9:30 AM

1: - **Chapter**

#0.00 **All hearings on this calendar will be conducted in Courtroom 301 at 21041 Burbank Boulevard, Woodland Hills, California, 91367. All parties in interest, members of the public and the press may attend the hearings on this calendar in person.**

Additionally, (except with respect to evidentiary hearings, or as otherwise ordered by the Court) parties in interest (and their counsel) may connect by ZoomGov audio and video free of charge, using the connection information provided below. Members of the public and the press may only connect to the zoom audio feed, and only by telephone. Access to the video feed by these individuals is prohibited.

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The audio portion of each hearing will be recorded electronically by the Court and that recording will constitute its official record. Recording, retransmitting, photographing or imaging Court proceedings by any means is strictly prohibited.

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9:30 AM
CONT... **Chapter**

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Docket 0

Tentative Ruling:

- NONE LISTED -

9:30 AM

1:26-10957 Negar Sarbaz **Chapter 7**

#1.00 Motion for relief from stay [UD]

SIMON LEVI LP
VS
DEBTOR

Docket 12

Tentative Ruling:

Grant relief from stay pursuant to 11 U.S.C. § 362(d)(1) and (d)(2).

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to obtain possession of the property.

The Court will not annul the automatic stay. Movant has not identified what, if any, acts were taken postpetition in violation of the stay.

Movant's request for relief under 11 U.S.C. § 362(d)(4) is denied, because section 362(d)(4) appears to be inapplicable. Movant is the owner of property, not a creditor whose claim is secured by an interest in the property, as specified in the statute.

The order is binding and effective in any bankruptcy case commenced by or against the debtor for a period of 180 days, so that no further automatic stay shall arise in that case as to the property.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

All other requested relief is denied.

Movant must submit the order within seven (7) days.

Note: No response has been filed. Accordingly, no court appearance by movant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and movant will be so

9:30 AM
CONT... **Negar Sarbaz** **Chapter 7**

notified.

Party Information

Debtor(s):

Negar Sarbaz	Represented By David L Shin

Movant(s):

Simon Levi LP	Represented By Vincent Renda

Trustee(s):

Jeremy W. Faith (TR)	Pro Se

9:30 AM

1:25-12049 **Shervin Taheri and Nadia Ejrai Taheri** **Chapter 7**

#2.00 Motion for relief from star [AN]

PLAINTIFF MINA KATEB
VS
DEBTOR

Docket 47

Tentative Ruling:

Deny.

Debtors must submit the order within seven days.

Party Information

Debtor(s):

Shervin Taheri	Represented By David S Hagen

Joint Debtor(s):

Nadia Ejrai Taheri	Represented By David S Hagen

Trustee(s):

Amy L Goldman (TR)	Represented By Jeremy Faith Jonathan Serrano

9:30 AM

1:26-10896 Lisseth Berenice Velasquez **Chapter 7**

#3.00 Motion for relief from stay [PP]

HUGHES FEDERAL CREDIT UNION
VS
DEBTOR

Docket 8

Tentative Ruling:

Grant relief from stay pursuant to 11 U.S.C. § 362(d)(1) and (d)(2).

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to repossess and sell the property.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

Movant must submit the order within seven (7) days.

Note: No response has been filed. Accordingly, no court appearance by movant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and movant will be so notified.

Party Information

Debtor(s):

Lisseth Berenice Velasquez — Represented By
Edwin I Aimufua

Movant(s):

Hughes Federal Credit Union — Represented By
Misty A Perry Isaacson

Trustee(s):

Amy L Goldman (TR) — Pro Se

9:30 AM
1:26-10802 Jorge A Licona Bonilla **Chapter 7**

#4.00 Motion for relief from stay [PP]

TOYOTA MOTOR CREDIT CORPORATION
VS
DEBTOR

Docket 9

Tentative Ruling:

Grant relief from stay pursuant to 11 U.S.C. § 362(d)(1) and (d)(2).

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to repossess and sell the property.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

Movant must submit the order within seven (7) days.

Note: No response has been filed. Accordingly, no court appearance by movant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and movant will be so notified.

Party Information

Debtor(s):

Jorge A Licona Bonilla	Represented By George C Panagiotou

Movant(s):

Toyota Motor Credit Corporation	Represented By Kirsten Martinez

9:30 AM

CONT... Jorge A Licona Bonilla **Chapter 7**

Trustee(s):

Nancy J Zamora (TR) Pro Se

9:30 AM

1:26-10204 Michael Vahan Geozalian and Lucy Geozalian **Chapter 7**

#5.00 Motion for relief from stay [PP]

TOYOTA MOTOR CREDIT CORPORATION
VS
DEBTOR

Docket 25

***** VACATED *** REASON: No chambers copy of motion provided. Motion is not on calendar.**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Michael Vahan Geozalian — Represented By Vahe Khojayan

Joint Debtor(s):

Lucy Geozalian — Represented By Vahe Khojayan

Movant(s):

Toyota Motor Credit Corporation — Represented By Kirsten Martinez

Trustee(s):

Nancy J Zamora (TR) — Pro Se

9:30 AM
1:23-10270 Linda Ezor Swarzman **Chapter 7**

#6.00 Motion for relief from stay [RP]

U.S. BANK TRUST NATIONAL ASSOCIATION
VS
DEBTOR

Docket 920

Tentative Ruling:

Grant relief from stay pursuant to 11 U.S.C. § 362(d)(1) and (d)(2).

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to foreclose upon and obtain possession of the property.

Movant, or its agents, may, at its option, offer, provide and enter into a potential forbearance agreement, loan modification, refinance agreement or other loan workout or loss mitigation agreement. Movant, through its servicing agent, may contact the debtor by telephone or written correspondence to offer such an agreement.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

Movant must submit the order within seven (7) days.

Note: No response has been filed. Accordingly, no court appearance by movant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and movant will be so notified.

Party Information

Debtor(s):

Linda Ezor Swarzman — Represented By
Paul A Beck

9:30 AM

CONT... Linda Ezor Swarzman **Chapter 7**

Movant(s):

U.S. Bank Trust National	Represented By David Coats Sean C Ferry Sarah Arlene Dooley-Lewis

Trustee(s):

David M Goodrich (TR)	Represented By Matthew A Lesnick Derrick Talerico

9:30 AM

1:26-10418 Bryan Michael Chic **Chapter 7**

#7.00 Motion for relief from stay [RP]

PENTAGON FEDERAL CREDIT UNION
VS
DEBTOR

Docket 16

Tentative Ruling:

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

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to foreclose upon and obtain possession of the property.

Upon entry of the order, for purposes of Cal. Civ. Code § 2923.5, the debtor is a borrower as defined in Cal. Civ. Code § 2920.5(c)(2)(C).

The 14-day stay prescribed by FRBP 4001(a)(4) is waived.

Movant must submit the order within seven (7) days.

Note: No response has been filed. Accordingly, no court appearance by movant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and movant will be so notified.

Party Information

Debtor(s):

Bryan Michael Chic	Represented By Nathan A Berneman

Movant(s):

Pentagon Federal Credit Union	Represented By Darlene C Vigil

9:30 AM

CONT... **Bryan Michael Chic** **Chapter 7**

Trustee(s):

David Keith Gottlieb (TR) Pro Se

9:30 AM
1:26-10790 **Hassan Saad Shatila** **Chapter 13**

#8.00 Motion for relief from stay [AN]

ZIAD CORBAN
VS
DEBTOR

Docket 24

Tentative Ruling:

On June 4, 2026, Zian Corban and Corban Group, Inc. ("Movants") filed the *Notice of Motion and Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (with Supporting Declarations) (Action in Nonbankruptcy Forum)* (the "Motion") [doc. 24].

On June 12, 2026, the debtor filed a response to the Motion (the "Response") [doc. 29].

Contrary to Local Bankruptcy Rule 4001-1(c)(1)(C), Movants did not serve the Motion on both the debtor and the debtor's counsel. Taking into account the Response, the Court will grant relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1). The claims arise under nonbankruptcy law and can be most expeditiously resolved in the nonbankruptcy forum.

Movants may proceed under applicable nonbankruptcy law to proceed to final judgment in the nonbankruptcy forum, provided that the stay remains in effect with respect to enforcement of any judgment against the debtor and property of the debtor's bankruptcy estate.

The Court will deny movants' request that the order is binding and effective in any future bankruptcy case, no matter who the debtor may be, without further notice.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

9:30 AM

CONT... **Hassan Saad Shatila** **Chapter 13**

Party Information

Debtor(s):

Hassan Saad Shatila	Represented By Andy C Warshaw

Movant(s):

Corban Group, Inc.	Represented By Paro Astourian
Ziad Corban	Represented By Paro Astourian

Trustee(s):

Elizabeth (SV) F Rojas (TR)	Pro Se

9:30 AM

1:26-10449 Stan Mazin **Chapter 13**

#9.00 Motion for relief from stay [PP]

TOYOTA MOTOR CREDIT CORPORATION
VS
DEBTOR

Docket 20

Tentative Ruling:

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

Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to repossess and sell the property.

The 14-day stay prescribed by FRBP 4001(a)(4) is waived.

Movant must submit the order within seven (7) days.

Note: No response has been filed. Accordingly, no court appearance by movant is required. Should an opposing party file a late opposition or appear at the hearing, the Court will determine whether further hearing is required and movant will be so notified.

Party Information

Debtor(s):

Stan Mazin — Represented By
Kevin T Simon

Movant(s):

Toyota Motor Credit Corporation — Represented By
Kirsten Martinez

9:30 AM

CONT... Stan Mazin **Chapter 13**

Trustee(s):

Elizabeth (SV) F Rojas (TR) Pro Se

9:30 AM

1:24-11528 Petros Boyadzhyan **Chapter 13**

#10.00 Motion for relief from stay [RP]

ONSLOW BAY FINANCIAL LLC
VS
DEBTOR

Docket 32

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Petros Boyadzhyan	Represented By James G. Beirne

Movant(s):

Onslow Bay Financial LLC	Represented By Fanny Zhang Wan

Trustee(s):

Elizabeth (SV) F Rojas (TR)	Pro Se

9:30 AM

1:26-10498 Hayats Kitchen, Inc. **Chapter 11**

#11.00 Motion for relief from stay [AN]

ZIAD CORBAN
VS
DEBTOR

Docket 74

Tentative Ruling:

The Court will continue the hearing to **9:30 a.m. on July 30, 2026**.

On June 5, 2026, Zian Corban and Corban Group, Inc. ("Movants") filed the *Notice of Motion and Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (with Supporting Declarations) (Action in Nonbankruptcy Forum)* (the "Motion") [doc. 74].

On June 17, 2026, the debtor filed a limited opposition to the Motion [doc. 78].

Contrary to Fed. R. Bankr. P. 4001(a)(1)(A), Movants did not serve the Motion on the debtor's 20 largest unsecured creditors.

No later than July 9, 2026, Movants must file and serve the Motion and notice of the continued hearing date, with the deadline to respond to the Motion 14 days prior thereto, on the debtor's 20 largest unsecured creditors.

Appearances on July 2, 2026 are excused.

Party Information

Debtor(s):

Hayats Kitchen, Inc. — Represented By Eric Bensamochan

Movant(s):

Corban Group, Inc. — Represented By Paro Astourian

9:30 AM

CONT... Hayats Kitchen, Inc. **Chapter 11**

Ziad Corban	Represented By Paro Astourian

Trustee(s):

Moriah Douglas Flahaut (TR)	Pro Se

9:30 AM
1:25-11697 Hassake Enterprises Inc. **Chapter 11**

#12.00 Motion for relief from automatic stay [AN]

GLOVIS AMERICA, INC.
VS
DEBTOR

Docket 111

Tentative Ruling:

For the reasons discussed below, the Court will grant the *Notice of Motion and Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (Action in Non-Bankruptcy Forum)* (the "RFS Motion") [doc. 111].

I. BACKGROUND

A. Prepetition Activity

In June 2023, Glovis America, Inc. ("Movant") filed a complaint (the "State Court Complaint") against the debtor Hassake Enterprises, Inc. ("Debtor") and Nadia Masoudi (together, "Defendants") in Los Angeles County Superior Court, initiating case no. 23STCV13912 (the "State Court Action"). *See* Declaration of Jaehee Lee, ¶ 5(c) ("Lee Decl.") [doc. 111]; Complaint, attached as Exh. 1 to the Declaration of Rachel M. Sposato (the "Sposato Decl.") [doc. 144].

In the State Court Complaint, Movant alleged certain claims, among others, against Debtor: (1) breach of contract; (2) goods sold and delivered; (4) open book account; and (5) account stated. *See id*. In addition, Movant alleged the following claims against Ms. Masoudi: (1) breach of personal guaranty; (2) goods sold and delivered; (3) open book account; and (4) account stated. *See id.*

The State Court Complaint alleges:

> Defendants are in the business of operating a Sinclair gas station in Van Nuys, California (the "Station"). In March 2019, Ms. Masoudi

> executed a fuel credit application (the "Application") on behalf of Debtor, agreeing to certain terms of payment and interest charges. The Application included a personal guaranty agreement executed by Ms. Masoudi (the "Guaranty Agreement"), guaranteeing Debtor's payment owed to Movant. Movant would not have extended credit to Debtor had Ms. Masoudi not agreed to personally guarantee all debts incurred in securing the fuel supply for the Sinclair station.
>
> In April 2019, Ms. Masoudi executed a retailer product sales agreement (the "RPSA") on behalf of Debtor, with an effective date of June 1, 2019. In reliance of Defendants' assurance that they would comply with of the Application, the Guaranty Agreement and the RPSA, Movant agreed to supply petroleum products to Defendants on credit. In continuing reliance of the Application, the Guaranty Agreement and the RPSA, Movant has fulfilled orders for Defendants and arranged delivery of the products to the Station and issued invoices for payments.
>
> Beginning in or about August 2021, and continuing through at least January 2023, Defendants failed to make the payments due under the contracts. During this time period, Defendants purchased from Movant at minimum over $2 million worth of products in aggregate.
>
> Between August 2021 and January 2023, Defendants received copies of the invoices created by Movant for the delivery of each product order, and each invoice specified the exact amount owed to Movant. There were at least 57 invoices issued in this time period, received by Defendants that have not been paid. Movant has made repeated requests upon Defendants for payment of the amounts owed, but Defendants have not made any payments to Movant.

State Court Complaint, ¶¶ 8, 11, 13, 14-15, 17-20.

Also in June 2023, Debtor and Ms. Masoudi filed a cross-complaint against Movant and others (the "Cross-Complaint"). *See* Exh. 2 to the Sposato Decl. In the Cross-Complaint, Debtor and Ms. Masoudi alleged the following claims against Movant: (1)

breach of contract; (2) negligence; (3) intentional interference with contractual relations; (4) conversion; (5) unfair business practices; and (6) accounting.

The Cross-Complaint alleges:

> On or about June 1, 2019, Debtor entered into, among other agreements, the RPSA with Movant. As part of the RPSA, Movant was to supply fuel products to the Station and also act as the credit card processor so that the credit card sales from the Station would pay for fuel invoices directly. The RPSA further provided that, net profits after fuel costs would be transferred to Debtor's account.
>
> Prior to entering into the RPSA, Movant assured Debtor of its competence and capability in efficiently managing the distribution of fuel to the Station, which encompassed proficiently handling credit card sales, accounting tasks and timely payment delivery.
>
> Debtor began processing credit card sales and paying fuel invoices in accordance with the RPSA. It was Movant's responsibility to handle all credit card payments, ensure timely payment of fuel invoices using the proceeds from credit card transactions and furnish comprehensive accountings, reconciliations and summary reports regarding credit card payments received and processed. Moreover, Movant was obligated to provide transparent accountings of billings and net profits and faithfully deposit the net profits derived from credit card transactions involving both fuel and convenience store sales into Debtor's designated bank accounts.
>
> Movant purportedly realized at some undisclosed point that it had neglected to bill Debtor correctly for specific fuel deliveries over a significant period of time. Debtor had no way of knowing that Movant had failed to properly account for fuel invoices and credit card payments because it was Movant's responsibility to maintain accurate records.
>
> At some point, Movant decided to withhold Debtor's credit sales as an

> attempt to offset the consequences of Movant's failures to invoice Debtor properly. Movant withheld Debtor's credit sales despite knowing that those sales included all money collected from Debtor's convenience store operations at the Station.
>
> Movant's decision to withhold Debtor's credit sales crippled the cash flow of Debtor's business. Deprived of the expected revenue from credit card sales, Debtor was unable to meet operational expenses and purchase necessary inventory. Defendant's conduct caused undue hardship, hindered Debtor's ability to sustain its business and jeopardized the business's overall viability.

Cross-Complaint, ¶¶ 8-11, 13-15. A trial was scheduled to begin in the State Court Action on September 16, 2025. Lee Decl., ¶ 5(d).

B. The Bankruptcy Case

On September 12, 2025, three days before the trial was set to begin in the State Court Action, Debtor filed a chapter 11, subchapter V petition, initiating this case. Ms. Masoudi signed the voluntary petition as Debtor's president. In its Statement of Financial Affairs, Debtor disclosed the State Court Action and stated that it was pending. Statement of Financial Affairs, ¶ 7 [doc. 9].

In its schedule D, Debtor stated that it had no secured creditors. Schedule D, ¶ 1 [doc. 10]. In its schedule E/F, Debtor disclosed total nonpriority unsecured claims totaling $1,045,000, including a contingent, unliquidated and disputed nonpriority unsecured claim owed to Movant, in the alleged amount of $1 million, based on a "claim for breach of contract." Schedule E/F, ¶ 3.3 [doc. 1]. In its schedule H, Debtor identified Ms. Masoudi as a codebtor to Movant's claim. Schedule H, ¶ 2.2 [doc. 1].

In November 2025, Movant filed proof of claim no. 1-2 against the estate (the "Claim"), asserting an unsecured claim in the amount of $3,160,092.36. According to Movant, its claim is based on fuel sold and delivered. Proof of Claim no. 1-2, p. 2.

Debtor did not disclose any priority unsecured claims. In December 2025, the Franchise Tax Board filed proof of claim no. 2-1 against the estate, asserting a priority claim in the amount of $1,019.23 and a nonpriority unsecured claim in the amount of $129.24.

During the pendency of the case, Debtor has filed a number of proposed plans of reorganization [docs. 33, 65, 77, 82]. To date, Debtor has not met the standards to confirm any of the proposed plans.

C. The Adversary Proceeding

On May 12, 2026, Debtor filed a complaint against Movants (the "AP Complaint"), initiating adversary proceeding no. 1:26-ap-1025 (the "Adversary Proceeding"), alleging claims for: (1) breach of contract; (2) negligence; (3) intentional interference with contractual relations; (4) conversion; (5) unfair business practices; (6) accounting; (7) a declaratory judgment establishing that Movant is not entitled to the Claim; and (8) disallowance of the Claim. In the AP Complaint, Debtor alleges essentially the same facts as in the Cross-Complaint. *See generally* AP Complaint [Adversary Proceeding, doc. 1].

On June 9, 2026, Movant filed a motion for order of abstention from the Adversary Proceeding or, in the alternative, to Stay the Adversary Proceeding (the "Abstention Motion") [Adversary Proceeding, doc. 4]. A hearing on the Abstention Motion is set for July 16, 2026.

D. The Motion

On June 1, 2026, Movant filed the RFS Motion and attached the Lee Decl. In the RFS Motion, Movant alleges there is cause to grant relief from stay because Movant's claims arise under nonbankruptcy law and can be most expeditiously resolved in the state court. In addition, Movant asserts that the bankruptcy case was filed in bad faith, e.g., Movant is the only creditor, or one of very few creditors, listed or scheduled in Debtor's case commencement documents. Movant further contends that the timing of the filing of the petition indicates that it was intended to delay or interfere with the State Court Action.

On June 18, 2026, Debtor filed an opposition to the Motion (the "Opposition") [doc. 136]. According to Debtor, its dispute with Movant is based on an accounting issue.

Debtor states that it intends to dismiss the Adversary Proceeding and file an objection to the Claim. Debtor further asserts that it intends to employ a forensic accountant whose opinion would be the basis of Debtor's objection.

On June 25, 2026, Movant filed a reply to the Opposition [doc. 143] and the Sposato Decl.

II. RELEVANT AUTHORITY

A. 11 U.S.C. § 362(d)(1)

Pursuant to 11 U.S.C. § 362(d)(1)—

> On 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—
>
> (1) for cause…

A movant, "as the party seeking relief, must first establish a prima facie case that cause exists for relief under § 362(d)(1)." *In re Gould,* 401 B.R. 415, 426 (9th Cir. BAP 2009). Once a prima facie case has been established, the burden shifts to the debtor to show that relief from the stay is not warranted. *Id.*; *see* 11 U.S.C. § 362(g)(2).

B. Proceeding in a Nonbankruptcy Forum

Section 362(d)(1) permits lifting of the automatic stay to continue pending litigation against a debtor in a nonbankruptcy forum. *In re Tucson Estates, Inc.,* 912 F.2d 1162, 1166 (9th Cir. 1990). Factors that courts have used to determine whether to lift the automatic stay to allow litigation to proceed in a nonbankruptcy forum include:

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

bankruptcy case.

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

Plumberex Specialty Prods., 311 B.R. 551, 559-560 (Bankr. C.D. Cal. 2004); *In re Curtis,* 40 B.R. 795, 799-800 (Bankr. D. Utah 1984). Not all of these factors are relevant in every case, nor is a court required to give each of the factors equal weigh in making its determination. *Plumberex,* 311 B.R. at 560.

C. Bad Faith

A debtor's bad faith in filing a bankruptcy case can be cause for granting relief from stay. *In re Arnold*, 806 F.2d 937, 939 (9th Cir. 1986). "Bad faith depends on an amalgam of factors and no specific factor is determinative." *In re Sunshine Group, LLC*, 2020 WL 1846940, at *7 (9th Cir. BAP Apr. 10, 2020) (citing *Arnold*, 806 F.2d at 939). "A finding of bad faith is made on a case by case basis, there is no list of factors which must be present in each case to make the finding, and the weight given to any particular factor depends on the circumstances of the individual case." *Id*.

Courts may weigh a variety of circumstantial factors to determine whether a debtor has filed a petition in bad faith, including whether:

> (1) the debtor has only one asset;
> (2) the debtor has an ongoing business to reorganize;
> (3) there are any unsecured creditors;
> (4) the debtor has any cash flow or sources of income to sustain a plan of reorganization or to make adequate protection payments; and
> (5) the case is essentially a two party dispute capable of prompt adjudication in state court.

In re St. Paul Self Storage Ltd. Partnership, 185 B.R. 580, 582–83 (9th Cir. BAP 1995). Once a creditor makes a prima facie showing of bad faith, "[t]he burden, thereafter, is on the debtor to establish good and sufficient reasons why the relief should not be granted." *In re Yukon Enterprises, Inc.*, 39 B.R. 919, 921 (Bankr. C.D. Cal. 1984).

III. ANALYSIS

A. The Curtis Factors

On balance, the *Curtis* factors indicate there is cause to terminate the automatic stay under section 362(d)(1). First, granting relief from the automatic stay will result in a complete resolution of the issues in the State Court Action, which involves, among other things, allegations of breach of contract, breach of personal guaranty, negligence, unfair business practices, and accounting.

Considering that Debtor filed the case three days before the trial in the State Court Action was set to begin, granting relief from the automatic stay allows for prompt adjudication. Although Debtor states that the dispute can be resolved through a contested matter, given the protracted litigation between the parties since 2023, an evidentiary hearing may be required in connection with Debtor's intended objection to Movant's claim. As a result, granting relief from the automatic stay will best serve the interest of judicial economy.

9:30 AM
CONT... **Hassake Enterprises Inc.** **Chapter 11**

In addition, the State Court Action has progressed to the point that a trial was set to take place shortly after Debtor filed its petition. With respect to the balance of hurt, this factor favors granting relief from the automatic stay. Given that the trial in the State Court Action was set to begin three days after Debtor filed the case, the hardship caused to Movant to restart the process in this Court outweighs any hardship suffered by Debtor.

Although the State Court Action involves third-party Ms. Masoudi, on September 25, 2025, Ms. Masoudi filed her own related chapter 11, subchapter V petition, initiating case no. 1:25-bk-11845 (the "Masoudi Case"). The same day that Movant filed the RFS Motion, it filed a corresponding motion for relief from the automatic stay in the Masoudi Case [Masoudi Case, doc. 142].

To the extent that granting relief from the automatic stay will interfere with the bankruptcy case or prejudice the interests of other creditors or interested parties, such interference and/or prejudice would be minimal. To date, Debtor has been unable to confirm any of its proposed chapter 11 plans. In addition, based on Debtor's schedule E/F, Movant's claim constitutes approximately 96% of Debtor's aggregate unsecured debt. Granting relief from the automatic stay would permit the parties to liquidate their state law claims.

B. Bad Faith

The circumstances do not indicate that this case was filed in bad faith. That Movant is apparently Debtor's only major creditor is not indicative of bad faith. Moreover, that Debtor filed the petition shortly before the trial in the State Court Action does not indicate that the petition was intended to delay or interfere with the State Court Action.

Movant's reliance on *In re Greenberg*, 2017 Bankr. LEXIS 2483, *1 (9th Cir. BAP, July 27, 2017) is misplaced. There, the debtor had filed a prior chapter 13 case that was dismissed. In the debtor's subsequent chapter 7 case, the chapter 7 trustee agreed to settle a dispute with a lienholder regarding defective deeds of trust. Pursuant to the settlement, the trust deeds would be reformed to perfect a lien on the subject real property. The debtor opposed the settlement, contending that the lien should be

9:30 AM
CONT... **Hassake Enterprises Inc.** **Chapter 11**

voided. Less than one week after the settlement was approved, the debtor filed a chapter 11 petition. The bankruptcy court dismissed the debtor's chapter 11 case upon the chapter 7 trustee's motion.

Later, the debtor filed another chapter 11 petition (the debtor's fourth bankruptcy case in two years). In his schedules, the debtor asserted that the lienholder held a secured claim against the debtor's real property in the amount of $1. The bankruptcy court granted the lienholder's motion for relief from the automatic stay to reform the trust deeds and reasoned that the debtor was not using the case to accomplish any legitimate bankruptcy purpose. Rather, the bankruptcy court found that debtor only sought to eliminate the lienholder's claims against the debtor's real property which were settled, at least in part, during the debtor's previous chapter 7 case. *Greenberg*, 2017 Bankr. LEXIS 2483 at *7.

In addition, the debtor filed a proof of claim on behalf of the lienholder and an objection to the claim, as well as a chapter 11 plan that proposed to pay the lienholder $1 for its alleged secured claim. The bankruptcy court denied approval of the plan, found that it had been filed in bad faith and that debtor's case had not been filed to repay creditors. *Id*. at *8.

After the bankruptcy court denied approval of the debtor's plan, the U.S. trustee filed a motion to dismiss the case based on the bankruptcy court's findings related to the debtor's plan. The court granted the motion to dismiss and found that the debtor's case was filed in bad faith. *Greenberg*, 2017 Bankr. LEXIS 2483 at *10. The appellate court affirmed the bankruptcy court's ruling. *Id*. at *17. The appellate court reasoned that there was no clear error with the bankruptcy court's finding of bad faith based on the debtor's apparent improper litigation objective with his case filing and the plan that proposed repayment of $1 to the lienholder. *Id*. at 14. The circumstances in *Greenberg* are not present in this case.

Similarly, *In re Hurst-Castl*, 2026 Bankr. LEXIS, *1 (Bankr. D. Nev., Jan. 9, 2026) is unpersuasive. There, the debtor had filed four previous chapter 11 bankruptcy cases, each of which were dismissed. In the debtor's current case, the court granted a creditor relief from the automatic stay and allowed another creditor to liquidate its claims against the debtor in state court. In addition, the court had provided the debtor an opportunity to amend her disclosure statement and plan of reorganization and issued an order to show cause as to why the case should not be dismissed under 11 U.S.C. § 1112(b)(4)(J). Instead of filing an amended disclosure statement and plan by the

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CONT... **Hassake Enterprises Inc.** **Chapter 11**

court's deadline, debtor filed additional motions raising the same issues previously addressed or rejected by the court concerning the creditors' claims. The circumstances in Debtor's case are inapposite.

IV. CONCLUSION

The Court will grant relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1). The claims arise under nonbankruptcy law and can be most expeditiously resolved in the nonbankruptcy forum.

Movant may proceed under applicable nonbankruptcy law to proceed to final judgment in the nonbankruptcy forum, provided that the stay remains in effect with respect to enforcement of any judgment against Debtor and property of Debtor's bankruptcy estate.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

The order is binding and effective in any bankruptcy case commenced by or against Debtor for a period of 180 days, so that no further automatic stay shall arise in that case as to the State Court Action.

Movant must submit the order within seven (7) days.

Party Information

Debtor(s):

Hassake Enterprises Inc.	Represented By Stella A Havkin

Movant(s):

Glovis America, Inc.	Represented By Darryl Jay Horowitt ESQ Rachel M Sposato

Trustee(s):

John-Patrick McGinnis Fritz (TR)	Pro Se

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1:25-11845 Nadia Masoudi **Chapter 11**

#13.00 Motion for relief from stay [AN]

GLOVIS AMERICA, INC.
VS
DEBTOR

Docket 142

Tentative Ruling:

For the reasons discussed below, the Court will grant the *Notice of Motion and Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (Action in Non-Bankruptcy Forum)* (the "RFS Motion") [doc. 142].

I. BACKGROUND

A. Prepetition Activity

In June 2023, Glovis America, Inc. ("Movant") filed a complaint (the "State Court Complaint") against the debtor Nadia Masoudi ("Debtor") and Hassake Enterprises, Inc. ("Hassake," and together with Debtor, "Defendants") in Los Angeles County Superior Court, initiating case no. 23STCV13912 (the "State Court Action"). *See* Declaration of Jaehee Lee, ¶5(c) ("Lee Decl.") [doc. 142]; Complaint, attached as Exh. 1 to the Declaration of Rachel M. Sposato (the "Sposato Decl.") [doc. 150].

In the State Court Complaint, Movant alleged certain claims, among others, against Debtor: (1) breach of contract; (2) goods sold and delivered; (4) open book account; and (5) account stated. *See id*. In addition, Movant alleged the following claims against Ms. Masoudi: (1) breach of personal guaranty; (2) goods sold and delivered; (3) open book account; and (4) account stated. *See id.*

The State Court Complaint alleges:

> Defendants are in the business of operating a Sinclair gas station in Van Nuys, California (the "Station"). In March 2019, Ms. Masoudi

> executed a fuel credit application (the "Application") on behalf of Debtor, agreeing to certain terms of payment and interest charges. The Application included a personal guaranty agreement executed by Ms. Masoudi (the "Guaranty Agreement"), guaranteeing Debtor's payment owed to Movant. Movant would not have extended credit to Debtor had Ms. Masoudi not agreed to personally guarantee all debts incurred in securing the fuel supply for the Sinclair station.
>
> In April 2019, Ms. Masoudi executed a retailer product sales agreement (the "RPSA") on behalf of Debtor, with an effective date of June 1, 2019. In reliance of Defendants' assurance that they would comply with of the Application, the Guaranty Agreement and the RPSA, Movant agreed to supply petroleum products to Defendants on credit. In continuing reliance of the Application, the Guaranty Agreement and the RPSA, Movant has fulfilled orders for Defendants and arranged delivery of the products to the Station and issued invoices for payments.
>
> Beginning in or about August 2021, and continuing through at least January 2023, Defendants failed to make the payments due under the contracts. During this time period, Defendants purchased from Movant at minimum over $2 million worth of products in aggregate.
>
> Between August 2021 and January 2023, Defendants received copies of the invoices created by Movant for the delivery of each product order, and each invoice specified the exact amount owed to Movant. There were at least 57 invoices issued in this time period, received by Defendants that have not been paid. Movant has made repeated requests upon Defendants for payment of the amounts owed, but Defendants have not made any payments to Movant.

State Court Complaint, ¶¶ 8, 11, 13, 14-15, 17-20.

Also in June 2023, Debtor and Hassake filed a cross-complaint against Movant and others (the "Cross-Complaint"). *See* Exh. 2 to the Sposato Decl. In the Cross-Complaint, Debtor and Hassake alleged the following claims against Movant: (1)

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breach of contract; (2) negligence; (3) intentional interference with contractual relations; (4) conversion; (5) unfair business practices; and (6) accounting.

The Cross-Complaint alleges:

> On or about June 1, 2019, Debtor entered into, among other agreements, the RPSA with Movant. As part of the RPSA, Movant was to supply fuel products to the Station and also act as the credit card processor so that the credit card sales from the Station would pay for fuel invoices directly. The RPSA further provided that, net profits after fuel costs would be transferred to Debtor's account.
>
> Prior to entering into the RPSA, Movant assured Debtor of its competence and capability in efficiently managing the distribution of fuel to the Station, which encompassed proficiently handling credit card sales, accounting tasks and timely payment delivery.
>
> Debtor began processing credit card sales and paying fuel invoices in accordance with the RPSA. It was Movant's responsibility to handle all credit card payments, ensure timely payment of fuel invoices using the proceeds from credit card transactions and furnish comprehensive accountings, reconciliations and summary reports regarding credit card payments received and processed. Moreover, Movant was obligated to provide transparent accountings of billings and net profits and faithfully deposit the net profits derived from credit card transactions involving both fuel and convenience store sales into Debtor's designated bank accounts.
>
> Movant purportedly realized at some undisclosed point that it had neglected to bill Debtor correctly for specific fuel deliveries over a significant period of time. Debtor had no way of knowing that Movant had failed to properly account for fuel invoices and credit card payments because it was Movant's responsibility to maintain accurate records.
>
> At some point, Movant decided to withhold Debtor's credit sales as an

> attempt to offset the consequences of Movant's failures to invoice Debtor properly. Movant withheld Debtor's credit sales despite knowing that those sales included all money collected from Debtor's convenience store operations at the Station.
>
> Movant's decision to withhold Debtor's credit sales crippled the cash flow of Debtor's business. Deprived of the expected revenue from credit card sales, Debtor was unable to meet operational expenses and purchase necessary inventory. Defendant's conduct caused undue hardship, hindered Debtor's ability to sustain its business and jeopardized the business's overall viability.

Cross-Complaint, ¶¶ 8-11, 13-15. A trial was scheduled to begin in the State Court Action on September 16, 2025. Lee Decl., ¶ 5(d).

B. The Bankruptcy Cases

On September 12, 2025, three days before the trial was set to begin in the State Court Action, Hassake filed a chapter 11, subchapter V petition, initiating case no. 1:25-bk-11697 (the "Hassake Case"). Debtor signed the voluntary petition as Hassake's president.

On September 26, 2025, Debtor filed a chapter 11, subchapter V petition, initiating this case. In her amended schedule D, Debtor disclosed the following secured claims: (1) the claim of Bank of America, in the amount of $89,000, secured by a 2023 Porsche Panamera; (2) another claim of Bank of America, in the amount of $59,000, secured by a 2025 Chevrolet Suburban; and (3) the claim of UWM, in the amount of $584,550.47, secured by a lien encumbering Debtor's residence located at 1103 Vista Ridge, Burbank, CA 91504. Amended schedule D, ¶¶ 2.1, 2.2, 2.3 [doc. 54].

In her amended schedule E/F, Debtor disclosed the following priority unsecured claims: (1) the claim of the Franchise Tax Board, in the amount of $102,215; and (2) the claim of the Internal Revenue Service, in the amount of $50,115. In addition, Debtor disclosed total nonpriority unsecured claims totaling $1,065,136, including a contingent, unliquidated and disputed nonpriority unsecured claim owed to Movant, in the alleged amount of $1 million. Amended schedule E/F, ¶ 4.3 [doc. 54]. In her schedule H, Debtor identified Hassake as a codebtor to Movant's claim. Schedule H, ¶ 3.1 [doc. 28].

In May 2026, Movant filed proof of claim no. 5-2 against the estate (the "Claim"), asserting an unsecured claim in the amount of $3,160,029.36. According to Movant, its claim is based on fuel sold and delivered. Proof of Claim no. 5-2, p. 2.

During the pendency of the case, Debtor has filed a number of proposed plans of reorganization [docs. 74, 108, 125, 132]. To date, Debtor has not met the standards to confirm any of the proposed plans.

C. The Adversary Proceeding

On June 1, 2026, Debtor filed a complaint against Movants (the "AP Complaint"), initiating adversary proceeding no. 1:26-ap-1030 (the "Adversary Proceeding"), alleging claims for: (1) breach of contract; (2) negligence; (3) intentional interference with contractual relations; (4) conversion; (5) unfair business practices; (6) accounting; (7) a declaratory judgment establishing that Movant is not entitled to the Claim; and (8) disallowance of the Claim. In the AP Complaint, Debtor alleges essentially the same facts as in the Cross-Complaint. *See generally* AP Complaint [Adversary Proceeding, doc. 1].

On June 9, 2026, Movant filed a motion for order of abstention from the Adversary Proceeding or, in the alternative, to Stay the Adversary Proceeding (the "Abstention Motion") [Adversary Proceeding, doc. 4]. A hearing on the Abstention Motion is set for July 16, 2026.

D. The Motion

On June 1, 2026, Movant filed the RFS Motion and attached the Lee Decl. In the RFS Motion, Movant alleges there is cause to grant relief from stay because Movant's claims arise under nonbankruptcy law and can be most expeditiously resolved in the state court. In addition, Movant asserts that the bankruptcy case was filed in bad faith, e.g., Movant is the only creditor, or one of very few creditors, listed or scheduled in Debtor's case commencement documents. Movant further contends that the timing of the filing of the petition indicates that it was intended to delay or interfere with the

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State Court Action.

On June 18, 2026, Debtor filed an opposition to the Motion (the "Opposition") [doc. 147]. According to Debtor, her dispute with Movant is based on an accounting issue. Debtor states that she intends to dismiss the Adversary Proceeding and file an objection to the Claim. Debtor further asserts that she intends to employ a forensic accountant whose opinion would be the basis of Debtor's objection.

On June 25, 2026, Movant filed a reply to the Opposition [doc. 149] and the Sposato Decl.

II. RELEVANT AUTHORITY

A. 11 U.S.C. § 362(d)(1)

Pursuant to 11 U.S.C. § 362(d)(1)—

> On 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—
>
> (1) for cause…

A movant, "as the party seeking relief, must first establish a prima facie case that cause exists for relief under § 362(d)(1)." *In re Gould,* 401 B.R. 415, 426 (9th Cir. BAP 2009). Once a prima facie case has been established, the burden shifts to the debtor to show that relief from the stay is not warranted. *Id.*; *see* 11 U.S.C. § 362(g)(2).

B. Proceeding in a Nonbankruptcy Forum

Section 362(d)(1) permits lifting of the automatic stay to continue pending litigation against a debtor in a nonbankruptcy forum. *In re Tucson Estates, Inc.,* 912 F.2d 1162, 1166 (9th Cir. 1990). Factors that courts have used to determine whether to lift the automatic stay to allow litigation to proceed in a nonbankruptcy forum include:

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

Plumberex Specialty Prods., 311 B.R. 551, 559-560 (Bankr. C.D. Cal. 2004); *In re Curtis,* 40 B.R. 795, 799-800 (Bankr. D. Utah 1984). Not all of these factors are relevant in every case, nor is a court required to give each of the factors equal weigh in making its determination. *Plumberex,* 311 B.R. at 560.

C. Bad Faith

A debtor's bad faith in filing a bankruptcy case can be cause for granting relief from stay. *In re Arnold*, 806 F.2d 937, 939 (9th Cir. 1986). "Bad faith depends on an amalgam of factors and no specific factor is determinative." *In re Sunshine Group, LLC*, 2020 WL 1846940, at *7 (9th Cir. BAP Apr. 10, 2020) (citing *Arnold*, 806 F.2d at 939). "A finding of bad faith is made on a case by case basis, there is no list of factors which must be present in each case to make the finding, and the weight given to any particular factor depends on the circumstances of the individual case." *Id*.

Courts may weigh a variety of circumstantial factors to determine whether a debtor has filed a petition in bad faith, including whether:

> (1) the debtor has only one asset;
> (2) the debtor has an ongoing business to reorganize;
> (3) there are any unsecured creditors;
> (4) the debtor has any cash flow or sources of income to sustain a plan of reorganization or to make adequate protection payments; and
> (5) the case is essentially a two party dispute capable of prompt adjudication in state court.

In re St. Paul Self Storage Ltd. Partnership, 185 B.R. 580, 582–83 (9th Cir. BAP 1995). Once a creditor makes a prima facie showing of bad faith, "[t]he burden, thereafter, is on the debtor to establish good and sufficient reasons why the relief should not be granted." *In re Yukon Enterprises, Inc.*, 39 B.R. 919, 921 (Bankr. C.D. Cal. 1984).

III. ANALYSIS

A. The Curtis Factors

On balance, the *Curtis* factors indicate there is cause to terminate the automatic stay under section 362(d)(1). First, granting relief from the automatic stay will result in a complete resolution of the issues in the State Court Action, which involves, among other things, allegations of breach of contract, breach of personal guaranty, negligence, unfair business practices, and accounting.

Considering that Hassake filed its own bankruptcy case three days before the trial in the State Court Action was set to begin, granting relief from the automatic stay allows for prompt adjudication. Although Debtor states that the dispute can be resolved through a contested matter, given the protracted litigation between the parties since 2023, an evidentiary hearing may be required in connection with Debtor's intended objection to Movant's claim. As a result, granting relief from the automatic stay will best serve the interest of judicial economy.

In addition, the State Court Action has progressed to the point that a trial was set to take place shortly after Hassake filed its petition, and before Debtor filed her petition. With respect to the balance of hurt, this factor favors granting relief from the automatic stay. Given that the trial in the State Court Action was set to begin before Debtor filed her bankruptcy case, the hardship caused to Movant to restart the process in this Court outweighs any hardship suffered by Debtor.

Although the State Court Action involves third-party Hassake, as discussed above, Hassake filed its own related chapter 11, subchapter V petition. The same day that Movant filed the RFS Motion, it filed a corresponding motion for relief from the automatic stay in the Hassake Case [Hassake Case, doc. 111].

To the extent that granting relief from the automatic stay will interfere with the bankruptcy case or prejudice the interests of other creditors or interested parties, such interference and/or prejudice would be minimal. To date, Debtor has been unable to confirm any of her proposed chapter 11 plans. In addition, based on Debtor's schedule E/F, Movant's claim constitutes approximately 94% of Debtor's aggregate unsecured debt. Granting relief from the automatic stay would permit the parties to liquidate their state law claims.

B. Bad Faith

The circumstances do not indicate that this case was filed in bad faith. That Movant is Debtor's most significant creditor is not indicative of bad faith. That Hassake filed its bankruptcy petition shortly before the trial in the State Court Action also does not demonstrate that Debtor's filing of a chapter 11 petition was in bad faith.

Movant's reliance on *In re Greenberg*, 2017 Bankr. LEXIS 2483, *1 (9th Cir. BAP, July 27, 2017) is misplaced. There, the debtor had filed a prior chapter 13 case that was dismissed. In the debtor's subsequent chapter 7 case, the chapter 7 trustee agreed to settle a dispute with a lienholder regarding defective deeds of trust. Pursuant to the

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Later, the debtor filed another chapter 11 petition (the debtor's fourth bankruptcy case in two years). In his schedules, the debtor asserted that the lienholder held a secured claim against the debtor's real property in the amount of $1. The bankruptcy court granted the lienholder's motion for relief from the automatic stay to reform the trust deeds and reasoned that the debtor was not using the case to accomplish any legitimate bankruptcy purpose. Rather, the bankruptcy court found that debtor only sought to eliminate the lienholder's claims against the debtor's real property which were settled, at least in part, during the debtor's previous chapter 7 case. *Greenberg*, 2017 Bankr. LEXIS 2483 at *7.

In addition, the debtor filed a proof of claim on behalf of the lienholder and an objection to the claim, as well as a chapter 11 plan that proposed to pay the lienholder $1 for its alleged secured claim. The bankruptcy court denied approval of the plan, found that it had been filed in bad faith and that debtor's case had not been filed to repay creditors. *Id*. at *8.

After the bankruptcy court denied approval of the debtor's plan, the U.S. trustee filed a motion to dismiss the case based on the bankruptcy court's findings related to the debtor's plan. The court granted the motion to dismiss and found that the debtor's case was filed in bad faith. *Greenberg*, 2017 Bankr. LEXIS 2483 at *10. The appellate court affirmed the bankruptcy court's ruling. *Id*. at *17. The appellate court reasoned that there was no clear error with the bankruptcy court's finding of bad faith based on the debtor's apparent improper litigation objective with his case filing and the plan that proposed repayment of $1 to the lienholder. *Id*. at 14. The circumstances in *Greenberg* are not present in this case.

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an order to show cause as to why the case should not be dismissed under 11 U.S.C. § 1112(b)(4)(J). Instead of filing an amended disclosure statement and plan by the court's deadline, debtor filed additional motions raising the same issues previously addressed or rejected by the court concerning the creditors' claims. The circumstances in Debtor's case are inapposite.

IV. CONCLUSION

The Court will grant Movant relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1). The claims arise under nonbankruptcy law and can be most expeditiously resolved in the nonbankruptcy forum.

Movant may proceed under applicable nonbankruptcy law to proceed to final judgment in the nonbankruptcy forum, provided that the stay remains in effect with respect to enforcement of any judgment against Debtor and property of Debtor's bankruptcy estate.

The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

The order is binding and effective in any bankruptcy case commenced by or against Debtor for a period of 180 days, so that no further automatic stay shall arise in that case as to the State Court Action.

Movant must submit the order within seven (7) days.

Party Information

Debtor(s):

Nadia Masoudi	Represented By Stella A Havkin

Movant(s):

Glovis America, Inc.	Represented By Rachel M Sposato

Trustee(s):

John-Patrick McGinnis Fritz (TR)	Pro Se

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1:26-11399 Talon Logistics, Inc. **Chapter 11**

#14.00 Debtors Emergency Motion For Entry Of An Interim Order: (I) Authorizing The Debtor To Use Cash Collateral; (II) Authorizing The Debtor To Continue Selling Accounts Receivable To FFB Bank And Otherwise Perform Under Its Factoring And Other Agreements With FFB Bank; (III) Granting Adequate Protection; (IV) Scheduling A Final Hearing; And (V) Granting Related Relief

Docket 2

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Talon Logistics, Inc.	Represented By Ron Bender Robert Carrasco