d 1186, 1191 (9th Cir. 2011).

Debtor filed a motion for an Order to Show Cause ("OSC") ("Motion") [dkt. 154] along with a supporting declaration [dkt. 155]. The Court issued the OSC on June 14, 2022 [dkt. 158]. NewRez and BNYM (together, "Creditors" or "Respondents") filed an opposition ("Opposition") [dkt. 163] and Debtor filed a reply ("Reply") [dkt. 164] to the Opposition.

A. The Motion Should Be Granted Under § 105

Under 11 U.S.C. § 105(a), a bankruptcy court has the authority to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." Contempt proceedings are governed by Rule 9020, which states that Rule 9014 governs a motion for an order of contempt. The bankruptcy court has the authority to impose civil contempt

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sanctions under § 105(a). *Knupfer v. Lindblade (In re Dyer)*, 322 F.3d 1178, 1189–90 (9th Cir.2003); *Walls v. Wells Fargo Bank*, 276 F.3d 502, 507 (9th Cir.2002).

To find a party in civil contempt, the court must find that the offending party knowingly violated a definite and specific court order, and the moving party has the burden of showing the violation by clear and convincing evidence. *In re Dyer*, 322 F.3d at 1190–91; *In re Wallace*, 490 B.R. 898, 905 (B.A.P. 9th Cir. 2013). But "civil contempt should not be resorted to where there is a fair ground of doubt as to the wrongfulness of the defendant's conduct." *Taggart v. Lorenzen*, 139 S.Ct. 1795, 1801-02 (2019)(citation omitted)(establishing the objective fair ground of doubt standard in the context of a discharge order).

The burden then shifts to the contemnors to demonstrate why they were unable to comply. *FTC v. Affordable Media*, 179 F.3d 1228, 1239 (9th Cir.1999). A person fails to act as ordered by the court when he fails to take all the reasonable steps within his power to insure compliance with the court's order. *Shuffler v. Heritage Bank*, 720 F.2d 1141, 1146–47 (9th Cir.1983).

1. The Discharge Injunction Was Definite and Specific

On July 9, 2020, the Court entered a discharge order for Debtor. The discharge injunction was definite. As acknowledged by both parties, a discharge operates as a permanent injunction that bars creditors from collecting or attempting to recover debts post-issuance. The violation of a permanent discharge injunction allows a debtor to move the court for issuance of an order to show cause.

2. Creditors Had Notice of the Discharge Injunction

Creditors had notice of the order which granted the discharge. Harding Decl., ¶4. On April 29, 2020, the Chapter 13 Trustee filed a Notice of Final Cure concerning Creditors' claim. Creditors filed their Response to Notice of final cure almost a month later and the Order of Discharged was entered on July 9, 2020. Creditors received notice of the discharge and do not deny having notice of the discharge

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3. Creditors Violated the Discharge Injunction

When determining whether an alleged contemnor has violated a court order, "the focus is not on the subjective beliefs or intent of the contemnors in complying with the order, but whether in fact their conduct complied with the order at issue." *Dyer*, 322 F.3d at 1191 (internal quotes omitted). This general objective standard was reaffirmed by the Supreme Court in *Taggart v. Lorenzen*, 139 S. Ct. 1795, 1804 (2019)(analyzing civil contempt in the context of a discharge violation) in which the Court explained that "a party's subjective belief that she was complying with an order ordinarily will not insulate her from civil contempt if that belief was objectively unreasonable." *In re Freeman*, 608 B.R. 228, 234 (B.A.P. 9th Cir. 2019)(quoting *Taggart*, 139 S.Ct. at 1802). Thus, a party may be held in civil contempt if there is not a "fair ground of doubt" as to whether the alleged conduct might be lawful. See, *Taggart, supra*, at 1804.

Subjective good faith belief is not always irrelevant, however, because "a party's good faith, even if it does not prevent a finding of civil contempt, might help determine the appropriate sanction." *Freeman*, 608 B.R. at 234 (citing *Taggart*, 139 S.Ct. at 1802). As such, "advice of counsel and good faith conduct do not relieve from liability for a civil contempt, although they may affect the extent of the penalty." *TWM Mfg. Co. v. Dura Corp.*, 722 F.2d 1261, 1273 (6th Cir. 1983).

A person fails to act as ordered by the court when he fails to take all the reasonable steps within his power to ensure compliance with the court's order. *Shuffler v. Heritage Bank*, 720 F.2d 1141, 1146–47 (9th Cir.1983). The burden is on the contemnors to demonstrate why they were unable to comply. *FTC v. Affordable Media*, 179 F.3d 1228, 1239 (9th Cir.1999). However, "the party asserting the impossibility defense must show "categorically and in detail" why he is unable to comply." *Id.* at 1241.

"We begin our analysis with the premise that the automatic stay does not prevent all communications between a creditor and the debtor. Whether a communication is a permissible or prohibited one is a fact-driven inquiry which makes any bright line test unworkable." *In re Zotow*, 432 B.R. 252, 258

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(B.A.P. 9th Cir. 2010) (citations omitted). "Prohibited communications include those where direct or circumstantial evidence shows the creditor's actions were geared toward collection of a prepetition debt, were accompanied by coercion or harassment, or otherwise put pressure on the debtor to pay." *Id.* "But mere requests for payment and statements simply providing information to a debtor are permissible communications that do not run afoul of the stay." *Id.*

"In the end, one distinguishing factor between permissible and prohibited communications is evidence indicating harassment or coercion. When such evidence is present, a disclaimer on the communication that it was being sent for "informational purposes only" is ineffective." *Id.*

The Ninth Circuit BAP has previously held that telephone calls and written correspondence from a loan servicer constituted knowing and willful violations, despite including a disclaimer. *In re Marino*, 577 B.R. 772 (B.A.P. 9th Cir. 2017). In that case, the court specifically states as part of its reasoning for finding that disclaimer language did not protect creditor from liability that (1) creditor did not have the disclaimer language in 7 of the 22 letters sent, (2) thirteen of the fifteen letters with disclaimers spoke of bankruptcy as a hypothetical possibility (e.g., "if you filed for bankruptcy and your case is still active, or if you have received an order of discharge, please be advised that this is not an attempt to collect a prepetition or discharged debt"), and (3) the body of the letters were contradictory in that the letter asserts that the debtor must pay the debt, but the disclaimer at the end states that debtor need not pay the debt. *Id.* at 785.

In this case, Creditors do not dispute that it continued to send monthly "informational statements" to Debtor. Instead, Creditors argue that the disclaimers included on the documents preclude them from liability from attempting to collect and merely inform Debtor on how to voluntarily pay the balance in order to retain the Property. The language of the disclaimer specifically provides: "Our records show that you are a debtor in bankruptcy. We are sending this statement to you for information and compliance purposes only. It is not an attempt to collect a debt against you."

However, Creditors' arguments are unpersuasive. First, the disclaimer

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Creditors rely on only appears on 5 of the 25 mortgage statements included in Debtor's Declaration, substantially less than in *In re Marino*. Harding Decl., Ex. D. Second, the other 20 mortgage statements include the "if" you are in bankruptcy or have received a discharge language even though Creditors knew that Debtor did indeed receive a discharge. *Id.* Third, 20 of the mortgage statements have conflicting information. *Id.* On the second page of each statement, it says that NewRez is a debt collector and this is an attempt to collect a debt while also stating that this is neither a demand for payment nor a notice of personal liability "if" you are a customer who received a bankruptcy discharge of this debt. *Id.* Again, this language can be viewed as contradictory and confusing, especially since there is a presence of a due date along with the lack of description of the debt other than "Overdue Payment." *Id.*

Fourth, Despite Debtor's attempts to communicate the discharge to Creditors, she continued to receive the account statements. Harding Decl., ¶ 24. Eventually, the balance of the "overdue payments" even increased from \$963.35 to \$1,298.66. Harding Decl., ¶15. Fifth, Debtor received six letters threatening foreclosure. Harding Decl., ¶23; Ex. E. While those letters also have a disclaimer, they use uncertain language such as "to the extent your obligation has been discharged... this notice is for informational purposes only and does not constitute a demand for payment." Creditors' consistent correspondence should establish a knowing and willful violation. Mot., Ex. E; Harding Decl., ¶10, 13.

Finally, the Creditors' Opposition did not demonstrate why they were unable to comply with the discharge order. They do not address Debtor's claims that Creditors sent certified letters threatening foreclosure, nor do they explain why they refused to respond to Debtor's communications and attempts to stop Creditors from sending the monthly statements. Creditors did not sufficiently demonstrate why they continued to send the documents to Debtor and, thus, did not meet their burden after the Court issued the OSC.

**B. Civil Sanctions Are Warranted**

Civil sanctions must either be compensatory or designed to coerce

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compliance." *Id.* at 1059 (quoting *Knupfer v. Lindblade (In re Dyer)*, 322 F.3d 1178, 1192 (9th Cir. 2003)); *Brace v. Speier (In re Brace)*, 2019 Bankr. LEXIS 80 at \*21 (B.A.P. 9th Cir. 2019). Civil contempt sanctions may include compensatory damages which include reimbursement of reasonable attorneys' fees, the imposition of a daily coercive (but not punitive) fine, and in extreme cases, incarceration, *See, e.g., Gharib v. Casey (In re Kenny G. Enterprises, LLC)*, 692 Fed.Appx. 950, 953 (9th Cir. 2017).

"If the bankruptcy court finds that the creditor here willfully violated the injunction, it shall, at the very least, impose sanctions to the extent necessary to make Espinosa whole. See 2 Collier Bankruptcy Manual (3d rev. ed.) ¶ 524.02[2][c] ("In cases in which the discharge injunction was violated willfully, courts have awarded debtors actual damages, punitive damages and attorney's fees.") (footnote omitted)." *Espinosa v. United Student Aid Funds*, 553 F.3d 1193, 1205 N7 (9th Cir. 2008). "[W]hen a bankruptcy court exercises the contempt authority of § 105(a), it may not impose serious punitive sanctions." *Knupfer v. Lindblade (In re Dyer)*, 322 F.3d 1178, 1195 (9th Cir. 2003).

"[N]ot every willful violation of the automatic stay 'merits compensation for emotional distress.' *Id.* The Ninth Circuit placed the burden of proof on the claimant to establish 'the individual suffered significant emotional harm' and the 'nexus between the claimed damages and the violation of the stay.' *Id.* at 1149–50. In other words, '[t]he individual must be 'injured by' the violation to be eligible to claim actual damages.' *Id.* at 1150. *See, e.g., Bishop v. U.S. Bank/Firststar Bank, N.A. (In re Bishop)*, 296 B .R. 890, 895–97 (Bankr.S.D.Ga.2003) (the causal connection between the stay violator's acts and the claimant's emotional distress must be clearly established or readily apparent)." *In re Bauer*, No. BAP.EC-09-1281-DMKH, 2010 WL 6452899, at \*9 (B.A.P. 9th Cir. Apr. 8, 2010) (quoting *Dawson v. Washington Mut. Bank, F.A. (In re Dawson)*, 390 F.3d 1139, 1149 (9th Cir.2004)).

A claimant can establish emotional distress damages by corroborating medical evidence and "non-experts, such as family members, friends, or coworkers, may testify to manifestations of mental anguish and clearly establish that significant emotional harm occurred." *In re Bauer*, No.

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BAP.EC-09-1281-DMKH, 2010 WL 6452899, at \*9 (B.A.P. 9th Cir. Apr. 8, 2010) (quoting *Dawson v. Washington Mut. Bank, F.A. (In re Dawson)*, 390 F.3d 1139, 1149 (9th Cir.2004)). "In some cases significant emotional distress may be readily apparent even without corroborative evidence. For example, the violator may have engaged in egregious conduct... See, e.g., *United States v. Flynn (In re Flynn)*, 185 B.R. 89, 93 (S.D.Ga.1995) (affirming \$5,000 award of emotional distress damages, with no mention of corroborating testimony, because "it is clear that appellee suffered emotional harm" when she was forced to cancel her son's birthday party because her checking account had been frozen, even though the stay violation was brief and not egregious). *In re Bauer*, No. BAP.EC-09-1281-DMKH, 2010 WL 6452899, at \*9 (B.A.P. 9th Cir. Apr. 8, 2010) (quoting *Dawson v. Washington Mut. Bank, F.A. (In re Dawson)*, 390 F.3d 1139, 1149 (9th Cir.2004)).

Here, Debtor requests the awards in the form of compensatory damages, attorney's fees, emotional distress damages, and punitive damages. Debtor provides evidence of her emotional distress via her declaration, in which she states she suffers from sleep deprivation, anger, worrying, anxiety, frustration, anger, she easily becomes upset, and "other physical manifestations of emotional injury." Harding Decl., ¶27. However, Debtor does not make a specific dollar request for any of the damages. In her motion requesting the issuance of the OSC filed on May 17, 2022, Debtor requested that damages for emotional distress, punitive damages and for attorneys be awarded "according to proof." Debtor's reply, filed on July 14, 2022 provides no "proof."

<b>Party Information</b>
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**Debtor(s):**

Rosa M Harding

Represented By

Thomas E Brownfield

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

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**8:15-11398 Rosa M Harding**

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Adv#: 8:22-01048 Harding v. THE BANK OF NEW YORK MELLON et al

**#22.00** CONT. STATUS CONFERENCE RE: Complaint for: (1) Willful Violation Of The Automatic Stay 11 USC Section 362; (2) Violation Of Discharge Injunction 11 USC Section 524(i); (3) Violation Of Fed R Bankr P Rule 3002.1(c); (4) Objection to Claim Fed R Bankr P 3007; (5) Declaratory Relief For Stay Violation

From: 4/6/22, 8/18/22, 4/13/23, 8/17/23, 3/28/24, 5/30/24, 7/25/24, 9/26/2024, 12/5/24

Second Cause of Action for violation of discharge injunctions is dismissed with prejudice as to Defendant.on 3/27/23

Plaintiffs Fourth Cause of action for objection to claim is dismissed without prejudice as to Defendant on 3/27/23

Plaintiff's Fifth Cause of Action for declaratory relief is dismissed with prejudice as to Defendant on 3/27/23

EH\_\_

**[Tele. appr. Thomas Brownfield, rep. Plaintiff]**

**[Tele. appr. Jonathan C. Cahill, rep. Defendants]**

Docket 1

**Tentative Ruling:**

**August 18, 2022**

The parties need to appear and advise the court of the remaining issues to be determined with respect to the adversary proceeding in light of the court's recent ruling finding Defendants NewRez and BNYM in violation of the discharge injunction in the main bankruptcy case.

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Basis for Tentative Ruling:

The allegations in the Complaint appear to largely mirror the allegations relevant to the Order to Show re Contempt that was addressed by the court in the main bankruptcy case. To the extent that issues remain to be adjudicated (exclusive of the bifurcated hearing on damages in the main case), the following schedule will apply.

Discovery Cut-off Date:	1/31/23
Pretrial Conference Date:	4/6/23 at 9:30 a.m.
Deadline to file Joint Pretrial Stipulation:	3/23/23

*Special Note: This case/adversary proceeding will be reassigned to Judge Scott Clarkson (Ctrm 5C) on September 1, 2022 due to Judge Smith's upcoming retirement.*

<b>Party Information</b>
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**Debtor(s):**

Rosa M Harding

Represented By  
Thomas E Brownfield

**Defendant(s):**

THE BANK OF NEW YORK

Pro Se

NewRez LLC

Pro Se

COMMUNITY LOAN

Pro Se

**Plaintiff(s):**

Rosa M Harding

Represented By  
Thomas E Brownfield

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**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

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**8:23-11462 Richard Garcia**

**Chapter 13**

Adv#: 8:23-01131 Garcia v. Stephen Edwards Trust

**#23.00** Plaintiff's Motion For Summary Judgment  
(Motion filed 12/13/24)

EH\_\_

**[Tele. appr. Andrew S. Bisom, rep. Debtor]**

Docket 85

**Tentative Ruling:**

2/6/2025

**PROCEDURAL BACKGROUND**

On July 19, 2023, Richard Garcia ("Debtor") filed a Chapter 13 voluntary petition. Debtor had a prior case dismissed on June 28, 2023.

On July 28, 2023, Stephen Edwards, as trustee for the Stephen Edwards Trust UDT 07/19/2023 ("Edwards")<sup>1</sup> filed a motion for relief from the automatic stay. On August 23, 2023, the Court entered an order annulling the automatic stay retroactive to the petition date.

On August 4, 2023, the bankruptcy case was dismissed for failure to file case commencement documents. On September 8, 2023, the dismissal of the bankruptcy case was vacated. On November 8, 2023, Debtor's Chapter 13 plan was confirmed. The plan as confirmed provided for the sale of certain real property located at 3045 Coolidge Ave., Costa Mesa, CA 92626 (the "Property"). The plan was subsequently modified to provide, *inter alia*, that the sale of the Property would occur within 90

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days of the completion of the adversary proceeding.

On November 15, 2023, Debtor commenced an adversary proceeding against Edwards. Debtor seeks a judgment declaring Debtor owner of the "Property", as well as related injunctive relief.

On December 14, 2023, Edwards filed an answer, as well as a counter-claim. The counter-claim added Quality Loan Service Corp. ("Quality Loan") as a party to the proceeding, although Quality Loan has since been dismissed. The counter-claim seeks to quiet title to the Property. An amended counterclaim was filed on July 15, 2024.

On December 13, 2024, Debtor and Edwards filed cross motions for summary judgment. Both parties subsequently filed an opposition and a reply.

**FACTUAL BACKGROUND**

In this proceeding, both parties claim ownership of the Property. Debtor commenced the instant bankruptcy proceeding just before the scheduled foreclosure sale of the Property. Debtor concedes that notice of the bankruptcy filing was not provided to the foreclosing trustee prior to the foreclosure sale, and the foreclosure sale proceeded --- with Edwards ultimately being the highest bidder.

On August 23, 2023, Edwards recorded a *lis pendens* on the Property. The foreclosure trustee --- Quality Loan --- never conveyed a deed of title to Edwards, however, and rescinded the foreclosure sale. Nevertheless, Edwards subsequently took action to exercise control, or assert ownership, over the Property. Edwards, in the counterclaim, asserts that he has fee simple title to the Property.

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Ultimately, the parties disagree regarding whether the sale is final under CAL. CIV. CODE §2924(m)

**LEGAL STANDARD**

Summary judgment should be granted if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. *See* FED. R. CIV. P. Rule 56(a) (incorporated into bankruptcy proceedings by FED. R. BANKR. P. Rule 7056).

The moving party has the burden of establishing the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). If the moving party shows the absence of a genuine issue of material fact, the nonmoving party must go beyond the pleadings and identify facts that show a genuine issue for trial. *Id.* at 324. The non-moving party "must do more than simply show that there is some metaphysical doubt as to the material fact...." *Matsushita Electrical Industry Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586-587 (1986). The court must conduct its analysis viewing the evidence in the light most favorable to the nonmoving party. *Bell v. Cameron Meadows Land Co.*, 669 F.2d 1278, 1284 (9th Cir. 1982). All reasonable doubt as to the existence of a genuine issue of fact should be resolved against the moving party. *Hector v. Wiens*, 533 F.2d 429, 432 (9th Cir. 1976).

A fact is material if it "might affect the outcome of the suit under the governing law." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986); *see also Fresno Motors, LLC v. Mercedes Benz USA, LLC*, 771 F.3d 1119, 1125 (9th Cir. 2014). A dispute about a material fact is genuine "if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Id.*

At the time of the foreclosure sale, CAL. CIV. CODE §2924(m) provided, in relevant part:

- (a) For purposes of this section:
- (1) "Prospective owner-occupant" means a natural person who presents to the trustee an affidavit or declaration, pursuant to Section 2015.5 of the Code of Civil Procedure, that:

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- (A) They will occupy the property as their primary residence within 60 days of the trustee's deed being recorded.
- (B) They will maintain their occupancy for at least one year.
- (C) They are not any of the following:
  - (i) The mortgagor or trustor.
  - (ii) The child, spouse, or parent of the mortgagor or trustor.
  - (iii) The grantor of a living trust that was named in the title to the property when the notice of default was recorded.
  - (iv) An employee, officer, or member of the mortgagor or trustor.
  - (v) A person with an ownership interest in the mortgagor, unless the mortgagor is a publicly traded company.
- (D) They are not acting as the agent of any other person or entity in purchasing the real property.

...

(c) A trustee's sale of property under a power of sale contained in a deed of trust or mortgage on real property containing one to four residential units pursuant to Section 2924g shall not be deemed final until the earliest of the following:

- (1) If a prospective owner-occupant is the last and highest bidder at the trustee's sale, the date upon which the conditions set forth in Section 2924h for the sale to become final are met. The prospective owner-occupant shall submit to the trustee the affidavit or declaration described in paragraph (1) of subdivision (a) at the trustee's sale or to the trustee by 5 p.m. on the next business day following the trustee's sale.
- (2) Fifteen days after the trustee's sale unless at least one eligible tenant buyer or eligible bidder submits to the trustee either a bid pursuant to paragraph (3) or (4) or a nonbinding written notice of intent to place such a bid. The bid or written notice of intent to place a bid shall:
  - (A) Be sent to the trustee by certified mail, overnight delivery, or other method that allows for confirmation of the delivery date.
  - (B) Be accompanied by an affidavit or declaration, pursuant to Section 2015.5 of the Code of Civil Procedure, identifying the category set forth in paragraph (3) of subdivision (a) to which the person or entity submitting the bid or nonbinding written

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notice of intent belongs and stating that the person meets the criteria for that category. \* \* \* If the winning bid is placed by an eligible bidder described in subparagraphs (C) to (G), inclusive, of paragraph (3) of subdivision (a), the affidavit or declaration shall affirm the bidder's duty to comply with subdivision (a) of Section 2924o for the benefit of tenants occupying the property.

(C) Be received by the trustee no later than 5 p.m. on the 15th day after the trustee's sale, or the next business day following the 15th day if the 15th day is a weekend or holiday.

(D) Contain a current telephone number and return mailing address for the person submitting the bid or nonbinding written notice of intent.

...

(d) The trustee may reasonably rely on affidavits and declarations regarding bidder eligibility received under this section. The affidavit or declaration of the winning bidder shall be attached as an exhibit to the trustee's deed and recorded.

(e) If the conditions set forth in paragraph (1) of subdivision (c) for a sale to be deemed final are not met, then:

(1) Not later than 48 hours after the trustee's sale of property under Section 2924g, the trustee or an authorized agent shall post on the internet website set forth on the notice of sale, as required under paragraph (8) of subdivision (b) of Section 2924f, the following information:

(A) The date on which the trustee's sale took place.

(B) The amount of the last and highest bid at the trustee's sale.

(C) An address at which the trustee can receive documents sent by United States mail and by a method of delivery providing for overnight delivery.

(2) The information required to be posted on the internet website under paragraph (1) shall also be made available not later than 48 hours after the trustee's sale of property under Section 2924g by calling the telephone number set forth on the notice of sale as required under paragraph (8) of subdivision (b) of Section 2924f.

(3) The information required to be provided under paragraphs (1) and (2) shall be made available using the file number assigned to the case that is set forth on the notice of sale as required under paragraph (8) of subdivision (b) of Section 2924f.

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(4) The information required to be provided under paragraphs (1) and (2) shall be made available for a period of not less than 45 days after the sale of property under Section 2924g.

(5) A disruption of any of these methods of providing the information required under paragraphs (1) and (2) to allow for reasonable maintenance or due to a service outage shall not be deemed to be a violation of this subdivision.

(6) The information to be provided by the trustee to eligible bidders or to persons considering whether to submit a bid or notice of intent to bid pursuant to this section is limited to the information set forth in paragraph (1).

(f) Title to the property shall remain with the mortgagor or trustor until the property sale is deemed final as provided in this section.

(g) A prospective owner-occupant shall not be in violation of this section if a legal owner's compliance with the requirements of Section 2924n renders them unable to occupy the property as their primary residence within 60 days of the trustee's deed being recorded.

(h) This section shall prevail over any conflicting provision of Section 2924h.

**LEGAL ANALYSIS**

The critical contention of Edwards is the following --- the second paragraph of the argument section in the motion for summary judgment:

The statute elevates prospective owner-occupants above the other bidders, and provides a route to near immediate finality of sale. Specifically, "under Civil Code § 2924m(c), if a foreclosure sale of a real property containing 1-4 residential units is completed and the prevailing bidder is a prospective owner-occupant as defined in Civil Code § 2924m(a)(1), then the sale is final, and that person will immediately take title to the property." *In re Hager*, 651 B.R. 873, 882 (Bankr. E.D. Cal. 2023) (*citing* Cal. Civ. Code § 2924m(c)(1)).

[Dkt. No. 91, pg. 7, lines 14-20].

Section 2924m(c)(1) does provide an exception to the delayed finality of a foreclosure sale when the last and highest bidder is a prospective owner-occupant. Section 2924m(a)(1), however, provides that a prospective owner-occupant must be a "natural person." Here, the last and highest bidder at the foreclosure sale was the Stephen Edwards Trust UDT 07/19/23.

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CONT... Richard Garcia

Chapter 13

Neither party has provided any caselaw or relevant legal analysis regarding whether the trust qualifies as a natural person. Debtor simply asserts "[a] trust cannot be a 'prospective owner-occupant.'" [Dkt. No. 85, pg. 5]. Edwards simply states: "There is no authority, cited by Debtor or identified by Edward, for the suggestion that a natural person cannot take advantage of Civ. Code § 2924m by way of their trust." [Dkt. No. 103, pg. 6, lines 12-14].

Could Edwards as Trustee satisfy the "natural person" requirement of § 2924m(c)(1)? The answer may be yes --- if certain circumstances are met. For instance, in *Boshernitsan v. Bach*, the California Court of Appeals, in interpreting a local rent control ordinance that utilized a "natural person" definition found that the "natural person" requirement could be satisfied in the situation where the landlord was a "settlor, trustee, and beneficiary of a revocable living trust." 61 Cal. App. 5th 883, 895 (Cal. Ct. App. 2021). Neither party, however, has made any attempt to brief this issue or provide legal argument or analysis.

Thus, the question remains whether Edwards has or can satisfy the requirements to be considered a natural person while acting as trustee. The Court notes that the exhibits attached to Edwards' motion for summary judgment do not identify Edwards as Trustee --- instead identifying CIC as trustee. If the trust did not purchase the property with Edwards acting as trustee, then the ability to utilize the § 2924m(c)(1) exception would appear to be foreclosed.

Additionally, the Court notes that the sale cannot be final until the conditions outlined in § 2924m(c)(1) have been satisfied. Here, the Court has not been provided with adequate evidence regarding: (a) the specific time the sale was rescinded and the conditions outlined in § 2924m(c)(1) allegedly satisfied; or (b) the standards or process for determining whether the § 2924m(c)(1) was adequately satisfied.

**Tentative Ruling:**

The Court is inclined to CONTINUE the hearing for the parties to address the narrow issues outlined above.

APPEARANCES REQUIRED.

**Party Information**

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**CONT... Richard Garcia**

**Chapter 13**

**Debtor(s):**

Richard Garcia

Represented By  
Andrew S Bisom

**Defendant(s):**

Stephen Edwards Trust

Represented By  
David L Prince

**Plaintiff(s):**

Richard Garcia

Represented By  
Andrew S Bisom

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

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**8:23-11462 Richard Garcia**

**Chapter 13**

Adv#: 8:23-01131 Garcia v. Stephen Edwards Trust

**#24.00** CONT. Status Conference re Complaint by Richard Garcia against Stephen Edwards Trust; Nature of Suit: (21 (Validity, priority or extent of lien or other interest in property)),(91 (Declaratory judgment)),(72 (Injunctive relief - other))

From 1/25/24, 2/29/24, 3/14/24, 4/25/24, 5/16/24, 5/30/24, 6/27/24, 8/29/24, 9/12/24, 12/19/24

EH\_\_

**[Tele. appr. Andrew Bisom, rep. Plaintiff]**

Docket 1

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
--------------------------

**Debtor(s):**

Richard Garcia

Represented By  
Andrew S Bisom

**Defendant(s):**

Stephen Edwards Trust

Pro Se

**Plaintiff(s):**

Richard Garcia

Represented By  
Andrew S Bisom

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

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**8:23-11462 Richard Garcia**

**Chapter 13**

Adv#: 8:23-01131 Garcia v. Stephen Edwards Trust

**#25.00** CONT. Status Conference re: Counterclaim Stephen Edward, as Trustee of the Stephen Edward Trust UDT 7/19/23 vs. Richard Garcia; Quality Loan Service corp; All Persons Unknown, claiming any Legal or Equitable Right, Title, Lien Estate or Interest in the property and Roes 1 to 20

From: 2/29/24, 3/14/24, 4/25/24, 5/16/24, 6/27/24, 8/29/24, 9/12/24, 12/19/24

EH\_\_

**[Tele. appr. Andrew Bisom, rep. Plaintiff]**

Docket 8

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Richard Garcia

Represented By  
Andrew S Bisom

**Defendant(s):**

Stephen Edwards Trust

Pro Se

**Plaintiff(s):**

Richard Garcia

Represented By  
Andrew S Bisom

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

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**8:23-11462 Richard Garcia**

**Chapter 13**

Adv#: 8:23-01131 Garcia v. Stephen Edwards Trust

**#26.00** Motion For Summary Judgment filed by Cross-Complainant Stephen Edwards

EH\_\_\_\_

**[Tele. appr. Andrew S. Bisom, rep. Plaintiff**

Docket 91

**Tentative Ruling:**

2/6/2025

**PROCEDURAL BACKGROUND**

On July 19, 2023, Richard Garcia ("Debtor") filed a Chapter 13 voluntary petition. Debtor had a prior case dismissed on June 28, 2023.

On July 28, 2023, Stephen Edwards, as trustee for the Stephen Edwards Trust UDT 07/19/2023 ("Edwards")<sup>1</sup> filed a motion for relief from the automatic stay. On August 23, 2023, the Court entered an order annulling the automatic stay retroactive to the petition date.

On August 4, 2023, the bankruptcy case was dismissed for failure to file case commencement documents. On September 8, 2023, the dismissal of the bankruptcy case was vacated. On November 8, 2023, Debtor's Chapter 13 plan was confirmed. The plan as confirmed provided for the sale of certain real property located at 3045 Coolidge Ave., Costa Mesa, CA 92626 (the "Property"). The plan was subsequently modified to provide, *inter alia*, that the sale of the Property would occur within 90 days of the completion of the adversary proceeding.

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**CONT... Richard Garcia**

**Chapter 13**

On November 15, 2023, Debtor commenced an adversary proceeding against Edwards. Debtor seeks a judgment declaring Debtor owner of the "Property", as well as related injunctive relief.

On December 14, 2023, Edwards filed an answer, as well as a counter-claim. The counter-claim added Quality Loan Service Corp. ("Quality Loan") as a party to the proceeding, although Quality Loan has since been dismissed. The counter-claim seeks to quiet title to the Property. An amended counterclaim was filed on July 15, 2024.

On December 13, 2024, Debtor and Edwards filed cross motions for summary judgment. Both parties subsequently filed an opposition and a reply.

**FACTUAL BACKGROUND**

In this proceeding, both parties claim ownership of the Property. Debtor commenced the instant bankruptcy proceeding just before the scheduled foreclosure sale of the Property. Debtor concedes that notice of the bankruptcy filing was not provided to the foreclosing trustee prior to the foreclosure sale, and the foreclosure sale proceeded --- with Edwards ultimately being the highest bidder.

On August 23, 2023, Edwards recorded a *lis pendens* on the Property. The foreclosure trustee --- Quality Loan --- never conveyed a deed of title to Edwards, however, and rescinded the foreclosure sale. Nevertheless, Edwards subsequently took action to exercise control, or assert ownership, over the Property. Edwards, in the counterclaim, asserts that he has fee simple title to the Property.

Ultimately, the parties disagree regarding whether the sale is final under CAL. CIV.

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CODE §2924(m)

Chapter 13

**LEGAL STANDARD**

Summary judgment should be granted if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. *See* FED. R. CIV. P. Rule 56(a) (incorporated into bankruptcy proceedings by FED. R. BANKR. P. Rule 7056).

The moving party has the burden of establishing the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). If the moving party shows the absence of a genuine issue of material fact, the nonmoving party must go beyond the pleadings and identify facts that show a genuine issue for trial. *Id.* at 324. The non-moving party "must do more than simply show that there is some metaphysical doubt as to the material fact...." *Matsushita Electrical Industry Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586-587 (1986). The court must conduct its analysis viewing the evidence in the light most favorable to the nonmoving party. *Bell v. Cameron Meadows Land Co.*, 669 F.2d 1278, 1284 (9th Cir. 1982). All reasonable doubt as to the existence of a genuine issue of fact should be resolved against the moving party. *Hector v. Wiens*, 533 F.2d 429, 432 (9th Cir. 1976).

A fact is material if it "might affect the outcome of the suit under the governing law." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986); *see also Fresno Motors, LLC v. Mercedes Benz USA, LLC*, 771 F.3d 1119, 1125 (9th Cir. 2014). A dispute about a material fact is genuine "if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Id.*

At the time of the foreclosure sale, CAL. CIV. CODE §2924(m) provided, in relevant part:

- (a) For purposes of this section:
  - (1) "Prospective owner-occupant" means a natural person who presents to the trustee an affidavit or declaration, pursuant to Section 2015.5 of the Code of Civil Procedure, that:
    - (A) They will occupy the property as their primary residence

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**Richard Garcia**

**Chapter 13**

- within 60 days of the trustee's deed being recorded.
- (B) They will maintain their occupancy for at least one year.
  - (C) They are not any of the following:
    - (i) The mortgagor or trustor.
    - (ii) The child, spouse, or parent of the mortgagor or trustor.
    - (iii) The grantor of a living trust that was named in the title to the property when the notice of default was recorded.
    - (iv) An employee, officer, or member of the mortgagor or trustor.
    - (v) A person with an ownership interest in the mortgagor, unless the mortgagor is a publicly traded company.
  - (D) They are not acting as the agent of any other person or entity in purchasing the real property.

...

(c) A trustee's sale of property under a power of sale contained in a deed of trust or mortgage on real property containing one to four residential units pursuant to Section 2924g shall not be deemed final until the earliest of the following:

- (1) If a prospective owner-occupant is the last and highest bidder at the trustee's sale, the date upon which the conditions set forth in Section 2924h for the sale to become final are met. The prospective owner-occupant shall submit to the trustee the affidavit or declaration described in paragraph (1) of subdivision (a) at the trustee's sale or to the trustee by 5 p.m. on the next business day following the trustee's sale.
- (2) Fifteen days after the trustee's sale unless at least one eligible tenant buyer or eligible bidder submits to the trustee either a bid pursuant to paragraph (3) or (4) or a nonbinding written notice of intent to place such a bid. The bid or written notice of intent to place a bid shall:
  - (A) Be sent to the trustee by certified mail, overnight delivery, or other method that allows for confirmation of the delivery date.
  - (B) Be accompanied by an affidavit or declaration, pursuant to Section 2015.5 of the Code of Civil Procedure, identifying the category set forth in paragraph (3) of subdivision (a) to which the person or entity submitting the bid or nonbinding written notice of intent belongs and stating that the person meets the

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criteria for that category. \* \* \* If the winning bid is placed by an eligible bidder described in subparagraphs (C) to (G), inclusive, of paragraph (3) of subdivision (a), the affidavit or declaration shall affirm the bidder's duty to comply with subdivision (a) of Section 2924o for the benefit of tenants occupying the property.

(C) Be received by the trustee no later than 5 p.m. on the 15th day after the trustee's sale, or the next business day following the 15th day if the 15th day is a weekend or holiday.

(D) Contain a current telephone number and return mailing address for the person submitting the bid or nonbinding written notice of intent.

...

(d) The trustee may reasonably rely on affidavits and declarations regarding bidder eligibility received under this section. The affidavit or declaration of the winning bidder shall be attached as an exhibit to the trustee's deed and recorded.

(e) If the conditions set forth in paragraph (1) of subdivision (c) for a sale to be deemed final are not met, then:

(1) Not later than 48 hours after the trustee's sale of property under Section 2924g, the trustee or an authorized agent shall post on the internet website set forth on the notice of sale, as required under paragraph (8) of subdivision (b) of Section 2924f, the following information:

(A) The date on which the trustee's sale took place.

(B) The amount of the last and highest bid at the trustee's sale.

(C) An address at which the trustee can receive documents sent by United States mail and by a method of delivery providing for overnight delivery.

(2) The information required to be posted on the internet website under paragraph (1) shall also be made available not later than 48 hours after the trustee's sale of property under Section 2924g by calling the telephone number set forth on the notice of sale as required under paragraph (8) of subdivision (b) of Section 2924f.

(3) The information required to be provided under paragraphs (1) and (2) shall be made available using the file number assigned to the case that is set forth on the notice of sale as required under paragraph (8) of subdivision (b) of Section 2924f.

(4) The information required to be provided under paragraphs (1) and

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(2) shall be made available for a period of not less than 45 days after the sale of property under Section 2924g.

(5) A disruption of any of these methods of providing the information required under paragraphs (1) and (2) to allow for reasonable maintenance or due to a service outage shall not be deemed to be a violation of this subdivision.

(6) The information to be provided by the trustee to eligible bidders or to persons considering whether to submit a bid or notice of intent to bid pursuant to this section is limited to the information set forth in paragraph (1).

(f) Title to the property shall remain with the mortgagor or trustor until the property sale is deemed final as provided in this section.

(g) A prospective owner-occupant shall not be in violation of this section if a legal owner's compliance with the requirements of Section 2924n renders them unable to occupy the property as their primary residence within 60 days of the trustee's deed being recorded.

(h) This section shall prevail over any conflicting provision of Section 2924h.

**LEGAL ANALYSIS**

The critical contention of Edwards is the following --- the second paragraph of the argument section in the motion for summary judgment:

The statute elevates prospective owner-occupants above the other bidders, and provides a route to near immediate finality of sale. Specifically, "under Civil Code § 2924m(c), if a foreclosure sale of a real property containing 1-4 residential units is completed and the prevailing bidder is a prospective owner-occupant as defined in Civil Code § 2924m(a)(1), then the sale is final, and that person will immediately take title to the property." *In re Hager*, 651 B.R. 873, 882 (Bankr. E.D. Cal. 2023) (*citing* Cal. Civ. Code § 2924m(c)(1)).

[Dkt. No. 91, pg. 7, lines 14-20].

Section 2924m(c)(1) does provide an exception to the delayed finality of a foreclosure sale when the last and highest bidder is a prospective owner-occupant. Section 2924m(a)(1), however, provides that a prospective owner-occupant must be a "natural person." Here, the last and highest bidder at the foreclosure sale was the Stephen Edwards Trust UDT 07/19/23.

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CONT... **Richard Garcia**

**Chapter 13**

Neither party has provided any caselaw or relevant legal analysis regarding whether the trust qualifies as a natural person. Debtor simply asserts "[a] trust cannot be a 'prospective owner-occupant.'" [Dkt. No. 85, pg. 5]. Edwards simply states: "There is no authority, cited by Debtor or identified by Edward, for the suggestion that a natural person cannot take advantage of Civ. Code § 2924m by way of their trust." [Dkt. No. 103, pg. 6, lines 12-14].

Could Edwards as Trustee satisfy the "natural person" requirement of § 2924m(c)(1)? The answer may be yes --- if certain circumstances are met. For instance, in *Boshernitsan v. Bach*, the California Court of Appeals, in interpreting a local rent control ordinance that utilized a "natural person" definition found that the "natural person" requirement could be satisfied in the situation where the landlord was a "settlor, trustee, and beneficiary of a revocable living trust." 61 Cal. App. 5th 883, 895 (Cal. Ct. App. 2021). Neither party, however, has made any attempt to brief this issue or provide legal argument or analysis.

Thus, the question remains whether Edwards has or can satisfy the requirements to be considered a natural person while acting as trustee. The Court notes that the exhibits attached to Edwards' motion for summary judgment do not identify Edwards as Trustee --- instead identifying CIC as trustee. If the trust did not purchase the property with Edwards acting as trustee, then the ability to utilize the § 2924m(c)(1) exception would appear to be foreclosed.

Additionally, the Court notes that the sale cannot be final until the conditions outlined in § 2924m(c)(1) have been satisfied. Here, the Court has not been provided with adequate evidence regarding: (a) the specific time the sale was rescinded and the conditions outlined in § 2924m(c)(1) allegedly satisfied; or (b) the standards or process for determining whether the § 2924m(c)(1) was adequately satisfied.

**Tentative Ruling:**

The Court is inclined to CONTINUE the hearing for the parties to address the narrow issues outlined above.

APPEARANCES REQUIRED.

**Party Information**

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**CONT... Richard Garcia**

**Chapter 13**

**Debtor(s):**

Richard Garcia

Represented By  
Andrew S Bisom

**Defendant(s):**

Stephen Edwards Trust

Represented By  
David L Prince

**Plaintiff(s):**

Richard Garcia

Represented By  
Andrew S Bisom

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

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**8:24-10712 Robert E. Munck**

**Chapter 13**

Adv#: 8:24-01089 Black v. Munck

**#27.00** Motion To Set Aside Dismissal Of Adversary Complaint  
(Set per order on 1-8-25)

**[Tele. appr Thomas Gourde, rep. Plaintiff Geri Black]**

Docket 11

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
--------------------------

**Debtor(s):**

Robert E. Munck

Represented By  
W. Derek May

**Defendant(s):**

Robert E Munck

Pro Se

**Plaintiff(s):**

Geri Black

Represented By  
Thomas Gourde

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

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8:24-12353 Darlyne Elaine Lucchesi

Chapter 13

Adv#: 8:24-01146 Lucchesi v. US Bank, N A et al

**#28.00** CONT. Status Conference re: Complaint by Plaintiff Darlyne Elaine Lucchesi against Defendants US Bank, N A, Nationstar Mortgage LLC, Aldridge Pite LLP, Clear Recon Corp, Joseph Delmotte, The Mortgage Law Firm: Bank of America, N A, Jafarnia Merjaud, Albertelli Law. (\$350.00 Fee Not Required). (Attachments: # 1 Adv Cover Sheet) Nature of Suit: (21 (Validity, priority or extent of lien or other interest in property)), (71 (Injunctive relief - reinstatement of stay)), (72 (Injunctive relief - other)), (91 (Declaratory judgment)).

**[Alias Summons issued 11/19/24]**

EH\_\_

From: 1/9/25

Docket 1

**\*\*\* VACATED \*\*\* REASON: CONTINUED TO 2/13/25 AT 1:30 PM**

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Darlyne Elaine Lucchesi Pro Se

**Defendant(s):**

US Bank, N A Represented By  
Jared D Bissell

Nationstar Morgage LLC Represented By  
Jared D Bissell

Aldridge Pite LLP Represented By  
Jillian A Benbow

Clear Recon Corp Pro Se

Joseph Delmotte Represented By

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**CONT... Darlyne Elaine Lucchesi**

**Chapter 13**

Jillian A Benbow

The Mortgage Law Firm: Bank of

Pro Se

Jafarnia Merjaud

Pro Se

Albertelli Law

Pro Se

BANK OF AMERICA, N.A.

Represented By

Adam F Summerfield

**Plaintiff(s):**

Darlyne Elaine Lucchesi

Pro Se

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

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**8:23-10979 Diana Sharaki**

**Chapter 13**

Adv#: 8:24-01151 Sharaki v. Homecomings Financial LLC fka Homecomings Financia

**#29.00** Status Conference re Complaint by Diana Sharaki against Homecomings Financial LLC fka Homecomings Financial Network, Inc., ZBS Law, LLP, Real Time Resolutions, Inc., RRA CP Opportunity Trust 2. (\$350.00 Fee Not Required). Nature of Suit: (72 (Injunctive relief - other))

EH\_\_

**[Tele. James F. Lewin, rep. Defendants RRA CP Opportunity Trust 2 and Real Time Resolutions, Inc.]**

**[Tele. appr. Peter C. Wittlin, rep. Plaintiff]**

Docket 1

**Tentative Ruling:**

- NONE LISTED -

**Party Information**

**Debtor(s):**

Diana Sharaki

Represented By  
Halli B Heston

**Defendant(s):**

Homecomings Financial LLC fka

Pro Se

ZBS Law, LLP

Pro Se

Real Time Resolutions, Inc.

Represented By  
James F Lewin

RRA CP Opportunity Trust 2

Represented By  
James F Lewin

**Plaintiff(s):**

Diana Sharaki

Represented By

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**CONT... Diana Sharaki**

Peter C Wittlin

**Chapter 13**

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

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**8:24-13181 Lisa E Hagan**

**Chapter 13**

**#30.00** CONT. Motion for relief from the automatic stay with supporting declarations  
UNLAWFUL DETAINER RE: 1655 Orchard Drive #H, Placentia CA 92870

MOVANT: SEDONA - PLACENTIA OWNER, LLC

EH\_\_

From: 1/23/25

Docket 18

**Tentative Ruling:**

1/23/2025

**Service: Proper**

**Opposition: None**

Having reviewed the motion, service being proper, there being no opposition which the Court deems consent to the relief requested, and good cause appearing, the Court is inclined to:

- GRANT relief from the stay under §§ 362(d)(2);
- GRANT waiver of FRBP 4001(a)(3) stay;
- GRANT request under ¶ 2; and
- GRANT request under ¶ 13.

APPEARANCES REQUIRED

**Party Information**

**Debtor(s):**

Lisa E Hagan

Pro Se

**Trustee(s):**

Amrane (SA) Cohen (TR)

Pro Se

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**CONT... Lisa E Hagan**

**Chapter 13**