

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

Tuesday, March 3, 2026

Hearing Room 6C

11:00 AM

8:25-11919 Alfred McZeal

Chapter 7

#1.00 Notice of motion and motion for relief from the automatic stay with supporting declarations (ACTION IN A NONBANKRUPTCY FORUM) RE: HSBC BANK USA, ect v HOUSTON REAL ESTATE BUS TR, et al, Docket No. 25STCV06962, Superior Court of California, County of Los Angeles

MOVANT: HSBC BANK USA N.A.

EH__

[Tele. appr. Alfred McZeal, Debtor]

[Tele. appr. Steven M. Dailey, rep. Movant]

[Tele. appr. Anerio Altman, rep. Chapter 7 Trustee, Jeffrey Golden]

Docket 59

Tentative Ruling:

03/03/2026

Service: Proper

Opposition: Yes

Section 362(a) of the Bankruptcy Code provides that filing a petition in bankruptcy operates as a stay of certain actions, including pending lawsuits against the debtor. By his motion, Trustee seeks relief from the automatic stay pursuant to § 362(d)(1) for cause.

a. Burden to Establish "Cause" to Grant Relief from the Automatic Stay

Section 362(d)(1) directs the court to grant relief from the automatic stay upon a showing of "cause." Section 362(d) provides, in pertinent part:

(d) On request of a party in interest and after notice and

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a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—

(1) *for cause*, including the lack of adequate protection of an interest in property of such party in interest,...

11 U.S.C. § 362(d)(1) (emphasis added). Although the term "cause" is not defined in the Code, courts in the Ninth Circuit have granted relief from the stay under § 362(d)(1) when necessary to permit pending litigation to be concluded in another forum if the non-bankruptcy suit involves multiple parties or is ready for trial. Truebro, Inc. v. Plumberex Specialty Products, Inc., (In re Plumberex Specialty Products), 311 B.R. 551, 556 (Bankr. C.D. Cal. 2004).

Furthermore, the burden of proof on a motion to modify the automatic stay is a shifting one. Id. at 557 (citations omitted). To obtain relief from the automatic stay, the party seeking relief must first establish a *prima facie* case that "cause" exists for relief under § 362(d)(1). Id. Once a *prima facie* case has been established, the burden shifts to the debtor to show that relief from the stay is unwarranted. Id. If the movant fails to meet its initial burden to demonstrate cause, relief from the automatic stay should be denied. Id.

b. The Curtis Factors

Courts have identified various factors relevant to determining whether the stay should be lifted to allow a creditor to continue pending litigation in a non-bankruptcy forum. The bankruptcy court in the case of In re Curtis, 40 B.R. 795 (Bankr. D. Utah 1984) set forth a non-exclusive 12-factor test established to determine whether relief from stay to permit the pending litigation to continue in another forum is appropriate. Id. at 799-80 (cited with approval in In re Plumberex Specialty Prod., Inc., 311 B.R. 551, 559 (Bankr. C.D. Cal. 2004) and Kronemyer v. American Contractors Indem. Co. (In re Kronemyer), 405 B.R. 915, 921 (9th Cir. BAP 2009)).

The twelve factors include:

1. Whether the relief will result in a partial or complete resolution of the issues;
2. The lack of any connection with or interference with the bankruptcy case;

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3. Whether the foreign proceeding involves the debtor as a fiduciary;
4. Whether a specialized tribunal has been established to hear the particular cause of action and whether that tribunal has the expertise to hear such cases;
5. Whether the debtor's insurance carrier has assumed full financial responsibility for defending the litigation;
6. Whether the action essentially involves third parties, and the debtor functions only as a bailee or conduit for the goods or proceeds in question;
7. Whether the litigation in another forum would prejudice the interests of other creditors, the creditors' committee and other interested parties;
8. Whether the judgment claim arising from the foreign action is subject to equitable subordination under Section 510(c);
9. Whether movant's success in the foreign proceeding would result in a judicial lien avoidable by the debtor under Section 522(f);
10. The interests of judicial economy and the expeditious and economical determination of litigation for the parties;
11. Whether the foreign proceedings have progressed to the point where the parties are prepared for trial, and
12. The impact of the stay on the parties and the "balance of hurt."

In re Curtis, 40 B.R. at 799-80. Not all of the twelve Curtis factors are relevant in every case. In re Plumberex Specialty Prod., Inc., 311 B.R. at 560 (citations omitted). Nor is a court required to give each of the Curtis factors equal weight in making its determination. Id.

Furthermore, the Ninth Circuit has held that grounds for granting relief to proceed in state court are left to discretion of judge. In re Castlerock Properties, 781 F.2d 159,163 (9th Cir. 1986). A court's discretion is broad in a summary proceeding. In re Santa Clara County Fair Ass'n, Inc., 180 B.R. 564, 566 (9th Cir. BAP 1995). "A motion for stay relief is a summary proceeding." Id. (citing In re Computer

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Communications, Inc., 824 F.2d 725, 729 (9th Cir. 1987)). Further, "[c]ourts may consider the factor of judicial economy when deciding lift stay issues." Id. (citing In re Kemble, 776 F.2d 802, 807 (9th Cir.1985)).

Here, Movant has demonstrated it has a colorable claim, and otherwise has established a prima facie showing of cause under § 362(d)(1). The pending nonbankruptcy action involves state law claims concerning title to real property and multiple parties.

Resolution of those issues is more appropriately determined in the state court forum.

The Debtor has not met his burden to demonstrate that relief from stay is unwarranted.

Fort the foregoing reasons, and for the reasons set forth in the moving pleadings, the Court is inclined to:

- GRANT relief from stay pursuant to § 362(d)(1); and
- GRANT request under ¶ 2

APPEARANCES REQUIRED

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| Party Information |
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Debtor(s):

Alfred McZeal

Pro Se

Trustee(s):

Jeffrey I Golden (TR)

Pro Se

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8:26-10069 Haylie Leonora Gayon

Chapter 7

#2.00 Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: 2023 TOYOTA RAV4 VIN. No.: 2T3C1RFV0PW264455

MOVANT: TOYOTA MOTOR CREDIT CORPORATION

EH__

Docket 7

Tentative Ruling:

03/03/2026

Service: Proper

Opposition: None

11 U.S.C. § 362(h)(1)(A) provides:

(h)(1) In a case in which the debtor is an individual, the stay provided by subsection (a) is terminated with respect to personal property of the estate or of the debtor securing in whole or in part a claim, or subject to an unexpired lease, and such personal property shall no longer be property of the estate if the debtor fails within the applicable time set by section 521(a)(2)--

(A) to file timely any statement of intention required under section 521(a)(2) with respect to such personal property or to indicate in such statement that the debtor will either surrender such personal property or retain it and, if retaining such personal property, either redeem such personal property pursuant to section 722, enter into an agreement of the kind specified in section 524(c) applicable to the debt secured by such personal property, or assume such unexpired lease pursuant to section 365(p) if the trustee does not do so, as applicable...

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CONT... Haylie Leonora Gayon

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Here, on Debtor's statement of intention required under Section 521(a)(2), Debtor was required to indicate that Debtor would either abandon or redeem the property, or to enter a reaffirmation agreement. *See* 11 U.S.C. § 362(h)(1)(A). Debtor indicated that she would abandon the property, and thus relief from stay is appropriate.

For the foregoing reasons, service being proper, no opposition having been filed, and good cause appearing, the Court is inclined to:

- GRANT relief from stay pursuant to § 362(d)(1);
- GRANT waiver of Rule 4001(a)(3) stay;
- GRANT request under ¶ 2.

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

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| Party Information |
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Debtor(s):

Haylie Leonora Gayon

Represented By
Christopher J. Langley

Trustee(s):

Jeffrey I Golden (TR)

Pro Se

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8:25-13527 James T. Nickelson and Yoko Nickelson

Chapter 7

#2.10 CONT. Notice of motion and motion for relief from the automatic stay with supporting declarations UNLAWFUL DETAINER RE: 12421 N La Coste Dr Tustin CA 92782

MOVANT: HAOJUN GE

EH__

From: 2-17-26

[Tele. appr. Larry Rothman, rep. Movant]

Docket 9

Tentative Ruling:

2/17/2026

Service: Proper

Opposition: None

The Court, having reviewed the motion, notes that there are numerous drafting errors, some material to the relief requested:

-Regarding the request for relief from stay under 11 U.S.C. § 362(d)(2), the Court notes that the motion does not check box 5(c), and, as a result, does not allege any grounds for the relief requested. As such, the Court is inclined to DENY this request.

-Regarding the request for confirmation that the automatic stay is not in effect, the Court notes that the motion does not check box 4(a), or provide any alternative pertinent allegations, and, as a result, does not allege any grounds for the relief requested. Additionally, 11 U.S.C. § 362(b)(22) & (23) would not appear to apply to the instant situation. As such, the Court is inclined to DENY this request.

-Regarding the request for annulment of the automatic stay, the Court notes that the motion does not check box 6(c) and the supporting declaration does not check box

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12(a). As a result, the moving papers merely contain the boilerplate allegation that "[t]hese actions were taken before Movant knew the bankruptcy petition was filed, and Movant would have been entitled to relief from stay to proceed with these actions." The motion does not contain any supporting evidence or additional information regarding the actions taken or the circumstances surrounding the events. As such, the Court is inclined to DENY this request.

-Regarding the request for relief from the co-debtor stay, this case is a Chapter 7 case and the co-debtor stay does not arise in Chapter 7. As such, the Court is inclined to DENY this request.

Regarding the remainder of the requests, the Court having reviewed the motion, notice being proper, and no opposition having been filed, which the Court deems consent to the relief requested pursuant to 11 U.S.C. § 362(g)(2), the Court is inclined to:

- GRANT relief from stay pursuant to 11 U.S.C. § 362(d)(1);
- GRANT waiver of Rule 4001(a) stay;
- GRANT request under ¶ 2.

APPEARANCES REQUIRED.

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| Party Information |
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Debtor(s):

James T. Nickelson

Represented By
Halli B Heston

Joint Debtor(s):

Yoko Nickelson

Represented By
Halli B Heston

Movant(s):

Haojun Ge

Represented By
Larry Rothman

Trustee(s):

Karen S Naylor (TR)

Pro Se

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2:30 PM

8:25-11986 Toby James Mazzie, Jr.

Chapter 7

#3.00 CONT. Chapter 7 Trustee's Motion for Order Authorizing the Trustee to Operate the Debtor's Business and to Preserve the Value of its Assets Pursuant to 11 U.S.C. §721 (Set per OSC on 1/30/26)

EH__

From: 2-3-26

[Tele. appr. Ryan Beall, rep. Chapter 7 Trustee, Weneta M.A. Kosmala]

Docket 128

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Toby James Mazzie Jr.

Represented By
Carolyn A Dye

Movant(s):

Weneta M.A. Kosmala (TR)

Represented By
Jeffrey I Golden
Jeannie Kim

Trustee(s):

Weneta M.A. Kosmala (TR)

Represented By
Jeffrey I Golden
Jeannie Kim

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8:25-11286 Chapman CBC, LLC

Chapter 11

#4.00 CONT. Motion to Utilize Cash Collateral and Potentially Enter Into Cash Collateral Stipulation with Strategic Funding Source, Inc.

EH__

From: 1-27-26, 2-3-26

[Tele. appr. Gregory Jones, rep. Debtor]

[Tele. appr. Arutro Cisneros, Trustee]

[Tele. appr. Rebecca Wicks, rep. Creditor Kapitus LLC]

[Tele. appr. Elan Levey, rep. U.S. Small Business Administration]

Docket 140

Tentative Ruling:

1/27/2026

BACKGROUND

On May 14, 2025, Chapman CBC, LLC ("Debtor") filed a Chapter 11, Subchapter V voluntary petition. Debtor operates a craft brewery in Orange, California.

Debtor filed its first motion cash collateral motion on the petition date. On May 20, 2025, the Court entered an interim cash collateral on May 20, 2025, and set a final hearing for June 17, 2025. Prior to the final hearing, Debtor entered into stipulations with the SBA and Kapitus for adequate protection and use of cash collateral. On June 18, 2025, the Court approved the stipulation between Debtor and Kapitus. The final hearing on cash collateral was held on July 15, 2025, and the Court subsequently entered an order approving the stipulation with the SBA and authorizing use of cash collateral through the end of October.

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CONT... Chapman CBC, LLC

Chapter 11

On October 30, 2025, Debtor filed a second stipulation between Debtor and Kapitus for adequate protection and use of cash collateral. The Court approved the stipulation the following day, but noted: "[a]ny further request to extend the use of cash collateral must be made pursuant to noticed motion pursuant to FED. R. BANKR. P. Rule 4001."

On January 6, 2026, Debtor filed its *Motion to Utilize Cash Collateral and Potentially Enter Into Cash Collateral Stipulation With Strategic Funding Source, Inc.* (the "Motion") [Dkt. No. 140]. The Court has not received any opposition to the Motion. Attached to the Motion is a copy of a proposed stipulation with Kapitus; at this time, the Court does not have evidence that it has been executed.

DISCUSSION

The proposed terms of the use of cash collateral --- as outlined in the proposed stipulation attached to the Motion --- appear materially identical to the terms outlined in the prior stipulations approved by this Court.

The Court has reviewed the budget attached to the Motion which appears consistent with prior budget, although anticipates the opening of the Fullerton tasting room in March.

The Court also notes that the Motion appears to characterize the relief requested as "interim" -- the request for relief requests the setting of a final hearing. In this situation, where the Motion was set for hearing on regular notice and requests approval to use cash collateral for a period of three months, the Court would not construe this as a request for an interim order.

TENTATIVE RULING

Assuming the consent of Kapitus, the Court is inclined to GRANT the motion, approving the attached stipulation.

APPEARANCES REQUIRED.

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| Party Information |
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Debtor(s):

Chapman CBC, LLC

Represented By

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CONT... Chapman CBC, LLC

Chapter 11

Gregory K Jones

Movant(s):

Chapman CBC, LLC

Represented By

Gregory K Jones

Gregory K Jones

Gregory K Jones

Gregory K Jones

Trustee(s):

Arturo Cisneros (TR)

Pro Se

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8:25-12226 United Property Maintenance Corporation

Chapter 11

#5.00 CONT. Debtor's First Amended Chapter 11 Plan of Reorganization

EH__

From: 1-27-26

Docket 72

***** VACATED *** REASON: CONTINUED TO 4/14/26 AT 2:30 PM**

Tentative Ruling:

- NONE LISTED -

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| Party Information |
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Debtor(s):

United Property Maintenance

Represented By
David Wood
Aaron E. De Leest

Trustee(s):

Mark M Sharf (TR)

Pro Se

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8:25-12226 United Property Maintenance Corporation

Chapter 11

#6.00 Motion to Assume Expired Lease on Nonresidential Real Property

EH__

Docket 108

Tentative Ruling:

03/03/2026

BACKGROUND

On August 11, 2025, United Property Maintenance Corporation dba California Construction Superior ("Debtor") filed a voluntary Chapter 11 and elected to proceed as a small business debtor under Subchapter V. Debtor provides carpet cleaning, emergency flood extraction, water damage mitigation, and general construction services throughout Southern California.

Debtor leases a warehouse property located in San Diego County ("Lease"), which it uses to operate its business, store equipment and materials, and house company vehicles necessary for field operations. The Lease is with 8451 Miralani Dr., LLC ("Landlord"). The Lease is a nonresidential real property lease and remains unexpired.

The original lessor was R.J. Land Co., L.P., but the property was subsequently sold to 8451 Miralani Dr., LLC, which is now the current landlord. The Lease is critical to Debtor's ongoing business operations. Without the warehouse space, Debtor would be required to secure alternative commercial premises, relocate equipment and vehicles, and potentially interrupt operations during the transition.

Debtor represents that it is current on its obligations under the Lease and that no defaults exist requiring cure. Debtor filed the instant Motion to Assume Unexpired Lease of Nonresidential Real Property ("Motion") on February 10, 2026, seeking authority to assume the Lease pursuant to 11 U.S.C. § 365(a).

The deadline to assume or reject unexpired nonresidential real property leases under §

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CONT... United Property Maintenance Corporation

Chapter 11

365(d)(4), as previously extended by order of the Court, is March 9, 2026. Debtor therefore brings this Motion prior to expiration of the statutory deadline to preserve its rights under the Lease and avoid deemed rejection.

Debtor states that assumption of the Lease is in the best interests of the estate and its creditors because the warehouse is central to its ability to generate revenue and perform services.

DISCUSSION

11 U.S.C. § 365(d)(4) provides:

- (A) Subject to subparagraph (B), an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not assume or reject the unexpired lease by the earlier of –
 - (i) The date that is 120 days after the date of the order for relief; or
 - (ii) The date of the entry of an order confirming a plan.
- (B)
 - (i) The court may extend the period determined under subparagraph (A), prior to the expiration of the 120-day period, for 90 days on the motion of the trustee or lessor for cause.
 - (ii) If the court grants an extension under clause (i), the court may grant a subsequent extension only upon prior written consent of the lessor in each instance.

Turning to the merits of the Motion, the Court notes that its review of Debtor's decision to assume the lease is highly deferential:

The propriety of a decision to assume or reject an unexpired lease (*i.e.*, whether the motion to assume/reject should be approved by the court) normally is determined under the deferential "business judgment" test.

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CONT...

United Property Maintenance Corporation

Chapter 11

The court must presume that the debtor, in deciding to reject, acted "prudentially, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate." The court should approve the debtor's decision unless it is "so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice."

In re Hertz, 536 B.R. 434, 442 (Bankr. C.D. Cal. 2015) (quoting *In re Pomona Valley Med. Grp. Inc.*, 476 F.3d 665, 670 (9th Cir. 2007)).

Applying that standard here, Debtor's decision to assume the Lease appears reasonable and consistent with sound business judgment. The Lease is integral to Debtor's operations. The warehouse serves as the operational hub for Debtor's equipment, vehicles, and materials necessary to provide services to its customers.

Absent assumption, the Lease would be deemed rejected, requiring Debtor to immediately surrender the premises and have to find another warehouse. Such surrender would likely disrupt Debtor's ability to perform ongoing contracts, impair revenue generation, and potentially jeopardize Debtor's reorganization efforts under Subchapter V.

Debtor represents that it is current on the Lease and that no defaults exist requiring cure under 11 U.S.C. § 365(b)(1). There is no evidence in the record suggesting otherwise.

Notice being proper and no opposition having been filed, the Court has no basis in the record that Debtor's decision to assume the leases is "manifestly unreasonable."

Based on the foregoing, the Court is inclined to GRANT the Motion.

APPEARANCES WAIVED. Movant to lodge order within seven days.

Party Information

Debtor(s):

United Property Maintenance

Represented By
David Wood
Aaron E. De Leest

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Trustee(s):

Mark M Sharf (TR)

Pro Se

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8:25-12907 Bootlegger's Brewery, LLC

Chapter 11

#7.00 Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: 2020 Mercedes-Benz Sprinter Van VIN:W1W4EBHY6LT033469

MOVANT: ALLY BANK

EH__

[Tele. appr. Jennifer Wong, rep. Movant]

Docket 46

Tentative Ruling:

03/03/26

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, and good cause appearing, the Court is inclined to:

- GRANT relief from stay pursuant to §§ 362(d)(1) & (2);
- GRANT waiver of Rule 4001(a)(3) stay;
- GRANT request under ¶ 2; and
- DENY request under ¶ 11 as moot.

APPEARANCES WAIVED. Movant to lodge order within 7 days.

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CONT... Bootlegger's Brewery, LLC

Chapter 11

Debtor(s):

Bootlegger's Brewery, LLC

Represented By
Andrew S Bisom

Trustee(s):

Mark M Sharf (TR)

Pro Se

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8:25-13266 Sara Elizabeth Vigeland and Jay Todd Vigeland

Chapter 11

#8.00 CONT. Motion for Authority to Use Cash Collateral for the Period of February 2026-April 2026

EH__

From: 1-27-26

[Tele. appr. Shannon Doyle, rep. Creditor CENLAR FSB]

[Tele. appr. Jolene Tanner, rep. Creditor United States of America]

Docket 47

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Sara Elizabeth Vigeland

Represented By
Andy C Warshaw
Richard L. Sturdevant

Joint Debtor(s):

Jay Todd Vigeland

Represented By
Andy C Warshaw
Richard L. Sturdevant

Movant(s):

Sara Elizabeth Vigeland

Represented By
Andy C Warshaw
Andy C Warshaw
Richard L. Sturdevant
Richard L. Sturdevant

Jay Todd Vigeland

Represented By

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Sara Elizabeth Vigeland and Jay Todd Vigeland

Andy C Warshaw

Richard L. Sturdevant

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8:25-13266 Sara Elizabeth Vigeland and Jay Todd Vigeland

Chapter 11

**#9.00 Order to Show Cause Why Case Should Not be Dismissed or Converted
(OSC entered 1/29/26)**

EH__

[Tele. appr. Jolene Tanner, rep. Creditor United States of America]

Docket 67

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Sara Elizabeth Vigeland

Represented By
Andy C Warshaw
Richard L. Sturdevant

Joint Debtor(s):

Jay Todd Vigeland

Represented By
Andy C Warshaw
Richard L. Sturdevant

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8:25-13266 Sara Elizabeth Vigeland and Jay Todd Vigeland

Chapter 11

#10.00 CONT. Order (1) Setting Scheduling Hearing and Case Management Conference And (2) Requiring Status Report

EH__

From: 12-16-25, 1-27-26

Docket 1

Tentative Ruling:

- NONE LISTED -

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| Party Information |
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Debtor(s):

Sara Elizabeth Vigeland

Represented By
Andy C Warshaw
Richard L. Sturdevant

Joint Debtor(s):

Jay Todd Vigeland

Represented By
Andy C Warshaw
Richard L. Sturdevant

**United States Bankruptcy Court
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8:25-13452 The Little Brown Box Pizza, LLC

Chapter 11

#11.00 Debtor's Amended Second Motion for Entry of Order Rejecting Unexpired Leases of Non-Residential Real Property

EH__

[Tele. appr. Paul J. Battista, rep. Debtor]

[Tele. appr. Belinda M. Vega, rep. Debtor]

[Tele. appr. Mariaelena Gayo-Guitian, rep. Debtor]

[Tele. appr. Eric D. Jacobs, rep. Debtor]

[Tele. appr. Robert Goe, rep. Trustee]

[Tele. appr. Robert K. Brown Jr., rep. Creditors Pacific Castle Red Rock, LLC and Cypress Village Retail Center, LP]

Docket 145

Tentative Ruling:

03/03/2026

BACKGROUND

On December 8, 2025, The Little Brown Box Pizza, LLC and Kustom Partner, LLC (collectively "Debtors") filed voluntary petitions under Chapter 11 of the Bankruptcy Code and elected to proceed as small business debtors under Subchapter V. The Debtors operate fast-casual pizza restaurant locations in California. Prior to filing, the Debtors leased multiple nonresidential real property locations used to operate restaurant businesses. The instant motion concerns three unexpired nonresidential real property leases ("Leases") for the following restaurant locations:

- 713 Spectrum Center Drive, Irvine, California ("Irvine Restaurant"), leased

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The Little Brown Box Pizza, LLC

Chapter 11

from Irvine Spectrum Center LLC;

- 5555 Laval Road, Suite C, Arvin, California ("Tejon Ranch Restaurant"), leased from Tejon Industrial Corp.; and
- 9543 Valley View Street, Cypress, California ("Cypress Restaurant"), leased from Cypress Village Retail Center, LP.

Each of the Leases is a nonresidential real property lease within the meaning of 11 U.S.C. § 365.

After the petition, the Debtors evaluated the performance of certain restaurant locations and determined that the Irvine, Tejon Ranch, and Cypress Restaurants were operating at a cash flow loss. Continued performance under the Leases would impose significant post-petition administrative expenses, including rent and related occupancy costs, without corresponding benefit to the estate. Thus, on January 21 and 22, 2026, the Debtors permanently closed the three restaurant locations. The Debtors subsequently surrendered possession of the premises to the respective landlords on January 23, 2026 (Irvine and Tejon Ranch) and January 26, 2026 (Cypress).

On February 2, 2026, the Debtors filed the instant Amended Second Motion for Entry of Order Rejecting Unexpired Leases on Non-Residential Property ("Motion") pursuant to 11 U.S.C. § 365(a), effective as of the respective dates on which possession was surrendered ("Rejection Dates"). The Debtors also request that the Court establish a deadline for the landlords to file any claims arising from rejection of the Leases. The Debtors assert that rejection of the Leases is in the best interests of the estates and their creditors because the subject locations have ceased operations, generate no revenue, and continued performance would result in unnecessary administrative expense.

DISCUSSION

11 U.S.C. § 365(d)(4) provides:

- (A) Subject to subparagraph (B), an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not

**United States Bankruptcy Court
Central District of California
Santa Ana
Mark Houle, Presiding
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assume or reject the unexpired lease by the earlier of –

- (i) The date that is 120 days after the date of the order for relief; or
- (ii) The date of the entry of an order confirming a plan.

(B)

- (i) The court may extend the period determined under subparagraph (A), prior to the expiration of the 120-day period, for 90 days on the motion of the trustee or lessor for cause.
- (ii) If the court grants an extension under clause (i), the court may grant a subsequent extension only upon prior written consent of the lessor in each instance.

Turning to the merits of the Motion, the Court notes that its review of Debtor's decision to reject the leases is highly deferential:

The propriety of a decision to assume or reject an unexpired lease (*i.e.*, whether the motion to assume/reject should be approved by the court) normally is determined under the deferential "business judgment" test. The court must presume that the debtor, in deciding to reject, acted "prudentially, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate." The court should approve the debtor's decision unless it is "so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice."

In re Hertz, 536 B.R. 434, 442 (Bankr. C.D. Cal. 2015) (quoting *In re Pomona Valley Med. Grp. Inc.*, 476 F.3d 665, 670 (9th Cir. 2007)).

Applying that standard here, the Debtors' decision to reject the Leases appears reasonable and consistent with sound business judgment. The Debtors have permanently ceased operations at the three restaurant locations, vacated the premises, and surrendered possession to the respective landlords. The locations are no longer part of the Debtors' "go-forward business plan."

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Absent rejection, the Debtors would be required to continue incurring post-petition rent and related occupancy costs as administrative expenses under 11 U.S.C. § 503(b), despite the fact that the locations generate no revenue. Rejection therefore minimizes administrative expenses and would preserve estate resources for the benefit of creditors.

Turning to the effective date of rejection, In *In re Player's Poker Club, Inc.*, the court concluded that the date on which the debtor filed a motion to reject a nonresidential real property lease and license was the effective date to reject the lease and license. 636 B.R. 811, 830 (Bankr. C.D. Cal. 2022) ("The date on which the Debtor filed and served the Motion is the date on which it communicated its unequivocal intention to reject the [lease and license] under Bankruptcy Code section 365(a). Of the two possible dates, the Court concludes that the date on which the Motion was filed ... is the most appropriate.").

Here, the Debtor filed the Motion within approximately 2 months after the voluntary petition, on February 20, 2026. Further, the Debtor states that it has vacated and surrendered the Premises by the time of the Motion.

Thus, the Court deems the effective date of rejection as of February 20, 2026, the filing date of the Motion.

Movant to address deadline to file rejection claims.

Based on the foregoing, the Court is inclined to GRANT the Motion.

APPEARANCES REQUIRED.

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| Party Information |
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Debtor(s):

The Little Brown Box Pizza, LLC

Represented By
Belinda M Vega

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Mark Houle, Presiding
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Trustee(s):

Robert Paul Goe (TR)

Pro Se

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8:26-10175 FuKim LLC

Chapter 11

#12.00 Order (1) Setting Scheduling Hearing and Case Management Conference and
(2) Requiring Status Report

EH__

**[Tele. appr. Kirstin Mihelic, rep. Creditor Spectrum Solutions Acquisitions,
LLC]**

Docket 1

Tentative Ruling:

- NONE LISTED -

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| Party Information |
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Debtor(s):

FuKim LLC

Represented By
Joon M Khang

**United States Bankruptcy Court
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Hearing Room 6C

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8:26-10186 Zara Rezai

Chapter 11

#13.00 Order (1) Setting Scheduling Hearing and Case Management Conference and
(2) Requiring Status Report

EH__

Docket 1

***** VACATED *** REASON: CASE DISMISSED ON 2/3/26**

Tentative Ruling:

- NONE LISTED -

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| Party Information |
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Debtor(s):

Zara Rezai

Pro Se

**United States Bankruptcy Court
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8:25-12616 Simba IL Holdings, LLC

Chapter 11

#14.00 CONT. Debtor's Application for Order Authorizing Employment of Reeves & Weiss LLP as Special Litigation Counsel Pursuant to 11 U.S.C. § 327(e)

EH__

From: 1-20-26, 2-17-26

[Tele. appr. Max Casal, rep. Debtor]

[Tele. appr. Jordan A. Kroop, Counsel to the Official Committee of Unsecured Creditors of Lugano Diamonds & Jewelry Inc.]

Docket 73

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Simba IL Holdings, LLC

Represented By
Leonard M. Shulman
Alan J Friedman
Max Casal

Movant(s):

Simba IL Holdings, LLC

Represented By
Leonard M. Shulman
Alan J Friedman
Max Casal