

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

Tuesday, December 9, 2025

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).

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Docket 0

Tentative Ruling:

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- NONE LISTED -

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9:00 AM

9:25-11254 Robert Grand

Chapter 7

#1.00 Hearing re: [13] Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: 2020 Lincoln MKZ Hybrid Reserve Sedan 4D VIN: 3LN6L5LU1LR603651

Docket 13

Tentative Ruling:

December 9, 2025

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

On November 14, 2025, Ally Bank ("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 2020 Lincoln MKZ Hybrid Reserve Sedan 4D (the "Vehicle") of Robert Grand (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 prepetition on September 17, 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. 13, 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). *See id.*, p. 5.

The Motion and notice thereof were served upon the Debtor via U.S. Mail First class, postage prepaid on November 14, 2025, 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*. [FN 1] 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

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Chapter 7

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 \$32,005.23 as of October 30, 2025. *See* Docket No. 13, p. 8. According to the Kelley Blue Book report, the Vehicle has a fair market value of \$20,153.00. *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 Property in the amount of

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\$32,005.23. *See* Docket No. 13, p. 8. Movant asserts that the Debtor is in arrears in the amount of \$4,385.94. *See id.* It appears that the Debtor's last monthly payment of \$730.99 was received by Movant on April 28, 2025. *See id.* Additionally, Movant regained possession of the Vehicle pre-petition on September 17, 2025. *See id.*, p. 9.

The Debtor's delinquency, coupled with the Debtor's voluntary surrender of the Vehicle, constitute cause to lift the automatic stay pursuant to 11 U.S.C. § 362(d)(1).

[FN 1] The Court notes that sections 1 and 2 of that *Proof of Service of Document* have the box checked for "[s]ervice information continued on attached page". *See id.* However, no continuation page is attached.

Party Information

Debtor(s):

Robert Grand

Pro Se

Movant(s):

Ally Bank

Represented By
Kristin A Schuler-Hintz

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

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9:25-11383 Stephanie Ann Reyes and Francisco Javier Reyes

Chapter 7

#2.00 Hearing re: [14] Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 4015 Cherry Hill Rd., Santa Maria, CA 93455

Docket 14

Tentative Ruling:

December 9, 2025

Appearances are waived. The Court will grant the Motion pursuant to 11 U.S.C. § 362(d)(1) for the reasons set forth *infra*, including its request that the Court waive Fed. R. Bankr. P. 4001(a)(3). Movant to upload a conforming order within 7 days.

M&T Bank as Attorney in Fact for Lakeview Loan Servicing, LLC ("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 4015 Cherry Hill Rd., Santa Maria, CA 93455 (the "Property") of Stephanie Ann Reyes and Francisco Javier Reyes (the "Debtors") on the grounds that (1) Movant's interest in the Property is not adequately protected, and (2) the Debtors filed a statement of intention that indicates the Debtors intend to surrender the Property. See Docket No. 14, *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 Debtors, (3) waiver of the 14-day stay pursuant to Fed. R. Bankr. P. 4001(a)(3), and (4) upon entry of the order, for purposes of Cal. Civ. Code § 2923.5, the Debtors are borrowers as defined in Cal. Civ. Code § 2920.5(c)(2)(C). See *id.*, p. 5.

The Motion and notice thereof were served upon the Debtors via U.S. Mail First class, postage prepaid on November 14, 2025, notifying the Debtors that pursuant to this Court's Local Rule 9013-1(d), any opposition to the Motion must be filed and served

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Chapter 7

no less than fourteen (14) days prior to the hearing on the Motion. *See id.* at *Proof of Service of Document*, p. 1. 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 Debtors, nor any other party served with the Motion have timely filed an opposition to the Motion. The Court therefore takes the default of all non-responding parties, including the Debtors.

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

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CONT... **Stephanie Ann Reyes and Francisco Javier Reyes** **Chapter 7**

Here, Movant first contends that arrearages total \$9,043.16, which represents four (4) unpaid payments of \$2,249.05 each (as of the date of the Motion) with a payment of \$2,249.05 becoming due November 1, 2025. *See* Docket No. 14, p. 8.

Movant further alleges that its interest in the Property is not adequately protected. Movant asserts a secured claim against the Property in the amount of \$362,373.20. *See id.*, p. 8. As of the petition date of October 16, 2025, Movant asserts that the fair market value of the Property is \$435,000.00 per the Debtors' schedules. *See id.* at *Exhibit 5*. Movant asserts that it maintains an equity cushion in the Property. *See id.*, p. 8. The equity cushion in the Property exceeding Movant's liens is asserted to be \$72,626.80 or 16.7% of the fair market value of the Property, which is below the 20% threshold held sufficient in *In re Mellor*. *See id.* Additionally, the Debtors filed that *Statement of Intention for Individuals Filing Under Chapter 7* that indicates the Debtors' intent to surrender the Property. *See id.* at *Exhibit 6*, p. 1.

Cause has been shown sufficient to lift the automatic stay pursuant to 11 U.S.C. § 362(d)(1) as Movant's interest is not adequately protected and the Debtors' intention to surrender the Property.

Party Information

Debtor(s):

Stephanie Ann Reyes

Represented By
Kevin Tang

Joint Debtor(s):

Francisco Javier Reyes

Represented By
Kevin Tang

Movant(s):

Lakeview Loan Servicing, LLC

Represented By
Kristin A Schuler-Hintz

Trustee(s):

Sandra McBeth (TR)

Pro Se

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9:22-10340 Michael H. Lesseos

Chapter 13

#3.00 CONT'D Hearing re: [152] Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 1582 Glenbrock Lane, Thousand Oaks aka Newbury Park, CA 91320

fr. 9-9-25, 10-21-25,

Docket 152

Tentative Ruling:

December 9, 2025

Appearances waived.

Counsel for Movant appeared at the October 21, 2025, hearing and requested a continuance to allow the parties to discuss an adequate protection agreement. No adequate protection agreement has been filed to date. The Motion is granted for the reasons set forth in the September 9, 2025, tentative ruling. Movant is to lodge a conforming order within 7 days.

October 21, 2025

Appearances waived.

Counsel for Movant and the Debtor appeared at the September 9, 2025, hearing and requested a continuance to allow the parties to discuss an adequate protection agreement. No adequate protection agreement has been filed to date. The Motion is granted for the reasons set forth in the September 9, 2025, tentative ruling.

September 9, 2025

Appearances are waived. The Court will grant the Motion pursuant to 11 U.S.C. § 362(d)(1) for the reasons set forth *infra*, but will deny the Motion as to its requests that the Court terminate the co-debtor stay and waive Fed. R. Bankr. P. 4001(a)(3). Movant to upload a conforming order within 7 days.

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CONT... Michael H. Lesseos

Chapter 13

U.S. Bank NA, successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, as trustee, on behalf of the holders of the WaMu Mortgage Pass-Through Certificates Series 2007-HY1 Trust ("Movant") seeks a lifting of the automatic stay pursuant to 11 U.S.C. § 362(d)(1) in relation to the real property located at 1582 Glenbrook Lane, Thousand Oaks, CA 91320 (the "Property") of Michael Lesseos (the "Debtor") on the grounds that the Debtor has failed to make postpetition mortgage payments as they became due under the 5th Amended Chapter 13 Plan (the "Plan"). See Docket No. 152, *Notice and Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362* (the "Motion"), pp. 3-4.

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, (3) waiver of the co-debtor stay of 11 U.S.C. § 1301(a), (4) waiver of the 14-day stay pursuant to Fed. R. Bankr. P. 4001(a)(3), and (5) if relief is not granted, adequate protection be ordered. See *id.* p. 5.

Notice

Under LBR 4001-1(1)(C)(iii), the motion, notice of hearing, and all supporting documents must be served by the moving party in the time and manner prescribed in LBR 9013-1(d) on any applicable co-debtor where relief is sought from the co-debtor stay under 11 U.S.C. §§ 1201 or 1301. Pursuant to this Court's LBR 9013-3(d)(2)(B), service by U.S. Mail must list the exact street address of each person or entity served.

The Motion and notice thereof were served upon the Debtor via U.S. Mail First class, postage prepaid on August 13, 2025, 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.

The Motion and notice thereof were served upon Deborah Lesseos, the non-filing co-debtor, via U.S. Mail First class postage prepaid to 1852 Glenbrook Lane, Newbury Park, California 91320. See *id.* The Debtor identifies "Deborah Lesseos" as co-debtor on that *Schedule H: Your Codebtors*. See Docket No. 29, *Schedule H: Your*

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CONT... Michael H. Lesseos

Chapter 13

Codebtors, p. 1. Deborah Lesseos's address is 310 E. McCoy Lane, Unit 6A, Santa Maria, California 93455. *See id.* Therefore, the service upon the non-filing co-debtor was improper.

Response

On August 26, 2025, the Debtor filed that *Response to Motion Regarding the Automatic Stay* (the "Response"). *See* Docket No. 155. In the Response, the Debtor asserts that (1) the Property is necessary for an effective reorganization because it is the Debtor's principal residence, and (2) the Debtor will offer adequate protection to cure the arrears. *See id.*

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." Failure to make postpetition mortgage payments as they become due in a Chapter 13 case may constitute "cause" for relief from the automatic stay under § 362(d)(1). *See In re Marks*, 2012 WL 6554705, at *11 (9th Cir. BAP Dec. 14, 2012), *aff'd*, 624 F. App'x 963 (9th Cir. 2015) (citing *In re Ellis*, 60 B.R. 432, 435 (9th Cir. BAP 1985)).

Under the terms of the Plan, the Debtor is required to make regular payments to Movant under the terms of the prepetition lending agreement. *See* Docket No. 83, pp. 5-6, Class 2. Movant asserts that the Debtor has not made Plan payments consisting of eight (8) postpetition, postconfirmation payments of \$2,062.73 and three (3) unpaid postpetition, postconfirmation payments of \$2,002.68. *See* Docket No. 152, p. 9. Less a suspense account balance of \$1,608.08, Movant asserts that there is a total postpetition delinquency of \$20,901.80 (as of the date of the Motion) with a payment of \$2,002.68 becoming due June 1, 2025. *See id.* According to the Motion, the last payment of \$2,250.00 was received by Movant on April 28, 2025. *See id.*

Cause has been shown sufficient to lift the automatic stay pursuant to 11 U.S.C. § 362(d)(1) due to the Debtor's failure to make no less than eleven (11) postpetition,

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CONT... Michael H. Lesseos

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postconfirmation mortgage payments pursuant to the terms of the Plan. Therefore, the Motion will be granted.

As to the request to terminate the co-debtor stay pursuant to of 11 U.S.C. § 1201(a) or § 1301(a), the non-filing co-debtor was not served with the Motion at the proper address. Therefore, the request to terminate the co-debtor stay is denied.

As to Fed. R. Bankr. P. 4001(a)(3), "[t]he purpose of this provision is to permit a short period of time for the debtor or the party opposing relief to seek a stay pending an appeal of the order." *In re Sternitzky*, 635 B.R. 353, 361 (Bankr. W.D. Wis. 2021). "The party obtaining relief from the automatic stay may persuade the court to grant a shorter time period for the debtor to seek a stay pending appeal, or even grant no time." *Id.* No analysis has been provided to support the request to waive the application of Fed. R. Bankr. P. 4001(a)(3), and so the Court declines to do so.

Party Information

Debtor(s):

Michael H. Lesseos

Represented By
Michael F Chekian

Movant(s):

U.S. Bank NA, successor trustee to

Represented By
Richard L. Stevenson
Nancy L Lee
Holly R Shilliday
Sean C Ferry
David Coats
Sarah Arlene Dooley-Lewis

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

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9:25-10059 Alan M. Mann

Chapter 13

#4.00 Hearing re: [51] Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 4454 Lubbock Drive, Unit #13, Simi Valley, CA 93063

Docket 51

***** VACATED *** REASON: Continued by order on stipulation to
01/13/2026 at 9:00AM.**

Tentative Ruling:

December 9, 2025

Appearances waived.

The hearing on the motion is continued to January 13, 2026, at 9:00 a.m. pursuant to that *Stipulation to Continue Hearing on Motion for Relief from the Automatic Stay*. See Docket No. 61.

Party Information

Debtor(s):

Alan M. Mann

Represented By
James T. Studer

Movant(s):

Nationstar Mortgage LLC

Represented By
Joseph C Delmotte

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

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9:00 AM

9:24-10115 Kimberly Erin Smith

Chapter 13

#5.00 CONT'D Hearing re: [57] Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 2286 North Rockdale Avenue, Simi Valley, CA 93063

fr. 10-21-25,

Docket 57

Tentative Ruling:

December 9, 2025

Appearances waived.

Counsel for Movant and the Debtor appeared at the October 21, 2025, hearing and requested a continuance to allow Movant to conduct an accounting and, if appropriate, for the parties to discuss an adequate protection agreement. No adequate protection agreement has been filed to date. The Motion is granted for the reasons set forth in the October 21, 2025, tentative ruling. Movant is to lodge a conforming order within 7 days.

October 21, 2025

Appearances are waived. The Court will grant the Motion pursuant to 11 U.S.C. § 362(d)(1) for the reasons set forth *infra*, but will deny the Motion as to its request that the Court waive Fed. R. Bankr. P. 4001(a)(3). Movant to upload a conforming order within 7 days.

Wells Fargo Bank, N.A. as Trustee for Harborview Mortgage Loan Trust 2006-10 ("Movant") seeks a lifting of the automatic stay pursuant to 11 U.S.C. § 362(d)(1) in relation to the real property located at 2286 North Rockdale Avenue, Simi Valley, CA 93063 (the "Property") of Kimberly Erin Smith (the "Debtor") on the grounds that the Debtor has failed to make postpetition mortgage payments as they became due under the 4th Amended Chapter 13 Plan (the "Plan"). See Docket No. 57, *Motion for Relief from Stay Under 11 U.S.C. § 362* (the "Motion"), pp. 3-4.

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CONT... Kimberly Erin Smith

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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, (3) waiver of the 14-day stay pursuant to Fed. R. Bankr. P. 4001(a)(3), and (4) if relief from stay is not granted, adequate protection be ordered. *See id.*, p. 5.

Notice

The Motion and notice thereof were served upon the Debtor via U.S. Mail First class, postage prepaid on September 26, 2025, 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. 67.

On October 7, 2025, the Debtor filed that *Response to Motion Regarding the Automatic Stay* (the "Response"). *See* Docket No. 61. In the Response, the Debtor asserts that (1) the Debtor will pay \$7,940.62 by October 14, 2025, (2) the Debtor has \$370,200.00 in equity in the Property, and (3) the Property is necessary for an effective reorganization because it is the Debtor's residence. *See id.*

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." Failure to make postpetition mortgage payments as they become due in a Chapter 13 case may constitute "cause" for relief from the automatic stay under § 362(d)(1). *See In re Marks*, 2012 WL 6554705, at *11 (9th Cir. BAP Dec. 14, 2012), *aff'd*, 624 F. App'x 963 (9th Cir. 2015) (citing *In re Ellis*, 60 B.R. 432, 435 (9th Cir. BAP 1985).

"The issues of adequate protection and equity in the property are irrelevant in the face of post-confirmation payment defaults because creditors are entitled to rely upon the debtors' responsibilities to make their post-confirmation payments. The debtors are

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Kimberly Erin Smith

Chapter 13

not required to remain in Chapter 13 if they cannot satisfy the obligations which they proposed as feasible and which they voluntarily assumed.'" *In re Williams*, 68 B.R. 442, 443 (Bankr. M.D. Ga. 1987)(citing *In re Davis*, 64 B.R. 358, 359-360 (Bankr. S.D.N.Y. 1986)). "Strictly speaking [], adequate protection is only intended to protect a creditor during the period between the filing of the petition and plan confirmation." *In re Dumbuya*, 428 B.R. 410, 416 (Bankr. N.D. Oh. 2009)(citing *In re Walters*, 203 B.R. 122, 123-124 (Bankr. S.D. Ill. 1996)). "Once [] a plan is confirmed by the court a creditor seeking relief from the stay, based upon a debtor's default in payment under a plan, must establish that the debtor's breach of the plan, itself, provides 'cause' to lift the stay. The issue of 'adequate protection' becomes moot." *Id.* (citing *In re Schultz*, 325 B.R. 197, 201 (Bankr. N.D. Oh. 2005)).

Under the terms of the Plan, the Debtor is required to make regular payments to Movant under the terms of the prepetition lending agreement. *See* Docket No. 44, pp. 5-6, Class 2. Movant asserts that the Debtor defaulted on Plan payments consisting of four (4) unpaid postpetition preconfirmation payments of \$1,881.50 and one (1) postpetition postconfirmation payment of \$1,881.50. *See* Docket No. 57, p. 9. Including advances in the amount of \$1,500.00 and less a suspense account of \$1,466.88, Movant asserts that there is a total postconfirmation delinquency of \$9,440.62 (as of the date of the Motion) with a payment of \$1,881.50 becoming due October 1, 2025. *See id.* According to the Motion, the last monthly payment of \$1,682.00 was received by Movant on July 17, 2025. *See id.*

Cause has been shown sufficient to lift the automatic stay pursuant to 11 U.S.C. § 362(d)(1) due to the Debtor's failure to make no less than four (4) postpetition mortgage payments pursuant to the terms of the Plan.

As to Fed. R. Bankr. P. 4001(a)(3), "[t]he purpose of this provision is to permit a short period of time for the debtor or the party opposing relief to seek a stay pending an appeal of the order.'" *In re Sternitzky*, 635 B.R. 353, 361 (Bankr. W.D. Wis. 2021). "The party obtaining relief from the automatic stay may persuade the court to grant a shorter time period for the debtor to seek a stay pending appeal, or even grant no time." *Id.* No analysis has been provided to support the request to waive the application of Fed. R. Bankr. P. 4001(a)(3), and so the Court declines to do so.

Party Information

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

Tuesday, December 9, 2025

Hearing Room 201

9:00 AM

CONT... Kimberly Erin Smith

Chapter 13

Debtor(s):

Kimberly Erin Smith

Represented By
Kenneth H J Henjum

Movant(s):

Wells Fargo Bank, N.A. as Trustee

Represented By
Sean C Ferry
Dane W Exnowski
Joseph C Delmotte

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, December 9, 2025

Hearing Room 201

9:00 AM

9:24-10514 Ronald Morrison Lasek

Chapter 13

#6.00 Hearing re: [47] Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 3216 Waco Avenue, Simi Valley, CA 93063

Docket 47

Tentative Ruling:

December 9, 2025

Appearances are waived. The Court will grant the Motion pursuant to 11 U.S.C. § 362(d)(1), including the request to waive the co-debtor stay, for the reasons set forth *infra*. The request to waive Fed. R. Bankr. P. 4001(a)(3) is denied. Movant to upload a conforming order within 7 days.

U.S. Bank Trust Company, National Association, as Indenture Trustee on behalf of and with respect to Ajax Mortgage Loan Trust 2023-B, Mortgage Backed Securities, Series 2023-B ("Movant") seeks a lifting of the automatic stay pursuant to 11 U.S.C. § 362(d)(1) in relation to the real property located at 3216 Waco Avenue, Simi Valley, CA 93063 (the "Property") of Ronald Morrison Lasek (the "Debtor") on the grounds that the Debtor has failed to make postpetition mortgage payments as they became due (the "Motion"), pp. 3-4.

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, (3) waiver of the co-debtor stay of 11 U.S.C. § 1301(a), (4) waiver of the 14-day stay pursuant to Fed. R. Bankr. P. 4001(a)(3), and (5) if relief is not granted, adequate protection be ordered. *See id.* at p. 5.

Notice

The Motion and notice thereof were served upon the Debtor and non-filing co-debtor via U.S. Mail First class, postage prepaid on November 12, 2025, notifying the Debtor

**United States Bankruptcy Court
Central District of California
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Ronald A Clifford III, Presiding
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Tuesday, December 9, 2025

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201

9:00 AM

CONT...

Ronald Morrison Lasek

Chapter 13

and non-filing co-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, non-filing co-debtor, nor any other party served with the Motion have timely filed an opposition to the Motion. The Court therefore takes the default of all non-responding parties, including the Debtor and non-filing co-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." Failure to make postpetition mortgage payments as they become due in a Chapter 13 case may constitute "cause" for relief from the automatic stay under § 362(d)(1). *See In re Marks*, 2012 WL 6554705, at *11 (9th Cir. BAP Dec. 14, 2012), *aff'd*, 624 F. App'x 963 (9th Cir. 2015) (citing *In re Ellis*, 60 B.R. 432, 435 (9th Cir. BAP 1985)).

The Debtor is required to make regular payments to Movant under the terms of the prepetition lending agreement. *See* Docket No. 31, pp. 5-6, Class 2. Movant asserts that the Debtor has not made payments consisting of four (4) postpetition postconfirmation payments of \$3,730.30, two (2) postpetition postconfirmation payments of \$2,468.10, and three (3) postpetition postconfirmation payments of \$2,107.90. *See* Docket No. 47, p. 9. Less a suspense account balance of \$841.14, Movant asserts that there is a total postpetition delinquency of \$25,339.96 (as of the date of the Motion) with a payment of \$2,107.90 becoming due November 1, 2025. *See id.* According to the Motion, the last monthly payment of \$2,107.90 was received by Movant on September 11, 2025. *See id.*

Cause has been shown sufficient to lift the automatic stay pursuant to 11 U.S.C. § 362(d)(1) due to the Debtor's failure to make no less than nine (9) postpetition postconfirmation mortgage payments. Therefore, the Motion will be granted.

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Tuesday, December 9, 2025

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9:00 AM

CONT... Ronald Morrison Lasek

Chapter 13

As to Fed. R. Bankr. P. 4001(a)(3), "[t]he purpose of this provision is to permit a short period of time for the debtor or the party opposing relief to seek a stay pending an appeal of the order." *In re Sternitzky*, 635 B.R. 353, 361 (Bankr. W.D. Wis. 2021). "The party obtaining relief from the automatic stay may persuade the court to grant a shorter time period for the debtor to seek a stay pending appeal, or even grant no time." *Id.* No analysis has been provided to support the request to waive the application of Fed. R. Bankr. P. 4001(a)(3), and so the Court declines to do so.

Party Information

Debtor(s):

Ronald Morrison Lasek

Represented By
Daniel King

Movant(s):

U.S. Bank Trust Company, National

Represented By
Sean C Ferry

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, December 9, 2025

Hearing Room 201

9:00 AM

9:25-10883 Paul Francis Sneed

Chapter 13

#7.00 Hearing re: [46] Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 865 Warwick Avenue, Thousand Oaks, CA 91360

Docket 46

Tentative Ruling:

December 9, 2025

Appearances required.

U.S. Bank National Association, As Trustee, Successor In Interest To Bank Of America, National Association, As Trustee, Successor By Merger To Lasalle Bank, National Association, As Trustee For Washington Mutual Mortgage Pass-Through Certificates Wmalt Series 2007-OA3 Trust ("Movant") seeks a lifting of the automatic stay pursuant to 11 U.S.C. § 362(d)(1) in relation to the real property located at 865 Warwick Avenue, Thousand Oaks, CA 91360 (the "Property") of Paul Francis Sneed (the "Debtor") on the grounds that the Debtor has failed to make postpetition mortgage payments as they became due under the *Original Chapter 13 Plan* (the "Plan"). See Docket No. 46, *Motion for Relief from Stay Under 11 U.S.C. § 362* (the "Motion"), pp. 3-4.

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, (3) waiver of the 14-day stay pursuant to Fed. R. Bankr. P. 4001(a)(3), and (4) if relief from stay is not granted, adequate protection be ordered. See *id.*, p. 5.

The Motion and notice thereof were served upon the Debtor via U.S. Mail First class, postage prepaid on November 17, 2025, 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. 56.

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Tuesday, December 9, 2025

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9:00 AM

CONT... Paul Francis Sneed

Chapter 13

On November 25, 2025, the Debtor filed *Debtor's Opposition to Motion for Relief from the Automatic Stay Under 11 U.S.C. [sic] 362* (the "Opposition"). See Docket No. 48. In the Opposition the Debtor asserts that (1) the Debtor underwent a medical procedure and will not return to work until January 24, 2026, (2) the Debtor will receive social security income for him and his children beginning in December 2025, (3) the Debtor wishes to enter into an adequate protection agreement, (4) the Debtor will resume mortgage payments beginning December 2025, (5) the Debtor requests the 14-day stay not be waived, and (6) Movant is adequately protected by equity in the Property. See *id.*

Analysis

As a threshold query, the Court notes that "Genevieve E. Sneed, an Unmarried Woman" executed the Deed of Trust, Adjustable Rate Note, and Condominium Rider on January 26, 2007. See Docket No. 46, at *Exhibit I-2*. On December 1, 2011, Genevieve E. Sneed executed the Home Affordable Modification Agreement. See *id.* at *Exhibit 3*. Movant attaches a Certificate of Death for Genevieve Sneed dated June 6, 2016, which lists the marital status as "widowed". See *id.* at *Exhibit 4*. The Debtor scheduled the Property on that *Schedule A/B: Property* and indicated that the "Debtor owns a 50% interest in this property. Debtor's sister, who owned the other 50% interest, recently passed away without a will. She was survived by her two children. Debtor has lived at the property since 2017. However, the mortgage is still in his deceased mother's name. Debtor is hopeful of formally assuming the loan secured by this property." See Docket No. 1, *Schedule A/B: Property*, p. 1. Was the loan formally assumed? Was the Debtor's sister's estate served with the Motion? Who is entitled to the other 50% interest in the Property?

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." Failure to make postpetition mortgage payments as they become due in a Chapter 13 case may constitute "cause" for relief from the automatic stay under § 362(d)(1). See *In re Marks*, 2012 WL 6554705, at *11 (9th Cir. BAP Dec. 14, 2012), *aff'd*, 624 F. App'x 963 (9th Cir. 2015) (citing *In re Ellis*, 60 B.R. 432,

**United States Bankruptcy Court
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Tuesday, December 9, 2025

Hearing Room 201

9:00 AM

CONT... Paul Francis Sneed
435 (9th Cir. BAP 1985).

Chapter 13

"The issues of adequate protection and equity in the property are irrelevant in the face of post-confirmation payment defaults because creditors are entitled to rely upon the debtors' responsibilities to make their post-confirmation payments. The debtors are not required to remain in Chapter 13 if they cannot satisfy the obligations which they proposed as feasible and which they voluntarily assumed.'" *In re Williams*, 68 B.R. 442, 443 (Bankr. M.D. Ga. 1987)(citing *In re Davis*, 64 B.R. 358, 359-360 (Bankr. S.D.N.Y. 1986)). "Strictly speaking [], adequate protection is only intended to protect a creditor during the period between the filing of the petition and plan confirmation." *In re Dumbuya*, 428 B.R. 410, 416 (Bankr. N.D. Oh. 2009)(citing *In re Walters*, 203 B.R. 122, 123-124 (Bankr. S.D. Ill. 1996)). "Once [] a plan is confirmed by the court a creditor seeking relief from the stay, based upon a debtor's default in payment under a plan, must establish that the debtor's breach of the plan, itself, provides 'cause' to lift the stay. The issue of 'adequate protection' becomes moot." *Id.* (citing *In re Schultz*, 325 B.R. 197, 201 (Bankr. N.D. Oh. 2005)).

Under the terms of the Plan, the Debtor is required to make regular payments to Movant under the terms of the prepetition lending agreement. *See* Docket No. 2, pp. 5-6, Class 2. Movant asserts that the Debtor defaulted on Plan payments consisting of three (3) unpaid postpetition preconfirmation payments of \$1,130.93. *See* Docket No. 46, p. 9. Movant asserts that there is a total postpetition delinquency of \$3,392.79 (as of the date of the Motion) with a payment of \$1,130.93 becoming due November 1, 2025. *See id.*

Cause has been shown sufficient to lift the automatic stay pursuant to 11 U.S.C. § 362(d)(1) due to the Debtor's failure to make no less than three (3) postpetition/preconfirmation mortgage payments pursuant to the terms of the Plan.

As to Fed. R. Bankr. P. 4001(a)(3), "[t]he purpose of this provision is to permit a short period of time for the debtor or the party opposing relief to seek a stay pending an appeal of the order.'" *In re Sternitzky*, 635 B.R. 353, 361 (Bankr. W.D. Wis. 2021). "The party obtaining relief from the automatic stay may persuade the court to grant a shorter time period for the debtor to seek a stay pending appeal, or even grant no time." *Id.* No analysis has been provided to support the request to waive the application of Fed. R. Bankr. P. 4001(a)(3), and so the Court declines to do so if the

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Tuesday, December 9, 2025

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9:00 AM

CONT... **Paul Francis Sneed**
Court is to grant the Motion.

Chapter 13

Party Information

Debtor(s):

Paul Francis Sneed

Represented By
Gregory M Shanfeld

Movant(s):

U.S. Bank NA, successor trustee to

Represented By
Joseph C Delmotte

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, December 9, 2025

Hearing Room 201

9:00 AM

9:25-10773 Miguel Nava Felix

Chapter 13

#8.00 CONT'D Hearing re: [22] Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 1311 Kingswood Way, Oxnard, CA 93030 in addition to Motion for Relief from Co-Debtor Stay

fr. 10-21-25,

Docket 22

***** VACATED *** REASON: Withdrawn by movant on 10/29/2025**

Tentative Ruling:

October 21, 2025

Appearances are waived. The Court will grant the Motion pursuant to 11 U.S.C. § 362(d)(1), including the request to waive the co-debtor stay, for the reasons set forth *infra*. The request to waive Fed. R. Bankr. P. 4001(a)(3) is denied. Movant to upload a conforming order within 7 days.

The Bank Of New York Mellon F/K/A The Bank Of New York As Successor In Interest

To JP Morgan Chase Bank, N.A. As Trustee For Bear Stearns ALT-A Trust, Mortgage Passthrough Certificates Series 2005-7 ("Movant") seeks a lifting of the automatic stay pursuant to 11 U.S.C. § 362(d)(1) in relation to the real property located at 1311 Kingswood Way, Oxnard, CA 93030 (the "Property") of Miguel Nava Felix (the "Debtor") on the grounds that the Debtor has failed to make postpetition mortgage payments as they became due under the *Original Chapter 13 Plan* (the "Plan"). See Docket No. 22, *Motion for Relief from Stay Under 11 U.S.C. § 362* (the "Motion"), pp. 3-4.

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, (3) waiver of the co-debtor stay of 11 U.S.C. § 1301(a), (4) waiver of the 14-day stay pursuant to Fed. R. Bankr. P. 4001(a)(3), and (5) if relief is not granted, adequate

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9:00 AM

CONT... Miguel Nava Felix

Chapter 13

protection be ordered. *See id.*, p. 5.

Notice

The Motion and notice thereof were served upon the Debtor and non-filing co-debtor via U.S. Mail First class, postage prepaid on September 23, 2025, notifying the Debtor and non-filing co-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. 40. 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, non-filing co-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 and non-filing co-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." Failure to make postpetition mortgage payments as they become due in a Chapter 13 case may constitute "cause" for relief from the automatic stay under § 362(d)(1). *See In re Marks*, 2012 WL 6554705, at *11 (9th Cir. BAP Dec. 14, 2012), *aff'd*, 624 F. App'x 963 (9th Cir. 2015) (citing *In re Ellis*, 60 B.R. 432, 435 (9th Cir. BAP 1985)).

Under the terms of the Plan, the Debtor is required to make regular payments to Movant under the terms of the prepetition lending agreement. *See* Docket No. 6, p. 6, Class 2. Movant asserts that the Debtor has not made Plan payments consisting of three (3) postpetition preconfirmation payments of \$3,965.18. *See* Docket No. 22, p. 9. Movant asserts that there is a total postpetition delinquency of \$11,895.54 (as of the date of the Motion) with a payment of \$3,965.18 becoming due October 1, 2025. *See id.*

Cause has been shown sufficient to lift the automatic stay pursuant to 11 U.S.C. § 362(d)(1) due to the Debtor's failure to make no less than three (3) postpetition

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Tuesday, December 9, 2025

Hearing Room 201

9:00 AM

CONT... Miguel Nava Felix

Chapter 13

preconfirmation mortgage payments pursuant to the terms of the Plan. Therefore, the Motion will be granted.

As to Fed. R. Bankr. P. 4001(a)(3), "[t]he purpose of this provision is to permit a short period of time for the debtor or the party opposing relief to seek a stay pending an appeal of the order." *In re Sternitzky*, 635 B.R. 353, 361 (Bankr. W.D. Wis. 2021). "The party obtaining relief from the automatic stay may persuade the court to grant a shorter time period for the debtor to seek a stay pending appeal, or even grant no time." *Id.* No analysis has been provided to support the request to waive the application of Fed. R. Bankr. P. 4001(a)(3), and so the Court declines to do so.

Party Information

Debtor(s):

Miguel Nava Felix

Represented By
Jeffrey J Hagen

Movant(s):

The Bank Of New York Mellon

Represented By
Joseph C Delmotte

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, December 9, 2025

Hearing Room 201

9:00 AM

9:25-10444 Diversified Panels Systems, Inc.

Chapter 7

#9.00 Hearing re: [86] Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: 2024 GMC Sierra 1500 Crew Cab Denali Pickup 4D 5 3/4 ft., VIN: 1GTUUGEL0RZ293747

Docket 86

Tentative Ruling:

December 9, 2025

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

On November 12, 2025, Ally Bank Lease Trust ("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) in relation to a 2024 GMC Sierra 1500 Crew Cab Denali Pickup 4D 5 ¾ ft (the "Vehicle") of Diversified Panel Systems, Inc. (the "Debtor") on the grounds that the fair market value of the Property is declining and payments are not being made to Movant sufficient to protect Movant's interest against that decline. *See* Docket No. 86, p. 3.

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). *See id.*, p. 5.

The Motion and notice thereof were served upon the Debtor via U.S. Mail First class, postage prepaid on November 12, 2025, 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*. 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.

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Tuesday, December 9, 2025

Hearing Room 201

9:00 AM

CONT... Diversified Panels Systems, Inc.

Chapter 7

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). 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. N.J. 2002).

Here, Movant asserts a secured claim against the Vehicle in the amount of \$36,122.54. *See* Docket No. 86, p. 8. Movant asserts that the Debtor is in arrears in the amount of \$9,219.54. *See id.* It appears that the Debtor's last monthly payment of \$1,536.59 was received by Movant on March 19, 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 stay pursuant to 11 U.S.C. § 362(d)(1).

The Court will not waive the 14-day stay under Fed. R. Bankr. P. 4001(a)(3) as no analysis has been provided by Movant as to why such relief is warranted.

Party Information

Debtor(s):

Diversified Panels Systems, Inc.

Represented By
William E. Winfield

Movant(s):

Ally Bank Lease Trust - Assignor to

Represented By
Kristin A Schuler-Hintz

Trustee(s):

Amy L Goldman (TR)

Represented By
Jeremy Faith

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CONT...

Diversified Panels Systems, Inc.

Jonathan Serrano

Chapter 7

**United States Bankruptcy Court
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Tuesday, December 9, 2025

Hearing Room 201

9:00 AM

9:25-11239 Mario E Ernst and Teri L Ernst

Chapter 11

#10.00 Hearing re: [17] Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: 2021 Lincoln Navigator, VIN: 5LMJJ3LT5MEL20635

Docket 17

***** VACATED *** REASON: Case dismissed 12/1/2025**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Mario E Ernst

Represented By
Paul S Marks

Joint Debtor(s):

Teri L Ernst

Represented By
Paul S Marks

Movant(s):

Americredit Financial Services, Inc.

Represented By
Randall P Mroczynski

**United States Bankruptcy Court
Central District of California
Northern Division
Ronald A Clifford III, Presiding
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Tuesday, December 9, 2025

Hearing Room 201

1:00 PM

9:25-10653 Brian Scott Richie and Geraldine Alexxis Rivas

Chapter 7

#11.00 Chapter 7 Trustee's Final Report, Application for Compensation and Application(s) for Compensation of Professionals filed on behalf of Trustee Nancy J. Zamora, Esq.. The United States Trustee has reviewed the Chapter 7 Trustee's Final Report

Docket 23

Tentative Ruling:

December 9, 2025

Appearances waived.

Before the Court is the *Trustee's Final Report (TFR)* (the "Report") filed by the duly appointed chapter 7 Trustee, Nancy J Zamora (the "Trustee"), for the bankruptcy estate of Brian Scott Richie and Geraldine Alexxis Rivas on November 17, 2025. *See* Docket No. 23.

On November 17, 2025, the Trustee filed that *Notice of Trustee's Final Report and Application for Compensation and Deadline to Object (NFR)* (the "Notice") and served the Notice on Notice of Electronic Filing [NEF] parties. *See* Docket No. 24. On November 19, 2025, the Notice was served on the remaining mailing matrix by BNC notice. *See* Docket No. 25. Pursuant to this Court's Local Rule 9013-(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." No party served with the Notice has timely filed an opposition to the Report. The Court therefore takes the default of all non-responding parties.

As of the date of filing the Report, the Trustee had approximately \$1,802.27 in cash on hand. *See* Docket No. 23, p. 1.

Through the Report, the Trustee, *inter alia*, seeks the payment of the Trustee's statutory fee of \$450.57 and reimbursement of expenses incurred in the amount of \$30.90. *See id.*, *Exhibit D*.

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CONT... **Brian Scott Richie and Geraldine Alexxis Rivas** **Chapter 7**

After payment of the Trustee's statutory fee and expenses, the balance of cash on hand for unsecured creditors is \$1,320.80. *See id.* This amount is sufficient to pay allowed unsecured claims a *pro-rata* distribution of approximately 0.7%. *See id.*

The Court approves the Report in conformance with 11 U.S.C. § 704(9), including payment of the Trustee's statutory fee in the amount of \$450.57, and reimbursement of the Trustee's expenses in the amount of \$30.90.

The Trustee is to upload a conforming order within 7 days.

Party Information

Debtor(s):

Brian Scott Richie

Represented By
Eliza Ghanooni

Joint Debtor(s):

Geraldine Alexxis Rivas

Represented By
Eliza Ghanooni

Trustee(s):

Nancy J Zamora (TR)

Pro Se

**United States Bankruptcy Court
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9:25-10091 Jorge Pineda Alanis

Chapter 13

#12.00 CONT'D Hearing re: [47] Notice of motion and motion for relief from automatic stay with supporting declarations ACTION IN NON-BANKRUPTCY FORUM RE: Dissolution action of JMP Produce

fr. 11-18-25,

Docket 47

Tentative Ruling:

December 9, 2025

Appearances required

On December 5, 2025, Movant filed that *Notice of Withdrawal of Motion for Relief from Stay Under 11 U.S.C. § 362 (Action in Nonbankruptcy Forum)* (the "Notice"). See Docket No. 63. The Notice relates to that *Notice of Motion and Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362* (the "Motion"). See Docket No. 47. The Motion was opposed. See Docket No. 53, *Response to Motion Regarding the Automatic Stay and Declaration(s) in Support*. See Docket No. 53.

Does the Debtor have any objection to the withdrawal of the Motion?

November 18, 2025

Appearances required.

The Court will continue the hearing on the motion to December 9, 2025, at 1:00 p.m. The stay, to the extent applicable, shall remain in place through and including December 9, 2025. The Court finds good cause to extend this stay as the hearing on the motion was not set for hearing until the 60 day time period of 11 U.S.C. § 362(e) (2) expired. This action by the creditor impliedly waived 11 U.S.C. § 362(e)(2), at least until November 18, 2025.

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CONT... Jorge Pineda Alanis

Chapter 13

Party Information

Debtor(s):

Jorge Pineda Alanis

Represented By
Michael B Clayton

Movant(s):

David Pena Zamora

Represented By
Karen L Grant

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

**United States Bankruptcy Court
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Hearing Room 201

1:00 PM

9:24-11443 Jose Alberto Garcia

Chapter 7

#13.00 CONT'D Hearing re: [35] Objection to debtor's claim of exemptions

fr. 7-8-25,

Docket 35

***** VACATED *** REASON: Continued by order on stipulation to
6/2/2026 at 1:00PM.**

Tentative Ruling:

December 9, 2025

Appearances waived.

The hearing on the *Objection to Claimed Exemption* is continued by that *Stipulation to Continue Hearing on Objections to Exemptions*, and the order thereon, to June 2, 2026, at 1:00 p.m.

Party Information

Debtor(s):

Jose Alberto Garcia

Represented By
Mark E Brenner

Trustee(s):

Jerry Namba (TR)

Represented By
William C Beall

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Tuesday, December 9, 2025

Hearing Room 201

1:00 PM

9:24-10572 Thomas Anthony Ferro

Chapter 7

#14.00 Hearing re: [153] Cal-West Equities, Inc's objection to debtor's homestead exemption

Docket 153

Tentative Ruling:

December 9, 2025

Appearances required.

On May 22, 2024, Thomas Anthony Ferro (the "Debtor") filed a voluntary petition for relief pursuant to Chapter 7 of Title 11 of the United States Code. *See* Docket No. 1, *Voluntary Petition for Individuals Filing for Bankruptcy*. The Debtor scheduled as an asset of the estate, real property located at 23448 W. Moon Shadows Drive, Malibu, CA (the "Property"). *See* Docket No. 1-1, *Schedule A/B: Property*, p. 1. The Debtor claimed an exemption in the Property in the amount of \$699,426 pursuant to Cal. Code of Civ. P. § 704.730 (the "Exemption"). *See id.* at p. 10, *Schedule C: The Property You Claim as Exempt*. Through several stipulations between the Debtor and Cal-West Equities, Inc. ("Cal-West"), Cal-West's deadline to object to the Exemption was August 18, 2025. *See* Docket No. 149, *Order Approving Stipulation to Extend the Deadline for Cal-West Equities, Inc. to File an Objection to the Debtor's Homestead Exemption*.

The Property was destroyed by a fire in early 2025.

On August 18, 2025, Cal-West filed *Cal-West Equities, Inc.'s Objection to Debtor's Homestead Exemption* (the "Objection"). *See* Docket No. 153. It appears to the Court that the sole objection to the Exemption is that Cal-West believes that California law requires the reinvestment of insurance proceeds into the Property, or another property that the Debtor will reside at. *See id.* at pp. 5-6.

On November 25, 2025, the Debtor filed *Debtor's Opposition to Objection to Homestead Exemption Filed by Cal-West Equities, Inc.*, wherein the Debtor confirms

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CONT... Thomas Anthony Ferro

Chapter 7

that the Property was destroyed in a fire in early 2025, and that the Property was insured against loss. *See* Docket No. 174, p. 2, lines 18-19. The Debtor states that \$930,102.56 in insurance proceeds were received on August 15, 2025, representing a "partial" loss payout. *See id.* at p. 3, lines 1-3. The Debtor states that they "intend[]" to use the insurance proceeds to rebuild the Property." *See id.* at p. 2, line 24.

The parties appear to agree that the Objection will not be ripe for decision prior to February 15, 2026. Without deciding the merits, the Court is willing to continue the hearing on the Objection to February 24, 2025, at 1:00 p.m. The Court calls the matter for hearing to confirm that the issue of reinvestment described in the Objection is the sole timely objection to the Exemption, meaning, any further briefing would relate solely to the topics of reinvestment and extensions of the time for reinvestment. If so, the Court will also limit any further briefing to those topics, as all other objections to the Exemption appear to have been waived.

Party Information

Debtor(s):

Thomas Anthony Ferro

Represented By

Debra Brand

Joseph Gerard McCarty

Trustee(s):

Jerry Namba (TR)

Represented By

Timothy J Yoo

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1:00 PM

9:25-10695 Karen V. Tallent

Chapter 7

#15.00 CONT'D Hearing re: [10] Motion for intentional violation of
the automatic stay

fr. 7-15-25, 8-5-25, 9-9-25, 10-7-25, 10-21-25, 11-4-25,
11-18-25,

Docket 10

Tentative Ruling:

December 9, 2025

Appearances waived.

The hearing is continued to January 13, 2026, at 1:00 p.m.

November 18, 2025

Appearances waived.

The hearing is continued to December 9, 2025, at 1:00 p.m.

November 5, 2025

This hearing on the Motion is continued to November 18, 2025, at 1:00 p.m. due to the Government Shutdown. The record is closed.

October 21, 2025

This hearing on the Motion is continued to November 4, 2025, at 1:00 p.m. due to the Government Shutdown. The record is closed.

October 7, 2025

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CONT... Karen V. Tallent

Chapter 7

Appearances waived.

The hearing on this matter is continued to October 21, 2025, at 1:00 p.m.

September 9, 2025

Appearances required.

July 15, 2025

Appearances required. All appearances are to be made in-person. The Court will allow no remote appearances.

Party Information

Debtor(s):

Karen V. Tallent

Represented By
Edwin J Rambuski

Movant(s):

Karen V. Tallent

Represented By
Edwin J Rambuski
Edwin J Rambuski

Trustee(s):

Sandra McBeth (TR)

Pro Se

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1:00 PM

9:22-10735 GCLI, LLC

Chapter 7

#16.00 Hearing re: [150] Second interim application for allowance of fees and costs by Marshack Hays Wood LLP

Fees: \$128,369.00; Expenses: \$5,862.08

Docket 150

Tentative Ruling:

December 9, 2025

Appearances required.

On September 16, 2022, GCLI, LLC (the "Debtor") filed a voluntary petition for relief pursuant to Chapter 7 of Title 11 of the United States Code. *See* Docket No. 1. On January 11, 2023, the Court entered that *Order Granting Application by Chapter 7 Trustee to Employ Marshack Hays LLP as General Counsel*. *See* Docket No. 25.

On October 1, 2024, Marshack Hays Wood LLP (the "Applicant") filed that *First Interim Application for Allowance of Fees and Costs by Marshack Hays Wood LLP as General Counsel* (the "First Interim Fee Application"). *See* Docket No. 135. On October 24, 2024, the Court granted the Applicant's First Interim Fee Application, authorizing interim fees in the amount of \$135,280.00, with a 20% holdback, and expenses in the amount of \$2,407.91 for the period between October 31, 2022, through and including August 31, 2024. *See* Docket No. 135, *Order on Application for Payment of Interim Fees and/or Expenses (11 U.S.C. § 331)*.

Before the Court is that *Second Interim Application for Allowance of Fees and Costs by Marshack Hays Wood LLP as General Counsel* (the "Second Interim Fee Application") filed on November 12, 2025, by the Applicant. *See* Docket No. 150. Through the Second Interim Fee Application, the Applicant seeks allowance, on an interim basis, of fees in the amount of \$128,369.00, with at least a 20% holdback, and reimbursement of expenses in the amount of \$5,862.08 for the period of September 1, 2024, through October 31, 2025. *See id.* at pp. 1–2.

Notice

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CONT... GCLI, LLC

Chapter 7

On November 12, 2025, the Applicant filed that *Amended Notice of Hearing Re: Second Interim Application for Allowance of Fees and Costs by Marshack Hays Wood LLP as General Counsel* (the "Notice"). See Docket No. 153. The Notice was served upon all parties-in-interest via Notice of Electronic Filing ("NEF") and U.S. Mail, first class, postage prepaid. See *id.* at *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." No party served with the Notice has timely filed an opposition to the Application. The Court therefore takes the default of all non-responding parties served with the Notice.

11 U.S.C. § 330

Sections 330(a)(1)(A) and (B) of the Bankruptcy Code provide that the Court may award a professional person "reasonable compensation for actual, necessary services rendered by the [professional person], and "reimbursement for actual, necessary expenses." See 11 U.S.C. §§ 330(a)(1)(A) and (B). Section 330(a)(3) of the Bankruptcy Code provides that "[i]n determining the amount of reasonable compensation to be awarded to [a professional person], the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors..." See 11 U.S.C. § 330(a)(3). "A bankruptcy court also must examine the circumstances and the manner in which services are performed and the results achieved in order to arrive at a determination of a reasonable fee allowance. Such examination, in general, should include the following questions: First, were the services authorized? Second, were the services necessary or beneficial to the administration of the estate at the time they were rendered? Third, are the services adequately documented? Fourth, are the fees requested reasonable, taking into consideration the factors set forth in § 330(a)(3)." *In re Mednet*, 251 B.R. 103, 108 (9th Cir. BAP 2000)(internal citations omitted).

In the instant case, the Applicant's employment by the Trustee as its general insolvency counsel was approved through that *Order Granting Application by Chapter 7 Trustee to Employ Marshack Hays LLP as General Counsel*. See Docket No. 25. In reviewing the invoices attached to the Application, the Court finds, on an interim basis, that the services performed by Applicant on behalf of the Trustee appear to be necessary and beneficial to the administration of the estate, were properly

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CONT... GCLI, LLC

Chapter 7

documented, and appear to be reasonable considering the factors found in 11 U.S.C. § 330(a)(3).

The Court is inclined to approve the Second Interim Fee Application, on an interim basis (and payment subject to a 30% holdback), pursuant to 11 U.S.C. §§ 330 and 331, allowing the Applicant fees in the amount of \$128,369.00 and reimbursement of expenses of \$5,862.08. However, the Court will inquire with the Office of the United States Trustee regarding the billings by multiple attorneys for interoffice meetings and communications, and the attendance by multiple attorneys for a mediation. While the Court appreciates the innerworkings of a litigation practice requires at times discussions among attorneys and paraprofessionals, the Second Interim Fee Application appears to take that concept to the outer limit of what seems reasonable. That is, nearly all efforts of lower billing attorneys and paraprofessionals were coupled with one or more interoffice conversations with higher billing attorneys. As an example, on October 1, 2024, related to the drafting and filing of the First Fee Application, there were four (4) time entries related to office conferences, involving four attorneys and paraprofessionals. This \$170 example permeates the invoice. There are more than 300 examples of these conference billings.

Party Information

Debtor(s):

GCLI, LLC

Represented By
William S Brody

Trustee(s):

Jerry Namba (TR)

Represented By
D Edward Hays
Laila Rais
Bradford Barnhardt

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1:00 PM

9:23-10157 Baron Brothers Nursery, Inc.

Chapter 7

#17.00 Hearing re: [175] Application for payment of interim fees and/or expenses (11 U.S.C. § 331) for LEA Accountancy, LLP

Fees: \$67,805.50; Expenses: \$900.93

Docket 175

Tentative Ruling:

December 9, 2025

Appearances waived.

On March 6, 2023, Baron Brothers Nursery, Inc. (the "Debtor") filed a voluntary petition for relief pursuant to Chapter 7 of Title 11 of the United States Code. *See* Docket No. 1. Sandra McBeth is the duly appointed chapter 7 trustee (the "Trustee"). *See* Docket No. 3.

On May 9, 2023, the Court entered that *Order Approving Trustee's Application to Employ LEA Accountancy, LLP as Accountant* (the "Order") employing LEA Accountancy, LLP ("Applicant") as accountant to the Trustee. *See* Docket No. 69.

On November 18, 2025, Applicant filed that *Application for Payment of Interim Fees and/or Expenses (11 U.S.C. § 331)* (the "Application"). *See* Docket No. 175. Through the Application, Applicant seeks allowance, on an interim basis, of fees in the amount of \$67,805.50 and reimbursement of expenses in the amount of \$900.93 for the period of March 29, 2023, through November 17, 2025. *See id.* at pp. 2, 6.

Notice

On November 18, 2025, that *Notice of Hearing on Application for Payment of Interim Fees and/or Expenses* (the "Notice") was filed. *See* Docket No. 180. The Notice was served upon all parties-in-interest via Notice of Electronic Filing ("NEF") and U.S. Mail, first class, postage prepaid. *See id.* at *Proof of Service of Document*. [FN1]. 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." No party served with the Notice has timely filed an

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CONT... Baron Brothers Nursery, Inc.

Chapter 7

opposition to the Applications. The Court therefore takes the default of all non-responding parties served with the Notice.

11 U.S.C. § 330

Sections 330(a)(1)(A) and (B) of the Bankruptcy Code provide that the Court may award a professional person "reasonable compensation for actual, necessary services rendered by the [professional person], and "reimbursement for actual, necessary expenses." *See* 11 U.S.C. §§ 330(a)(1)(A) and (B). Section 330(a)(3) of the Bankruptcy Code provides that "[i]n determining the amount of reasonable compensation to be awarded to [a professional person], the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors..." *See* 11 U.S.C. § 330(a)(3). "A bankruptcy court also must examine the circumstances and the manner in which services are performed and the results achieved in order to arrive at a determination of a reasonable fee allowance. Such examination, in general, should include the following questions: First, were the services authorized? Second, were the services necessary or beneficial to the administration of the estate at the time they were rendered? Third, are the services adequately documented? Fourth, are the fees requested reasonable, taking into consideration the factors set forth in § 330(a)(3)." *In re Mednet*, 251 B.R. 103, 108 (9th Cir. BAP 2000)(internal citations omitted).

In the instant case, Applicant's employment by the Trustee as its accountant was approved through the Order. In reviewing the invoices attached to the Application, the Court finds, on an interim basis, that the services performed by Applicant on behalf of the Trustee appear to be necessary and beneficial to the administration of the estate, were properly documented, and appear to be reasonable considering the factors found in 11 U.S.C. § 330(a)(3).

The Court will approve the Application. Applicant is allowed, on an interim basis and pursuant to 11 U.S.C. § 331, fees in the amount of \$67,805.50 and reimbursement of expenses in the amount of \$900.93. Applicant is approved to be paid of the allowed fees, \$16,951.37, and fees of \$900.93.

Applicant is to upload conforming orders within 7 days.

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CONT... Baron Brothers Nursery, Inc.

Chapter 7

[FN1] On November 14, 2025, both the Applicant and Margulies Faith, LLP "waive[d] their right to receive forty-five (45) days notice, per Local Bankruptcy Rule 2016-1(a)(2)" of the other's application for interim fees. *See* Docket Nos. 172 and 173.

Party Information

Debtor(s):

Baron Brothers Nursery, Inc.

Represented By
William E. Winfield

Movant(s):

LEA Accountancy, LLP

Pro Se

Trustee(s):

Sandra McBeth (TR)

Represented By
Samuel Mushegh Boyamian
Jeremy Faith

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9:23-10157 Baron Brothers Nursery, Inc.

Chapter 7

#18.00 Hearing re: [179] Application for payment of interim fees and/or expenses (11 U.S.C. § 331) for Margulies Faith, LLP

Fees: \$234,403.00; Expenses: \$5,373.18

Docket 179

Tentative Ruling:

December 9, 2025

Appearances waived.

On March 6, 2023, Baron Brothers Nursery, Inc. (the "Debtor") filed a voluntary petition for relief pursuant to Chapter 7 of Title 11 of the United States Code. *See* Docket No. 1. Sandra McBeth is the duly appointed chapter 7 trustee (the "Trustee"). *See* Docket No. 3.

On April 11, 2023, the Court entered that *Order Authorizing the Employment of Margulies Faith, LLP as General Bankruptcy Counsel for Sandra K. McBeth, Chapter 7 Trustee Effective March 7, 2023* (the "Order") employing Margulies Faith, LLP (the "Applicant") as general bankruptcy counsel to the Trustee. *See* Docket No. 35.

On November 18, 2025, the Applicant filed that *Application for Payment of Interim Fees and/or Expenses (11 U.S.C. § 331)* (the "Application"). *See* Docket No. 179. Through the Application, the Applicant seeks allowance, on an interim basis, of fees in the amount of \$234,403.00 and reimbursement of expenses in the amount of \$5,373.18 for the period of March 7, 2023, through September 30, 2025. *See id.* at p 7. Additionally, the Applicant has agreed to an interim payment of 25% of approved fees and 100% of approved expenses. *See id.*

Notice

On November 18, 2025, that *Notice of Hearing on Application for Payment of Interim Fees and/or Expenses* (the "Notice") was filed. *See* Docket No. 180. The Notice was served upon all parties-in-interest via Notice of Electronic Filing ("NEF") and U.S.

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CONT... Baron Brothers Nursery, Inc.

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Mail, first class, postage prepaid. *See id.* at *Proof of Service of Document*. [FN1]. 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." No party served with the Notice has timely filed an opposition to the Applications. The Court therefore takes the default of all non-responding parties served with the Notice.

11 U.S.C. § 330

Sections 330(a)(1)(A) and (B) of the Bankruptcy Code provide that the Court may award a professional person "reasonable compensation for actual, necessary services rendered by the [professional person], and "reimbursement for actual, necessary expenses." *See* 11 U.S.C. §§ 330(a)(1)(A) and (B). Section 330(a)(3) of the Bankruptcy Code provides that "[i]n determining the amount of reasonable compensation to be awarded to [a professional person], the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors..." *See* 11 U.S.C. § 330(a)(3). "A bankruptcy court also must examine the circumstances and the manner in which services are performed and the results achieved in order to arrive at a determination of a reasonable fee allowance. Such examination, in general, should include the following questions: First, were the services authorized? Second, were the services necessary or beneficial to the administration of the estate at the time they were rendered? Third, are the services adequately documented? Fourth, are the fees requested reasonable, taking into consideration the factors set forth in § 330(a)(3)." *In re Mednet*, 251 B.R. 103, 108 (9th Cir. BAP 2000)(internal citations omitted).

In the instant case, the Applicant's employment by the Trustee as its general bankruptcy counsel was approved through the Order. In reviewing the invoices attached to the Application, the Court finds, on an interim basis, that the services performed by the Applicant on behalf of the Trustee appear to be necessary and beneficial to the administration of the estate, were properly documented, and appear to be reasonable considering the factors found in 11 U.S.C. § 330(a)(3).

The Court will approve the Application. The Applicant is allowed, on an interim basis and pursuant to 11 U.S.C. § 331, fees in the amount of \$234,403.00 and

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CONT... Baron Brothers Nursery, Inc. Chapter 7

reimbursement of expenses in the amount of \$5,373.18; and payment, on an interim basis, of fees in the amount of \$58,600.75 and reimbursement of expenses in the amount of \$5,373.18.

The Applicant is to upload conforming orders within 7 days.

[FN1] On November 14, 2025, both the Applicant and LEA Accountancy, LLP "waive[d] their right to receive forty-five (45) days notice, per Local Bankruptcy Rule 2016-1(a)(2)" of the other's application for interim fees. *See* Docket Nos. 172 and 173.

Party Information

Debtor(s):

Baron Brothers Nursery, Inc.

Represented By
William E. Winfield

Trustee(s):

Sandra McBeth (TR)

Represented By
Samuel Mushegh Boyamian
Jeremy Faith

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1:00 PM

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

Chapter 13

#19.00 CONT'D Hearing re: [39] Objection to claimed exemption in homestead
fr. 9-9-25, 11-4-25,

Docket 39

***** VACATED *** REASON: Hearing continued to 2/10/2026 at 9:00 a.m.
per order entered 11/24/2025**

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

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1:00 PM

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

Chapter 13

#20.00 CONT'D Hearing re: [43] Debtor's motion to avoid lien under
11 U.S.C. § 522(f) (Real Property)

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

Docket 43

***** VACATED *** REASON: Withdrawn on 11/18/2025**

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

Movant(s):

Wayne Carl Fulton

Represented By
Jenny L Doling
Jenny L Doling
Jenny L Doling

Linda Scanlin Fulton

Represented By
Jenny L Doling
Jenny L Doling
Jenny L Doling

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

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9:25-11128 Jaime Ashmore

Chapter 13

#21.00 Hearing re: [14] Motion for order determining value of collateral
[11 U.S.C. § 506(a), FRBP 3012]

Docket 14

Tentative Ruling:

December 9, 2025

Appearances required.

On November 13, 2025, Jaime Ashmore (the "Debtor") filed that *Notice of Motion and Motion for Order Determining Value of Collateral* [11 U.S.C. § 506(a); FRBP 3012] (the "Motion"), seeking to value a 2019 Chevy Traverse (the "Vehicle") pursuant to 11 U.S.C. § 506(a). See Docket No. 14.

The Court's first inquiry is, when was the Vehicle purchased? Second, is the outstanding debt on the Vehicle purchase money? If the Vehicle was purchased after February 27, 2023, and the outstanding debt is purchase money, is the Motion not barred by 11 U.S.C. § 1325(a)?

Presuming the Vehicle was purchased prior to February 27, 2023, the Court turns to its Local Rule 3015-1(b)(7), which provides that "[u]nless otherwise ordered by the court, the debtor shall file any document to value collateral pursuant to 11 U.S.C. § 506(a) [] within 28 days of commencement of the case." The Debtor's bankruptcy case was filed on August 25, 2025, and the Motion was filed nearly three (3) months later. Does the Motion not violate this Court's Local Rule 3015-1(b)(7)?

Is Cross River Bank an FDIC insured depository institution? Pursuant to Fed. R. Bankr. P. 9014(b)(1), "[t]he motion must be served [] in the manner for serving a summons and complaint provided by Rule 7004." As provided in Fed. R. Bankr. P. 7004(h), "[s]ervice on an insured depository institution [] in a contested matter [] shall be made by certified mail addressed to an officer of the institution..." Here, the Motion was served by US Mail on Henry Liwag, the agent for service of process of

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Best Egg/Cross River Bank. *See* Docket No. 14, p. 9, *Proof of Service of Document*.
Has Cross River Bank waived the service requirements of Fed. R. Bankr. P. 7004? If
not, is the Motion lacking in the service requirements of Fed. R. Bankr. P. 7004?

Should the Debtor make it past the preceding queries, the Court has some hesitation
regarding the Debtor's valuation evidence. The Debtor's sole evidence of valuation is
their "[k]nowledge of comparable sales." *See* Docket No. 14, p. 6. The Court will
require further evidence of the value of the Vehicle.

Party Information

Debtor(s):

Jaime Ashmore

Represented By
Shawn S White

Movant(s):

Jaime Ashmore

Represented By
Shawn S White

Trustee(s):

Elizabeth (ND) F Rojas (TR)

Pro Se

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9:24-10954 Ronald E. Sweeney

Chapter 11

#22.00 Hearing re: [118] Debtor's fourth motion for entry of an order extending exclusivity periods for debtor to file a plan of reorganization and obtain acceptances thereof

Docket 118

Tentative Ruling:

December 9, 2025

Appearances waived.

Background

On August 21, 2024, Ronald E. Sweeney (the "Debtor") filed a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Code. *See* Docket No. 1, *Voluntary Petition for Individuals Filing for Bankruptcy*. Pursuant to 11 U.S.C. § 1121(b), "only a debtor may file a plan until after 120 days after the date of the order for relief under this chapter." Section 1121(d) of the Bankruptcy Code provides that "on request of a party in interest made within the respective periods specified in subsections (b) and (c) of this section and after notice and a hearing, the court may for cause reduce or increase the 120-day period or the 180-day period referred to in this section." The Bankruptcy Code does not define "cause" as it relates to Section 1121(d) of the Bankruptcy Code, but courts have held that such determination lies within the trial court's discretion. *See In re Gibson & Cushman Dredging Corp.*, 101 B.R. 405, 407-409 (E.D.N.Y. 1989). The Ninth Circuit BAP has recognized the application of relevant factors that bankruptcy courts may consider in determining whether cause exists to extend or shorten the period of exclusivity, including: (1) the size and complexity of the case; (2) the necessity of sufficient time to permit the debtor to negotiate a reorganization plan and prepare adequate information; (3) the existence of good faith progress toward reorganization; (4) the fact that the debtor is paying its bills as they become due; (5) whether the debtor has demonstrated reasonable prospects for filing a viable plan; (6) whether the debtor has made progress in negotiations with its creditors; (7) the amount of time that has elapsed in the case; (8) whether the debtor is seeking an exclusivity extension in order to pressure

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creditors to submit to the debtor's reorganization demands; and (9) whether an unresolved contingency exist. *See In re Henry Mayo Newhall Memorial Hosp.*, 282 B.R. 444, 452 (9th Cir. BAP 2002).

In the instant case, the Debtor's period of exclusivity to file a plan of reorganization, and to obtain acceptances of that filed plan are November 14, 2025, and January 14, 2026, respectively. *See* Docket No. 105. Before the Court is *Debtor's Notice of Motion and Fourth Motion for Entry of an Order Extending Exclusivity Periods for Debtor to File a Plan of Reorganization and Obtain Acceptances Thereof* (the "Motion"). *See* Docket No. 118.

Notice

The Motion, and notice of the hearing thereon, were served on all creditors of the Debtor and the Office of the United States Trustee originally on November 14, 2025, but with an incorrect hearing date. *See* Docket No. 118, *Proof of Service of Document*. On November 18, 2025, the Debtor filed *Debtor's Amended Notice of Motion re Hearing on Fourth Motion for Entry of an Order Extending Exclusivity Periods for Debtor to File a Plan of Reorganization and Obtain Acceptances Thereof*, which corrected the hearing date. *See* Docket No. 123. The amended notice of the Motion informs parties-in-interest that this Court's Local Rule 9013-1(f) requires any response to the Motion to be filed at least 14 days prior to the designated hearing on the Motion. *See id.* at p. 2, lines 15-19. 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." No party served with the Motion has filed an opposition to the Motion.

Analysis

The instant case is not overly complex or large, but the Debtor's stated exit strategy relies on certain asset sale milestones that will not occur until after the current periods of exclusivity lapse. The Debtor appears to the Court to be making a good faith effort towards reorganization, including their being in compliance with most of the requirements of debtors-in-possession, as set forth by the Office of the United States Trustee's guidelines regarding the same. The Debtor appears to be paying their obligations as they become due on a post-petition basis. *See* Docket No. 109, *Monthly*

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Operating Report, p. 2. It seems to the Court that the Debtor is making progress towards their purported exit strategy, largely through listing for sale the assets the Debtor intends on funding any such plan with, or leasing certain assets. For example, the Debtor has sold some of his artwork and has recently file a motion to sell additional artwork. Further, the Debtor has indicated that he is seeking exit financing for a structured dismissal within the next two to three months. *See* Docket No. 130, *Debtor's Sixth Chapter 11 Status Conference Report*, p. 3. The Motion is the fourth of its kind filed by the Debtor, and the Court finds no evidence that the Motion is being utilized by the Debtor to pressure creditors. Lastly, there has been no opposition to the Motion.

The Court finds cause to extend the period of exclusivity for the Debtor to file a plan of reorganization to February 20, 2026, and the period to obtain acceptances of said filed plan to April 21, 2026. The Motion is, therefore, granted *in toto*.

The Debtor is to upload a conforming order within 7 days.

Party Information

Debtor(s):

Ronald E. Sweeney

Represented By
David B Zolkin
James R Selth

Movant(s):

Ronald E. Sweeney

Represented By
David B Zolkin
David B Zolkin
David B Zolkin
James R Selth
James R Selth
James R Selth

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9:25-11445 Rasmussen, Rasmussen and Rasmussen

Chapter 11

#23.00 Hearing re: [13] Motion to determine case to be single asset real estate

Docket 13

Tentative Ruling:

December 9, 2025

Appearances required.

On October 29, 2025, Rasmussen, Rasmussen and Rasmussen (the "Debtor") filed a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Code. *See* Docket No. 1, *Voluntary Petition for Non-Individuals Filing for Bankruptcy*. The Debtor did not indicate on its bankruptcy petition that it was a single asset real estate debtor. *See id.* at p. 2.

On November 13, 2025, 111 & 133 South La Patera, Goleta, CA First Mortgage Investors, LP filed that *Motion to Determine Case to Be Single Asset Real Estate and Declaration of William C. Beall In Support Thereof* (the "Motion"), requesting a finding that the Debtor's bankruptcy case is a single asset real estate case. *See* Docket No. 13.

The Debtor does not dispute that its bankruptcy case is a single asset real estate case, and the Debtor claims that its "now filed schedules should show as much." *See* Docket No. 24, *Case Management Conference Status Report Number 1*;, p. 3, lines 18-21.

As the Debtor does not dispute the relief requested in the Motion, and, in fact, agrees that the instant bankruptcy case should have been filed as a single asset real estate case, the Motion is granted.

Party Information

Debtor(s):

Rasmussen, Rasmussen and

Represented By
Eric Bensamochan

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Movant(s):

111 & 133 South La Patera, Goleta

Represented By
William C Beall

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9:25-11446 Neal Feay Company

Chapter 11

#24.00 CONT'D Hearing re: [13] Motion to approve first stipulation between debtor and secured creditor, 111 and 124 La Patera 2024 LP, regarding debtor's continued use of cash collateral

fr. 11-6-25, 11-13-25,

Docket 13

Tentative Ruling:

December 9, 2025

Appearances required.

On November 18, 2025, the Debtor filed that *Notice of Continued Hearing on Debtor's Stipulated Use of Cash Collateral* (the "Notice"). See Docket No. 38. The Notice does not comply with this Court's Local Rule 9013-1(c)(2). Among other things, the Notice does not "advise the opposing party that LBR 9013-1(f) requires a written response to be filed and served at least 14 days before the hearing."

How were any parties-in-interest to know of the deadline to file any response to the motion to use cash?

November 6, 2025

Appearances required.

Background

On October 29, 2025 (the "Petition Date"), Neal Feay Company (the "Debtor") filed a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Code (the "Petition"). See Docket No. 1, *Voluntary Petition for Non-Individuals Filing for Bankruptcy*. The Petition discloses that there are no "bankruptcy cases

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pending or being filed by a business partner or an affiliate of the debtor." *See id.* at p. 2. Yet, on November 4, 2025, the Debtor filed that *Notice of Debtor and Debtor-in-Possession's Ex Parte Motion for Joint Administration of Chapter 11 Cases Pursuant to 11 U.S.C. § 105(a), Federal Rule of Bankruptcy Procedure 1015, and Local Bankruptcy Rule 1015-1*, wherein the Debtor specifically informs the Court that its affiliate, "Rasmussen, Rasmussen, and Rasmussen, filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, case nos. [sic] 9:25-bk-11445-RC." *See* Docket No. 12, p. 4, lines 8-10 and p. 5, lines 18-25.

On November 5, 2025, the Debtor filed that *Notice of Motion and Motion to Approve First Stipulation Between Debtor and Secured Creditor, 111 and 124 La Patera 2024 LP Regarding Debtor's Continued Use of Cash Collateral* (the "Motion"). *See* Docket No. 13. Through the Motion, the Debtor seeks this Court's approval of that *First Stipulation Between Debtor and Secured Creditor, 111 and 124 La Patera 2024 LP Regarding Debtor's Continued Use of Cash Collateral* (the "Stipulation") with 111 and 124 La Patera 2024 LP (the "La Patera") allowing the Debtor the use of cash collateral of La Patera through and including December 10, 2025. *See id.* at p. 4, lines 15-17.

Notice

The Motion is being heard on an emergency basis pursuant to, *inter alia*, this Court's Local Rule 9075-1(a). After a call to chambers to obtain instructions regarding a hearing on the Motion on an emergency basis pursuant to this Court's Local Rule 9075-1(a)(2), the Debtor's counsel was instructed by chambers to provide telephonic notice of the hearing on the Motion to all secured creditors, the 20 largest unsecured creditors, and the Office of the United States Trustee (the "OUST") by November 5, 2025, at noon, and to serve the Motion on the same parties receiving telephonic notice via email by November 5, 2025, at noon. Additionally, the Debtor was to file a proof of service of the Motion conforming with the above instructions by November 5, 2025, at 5:00 pm.

On November 5, 2025, the Debtor filed that *Certificate of Service of the Notice of Motion and Motion to Approve First Stipulation Between Debtor and Secured Creditor, 111 and 124 LA Patera 2024 LP Regarding Debtor's Continued Use of Cash Collateral* (the "COS"). *See* Docket No. 15. The COS provides that email

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service of the Motion was made on November 5, 2025, on Mr. Beall (who represents La Patera, but served as counsel to Santa Barbara Commercial Mortgage), the OUST, Quill Corporation, Santa Barbara Tax Collector, and 1505 Corporation, at some unknown time. *See id.* at p. 2, lines 11-20. The Court cannot confirm that Intech Funding, the Internal Revenue Service, and Santa Barbara Commercial Mortgage, who are all listed on that *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders*, were served with the Motion by way of email. And, as noted, the Court cannot confirm that any party was served by noon on November 5, 2025. As to Mr. Beall, he was emailed at 1:53 p.m., on November 5, 2025. *See id.* at p. 24. The OUST was emailed at 2:23 p.m., on November 5, 2025. *See id.* at p. 25.

Telephonic notice to certain parties was made on November 5, 2025, but the Court is unable to confirm that the telephonic notice occurred prior to noon on November 5, 2025.

The Court is inclined to deny the Motion as the Court is unable to confirm that the Debtor complied with the Court's instructions for informing parties regarding the emergency hearing on the Motion.

Analysis

Pursuant to 11 U.S.C. § 363(c)(2), "[t]he trustee may not use, sell, or lease cash collateral [] unless (A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section."

Here, the Debtor seeks the use of the cash collateral of La Patera through the approval of the Stipulation. The Court has more questions here than it has answers for.

First, this Court's Local Rule 4001-2(a) provides that "[e]ach motion [] to approve the use of cash collateral [] under 11 U.S.C. §§ 363 or 364, or related stipulation [] must be accompanied by mandatory court-approved form F 4001-2.STMT.FINANCE." The Court does not find the mandatory court-approved form on the Docket, which this Court's Local Rule 4001-2(a) provides "must" accompany the Motion.

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Second, it is not clear where La Patera fits within the Debtor's case. Is La Patera also Santa Barbara Commercial Mortgage? Is the Debtor simply a corporate guarantor of a loan extended to another entity by La Pantera? La Pantera is nowhere to be found in the Petition.

Third, what was the collateral base of La Patera as of the Petition Date? Specifically, what of the Debtor's assets as of the Petition Date comprised the cash collateral of La Patera? The Petition provides that the Debtor had less than \$50,001 in assets as of the Petition Date. The Stipulation calls for an adequate protection payment of \$35,000 on December 1, 2025. *See* Docket No. 13, p. 12, lines 9-10. Did the Debtor have \$35,000 in cash as of the Petition Date? And if so, it is the Debtor's position that the total of the remainder of its assets were less than \$15,000 as of the Petition Date?

That *Monthly Budget Expenses* (the "Budget") contains operational and other expenses that the Stipulation allows to be paid with La Patera's purported cash collateral. *See id.* at p. 14.

- The Budget has a mortgage payment of \$35,000 and property taxes of \$27,475, which the Court presumes relates to a parcel of property that secures La Patera's claim against the Debtor. Who, then, owns the property? The Debtor claims less than \$50,001 in assets.
- What is the Debtor's projected income for the month? The Court cannot determine whether La Patera is entitled to adequate protection, and in what amount, if the Court cannot understand the diminution in the value of La Patera's cash collateral base over the month's time.
- There is a line item for "Rent NY." What does this relate to?
- What are the line items "CC UBS," "Misc Shop Supplies on CC," and "Trash Collection CC?"
- There is a line item for "American Express." Does the Debtor have an open credit card post-petition? Is the Debtor borrowing money from an insider post-petition, and repaying that loan monthly, all without this Court's approval after notice and hearing?
- Why is there a category of "Critical Vendors?" Are these critical vendors in the sense that they have pre-petition claims being paid post-petition? If so, is this not counter to Ninth Circuit authority?

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The Motion is unsupported by a declaration. Alan Owens is listed as the attestor, but that *Declaration of Alan Owens* is executed by Alex Rasmussen. See Docket No. 13, pp. 5-6.

Party Information

Debtor(s):

Neal Feay Company

Represented By
Eric Bensamochan

Movant(s):

Neal Feay Company

Represented By
Eric Bensamochan

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9:25-10915 Outer Aisle Gourmet, LLC

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#25.00 Hearing re: [115] Debtor's motion for order authorizing: (1) auction sale of certain equipment free and clear of liens, claims, and interests pursuant to 11 U.S.C. § 363(f); (2) entry into auction agreement; and (3) abandonment of any unsold equipment pursuant to 11 U.S.C. § 554

Docket 115

Tentative Ruling:

December 9, 2025

Appearances required.

Background

On July 10, 2025, Outer Aisle Gourmet, LLC (the "Debtor") filed a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Code. *See* Docket No. 1, *Voluntary Petition for Non-Individuals Filing for Bankruptcy*.

Before the Court is *Debtor's Notice of Motion and Motion for Order Authorizing (1) Auction Sale of Certain Equipment Free and Clear of Liens, Claims, and Interests Pursuant to 11 U.S.C. § 363(f), (2) Entry Into Auction Agreement, and (3) Abandonment of Any Unsold Equipment Pursuant to 11 U.S.C. § 554* (the "Motion"). *See* Docket No. 115. The Motion seeks three (3) forms of relief. First, the Debtor requests authority to sell certain equipment that it owns, and that it does not own, free and clear of liens, claims, and interests. Second, to the extent said equipment is not sold, the Debtor seeks to abandon the unsold equipment as being burdensome and having inconsequential value to the Debtor's bankruptcy estate. *See id.* at p. 3, lines 1-7.

Analysis

11 U.S.C. § 363(b)

Section 363(b)(1) of the Bankruptcy Code allows the Trustee to "sell [] other than in

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the ordinary course of business, property of the estate..." Federal Rule of Bankruptcy Procedure ("Rule") 6004(f)(1) provides in relevant part that "[a]ll sales not in the ordinary course of business may be by [] public auction."

Here, the Debtor has provided an appropriate business justification for selling the equipment listed on *Exhibit 1* to the Motion. The Debtor asserts that said equipment is not required for the Debtor's operations, and is taking up space it would use for purposes other than storage of excess equipment. The Court will approve the Motion pursuant to 11 U.S.C. § 363(b) insofar as the Debtor seeks to sell the equipment listed in *Exhibit 1* to the Motion.

The Court is not inclined to grant the Motion to the extent it seeks approval of this Court to sell the equipment listed in *Exhibit 2* to the Motion. The equipment listed in *Exhibit 2* to the Motion was "formerly leased by the Debtor," and is "owned by the respective lessor." See Docket No. 115, p. 5, lines 14-17. The equipment is in the Debtor's possession, perhaps, but this equipment does not constitute property of the Debtor's bankruptcy estate. This Court has no authority to authorize the sale of the property of another, unconcerned with the Debtor's bankruptcy case. The Motion is denied as to its request that this Court's authorize the sale of assets that are not property of the Debtor's bankruptcy estate.

To that point, the Court has concerns about the costs of the auction. The costs are not separated by *Exhibit 1* and *Exhibit 2* to the Motion. Whilst the Court will approve of the proposed auction, it is only willing to approve an auction where the Debtor's bankruptcy estate is not paying/sharing the costs to sell the assets of non-debtors. There may be economies of scale at play, making it of little to no consequence for the Debtor, but that is not made clear in the Motion.

11 U.S.C. § 363(f)

Section 363(f) of the Bankruptcy Code permits a sale of property of the bankruptcy estate "free and clear of any interest in such property of an entity other than the estate" if any one of the following five conditions is met:

- (1) applicable non-bankruptcy law permits sale of such property free

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and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is a bona fide dispute; or

(5) such entity could be compelled, in legal or equitable proceeding, to accept a money satisfaction of such interest.

The Debtor provides in the Motion that the creditors with properly perfected security interests in the equipment listed in *Exhibit 1* to the Motion approve of the sale. *See* Docket No. 115, p. 9, lines 24-27. The Court finds no declaration of any creditor in support of the proposed sale, and this Court has not taken the position in the past that silence equates to consent.

The Court will approve the proposed sale pursuant to 11 U.S.C. § 363(f)(4) solely as to the U.S. Small Business Administration and the Ventura Tax Collector.

11 U.S.C. § 554(b)

Pursuant to 11 U.S.C. § 554(b), "[o]n request of a party in interest and after notice and a hearing, the court may order the trustee to abandon property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate."

"In order to approve a motion to abandon, the bankruptcy court must find either that (1) the property is burdensome to the estate or (2) of inconsequential value and inconsequential benefit to the estate." *In re Viet Vu*, 245 B.R. 644, 647 (9th Cir. BAP 2000). "An order compelling abandonment is the exception, not the rule.

Abandonment should only be compelled in order to help the creditors by assuring some benefit in the administration of each asset...Absent an attempt by the trustee to churn property worthless to the estate just to increase fees, abandonment should rarely be ordered." *Id.* (citing *In re K.C. Mach. & Tool Co.*, 816 F.2d 238, 245 (6th Cir. 1987)); *see also In re Gill*, 574 B.R. 709, 714 (9th Cir. BAP 2017). "[I]n evaluating a proposal to abandon property, it is the interests of the estate and the creditors that have

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primary consideration, not the interests of the debtor." *In re Galloway*, 2014 WL 4212621 *6 (9th Cir. BAP 2014). "[T]he bankruptcy trustee has the 'authority to act for the benefit of the estate and may sell a cause of action, prosecute it in nonbankruptcy court, settle it, or abandon it to the debtor as of inconsequential value to the estate.'" *In re Yack*, 2009 WL 7751419 *7 (9th Cir. BAP 2009)(internal citation omitted). "The bankruptcy trustee must determine, in his sound business judgment, what disposition is in the best interests of the estate." *Id.* In analyzing a motion to abandon under 11 U.S.C. § 554, "the Court need only find that the trustee made: (1) a business judgment; (2) made in good faith; (3) upon some reasonable basis; and (4) within the trustee's scope of authority." *In re Fulton*, 162 B.R. 539, 540 (W.D. Mo. 1993).

Here, the Debtor believes that to the extent it is unable to sell the equipment listed in *Exhibit 1* to the Motion, it will be burdensome and of inconsequential value to the Debtor's bankruptcy estate. The Court has no reason to question the Debtor's business judgment here, and, so, will grant the 11 U.S.C. § 554 request.

Party Information

Debtor(s):

Outer Aisle Gourmet, LLC

Represented By
Garrick A Hollander
Jordyn Paperny

Movant(s):

Outer Aisle Gourmet, LLC

Represented By
Garrick A Hollander
Jordyn Paperny