

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

9: -

Chapter 0

#0.00 Unless ordered otherwise, appearances for matters may be made in-person in **Courtroom 201 at 1415 State Street, Santa Barbara, California, 93101**, by video through ZoomGov, or by telephone through ZoomGov. If appearing through ZoomGov, parties in interest may connect to the video and audio feeds, free of charge, using the connection information provided below. Individuals may participate by ZoomGov video and audio using a personal computer (equipped with camera, microphone and speaker), or a handheld mobile device. Individuals may opt to participate by audio only using a telephone (standard telephone charges may apply).

All parties making an appearance via ZoomGov video and audio connection **must** have their video on. Proper court attire is required of all parties appearing via ZoomGov video. Any virtual backgrounds are to be of a solid color, without pictures, videos, or scenes. No party may appear by ZoomGov from any place other than a quiet room in an office or home. Parties may not appear via ZoomGov from a vehicle of any kind, moving or not.

Regarding remote access to hearings, members of the public may **NOT** observe any hearing via ZoomGov web address or app. Members of the public may **ONLY** listen to non-evidentiary hearings, where no live testimony is being taken, via ZoomGov telephone conference line or in-person at the address listed above. If members of the public attempt to observe hearings remotely in any manner other than via ZoomGov telephone conference line, the Court will remove them from ZoomGov for the hearing(s). No members of the public will be permitted to observe, via telephone line or otherwise, trials, evidentiary hearings, hearings where live testimony will be taken, and hearings where sensitive information is being disseminated that may not be adequately safeguarded.

You may obtain the ZoomGov connection details by clicking the hyperlink below or copying and pasting the web address into your browser.

<https://forms.office.com/g/d3SqfMtsuv>

Neither a Zoom nor a ZoomGov account is necessary to participate, and no preregistration is required. The audio portion of each hearing will be recorded electronically by the Court and that recording will constitute its official record. Recording, retransmitting, photographing, or imaging Court proceedings by any means is strictly prohibited.

Docket 0

Tentative Ruling:

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT...

Chapter 0

- NONE LISTED -

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

9:25-11460 Ramiro Estrada Cerros

Chapter 7

#1.00 Hearing re: [10] Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: 2017 Cadillac CTS

Docket 10

Tentative Ruling:

February 10, 2026

Appearances waived. The Motion is granted pursuant to 11 U.S.C. §§ 362(d)(1) and (2) for the reasons stated *infra*. The request to waive Fed. R. Bankr. P. 4001(a)(4) is denied. Movant to lodge a conforming order within 7 days.

On January 15, 2026, American Heritage Credit Union ("Movant") filed that *Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362* (the "Motion") seeking to lift the automatic stay pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) in relation to a 2017 Cadillac CTS (the "Vehicle") of Ramiro Estrada Cerros (the "Debtor") on the grounds that (1) Movant's interest in the Vehicle is not protected by an adequate equity cushion and the fair market value of the Vehicle is declining, (2) Movant regained possession of the Vehicle post-petition on October 30, 2025, and (3) pursuant to 11 U.S.C. § 362(d)(2)(A), the Debtor has no equity in the Vehicle; and, pursuant to 11 U.S.C. § 362(d)(2)(B), the Vehicle is not necessary for an effective reorganization. *See* Docket No. 10, pp. 3-4.

In addition to lifting the stay, Movant requests (1) relief to proceed under applicable nonbankruptcy law to enforce its remedies to repossess and sell the Vehicle, and (2) waiver of the 14-day stay prescribed by Fed. R. Bankr. P. 4001(a)(3) [superseded by Fed. R. Bankr. P. 4001(a)(4)]. *See id.*, p. 5.

The Debtor contends that the Vehicle was repossessed prior to the petition being filed. *See* Docket No. 1, *Statement of Financial Affairs for Individuals Filing for Bankruptcy*, p. 33. The Debtor also, since they disclosed that the Vehicle was repossessed prior to the petition filing, did not list the Vehicle in their schedules.

The Motion and notice thereof were served upon the Debtor via U.S. Mail First class,

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Ramiro Estrada Cerros

Chapter 7

postage prepaid on January 15, 2026, notifying the Debtor that pursuant to this Court's Local Rule 9013-1(d), any opposition to the Motion must be filed and served no less than fourteen (14) days prior to the hearing on the Motion. *See id.*, *Proof of Service of Document*, p. 12. Pursuant to this Court's Local Rule 9013-1(h), "if a party does not timely file and serve documents, the court may deem this to be consent to the granting or denial of the motion, as the case may be." Neither the Debtor, nor any other party served with the Motion has timely filed an opposition to the Motion. The Court therefore takes the default of all non-responding parties, including the Debtor.

Analysis

11 U.S.C. § 362(d)(2)

Pursuant to 11 U.S.C. § 362(d)(2), "[o]n request of a party in interest and after notice and 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 with respect to a stay of an act against property under subsection (a) of this section, if (A) the debtor does not have an equity in such property and (B) such property is not necessary to an effective reorganization." "Since reorganization is not relevant in Chapter 7, the only issue is whether there is equity in the property." *In re Preuss*, 15 B.R. 896, 897 (9th Cir. BAP 1981).

Here, Movant first contends that its interest in the Vehicle is not adequately protected. Movant asserts a secured claim against the Vehicle in the amount of \$62,876.54 as of December 9, 2025. *See* Docket No. 10, p. 8. According to the J.D. Power report, the Vehicle has a fair market value of \$37,475.00. *See id.*, at *Exhibit C*. As there exists no equity in the Vehicle, and because the instant case is one under Chapter 7, the Motion is granted pursuant to 11 U.S.C. § 362(d)(2).

11 U.S.C. § 362(d)(1)

Pursuant to 11 U.S.C. § 362(d)(1), "[o]n request of a party in interest and after notice and 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 for cause, including the lack of adequate protection of an interest in property of such party in interest." Beyond the lack of adequate protection, "cause" is determined on a case-by-case basis. *See In re MacDonald*, 755 F.2d 715, 717 (9th Cir. 1985). The

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Ramiro Estrada Cerros

Chapter 7

failure of a debtor to make post-petition payments on a secured obligation may constitute cause. *See In re Watson*, 286 B.R. 594, 604 (Bankr. D. NJ 2002).

Here, Movant asserts a secured claim against the Property in the amount of \$62,876.54. *See* Docket No. 10, p. 8. Movant asserts that the Debtor is in arrears in the amount of \$4,038.44. *See id.* It appears that the Debtor's last monthly payment of \$1,209.61 was received by Movant on October 14, 2025. *See id.* The Court notes that Movant regained possession of the Vehicle post-petition on October 30, 2025. *See id.*, p. 9. However, Movant did not request that the stay be annulled retroactive to the petition date. *See id.*, p. 5, ¶ 4.

In light of the Debtor's failure to make postpetition payments, and the ever-eroding equity in the Vehicle due to the lack of payments, "cause" exists to lift the automatic stay pursuant to 11 U.S.C. § 362(d)(1).

Fed. R. Bankr. P. 4001(a)

The Court will not waive the 14-day stay under Fed. R. Bankr. P. 4001(a)(4) as no analysis has been provided by Movant as to why such relief is warranted.

Party Information

Debtor(s):

Ramiro Estrada Cerros

Represented By
Raj T Wadhwani

Movant(s):

American Heritage Credit Union

Represented By
Garry A Masterson

Trustee(s):

Amy L Goldman (TR)

Pro Se

United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

9:25-11612 Brett Christian Harrison

Chapter 7

#2.00 Hearing re: [15] Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: 2025 Toyota Tacoma 4WD

Docket 15

Tentative Ruling:

February 10, 2026

Appearances waived. The Motion is granted pursuant to 11 U.S.C. §§ 362(d)(1) and (2) for the reasons stated *infra*. The request to waive Fed. R. Bankr. P. 4001(a)(4) is denied. Movant to lodge a conforming order within 7 days.

On January 12, 2026, Toyota Motor Credit Corporation ("Movant") filed that *Notice of Motion and Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362* (the "Motion") seeking to lift the automatic stay pursuant to 11 U.S.C. §§ 362(d)(1) and (d)(2) in relation to a 2025 Toyota Tacoma 4WD (the "Vehicle") of Brett Christian Harrison (the "Debtor") on the grounds that (1) Movant's interest in the Vehicle is not protected by an adequate equity cushion and the fair market value of the Vehicle is declining, (2) proof of insurance regarding the Vehicle has not been provided to Movant, despite the Debtor's obligation to insure the collateral under the terms of Movant's contract with the Debtor, and (3) pursuant to 11 U.S.C. § 362(d)(2)(A), the Debtor has no equity in the Vehicle; and, pursuant to 11 U.S.C. § 362(d)(2)(B), the Vehicle is not necessary for an effective reorganization. *See* Docket No. 15, pp. 3-4.

In addition to lifting the stay, Movant requests (1) relief to proceed under applicable nonbankruptcy law to enforce its remedies to repossess and sell the Vehicle, and (2) waiver of the 14-day stay prescribed by Fed. R. Bankr. P. 4001(a)(3) [superseded by Fed. R. Bankr. P. 4001(a)(4)]. *See id.*, p. 5.

The Motion and notice thereof were served upon the Debtor via U.S. Mail First class, postage prepaid on January 12, 2026, notifying the Debtor that pursuant to this Court's Local Rule 9013-1(d), any opposition to the Motion must be filed and served no less than fourteen (14) days prior to the hearing on the Motion. *See id.*, *Proof of*

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Brett Christian Harrison

Chapter 7

Service of Document. Pursuant to this Court's Local Rule 9013-1(h), "if a party does not timely file and serve documents, the court may deem this to be consent to the granting or denial of the motion, as the case may be." Neither the Debtor, nor any other party served with the Motion has timely filed an opposition to the Motion. The Court therefore takes the default of all non-responding parties, including the Debtor.

Analysis

11 U.S.C. § 362(d)(2)

Pursuant to 11 U.S.C. § 362(d)(2), "[o]n request of a party in interest and after notice and 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 with respect to a stay of an act against property under subsection (a) of this section, if (A) the debtor does not have an equity in such property and (B) such property is not necessary to an effective reorganization." "Since reorganization is not relevant in Chapter 7, the only issue is whether there is equity in the property." *In re Preuss*, 15 B.R. 896, 897 (9th Cir. BAP 1981).

Here, Movant first contends that its interest in the Vehicle is not adequately protected. Movant asserts a secured claim against the Vehicle in the amount of \$53,667.55. *See* Docket No. 15, p. 8. According to the J.D. Power Used Cars/Trucks report, the Vehicle has a fair market value of \$48,800.00. *See id.*, at *Exhibit 4*. As there exists no equity in the Vehicle, and because the instant case is one under Chapter 7, the Motion is granted pursuant to 11 U.S.C. § 362(d)(2).

11 U.S.C. § 362(d)(1)

Pursuant to 11 U.S.C. § 362(d)(1), "[o]n request of a party in interest and after notice and 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 for cause, including the lack of adequate protection of an interest in property of such party in interest." Beyond the lack of adequate protection, "cause" is determined on a case-by-case basis. *See In re MacDonald*, 755 F.2d 715, 717 (9th Cir. 1985). The failure of a debtor to make post-petition payments on a secured obligation may constitute cause. *See In re Watson*, 286 B.R. 594, 604 (Bankr. D. NJ 2002). Courts have held that the failure of a debtor to maintain insurance over a secured creditor's

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Brett Christian Harrison

Chapter 7

collateral works as a failure to adequately protect the secured creditor in said collateral, and such lack of adequate protection constitutes cause to lift the stay. *See In re El Patio, Ltd.*, 6 BR 518, 522 (Bankr. C.D. Cal. 1980); *see also In re DB Capital Holdings, LLC*, 454 B.R. 804, 817 (Bankr. Colo. 2011); *In re Olayer*, 577 B.R. 464, 472 (Bankr. W.D. Pa. 2017) ("The failure to maintain adequate insurance to protect the value of estate assets is a breach of the debtor's fundamental obligations, needlessly expenses the estate to the risk of a catastrophic loss, and may constitute sufficient cause for stay relief.").

Here, Movant asserts a secured claim against the Property in the amount of \$53,667.55. *See* Docket No. 15, p. 8. Movant asserts that the Debtor is in arrears in the amount of \$3,963.87. *See id.* It appears that the Debtor's last monthly payment of \$932.68 was received by Movant on November 7, 2025. *See id.* Additionally, the Debtor has failed to provide Movant with evidence of insurance on the Vehicle. *See id.*, p. 10.

In light of the Debtor's failure to make postpetition payments, the ever-eroding equity in the Vehicle due to the lack of payments, and the failure to provide evidence of insurance on the Vehicle, "cause" exists to lift the automatic stay pursuant to 11 U.S.C. § 362(d)(1).

Fed. R. Bankr. P. 4001(a)

The Court will not waive the 14-day stay under Fed. R. Bankr. P. 4001(a)(4) as no analysis has been provided by Movant as to why such relief is warranted.

Party Information

Debtor(s):

Brett Christian Harrison

Represented By
Daniel A Higson

Movant(s):

Toyota Motor Credit Corporation

Represented By
Kirsten Martinez

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Brett Christian Harrison

Chapter 7

Trustee(s):

Amy L Goldman (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

9:25-11657 Brandin Alan Evans

Chapter 7

#3.00 Hearing re: [9] Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 2893 Capella Way, Thousand Oaks, California 91362

Docket 9

Tentative Ruling:

February 10, 2026

Appearances waived. The Court will deny the Motion pursuant to 11 U.S.C. § 362(d)(1) for the reasons stated *infra*. Movant is to lodge a conforming order within 7 days.

NewRez LLC d/b/a Shellpoint Mortgage Servicing as servicer for The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates ("Movant") seeks a lifting of the automatic stay pursuant to 11 U.S.C. § 362(d)(1) in relation to the residential real property located at 2893 Capella Way, Thousand Oaks, CA 91362 (the "Property") of Brandin Alan Evans (the "Debtor") on the grounds that Movant's interest in the Property is not protected by an adequate equity cushion and payments are not being made to Movant. *See Docket No. 9, Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 – Real Property* (the "Motion").

In addition to lifting the stay, Movant requests relief to (1) proceed under applicable nonbankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property, (2) at its option, offer, provide and enter into a potential forbearance agreement or other loan workout/loss mitigation agreement by contacting the Debtor, and (3) waiver of the 14-day stay pursuant to Fed. R. Bankr. P. 4001(a)(3) [superseded by Fed. R. Bankr. P. 4001(a)(4)]. *See id.*, p. 5.

The Motion and notice thereof were served upon the Debtor via U.S. Mail First class, postage prepaid on January 15, 2026, notifying the Debtor that pursuant to this Court's Local Rule 9013-1(d), any opposition to the Motion must be filed and served no less than fourteen (14) days prior to the hearing on the Motion. *See id.*, *Proof of*

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Brandin Alan Evans

Chapter 7

Service of Document, p. 12. Pursuant to this Court's Local Rule 9013-1(h), "if a party does not timely file and serve documents, the court may deem this to be consent to the granting or denial of the motion, as the case may be." Neither the Debtor, nor any other party served with the Motion has timely filed an opposition to the Motion. The Court therefore takes the default of all non-responding parties, including the Debtor.

Legal Standard

Pursuant to 11 U.S.C. § 362(d)(1), "[o]n request of a party in interest and after notice and 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 [] 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). While the term "adequate protection" is not defined in the Code, 11 U.S.C. § 361 sets forth three non-exclusive examples of what may constitute adequate protection: 1) periodic cash payments equivalent to decrease in value, 2) an additional or replacement lien on other property, or 3) other relief that provides the indubitable equivalent. *See In re Mellor*, 734 F.2d 1396, 1400 (9th Cir. 1984). "Equity cushion" is defined as the value in the property, above the amount owed to the creditor with a secured claim, that will shield that interest from loss due to any decrease in the value of the property during the time the automatic stay remains in effect. *Id.* at 1397. "Equity," as opposed to "equity cushion," is the value, above all secured claims against the property that can be realized from the sale of the property for the benefit of the unsecured creditors. *Id.*

"Although the existence of an equity cushion as a method of adequate protection is not specifically mentioned in § 361, it is the classic form of protection for a secured debt justifying the restraint of lien enforcement by a bankruptcy court." *Id.* (internal citations omitted). "In fact, it has been held that the existence of an equity cushion alone, can provide adequate protection." *Id.* (internal citations omitted). "A sufficient equity cushion has been found to exist although not a single mortgage payment had been made." *Id.* (internal citations omitted). "A 20% cushion has been held to be an adequate protection for a secured creditor." *Id.* at 1401 (internal citations omitted).

Analysis

Here, Movant first contends that arrearages total \$84,353.88, which represents thirty

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Brandin Alan Evans

Chapter 7

(30) unpaid payments (as of the date of the Motion) with a payment of \$3,125.15 becoming due January 1, 2026. *See* Docket No. 9, p. 8.

Movant further contends that its interest in the Property is not adequately protected. Movant asserts a secured claim against the Property in the amount of \$559,190.81. *See id.*, p. 7. As of the petition date of December 4, 2025, Movant asserts that the fair market value of the Property is \$850,000.00 per the Debtor's *Schedule D: Creditors Who Have Claims Secured by Property*. *See id.*, at *Exhibit D*. Movant asserts that it maintains an equity cushion in the Property. *See id.*, p. 8. Movant asserts that the equity cushion in the Property exceeding Movant's lien is \$219,809.19 or 25.85% of the fair market value of the Property. *See id.* However, the Court calculates the equity cushion exceeding Movant's claim to be \$290,809.19 or 34.21% of the fair market value of the Property. Subtracting the total liens on the Property (including Movant's lien, the junior lien of Accredited Surety & Casualty in the amount of \$50,000.00, and the junior lien of Verdigris Homeowners Association in the amount of \$21,000.00) the Debtor's equity in the Property is \$219,809.19. *See id.*

Movant enjoys a 34.21% equity cushion, which is greater than the 20% cushion found adequate in *In re Mellor*. Movant is adequately protected. Therefore, the Court denies the Motion.

Party Information

Debtor(s):

Brandin Alan Evans

Represented By
Sina Maghsoudi

Movant(s):

NewRez LLC d/b/a Shellpoint

Represented By
Jacqueline D Serrao

Trustee(s):

Jeremy W. Faith (TR)

Pro Se

United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

9:25-11675 Juventino V. Rivera, Jr.

Chapter 7

#4.00 Hearing re: [11] Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: 2022 BMW 3 Series 330i Sedan 4D, VIN: WBA5R1C04NFL78627

Docket 11

Tentative Ruling:

February 10, 2026

Appearances waived. The Motion is granted pursuant to 11 U.S.C. §§ 362(d)(1) and (2) for the reasons stated *infra*. The request to waive Fed. R. Bankr. P. 4001(a)(4) is denied. Movant to lodge a conforming order within 7 days.

On January 12, 2026, BMW Bank of North America ("Movant") filed that *Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362* (the "Motion") seeking to lift the automatic stay pursuant to 11 U.S.C. § 362(d)(1) and 11 U.S.C. § 362(d)(2) in relation to a 2022 BMW 3 Series 330i Sedan 4D (the "Vehicle") of Juventino V. Rivera, Jr., (the "Debtor") on the grounds that (1) Movant's interest in the Vehicle is not protected by an adequate equity cushion and the fair market value of the Vehicle is declining, and (2) pursuant to 11 U.S.C. § 362(d)(2)(A), the Debtor has no equity in the Vehicle; and, pursuant to 11 U.S.C. § 362(d)(2)(B), the Vehicle is not necessary for an effective reorganization. *See* Docket No. 11, p. 3-4.

In addition to lifting the stay, Movant requests (1) relief to proceed under applicable nonbankruptcy law to enforce its remedies to repossess and sell the Vehicle, and (2) waiver of the 14-day stay prescribed by Fed. R. Bankr. P. 4001(a)(4). *See id.*, p. 5.

The Motion and notice thereof were served upon the Debtor via U.S. Mail First class, on January 9, 2026, notifying the Debtor that pursuant to this Court's Local Rule 9013-1(d), that any opposition to the Motion must be filed and served no less than fourteen (14) days prior to the hearing date on the Motion. *See id.*, *Proof of Service of Document*. Pursuant to this Court's Local Rule 9013-1(h), "if a party does not timely file and serve documents, the court may deem this to be consent to the granting or denial of the motion, as the case may be." Neither the Debtor, nor any other party served with the Motion has timely filed an opposition to the Motion. The Court

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Juventino V. Rivera, Jr.

Chapter 7

therefore takes the default of all non-responding parties, including the Debtor.

Analysis

11 U.S.C. § 362(d)(2)

Pursuant to 11 U.S.C. § 362(d)(2), "[o]n request of a party in interest and after notice and 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 with respect to a stay of an act against property under subsection (a) of this section, if (A) the debtor does not have an equity in such property and (B) such property is not necessary to an effective reorganization." "Since reorganization is not relevant in Chapter 7, the only issue is whether there is equity in the property." *In re Preuss*, 15 B.R. 896, 897 (9th Cir. BAP 1981).

Movant first contends that its interest in the Vehicle is not adequately protected. Movant asserts a secured claim against the Vehicle in the amount of \$32,881.70 as of December 22, 2025. *See* Docket No. 11, p. 8. According to the Kelley Blue Book report, the Vehicle has a fair market value of \$23,385.00. *See id.*, at *Exhibit 3*. As there exists no equity in the Vehicle, and because the instant case is one under Chapter 7, the Motion is granted pursuant to 11 U.S.C. § 362(d)(2).

11 U.S.C. § 362(d)(1)

Pursuant to 11 U.S.C. § 362(d)(1), "[o]n request of a party in interest and after notice and 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 for cause, including the lack of adequate protection of an interest in property of such party in interest." Beyond the lack of adequate protection, "cause" is determined on a case-by-case basis. *See In re MacDonald*, 755 F.2d 715, 717 (9th Cir. 1985). The failure of a debtor to make post-petition payments on a secured obligation may constitute cause. *See In re Watson*, 286 B.R. 594, 604 (Bankr. D. NJ 2002).

Here, Movant asserts a secured claim against the Vehicle in the amount of \$32,881.70. *See* Docket No. 11, p. 8. Movant asserts that the Debtor is in arrears in the amount of \$3,586.50. *See id.* It appears that the Debtor's last monthly payment of \$897.30 was received by Movant on September 26, 2025. *See id.*

In light of the Debtor's failure to make post-petition payments, and the ever-eroding equity in the Vehicle due to the lack of payments, cause exists to lift the automatic

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Juventino V. Rivera, Jr.

Chapter 7

stay pursuant to 11 U.S.C. § 362(d)(1).

Fed. R. Bankr. P. 4001(a)

The Court will not waive the 14-day stay under Fed. R. Bankr. P. 4001(a)(4) as no analysis has been provided by Movant as to why such relief is warranted.

Party Information

Debtor(s):

Juventino V. Rivera Jr.

Represented By
Karen Ware

Movant(s):

BMW Bank of North America

Represented By
Kristin A Schuler-Hintz

Trustee(s):

Jeremy W. Faith (TR)

Pro Se

United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

9:25-11575 Terri Eileen Hilliard Olson

Chapter 13

#5.00 Hearing re: [24] Notice of motion and motion for relief from automatic stay with supporting declarations ACTION IN NON-BANKRUPTCY FORUM RE: Jeffrey Braxton Stern and Savanna Olson Stern vs. Terri E. Hilliard Olson and Terri E. Hilliard, PC, pending litigation subject to current EXTENDED TOLLING AGREEMENT

Docket 24

Tentative Ruling:

February 10, 2026

Appearances required. The Court is inclined to deny the Motion.

Jeffrey Stern and Savanna Olson Stern ("Movants") seek a lifting of the automatic stay pursuant to 11 U.S.C. § 362(d)(1) to proceed against the debtor Terri Eileen Hilliard Olson (the "Debtor"), in the apparently non-filed nonbankruptcy action *Jeffrey Braxton Stern and Savanna Olson Stern* (the "Nonbankruptcy Action"), that is subject to that *Extended Tolling Agreement* (the "Agreement"). *See Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (Action in Non-Bankruptcy Forum)* (the "Motion") (Docket No. 24).

Movants seek relief from stay on the grounds that (1) Movants seek recovery primarily from third parties and agree that the stay will remain in effect as to enforcement of any resulting judgment against the Debtor or bankruptcy estate, except that Movants will retain the right to file a proof of claim under 11 U.S.C. § 501 and/or an adversary complaint under 11 U.S.C. § 523 or § 727 in this bankruptcy case, (2) the claims are nondischargeable in nature and can be most expeditiously resolved in the nonbankruptcy forum, and (3) the claims arise under nonbankruptcy law and can be most expeditiously resolved in the nonbankruptcy forum. *See id.*, p. 3.

Movants also request relief (1) to proceed under applicable nonbankruptcy law to enforce its remedies to proceed to final judgement in the nonbankruptcy forum, provided that the stay remains in effect with respect to enforcement of any judgment against the Debtor or property of the Debtor's bankruptcy estate, (2) for waiver of the 14-day stay prescribed by FRBP 4001(a)(3) [superseded by FRBP. 4001(a)(4)], (3) the

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Terri Eileen Hilliard Olson

Chapter 13

order be binding and effective in any bankruptcy case commenced by or against the Debtor for a period of 180 days, so that no further automatic stay shall arise in that case as to the Nonbankruptcy Action, and (4) the order be binding and effective in any future bankruptcy case, no matter who the debtor may be, without further notice. *See id.*, p. 4.

The Motion and notice thereof were served upon the Debtor via U.S. Mail First class, postage prepaid on January 13, 2026, notifying the Debtor that pursuant to this Court's Local Rule 9013-1(d), any opposition to the Motion must be filed and served no less than fourteen (14) days prior to the hearing on the Motion. *See id.*, *Proof of Service of Document*, p. 8. Pursuant to this Court's Local Rule 9013-1(h), "if a party does not timely file and serve documents, the court may deem this to be consent to the granting or denial of the motion, as the case may be." Neither the Debtor, nor any other party served with the Motion has timely filed an opposition to the Motion. The Court therefore takes the default of all non-responding parties, including the Debtor.

Analysis

Pursuant to 11 U.S.C. § 362(d)(1), "[o]n request of a party in interest and after notice and 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 for cause, including the lack of adequate protection of an interest in property of such party in interest." Beyond the lack of adequate protection, "cause" is determined on a case-by-case basis. *See In re MacDonald*, 755 F.2d 715, 717 (9th Cir. 1985). "Courts in the Ninth Circuit have granted stay relief to permit the conclusion of pending litigation in a nonbankruptcy forum when the litigation involves multiple parties or is ready for trial." *In re Wang*, 2010 WL 6259970 *5 (9th Cir. BAP 2010)(citing *In re Tucson Estates, Inc.*, 912 F.2d 1162, 1169 (9th Cir. 1990). "Courts have also considered whether permitting the conclusion of pending litigation is in the interest of judicial economy or within the expertise of a state court." *Id.* (citing *In re MacDonald*, 755 F.2d 715 at 717).

"Courts evaluate several non-exclusive factors to determine if cause exists to permit pending litigation to continue in another forum [including:]

- (1) Whether the relief will result in a partial or complete resolution of the issues;

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT...

Terri Eileen Hilliard Olson

Chapter 13

- (2) The lack of any connection with or interference with the bankruptcy case;
- (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 creditor's committee and other interested parties;
- (8) Whether the judgment claim arising from the foreign action is subject to equitable subordination;
- (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 and the 'balance of the hurt.'"

Id. (citing *In re Curtis*, 40 B.R. 795, 799-800 (Bankr. D. Ut. 1984); *In re Plumberex Specialty Prods., Inc.*, 311 B.R. 551, 559 (Bankr. C.D. Cal. 2004); *In re Sonnax Indus., Inc.*, 907 F.2d 1280, 1286 (2d Cir. 1990); *In re Smith*, 389 B.R. 902, 918-919 (Bankr. D. Nev. 2008).

"A motion for stay relief is a summary proceeding." *In re Santa Clara County Fair Ass'n, Inc.*, 180 B.R. 564, 566 (9th Cir. BAP 1995)(citing *In re Computer Communications, Inc.*, 824 F.2d 725, 729 (9th Cir. 1987)). "In a summary proceeding, the court's discretion is broad." *Id.*

The Status of the Bankruptcy Case

The Debtor does not appear to list Movants on her schedules. **[FN 1]** On November

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Terri Eileen Hilliard Olson

Chapter 13

21, 2025, the Debtor filed that *Original Chapter 13 Plan* (the "Plan"). *See* Docket No. 5. Movants filed Claim No. 11. *See* Claim No. 11.

Curtis Factors

Whether the relief will result in a partial or complete resolution of the issues

The Motion indicates the Nonbankruptcy Action was filed on November 21, 2023. *See id.*, p. 5, ¶ 5.c. [FN 2] However, the Motion also appears to indicate that no such action has been filed to date. *See id.*, ¶ 4. If there is no pending action, and all that exists is the Agreement, the Court is uncertain of the relief sought. Are Movants seeking solely to further extend the Agreement? If so, is this not resolved through 11 U.S.C. § 108(c)? No matter, lifting the stay, without a matter even pending, will not result in a partial or full resolution of the issues, at least not on the record confronting the Court.

This factor weighs in favor of denying the Motion.

The lack of any connection with or interference with the bankruptcy case

If the stay is to be lifted to allow a complaint to be filed in the state court, anew, there will be interference with the bankruptcy case in that resources of the bankruptcy estate will be required to employ counsel and to litigate the matter to conclusion.

This factor weighs in favor of denying the Motion.

Whether the foreign proceeding involves the debtor as a fiduciary

While it does not appear that a complaint has been filed in the Nonbankruptcy Action, the Motion indicates that the would-be causes of action in the Nonbankruptcy Action are "Professional Legal Malpractice and Negligence; Breach of Fiduciary Duty". *See* Docket No. 24, p. 3, ¶ 2.d.

Therefore, this factor weighs in favor of Movants.

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

The Nonbankruptcy Action, if a case is initiated, would appear to involve causes of action for "Professional Legal Malpractice and Negligence; Breach of Fiduciary

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Terri Eileen Hilliard Olson

Chapter 13

Duty". *See* Docket No. 24, p. 3, ¶ 2.d. The State Court is not a specialized tribunal, and there is not a specialized expertise required of the State Court to hear the Nonbankruptcy Action. *See In re Curtis*, 40 B.R. 795 at 800 (specialized tribunals such as a board of contract appeals, state compensation panel, and state courts related to issues such as "unsettled questions of state property law...").

This factor weighs in favor of denial of the Motion.

Whether the debtor's insurance carrier has assumed full financial responsibility for defending the litigation

Movant asserts that the insurance provider is "Starstone Specialty Insurance Company, policy number unknow at this time". *See* Docket No. 24, p. 6, ¶ 5.c. No more is provided.

This factor weighs in favor of denying the Motion.

Whether the action essentially involves third parties, and the debtor functions only as a bailee or conduit for the goods or proceeds in question

Movants assert that the Nonbankruptcy Action is between Movants, the Debtor, and "non-debtor party . . . Terri E. Hillard, P.C." and is not based on goods on which the Debtor functions as a bailee or conduit for. *See id.* ¶ 5.d.3.

This factor weighs in favor of denying the Motion.

Whether the litigation in another forum would prejudice the interests of other creditors, the creditor's committee and other interested parties

As there exists no pending litigation, this factor cannot be analyzed.

This factor weighs in favor of denying the Motion.

Whether the judgment claim arising from the foreign action is subject to equitable subordination

This factor is not applicable to the Debtor.

Whether movant's success in the foreign proceeding would result in a judicial lien avoidable by the debtor under Section 522(f)

United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... **Terri Eileen Hilliard Olson**

Chapter 13

This factor is not applicable to the Debtor.

The interests of judicial economy and the expeditious and economical determination of litigation for the parties

There is no evidence before the Court that a complaint in the Nonbankruptcy Action was filed. Movants have filed a proof of claim to liquidate their claim in this Court.

This factor weighs in favor of denial of the Motion.

Whether the foreign proceedings have progressed to the point where the parties are prepared for trial

No complaint has been filed.

This factor weighs in favor of denial of the Motion.

The impact of the stay and the 'balance of the hurt'

No evidence of the impact of the stay and the balance of hurt has been provided by Movant.

This factor weighs in favor of denial of the Motion.

[FN 1] The Debtor lists a claimant "Savanna Olson" as disputed, unsecured non-priority creditor, with a claim of \$0.00, on that *Schedule E/F*, but this claim appears to be for another action in nonbankruptcy forum for which the Court already granted relief from stay. *See Docket No. 1, Schedule E/F: Creditors Who Have Unsecured Claims*, p. 8; *see also Docket No. 26*.

[FN 2] The November 21, 2023, filing date seems to relate to another nonbankruptcy action for which the Court has already granted stay relief. *See id.*, at *Exhibit B*, *see also Docket Nos. 25-26*.

Party Information

Debtor(s):

Terri Eileen Hilliard Olson

Represented By
Jeffrey J Hagen

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Terri Eileen Hilliard Olson

Chapter 13

Movant(s):

Jeffrey and Savanna Stern

Represented By
Randall V Sutter

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

9:25-11708 Steven Alan Pritz

Chapter 13

#6.00 CONT'D Hearing re: [26] Motion for relief from the automatic stay pursuant to 11 U.S.C. § 362 and 28 U.S.C. § 1334 (c)(1) RE: Superior Court of San Luis Obispo Case Number 20CV-0506

fr. 1-27-26,

Docket 26

Tentative Ruling:

February 10, 2026

Appearances required.

Background

On August 25, 2025, Steven Alan Pritz (the "Debtor") filed a petition for relief under Chapter 13 of Title 11 of the United States Code. *See* Case No. 9:25-bk-11122-RC (the "First Case"). The First Case was dismissed on December 11, 2025, arising from the Chapter 13 confirmation hearing. *See* the First Case, Docket No. 82.

On December 17, 2025 (the "Petition Date"), the Debtor filed a further voluntary Chapter 13 petition for relief under Title 11 of the United States Code. *See* Case No. 9:25-bk-11708-RC (this "Case") (hereinafter all citations to the Docket will refer to this Case unless otherwise specified). On December 19, 2025, the Debtor filed that *Notice of Motion and Motion in Individual Case for Order Imposing a Stay or Continuing the Automatic Stay as the Court Deems Appropriate* (the "Stay Motion") concurrently with that *Application for Order Setting Hearing on Shortened Notice* (the "Application"). *See* Docket Nos. 7, 9. On December 22, 2025, the Court entered that *Order: Denying Application for Order Setting Hearing on Shortened Notice* (the "Order"). *See* Docket No. 19. The Order provided that "[t]he Application is denied. The motion may be brought on regular notice pursuant to LBRs." *See id.*, p. 2.

On December 24, 2025, FTP Ranch, LLC fka 420 Plenty, LLC, William Campoy and Dr. David Fish ("Movants") filed that *Notice of Motion for: Motion for Relief from*

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Steven Alan Pritz

Chapter 13

Automatic Stay (the "Notice") together with that *Memorandum of Points and Authorities to the Motion for Relief from the Automatic Stay* (the "Memo"). See Docket No. 26. Through the Notice and Memo, Movant appears to be requesting relief from stay, in the nonbankruptcy action *420 Plenty LLC, et. al. v. Steven A. Pritz, et al.* (20CV-0506) (the "Nonbankruptcy Action"), pending before the Superior Court for the State of California, San Luis Obispo County, as to the Debtor. *See id.*

Movant seeks relief from stay on the grounds that (1) mandatory abstention applies under 28 U.S.C. § 1334(c), (2) if mandatory abstention is not appropriate, discretionary abstention applies, and (3) the bankruptcy case was filed in bad faith. *See id.*

The Notice and Memo were served upon the Debtor via U.S. Mail First class, postage prepaid on December 24, 2025, notifying the Debtor that pursuant to this Court's Local Rule 9013-1(d), any opposition must be filed and served no less than fourteen (14) days prior to the hearing on the Motion. *See id., Proof of Service of Document*, p. 3.

On January 6, 2026, the Debtor filed *Debtor Steven Alan Pritz's Opposition to Motion for Relief from Automatic Stay* (the "Opposition"). See Docket No. 40. In the Opposition, the Debtor asserts that (1) Movants have not established standing, (2) "[t]he Motion [s]eeks an [e]nd-[r]un [a]round [c]ore [b]ankruptcy [a]dministration of [e]state [p]roperty, (3) Movants do not establish cause under 11 U.S.C. § 362(d)(1), and (4) if the Court grants the Motion, relief must be narrowly tailored. *See id.*

Analysis

Pursuant to this Court's Local Bankruptcy Rule 9013-1(c) "(3) Motion. There must be served and filed with the motion and as a part thereof: (A) A written statement of all reasons in support thereof, together with a memorandum of the points and authorities upon which the moving party will rely. Unless warranted by special circumstances of the motion, or otherwise ordered by the court, a memorandum of points and authorities is not required for applications to retain or compensate professionals, motions for relief from automatic stay, or motions to sell, use, lease, or abandon estate assets."

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Steven Alan Pritz

Chapter 13

Pursuant to this Court's Local Bankruptcy Rule 4001-1(b)(1) "[a]n entity seeking relief from the automatic stay, extension of the stay, imposition of the stay, or confirmation that the stay is terminated or no longer in effect, must file a motion using the court-mandated F 4001-1 series of form motions. The failure to use the mandatory forms may result in the denial of the motion or the imposition of sanctions."

As a preliminary matter, Movants did not file a motion seeking relief from stay using a court-mandated F 4001-1 series of form motion in compliance with this Court's Local Bankruptcy Rule 4001-1(b)(1). *See* F 4001-1.RFS.NONBK.MOTION (found on the Court's website) [FN 1]. In fact, the Court does not find an actual "motion" as having been filed on the docket in compliance with this Court's Local Bankruptcy Rule 9013-1(c)(3)(a). The Notice and Memo filed by Movants lack crucial, necessary information for the Court to grant the relief requested.

Even if the Court were to overlook the deficiencies with Movant's papers, which it will not, the Court notes that the stay has already expired as to the Debtor and the Debtor's property.

Pursuant to 11 U.S.C. § 362(c)(3)(A), where a Chapter 13 case is filed by a debtor, and where that debtor also had a Chapter 13 case dismissed within the year prior, "the stay under subsection (a) with respect to any action taken with respect to a debt or property securing such debt or with respect to any lease shall terminate with respect to the debtor on the 30th day after the filing of the later case." 11 U.S.C. § 362(c)(3)(A). The court may extend the stay upon the motion of a party in interest "after notice and a hearing completed before the expiration of the 30-day period only if the party in interest demonstrates that the filing of the later case is in good faith as to the creditors to be stayed." 11 U.S.C. § 362(c)(3)(B).

"The majority interpretation [of 11 U.S.C. § 362(c)(3)(A)] finds the phrase 'with respect to the debtor' to be both critical and unambiguous, and concludes that on the 30th day after the petition date, the automatic stay terminates only with respect to the debtor and the debtor's property, but not as to property of the estate." *In re Reswick*, 446 B.R. 362, 365-366 (9th Cir. BAP 2011); *see also In re Thu Thi Dao*, 616 B.R. 103, 106 (Bankr. E.D. Cal. 2020); *In re Rinard*, 451 B.R. 12, 17 (C.D. Cal. 2011); *In re Madson*, 2022 WL 1272583 (E.D. Cal. April 27, 2022). "The plain text of § 362(c)(3)(A) is crystal clear that the automatic stay is terminated with respect to the [d]ebtor.

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

CONT... Steven Alan Pritz

Chapter 13

There is no mention of the [e]state in the text." *In re Rinard*, 451 B.R. at 19–20.

Pursuant to 11 U.S.C. § 362(c)(3)(B), the debtor or any other interested party may seek to extend the automatic stay that otherwise would expire thirty days after the second petition is filed. The movant must demonstrate that the case was filed "in good faith as to the creditors to be stayed." *In re Sill*, 2018 WL 2728836, at *2 (9th Cir. BAP June 6, 2018) (*citing Reswick v. Reswick (In re Reswick)*, 446 B.R. 362, 368–69 (9th Cir. BAP 2011)).

Pursuant to 11 U.S.C. § 362(c)(3)(B), the hearing with respect to the stay extension motion must be "completed before the expiration of the 30-day period" under 11 USC § 362(c)(3)(A). "If the notice and hearing are not completed within this [30–day] period, the automatic stay terminates by operation of law pursuant to § 362(c)(3)(A)." *In re Garrett*, 357 B.R. 128, 131 (Bankr. C.D. Ill. 2006); *see also In re Toro–Arcila*, 334 B.R. 224, 226 (Bankr. S.D. Tex. 2005) ("Relief under § 362(c)(3)(B) may only be granted after notice and a hearing completed before the expiration of the 30–day period.").

Based on the majority view of the application of 11 U.S.C. § 362(c)(3)(A) *supra*, which this Court adopts, the automatic stay terminated as to the Debtor and the Debtor's property on the 30th day after the Petition Date in this Case.

The Debtor filed the petition in this Case on December 17, 2025. The Prior Case was dismissed on December 11, 2025, which is within the year prior to the Petition Date in this Case. Therefore, the stay terminated on the 30th day of filing this Case or on January 16, 2026, as to Debtor and property of the Debtor pursuant to 11 U.S.C. § 362(c)(3)(A). The Debtor has not properly filed and noticed a motion for continuation of the automatic stay to date. Consequently, the stay has already terminated as to Debtor and property of Debtor.

[FN 1] F 4001-1.RFS.NONBK.MOTION specifically provides that "[t]his form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California."

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

9:00 AM

**CONT... Steven Alan Pritz
January 27, 2026**

Chapter 13

Appearances waived.

The hearing on the motion is continued to February 10, 2026, at 9:00 a.m.

Party Information

Debtor(s):

Steven Alan Pritz Pro Se

Movant(s):

E. Jay Gotfredson & Associates Represented By
E Jay Gotfredson

Trustee(s):

Elizabeth (ND) F Rojas (TR) Pro Se

United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar

Tuesday, February 10, 2026

Hearing Room 201

1:00 PM

9:25-10497 Wayne Carl Fulton and Linda Scanlin Fulton

Chapter 13

#7.00 CONT'D Hearing re: [39] Objection to claimed exemption in homestead

fr. 9-9-25, 11-4-25, 12-9-25

Docket 39

***** VACATED *** REASON: Case dismissed 12/24/2025**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Wayne Carl Fulton

Represented By
Jenny L Doling

Joint Debtor(s):

Linda Scanlin Fulton

Represented By
Jenny L Doling

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar

Tuesday, February 10, 2026

Hearing Room 201

1:00 PM

9:24-10388 Silvestre Zarate Barriga

Chapter 13

#8.00 Hearing re: [63] Application to employ Consumer Law Experts, PC as litigation counsel for debtor, effective April 24, 2023

Docket 63

Tentative Ruling:

February 10, 2026

Appearances required.

Background

On April 12, 2024 (the "Petition Date"), Silvestre Zarate Barriga (the "Debtor") filed a voluntary petition for relief pursuant to Chapter 13 of Title 11 of the United States Code. *See Docket No. 1, Voluntary Petition for Individuals Filing for Bankruptcy.* In their schedules, the Debtor disclosed a single litigation pending within a year preceding the Petition Date, a personal injury matter titled Hernandez v. Zarate, pending in the County of Ventura. *See Docket No. 18, Statement of Financial Affairs for Individuals Filing for Bankruptcy*, p. 34. The Debtor disclosed that they had no "[c]laims against third parties, whether or not [they had] filed a lawsuit or made a demand for payment." *See id.* at p. 7, *Schedule A/B: Property*.

On September 17, 2025, nearly a year and a half after the Petition Date, and after the Court confirmed the Debtor's Chapter 13 plan, the Debtor amended their schedules, now disclosing a "Lemon Law Claim against GM" valued at \$88,000 (the "Action"). *See Docket No. 52, Schedule A/B: Property*, p. 8. The very next day, on September 18, 2025, the Debtor filed *Debtor's Motion for Authorization to Settle a Pre-Petition Claim* (the "9019 Motion"), seeking this Court's approval to settle the Action under Fed. R. Bankr. P. 9019. *See Docket No. 54.* Therein, the Debtor disclosed that the Action "was filed in 2023." *See id.* at pp. 2-3. An attachment to the 9019 Motion provides that GM was prepared to resolve the Action for \$88,000, plus payment of attorneys' fees of \$20,000, or, if the Debtor elects, the Debtor could file a motion with the state court to determine their reasonable attorneys' fees and costs. *See Docket No. 54-1*, pp. 3-4. The proposal to settle appears to have been accepted by the Debtor on April 25, 2025, nearly five (5) months before the Action was disclosed in the

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

1:00 PM

CONT... Silvestre Zarate Barriga

Chapter 13

bankruptcy case. *See id.* at p. 3. On October 15, 2025, the Court entered that *Order Denying Debtor's Motion for Authorization to Settle a Pre-Petition Claim Zarate*, denying the 9019 Motion for numerous reasons, including the fact that no authority was provided in support of paying counsel employed by the Debtor pre-petition, for the post-petition settlement, and without employment of counsel by the Court. *See* Docket No. 58.

To be clear, the Debtor, through the 9019 Motion, sought to settle the Action, which was only disclosed a day prior to filing the Motion, and nearly a year and a half after the Petition Date, and in settling the Action, this Court was to approve of a payment of \$20,000, or more, to counsel that this Court had never been made aware was ever representing the Debtor.

On November 12, 2025, one-year-seven months after the Petition Date, the Debtor filed that *Application to Employ Consumer Law Experts, PC as Special Litigation Counsel for Debtor to Settle Pre-Petition Claims, Effective April 24, 2023* (the "Application"). *See* Docket No. 60. The Application seeks employment of Consumer Law Experts, PC ("CLE") pursuant to 11 U.S.C. § 327(d). *See id.* at p. 3, lines 9-15. The Application provides that CLE is to be paid a contingency fee of \$14,157.08, but this does not include the \$20,000 in attorneys' fees that GM has offered to settle the matter. So, despite it attorneys' fees having been paid through the settlement, CLE would also take \$14,157.08 more. It seems that the fee to CLE disclosed in the 9019 Motion was incorrect.

On December 16, 2025, the Court entered that *Order Setting Application to Employ Consumer Law Experts, PC as Litigation Counsel for Debtor, Effective April 24, 2023 for Hearing*. *See* Docket No. 69.

On January 30, 2026, the Debtor filed that *Declaration of Silvestre Zarate in Support of Motion to Employ Consumer Law Experts, PC as Litigation Counsel*. *See* Docket No. 74.

Analysis

It seems in reviewing the Application that the Debtor takes the position that CLE must be employed by the Court to entitle it to payment from the Action. With the Debtor's legal position here, the Court continues.

**United States Bankruptcy Court
Central District of California
Northern Division**

Tuesday, February 10, 2026

Hearing Room 201

1:00 PM

CONT... **Silvestre Zarate Barriga**
11 U.S.C. § 327(d)

Chapter 13

Pursuant to 11 U.S.C. § 327(d), "[t]he court may authorize the trustee to act as attorney or accountant for the estate if such authorization is in the best interest of the estate." Section 327(d) of the Bankruptcy Code does not apply here unless the Debtor is also a member of CLE. If the facts are as the Court believes them to be, meaning the Debtor is nothing more than a client of CLE, the Application is denied, as the grounds moved under to employ CLE do not apply.

Amount of Fee

The amount of the fee suggested is not clear to the Court. Is CLE seeking the attorneys' fee award portion of the settlement, or the attorneys' fee award plus a contingency from the \$88,000?

Party Information

Debtor(s):

Silvestre Zarate Barriga

Represented By
Bryan Diaz

Movant(s):

Silvestre Zarate Barriga

Represented By
Bryan Diaz

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar

Tuesday, February 10, 2026

Hearing Room 201

1:00 PM

9:24-10756 Peter David Slingerland

Chapter 13

#9.00 Hearing re: [46] Debtor's motion for authority to refinance
real property under LBR 3015-1(p)

Docket 46

*** VACATED *** REASON: Withdrawal of motion filed 2/2/2026

Tentative Ruling:

February 10, 2026

Appearances required.

On July 9, 2024, Peter David Slingerland (the "Debtor") filed a voluntary petition for relief pursuant to Chapter 13 of Title 11 of the United States Code. *See Docket No. 1, Voluntary Petition for Individuals Filing for Bankruptcy.* The Debtor's *1st Amended Chapter 13 Plan* (the "Plan") called for payments totaling \$109,044, with just \$28.99 to be paid to unsecured non-priority creditors. *See Docket No. 21, p. 3.* The Court confirmed the Plan on February 11, 2025. *See Docket No. 31, Order Confirming Chapter 13 Plan.* As of August 26, 2025, \$69,900.27, plus the fees of the Chapter 13 trustee were remaining to be paid under the Plan. *See Docket No. 40, Status Report.*

On December 30, 2025, the Debtor filed *Debtor's Motion for Authority to Refinance Real Property Under LBR 3015-1(p)* (the "Motion"). *See Docket No. 46.* The Debtor, through the Motion, sought to refinance that parcel of real property located at 2380 Chippewa Lane, Ventura, CA. *See id.* at p. 4. Of the refinance proceeds, \$244,430.61 was to be paid to Shellpoint, and \$70,23753 would remain to pay 100% of claims against the Debtor in the instant case. *See id.* According to that *Estimated Refinance Statement*, however, \$260,756.85 would be paid to Shellpoint, and \$69,900.27 would be utilized to make the payments to creditors. *See id.* at p. 26. Importantly, the Motion disclosed that 100% of all claims would be paid, and not just the amounts that are to be paid under the Plan.

On January 15, 2026, the Chapter 13 trustee filed *Trustee's Comments or Objection*, wherein the trustee opposes the Motion based on what the trustee believes to be an estimated payoff of \$102,000 to pay claims in full, more than the \$69,900.27 that would remain under the proposed refinancing. *See Docket No. 47.* Again, the Motion

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar**

Tuesday, February 10, 2026

Hearing Room 201

1:00 PM

CONT... Peter David Slingerland

Chapter 13

notifies parties-in-interest that there would be payment of a "100% dividend to unsecured creditors." *See* Docket No. 46, p. 4. The payments under the Plan could be made with the refinance proceeds, perhaps, but certainly there would not exist enough proceeds under the current refinance proposal to make a 100% dividend to unsecured non-priority creditors.

Party Information

Debtor(s):

Peter David Slingerland	Represented By Kevin Tang
-------------------------	------------------------------

Movant(s):

Peter David Slingerland	Represented By Kevin Tang
-------------------------	------------------------------

Trustee(s):

Elizabeth (ND) F Rojas (TR)	Pro Se
-----------------------------	--------

United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar

Tuesday, February 10, 2026

Hearing Room 201

1:00 PM

9:24-10572 Thomas Anthony Ferro

Chapter 7

#10.00 Hearing re: [186] Debtor's motion for order determining that debtor has not yet received exempt homestead proceeds, or, in the alternative, to equitably toll the deadline for Thomas Ferro to reinvest homestead exemption proceeds

Docket 186

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Thomas Anthony Ferro

Represented By
Debra Brand
Joseph Gerard McCarty

Movant(s):

Thomas Anthony Ferro

Represented By
Debra Brand
Debra Brand
Joseph Gerard McCarty
Joseph Gerard McCarty

Trustee(s):

Jerry Namba (TR)

Represented By
Timothy J Yoo

United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
Courtroom 201 Calendar

Tuesday, February 10, 2026

Hearing Room 201

1:00 PM

9:25-11589 MW Mason Construction, Inc.

Chapter 11

#11.00 Hearing re: [68] Debtor's motion to value secured claims pursuant to 11 U.S.C. § 506(a)

Docket 68

Tentative Ruling:

February 10, 2026

Appearances required.

The Court is aware that the parties will be seeking a continuance of the hearing on the motion.

Party Information

Debtor(s):

MW Mason Construction, Inc.

Represented By
William C Beall
Ryan W Beall

Movant(s):

MW Mason Construction, Inc.

Represented By
William C Beall
Ryan W Beall

Trustee(s):

John-Patrick McGinnis Fritz (TR)

Pro Se