9:00 AM

9: - **Chapter 0**

#0.00 **PLEASE TAKE NOTE:**

THE ZOOM INSTRUCTIONS APPLY TO 9:00 A.M. CALENDAR MATTER #1 (9:26-bk-10879-RC) HEARING ONLY.

THE 9:00 A.M. ReENVISION AESTHETICS AND MEDSPA, PC (9:25-bk-10127-RC) HEARINGS (CALENDAR MATTER #2 and #3) WILL BE IN-PERSON in SANTA ANA ONLY.

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9:00 AM
CONT... **Chapter 0**

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Docket 0

Tentative Ruling:

- NONE LISTED -

9:00 AM

9:26-10879 Humberto Ignacio Miranda and Genoveva Miranda **Chapter 13**

#1.00 HearingRE: [42] Motion to Reconsider (related documents 25 Generic Motion)

Docket 42

Tentative Ruling:

August 24, 2026

Appearances required.

Background

On June 17, 2026, Humberto Ignacio Miranda and Genoveva Miranda (collectively, the "Debtors") filed a voluntary petition for relief under Chapter 13 of Title 11 of the United States Code (this "Case"). *See* Docket No. 1, *Voluntary Petition for Individuals Filing for Bankruptcy*. This Case constituted the Debtors' second bankruptcy case within a year's time. *See* Case No. 9:26-bk-10220-RC.

On July 1, 2026, the Debtors 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"). *See* Docket No. 18. Because the Stay Motion was incorrectly filed in the first instance, it was filed two (2) further times. *See* Docket Nos. 22 and 25. Through the Stay Motion, the Debtors sought a continuation of the automatic stay in this Case pursuant to 11 U.S.C. § 362(c)(3). *See id.* at p. 5. The Debtors filed with the Stay Motion that *Application for Order Setting Hearing on Shortened Notice* (the "Application"), through which Application the Debtors sought a hearing on the Stay Motion on shortened notice. *See* Docket No. 19. On July 6, 2026, the Court entered that *Order* [] *Granting Application and Setting Hearing on Shortened Notice* (the "Order Granting the Application"). *See* Docket No. 26. The Order Granting the Application set the hearing on the Stay Motion on shortened notice for July 16, 2026, and required certain notice requirements of the Debtors. *See id.*

A hearing was held on the Stay Motion on July 16, 2026. *See* Docket No. 37. The

Court posted a tentative ruling prior to the hearing, outlining the reasons the Court was inclined to deny the Stay Motion. Procedurally, the Court denied the Stay Motion because the Debtors failed to timely comply, or comply at all in some respects with the Order Granting the Application regarding the Court's ordered requirements for notice of the Stay Motion. Specifically, a declaration of service was not timely filed, telephonic notice of the hearing on the Stay Motion was not provided, a copy of the Order Granting the Application was not served, and a copy of the moving papers was not properly served. Substantively, at bottom, the Court found that the Debtors failed to provide proof of adequate income to meet the payments of their proposed Chapter 13 plan of reorganization. More exactly, the Debtors required substantial contributions from family members to meet their plan obligations, and the Court found insufficient evidence of such contributions. The Stay Motion contained non-specific assertions by the Debtors that certain family members would contribute to the Debtors' household to enable the Debtors to meet their monthly obligations, including Chapter 13 plan payments. *See* Docket No. 18, *Debtors Humberto Ignacio Miranda and Genoveva Miranda Declaration in Support of the Motion to Impose the Automatic Stay or Continuing the Stay as the Court Deems Appropriate*, p. 18, lines 1-9.

On July 21, 2026, the Court entered that *Order* [] *Denying Motion for Order Imposing a Stay or Continuing the Automatic Stay* (the "Order Denying the Stay Motion"). *See* Docket No. 38.

On August 3, 2026, the Debtors filed *Debtor's* [sic] *Motion for Reconsideration of Order Denying Motion to Impose/Extend Automatic Stay Pursuant to 11 U.S.C. § 362 and § 105(a)* (the "Motion to Reconsider"). *See* Docket No. 42. The Motion to Reconsider was brought under Fed. R. Bankr. P. 9023 and 9024. *See id.* at p. 2, lines 5-7. Through the Motion to Reconsider, the Debtors requested that this Court reconsider the Order Denying the Stay Motion, as the Debtors assert that there is newly discovered "evidence demonstrating a substantial change in financial circumstances [of the Debtors]." *See id.* at lines 23-25. The Debtors asserted that they "failed to attach the additional income to the [Stay Motion] due that [sic] information was available at the time of filing." *See id.* at p. 3, lines 18-21.

9:00 AM
CONT... **Humberto Ignacio Miranda and Genoveva Miranda** **Chapter 13**

Genoveva Miranda attested that the failure to provide the "newly discovered" evidence was not that the evidence was in-fact newly discovered, but that she was more focused on familial issues unrelated to this Case. *See id.* at p. 11, *Debtor Genoveva Miranda Declaration in Support of the Motion for Reconsideration of Roder* [sic] *Denying Motion to Impose/Extend Automatic Stay Pursuant to 11 U.S.C. § 362 and 105(a) Appropriate*, lines 20-23.

Notice

On August 3, 2026, the Debtors filed that *Application for Order Setting Hearing on Shortened Notice* (the "Second Application"). *See* Docket No. 43. The Debtors sought through the Second Application a notice on the Motion to Reconsider on shortened notice. *See id.* On August 19, 2026, the Court entered that *Order* [] *Granting Application and Setting Hearing on Shortened Notice* (the "Order Granting the Second Application"), granting the Second Application. *See* Docket No. 53. The Order Granting the Second Application required, *inter alia*, by August 20, 2026, telephonic notice of the hearing on the Motion to Reconsider, written notice of the hearing on the Motion to Reconsider, a copy of the Order Granting the Second Application, and the Motion to Reconsider be served on "[a]ll parties served originally with the motion, including the Chapter 13 trustee." *See id.* at pp. 2-3. The Stay Motion was originally served on Awa Collections, Capital One, Capital One Auto Finance, Credit Corp Solution, Credit One Bank, Harris & Harris LTD, Jefferson Capital System, Robert S. Dickan Jr. as Trustee ("Dickan"), Shell Point, and WFBNA Card. *See* Docket No. 18, *Proof of Service of Document*, pp. 23-26.

The Debtors never filed and/or served a notice of hearing of the Motion to Reconsider. *See* Docket No. 58, *Declaration of Attorney Regarding Give Notice of Application for Order Shortening Time for Hearing on Motion for Reconsideration for Motion Continue or Impose the Stay as the Court Deem Appropriate*. The Court finds no service of the Motion to Reconsider or the Order Granting the Second Application on Awa Collections, Capital One, Credit Corp Solutions, Credit One Bank, Harris & Harris LTD, Jefferson Capital System, Shell Point, or WFBNA Card. The Proof of Service of the declaration of service includes these creditors, as well as the Order Granting the Second Application, but that declaration was filed after the August 20, 2026, deadline, and not all of the creditors were served with at their preferred addresses on their filed proofs of claim.

As with the Stay Motion, the Motion to Reconsider was not served in accordance with an order of this Court shortening time. It is, therefore, denied on these grounds alone.

Analysis

Pursuant to Fed. R. Civ. P. 60(b)(1), incorporated by Fed. R. Bankr. P. 9024, "[o]n motion and just terms, the court may relieve a party [] from a final judgment, order, or other proceeding [for] mistake, inadvertence, surprise, or excusable neglect."

"None of the terms used in [Rule] 60(b)(1) are defined, but courts generally look to the Supreme Court of the United States' decision in *Pioneer Investment Services v. Brunsiwck Assoc.*, 507 U.S. 380 (1993), for the meaning of 'excusable neglect.'" *In re Harms*, 612 B.R. 288, 295 (Bankr. W.D. Pa. 2020). The Supreme Court there held that neglect "encompasses both simple, faultless omissions to act and, more commonly, omissions caused by carelessness." *Pioneer Investment Services v. Brunsiwck Assoc.*, 507 U.S. at 388. Whether neglect is excusable is "an equitable [determination], taking account of all relevant circumstances surrounding the party's omission." *Id.* at 395. This totality of the circumstances test includes the following so-called *Pioneer* factors: (1) "the danger of prejudice;" (2) "the length of the delay and its potential impact on judicial proceedings;" (3) "the reason for the delay, including whether it was within the reasonable control of the movant;" and (4) "whether the movant acted in good faith." *Id.*

The Court here starts with the fact that the Stay Motion was denied on both procedural and substantive grounds. The Motion to Reconsider does nothing to address the denial of the Stay Motion on procedural grounds. So, the Order Denying the Stay Motion stands.

Only if the Court were to ignore the denial of the Stay Motion on procedural grounds, and the Debtors' failure to appropriately and timely file and serve pleadings related to the Motion to Reconsider would the Court move on to the substance of said motion.

Even were the Court to grant the Motion to Reconsider over the procedural issues, its

9:00 AM
CONT... Humberto Ignacio Miranda and Genoveva Miranda Chapter 13

views of the Stay Motion would not change. According to the Debtors' *Schedule I*, and taking for the moment the amounts of stated net income as reliable, the Debtors have net monthly income of $8,521.08. *See* Docket No. 1, pp. 26-27. Without any plan payments, the Debtors state net income after expenses of $3,071.08. *See id.* at pp. 29-30, *Schedule J: Your Expenses*. From this net income must come $792.35 to Shellpoint, $1,409.84 to Dickan, and a plan payment of $2,504.91. *See* Docket No. 32, *1st Amended Chapter 13 Plan*, pp. 6-20. The Debtors lack $1,636.02 in monthly income to meet their proposed plan obligations.

Party Information

Debtor(s):

Humberto Ignacio Miranda	Represented By Joaquin Rene Nolet

Joint Debtor(s):

Genoveva Miranda	Represented By Joaquin Rene Nolet

Trustee(s):

Elizabeth (ND) F Rojas (TR)	Pro Se

9:00 AM
9:25-10127 **ReEnvision Aesthetics and Medspa, PC** **Chapter 11**

#2.00 CONT'D Evidentiary hearing re: [82] Confirmation of debtor's original chapter 11 plan

fr. 2-11-26, 5-06-26, 7-21-26,

Docket 82

Tentative Ruling:

August 24, 2026

Appearances required.

May 6, 2026

Appearances required, in-person, both counsel and witnesses

Background

Before the Court is the confirmation of *Debtor's Original Chapter 11 Plan* (the "Plan"), filed by ReEnvision Aesthetics and Medspa, PC (the "Debtor"). *See* Docket No. 82. North Mill Equipment Finance LLC ("North Mill") opposes confirmation of the Plan. *See* Docket No. 112, *Objection of North Mill Equipment Finance LLC to Debtor's Proposed Plan of Reorganization* (the "Opposition"). Beyond the Opposition, there are no further oppositions to confirmation of the Plan.

11 U.S.C. § 1129(a)(10)

Before turning to the Opposition, the Court raises potential issues concerning the balloting. The only creditor class to vote on the Plan was a single ballot for Class 3 submitted by one Mark F. Sullivan. *See* Docket No. 114, *Plan Ballot Summary*, p. 4. The Debtor asserts that "Class 3 voted to accept the Plan." *See* Docket No. 115, *Memorandum in Support of Debtor-in-Possession's First Amended Plan of Reorganization and Response to Objection Filed by North Mill Equipment Finance,* *LLC*, p. 9, line 7.

It is not entirely clear what creditor(s) Mark F. Sullivan submitted a ballot on behalf of, but it is known to the Court that he represents Lesley C. Prince Corp. ("Prince Corp."), the Debtor, and Lesley C. Prince ("Prince") in a state court action involving North Mill. *See* Docket No. 87, *Supplemental Declaration of Mark Sullivan*. Neither Prince Corp. nor Prince filed a proof of claim in the Debtor's bankruptcy case, or were scheduled as creditors by the Debtor. To the Court's understanding, neither Prince Corp. nor Prince are creditors of the Debtor.

The Plan notes that "[a] creditor or interest holder has a claim which is both (1) allowed or allowed for voting purposes and (2) classified in an impaired class." *See* Docket No. 82, p. 13, lines 11-13. "A creditor or interest holder must first have an allowed claim or interest to have the right to vote." *See id.* at lines 15-16.

Pursuant to 11 U.S.C. § 1129(a)(10), for the Court to confirm the Plan, "[i]f a class of claims is impaired under the plan, at least one class of claims that is impaired under the plan [must have] accepted the plan, determined without including any acceptance of the plan by an insider." An "insider" of a corporation includes an "officer of the debtor." *See* 11 U.S.C. § 101(31)(B)(ii). Prince is an "insider" of the Debtor. *See* Docket No. 1, *Statement of Financial Affairs*, p. 38. The Debtor asserts that "the Debtor may be an alter ego of [Prince Corp.]." *See* Docket No. 82, pp. 6-7. So, Prince Corp. is an insider by the Debtor's measure. The Class 4 equity holders all voted to accept the Plan. However, "[t]he accepting class under 11 U.S.C. s 1129(a)(10) does not include a class of equity interests; only creditors who may file proofs of claims may comprise the affirmatively accepting class of impaired claims." *In re Pine Lake Village Apartments Co.*, 21 B.R. 478, 480 (Bankr. S.D.N.Y. 1982).

The Court's queries are:

1. Who is Mark Sullivan filing a ballot for?

2. Is the person that Mark Sullivan is filing a ballot on behalf of a creditor of the Debtor, holding an allowed claim, or a claim allowed for voting purposes?

3. Is that person that the ballot is submitted on behalf of an insider?
4. Does the Plan meet 11 U.S.C. § 1129(a)(10) if Mark Sullivan's Class 3 ballot is the only accepting ballot?

The Opposition

As the Court understands the issues as between the Debtor and North Mill: (1) the Debtor asserts that three pieces of equipment that are subject to financing agreements with the predecessor to North Mill in-fact belong to the Debtor, and North Mill takes the position that the equipment belongs to Prince Corp, with the Debtor as guarantor; and (2) the Debtor asserts that two of the pieces of equipment are worth $20,000 combined, and the third piece of equipment was never received by the Debtor, whereas North Mill believes the equipment to be far more valuable than the Debtor's estimates, and believes that all of the equipment that is subject to the financing agreements were received by Prince Corp.

Value of the Equipment

The Court starts with the Debtor, since "[c]ourts universally agree that the burden of proof lies with the proponent of the plan" as to the plan's compliance with the requirements of 11 U.S.C. § 1129(a). *In re Trenton Ridge Investors, LLC*, 461 B.R. 440, 459-460 (Bankr. S.D. Oh. 2011) (internal citations omitted). The Debtor provided certain values for its equipment on the petition date. As to the Esmella Emsculpt Workstation Classic, the Debtor valued the equipment at $60,000. *See* Docket No. 1, *Schedule A/B: Assets – Real and Personal Property*, p. 14. Regarding the Nuera Tight Workstation, the Debtor valued the equipment at $50,000. *See id.* at p. 13. The evidence submitted by the Debtor in conjunction with its confirmation brief is comprised of eBay listings. *See* Docket No. 115, pp. 86-92. The Emsculpt listings range from $6,750 to $19,999. The machine without paddles lists for $6,750. *See id.* at p. 89. The Nuera Tight listings range from $9,500 to $12,500. *See id.* at pp. 91-92.

North Mill also submits eBay listings for the equipment, but with varying results. *See* Docket No. 127, pp. 146-155. Nearly all of the listings have a price that includes "or best offer."

The Court does not have before it recent, documented sales of the aforementioned equipment. The Court does not find appraisals by certified appraisers. The Court cannot determine by reviewing a handful of eBay listings what the actual value of the equipment is.

Ownership of the Equipment

The parties dispute ownership of the equipment at issue, but the financing agreements submitted provide that the borrower is Prince Corp. *See* Docket No. 112, pp. 16-17 and 27-28. In fact, the Debtor is a guarantor of the financing agreements. *See id.* The Court is unable to locate the Exhibits A to those *Equipment Acceptance Certificates*, but those certificates are signed on behalf of Prince Corp. *See id.* at pp. 15 and 30. It is certainly possible that the Debtor has taken possession of the equipment, and used the equipment as its own, but the Court struggles to find any documents that illustrate that the equipment is owned by the Debtor rather than Prince Corp. The Debtor suggests that titling the equipment in the name of Prince Corp. was done solely for credit purposes, but the Court struggles to appreciate how that resulted in equipment being titled in the Debtor's name.

The Debtor argues that "all of the indicia of ownership of the machinery would reflect the Debtor as the owner, though not the borrower or the liened entity." *See* Docket No. 82, p. 6, lines 22-24. The Court questions why it needs to look towards "indicia of ownership" beyond who the borrower was, and which entity is named in the lien documents. Are those not the best tests of ownership here?

February 11, 2026

Appearances required.

On December 12, 2025, the Court entered that *Order Approving Disclosure Statement as Containing Adequate Information and Authorizing Debtor to Solicit Ballots* (the "Order"). *See* Docket No. 99. The Order required, *inter alia*, that ReEnvision

9:00 AM
CONT... **ReEnvision Aesthetics and Medspa, PC** **Chapter 11**

Aesthetics and MedSpa, PC (the "Debtor") "file and serve a memorandum on plan confirmation along with evidence and a summary of the balloting not later than January 28, 2026." *See id.* at p. 2, lines 4-6 and 12-13. For any avoidance of doubt, the Order was an order of this Court, not a recommendation.

The Court finds no such memorandum or ballot tally related to plan confirmation, or any request that the Court continue the confirmation hearing. The case, therefore, and by the Court's measure, is not in such a posture for this Court to confirm the Debtor's plan of reorganization.

Thus, the Court denies confirmation of the *Debtor's Original Chapter 11 Plan*.

Further, pursuant to 11 U.S.C. § 1112(b)(1), "on request of a party in interest, and after notice and a hearing, the court shall convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter, whichever is in the best interests of creditors and the estate, for cause…" Sections 1112(b)(4)(E) and (J) of the Bankruptcy Code provide that "cause" includes "failure to comply with an order of the court" and "failure to [] confirm a plan, within the time fixed by this title or by order of the court." This Court's *Order Setting Initial Status Conference* provides that "based upon the Court's records and evidence presented at the status conference, the Court may do one or more of the following at the status conference (or at any continued hearing) without further notice: A. Dismiss the case…"

Given the Debtor's failure to comply with an order of this Court, the Order, and its failure to confirm its plan by the February 11, 2026, confirmation date established by this Court in the Order, this case will be dismissed or converted to Chapter 7. The Court will hear from the Debtor, the Office of the United States Trustee, and creditors regarding dismissal as opposed to conversion of the case.

Party Information

Debtor(s):

ReEnvision Aesthetics and Medspa, Represented By
Steven R Fox

9:00 AM

9:25-10127 ReEnvision Aesthetics and Medspa, PC **Chapter 11**

#3.00 CONT'D Chapter 11 Status Conference (Non-Individual Small business as defined in 11 U.S.C. § 101(51D))

fr. 3-26-25, 4-9-25, 7-16-25, 11-19-25, 12-10-25, 2-11-26, 5-06-26, 7-21-26,

Docket 1

Tentative Ruling:

August 24, 2026

Appearances required.

May 6, 2026

Appearances required

February 11, 2026

Appearances required.

July 16, 2025

Appearances required.

The Court has reviewed that *Status Report for Initial Status Conference* (the "Report"). *See* Docket No. 69. In line with the Report, the Court will set a deadline for the debtor to file and serve its disclosure statement and plan of September 30, 2025. The Court will set a disclosure statement hearing of November 19, 2025, at 1:00 p.m. The Debtor is to provide notice of the disclosure statement hearing in compliance with this Court's Local Rules.

The Court will hear from the Office of the United States Trustee regarding the

9:00 AM
CONT... ReEnvision Aesthetics and Medspa, PC **Chapter 11**

Debtor's compliance with those *Guidelines and Requirements of Chapter 11 Debtors-in-Possession*.

Assuming full compliance, the Court will continue the status conference to November 19, 2025, at 1:00 p.m. The Debtor is to lodge a scheduling order with the disclosure statement hearing and continued status conference referenced therein.

April 9, 2025

Appearances required.

The Court has reviewed that *Status Report for Initial Status Conference*. *See* Docket No. 49. The Court is also aware of that *Notice of Motion and Motion for Relief from the Automatic Stay* filed by MMP Capital regarding an Emsculpt Neo Workstation. *See* Docket No. 52.

March 26, 2025

Appearances required.

Pursuant to that *Order Setting Initial Status Conference* (the "Order"), "[n]ot less than fourteen (14) calendar days prior to the date scheduled for every initial or continued status conference, the debtor-in-possession shall serve a written status report…" *See* Docket No. 9, pp. 3-6. The Debtor has not filed a status conference statement to prepare parties-in-interest and this Court for the status conference. The Court will hear from the Office of the United States Trustee regarding the Debtor's compliance with those *Guidelines and Requirements of Chapter 11 Debtors-in-Possession*. So that the Court may prepare for the status conference with the required reporting, the Court is inclined to continue the status conference to April 9, 2025, at 1:00 p.m.

Party Information

Debtor(s):

ReEnvision Aesthetics and Medspa,	Represented By Steven R Fox