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8 Attorneys for Leslie T. Gladstone, Chapter 11 Trustee

9 UNITED STATES BANKRUPTCY COURT
10 SOUTHERN DISTRICT OF CALIFORNIA

11 In re:

Case No.: 25-04245-JBM11

12 VILLA CHARDONNAY HORSES
13 WITH WINGS, INC.,

**EMERGENCY MOTION FOR
APPROVAL OF STIPULATION
REGARDING IMMEDIATE
TURNOVER OF ANIMALS TO
SAN DIEGO HUMANE SOCIETY**

14
15 Debtor(s).

Honorable J. Barrett Marum

16
17
18 Leslie T. Gladstone, chapter 11 Trustee (“**Trustee**”) of the Villa
19 Chardonnay Horses with Wings (“**Villa Chardonnay**”) bankruptcy estate
20 (the “**Estate**”), submits the following Emergency Motion to Approve the
21 Stipulation between the San Diego Humane Society (“**SDHS**”) and the Estate
22 Regarding Immediate Turnover of Animals to SDHS (the “**Emergency Motion**”).
23 The matter is urgent because SDHS has requested certain assurances in connection
24 with execution of its search warrant and Trustee has requested assurances with
25 respect to the Estate’s cooperation and lack of liability, both monetary and
26 otherwise.

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1 Trustee has given notice of this Emergency Motion to the United States
2 Trustee and no opposition is expected.

3 **A. SUMMARY OF RELIEF REQUESTED**

4 Trustee has entered into a stipulation (the “**Stipulation**”) with SDHS for the
5 immediate turnover of all Animals located at the Villa Chardonnay premises. A
6 true and correct copy of the Stipulation is attached to the Declaration of Leslie T.
7 Gladstone and incorporated herein by reference. Per the Stipulation Trustee
8 requests that the Court confirm that the automatic stay is inapplicable and/or that
9 relief from the stay be granted *nunc pro tunc* to the date of turnover. The
10 Stipulation further provides for immediate turnover of the animals to SDHS, with
11 no monetary or other liability to the Estate or Trustee for any care deficiencies or
12 expenses involved in removal or relocation. Next, per the request of SDHS, the
13 Stipulation affirmatively recites that the animals are property of the Estate and that
14 the Court has the power to authorize turnover to SDHS.

15 In addition to approval of the Stipulation and to avoid disclosure prior to
16 turnover, Trustee requests that her deadline to file a status report (currently April
17 30, 2026) be extended until May 6, 2026.

18 **B. FACTUAL BACKGROUND AND STIPULATION**

19 Villa Chardonnay is a non-profit animal sanctuary which houses
20 approximately 600 elderly and sick animals, including approximately 200 horses,
21 300 cats and various farmed animals (collectively, the “**Animals**”). Villa
22 Chardonnay operates out of real property located at 4430 and 4554 Boulder Creek
23 Road, Julian, California (the “**Property**”).

24 Villa Chardonnay commenced a chapter 11 bankruptcy case in October 2025
25 (the “**Bankruptcy Case**”). Trustee was thereafter appointed as chapter 11 trustee
26 of the Bankruptcy Case on January 29, 2026.

27 Prior to the Bankruptcy Case, Villa Chardonnay had lost its non-profit

1 status based on various filing deficiencies. Upon her appointment, Trustee
2 immediately worked with the Attorney General of California to obtain a
3 stipulated order for reinstatement of the non-profit registration so that the
4 Animals could continue to be cared for pending relocation. Trustee also retained
5 Jeff Wiemann (“**Wiemann**”) to assist with the non-profit administration of Villa
6 Chardonnay.

7 Care of the Animals has continued under the guidance and management of
8 the prior principals of Villa Chardonnay, Monika Kerber (“**Ms. Kerber**”) and
9 Mercedes Flores, both of whom reside at the Property, as well as numerous
10 volunteers who donate their time towards care of the Animals. Trustee has also
11 negotiated with various non-profits and interested parties to find permanent homes
12 for these Animals.

13 Since her appointment, Trustee and Wiemann have been working with
14 SDHS and various non-profit agencies and parties in interest to ensure proper
15 veterinary and husbandry care is being provided. Two separate inspections have
16 been performed by SDHS, and multiple veterinarians have been dispatched to
17 examine the Animals and to care for various maladies.

18 As a result of the most recent inspection by SDHS on April 27, 2026, and
19 the most recent and extensive veterinary examination of April 23, 2026, Trustee
20 and Wiemann have become aware of what appear to be significant care
21 deficiencies with several Animals. These deficiencies were immediately
22 communicated to Ms. Kerber who assured Trustee that they would be immediately
23 addressed. However, Trustee is still awaiting veterinarian exam results that
24 purportedly address these concerns.

25 Given the extent of the deficiencies, SDHS notified Trustee on April 28,
26 2026 that its intention was to obtain a search warrant (the “**Warrant**”) to seize all
27 Animals immediately and Trustee and Wiemann desire to fully cooperate with
28

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1 SDHS. Since that time, Trustee has been further informed that the Warrant has
2 been issued. Accordingly, Trustee desires to ensure that SDHS can proceed and
3 that any necessary relief from the automatic stay be immediately granted. In
4 addition, SDHS has requested a specific court order stating that the Animals are
5 assets of the Estate and that the Court has the power to authorize removal of the
6 Animals.

7 The officer in charge of this matter at SDHS is concerned that the principals
8 at the Property will do everything in their power to avoid the animal seizure,
9 including possible concealment of the animals. It is for this reason that Trustee
10 requests expedited approval of the Stipulation and requests that the Court issue an
11 order either that the automatic stay is inapplicable or that relief from the automatic
12 stay be granted *nunc pro tunc*, so that the seizure may occur without notice to the
13 principals of Villa Chardonnay. The Stipulation also provides that Trustee will
14 cooperate with immediate turnover to SDHS and SDHS agrees that no monetary
15 or other liability will inure to the Estate, Trustee or Wiemann for any care
16 deficiencies or expenses involved in removal or relocation. Lastly, per the request
17 of SDHS, the Stipulation requests an explicit finding by the Court that the animals
18 are property of the Estate and that the Court has the power to authorize the turnover.

19 Trustee has fully advised the United States Trustee’s office of the situation
20 and is available at the Court’s discretion to answer any questions or concerns.

21 **C. THE AUTOMATIC STAY DOES NOT APPLY TO SDHS’S**
22 **SEIZURE OF THE ANIMALS.**

23 11 U.S.C. Section 362(b)(4) provides two relevant exceptions to the
24 applicability of the automatic stay. In particular, the automatic stay does not apply
25 to “the commencement or continuation of a criminal action or proceeding against
26 the debtor” or “the commencement or continuation of an action or proceeding by
27 a governmental unit.” 11 U.S.C. §§ 362(b)(1), (4). SDHS’s seizure of the Animals
28 falls under both exceptions to the automatic stay.

1 **1. SDHS’s Seizure of the Animals Is Excepted from the Automatic**
2 **Stay Pursuant to 11 U.S.C. § 362(b)(4).**

3 California Penal Code Section 597.1 authorizes “[a]ny peace officer,
4 humane society officer, or animal control officer” that “has reasonable grounds to
5 believe that very prompt action is required to protect the health or safety of the
6 animal or the health or safety of others” to “immediately seize the animal.” Cal.
7 Penal Code § 597.1.

8 Under California law, SDHS is authorized “to enforce the provisions of laws
9 of this state for the prevention of cruelty to animals, or arresting or prosecuting
10 offenders thereunder, or preventing cruelty to animals. A humane society may
11 perform those actions in the absence of a contract with a city, city and county, or
12 county.” Cal. Corp. Code § 14501; *Burnell v. Marin Humane Soc’y*, Case No. 14-
13 cv-05635-JSC, 2015 U.S. Dist. LEXIS 150607, *4 (N.D. Cal. November 5, 2015)
14 (acknowledging that, under California law, the Marin Humane Society was
15 empowered to enforce California laws to prevent cruelty to animals, specifically
16 California Penal Code Section 597.1, even absent a government contract).
17 Accordingly, SDHS has statutory authority to enforce California Penal Code
18 Section 597.1 by seizing the Animals.

19 This statutory authority to enforce California Penal Code Section 597.1 falls
20 within the exception to the automatic stay set forth in 11 U.S.C. § 362(b)(4) as “the
21 commencement or continuation of an action or proceeding by a governmental
22 unit.” *See In re Mitchell-Smith*, Case No. 21-57646-WLH, 2022 Bankr. LEXIS
23 1723, *5 (Bankr. N.D. Ga. June 17, 2022) (finding that an animal control agency
24 “was acting pursuant to its police and regulatory powers, under applicable county
25 and state law, when it seized and disposed of” neglected animals and that,
26 therefore, its “actions were excepted from the automatic stay pursuant to section
27 362(b)(4).”). Accordingly, SDHS’s seizure of the Animals through the
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1 enforcement of California Penal Code Section 597.1 is excepted from the
2 automatic stay.

3 **2. SDHS’s Seizure of the Animals Via the Warrant Is Excepted**
4 **from the Automatic Stay Pursuant to 11 U.S.C. § 362(b)(1).**

5 SDHS has informed Trustee that, as part of a criminal investigation against
6 the principals of Villa Chardonnay, SDHS has obtained the Warrant to seize the
7 Animals. SDHS’s removal the Animals via the Warrant is excepted from the
8 automatic stay pursuant to 11 U.S.C. § 362(b)(1) because the removal is part of a
9 criminal investigation against the principals of Villa Chardonnay. *See Bartel v.*
10 *Walsh (In re Bartel)*, 404 B.R. 584, 592 (B.A.P. 1st Cir. 2009) (service of a search
11 warrant on debtor and seizure of certain of debtor’s assets pursuant to the search
12 warrant “were undertaken in connection with a criminal proceeding against the
13 Debtor” and, thus, were not subject to the automatic stay under 11 U.S.C. Section
14 362(b)(1)); *Tow v. Henley (In re Henley)*, 480 B.R. 708, 806 (Bankr. S.D. Tex.
15 2012) (“[T]he automatic stay did not prevent obtaining warrants for the Debtors’
16 arrests and effectuating those warrants, as these actions constitute a criminal
17 process.”).

18 **D. CAUSE EXISTS TO GRANT RELIEF FROM THE AUTOMATIC**
19 **STAY NUNC PRO TUNC TO THE DATE OF THE SEIZURE OF**
20 **THE ANIMALS.**

21 Assuming *arguendo* that SDHS’s efforts to seize the Animals are subject to
22 the automatic stay, or if the Animals are alternatively surrendered voluntarily
23 without a warrant, relief from stay would be appropriate pursuant to 11 U.S.C. §
24 362(d), which provides as follows:

25 On request of a party in interest and after notice and a hearing, the
26 court shall grant relief from the stay provided under subsection (a) of
27 this section, such as by terminating, annulling, modifying, or
28 conditioning such stay-

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

11 U.S.C. § 362(d); *In re Mense*, 509 B.R. 269, 277-278 (Bankr. C.D. Cal. 2014) (“Section 362(d)(1) directs the court to grant relief from the automatic stay upon a showing of ‘cause.’”) “What constitutes ‘cause’ for granting relief from the automatic stay is decided on a case-by-case basis.” *Kronemyer v. Am. Contractors Indem. Co. (In re Kronemyer)*, 405 B.R. 915, 921 (B.A.P. 9th Cir. 2009); see *Christensen v. Tucson Estates, Inc. (In re Tucson Estates, Inc.)*, 912 F.2d 1162, 1166 (9th Cir. #1990) (“‘Cause’ has no clear definition and is determined on a case-by-case basis.”). The party requesting relief from stay must first establish a prima facie case that ‘cause’ exists and “[o]nce a prima facie case has been established, the burden shifts to the debtor to show that relief from the stay is unwarranted.” *In re Mense*, 509 B.R. at 278.

As set forth above, the Animals are currently suffering from care deficiencies that are detrimentally affecting their health and safety. Without immediate intervention of SDHS, the lives of the Animals may be at risk. The principals of Villa Chardonnay are responsible for these deficiencies and, therefore, cannot be counted on to rectify the situation. SDHS, on the other hand, is willing and capable of facilitating the proper care for the Animals going forward. Accordingly, in order to ensure that the Animals receive the care and treatment that they need, relief from the automatic stay is appropriate, to the extent that it is applicable, to allow SDHS to seize the Animals.

Further, relief from the automatic stay would be appropriate *nunc pro tunc* to the date of any voluntary turnover of the Animals. In the Ninth Circuit, bankruptcy courts have “wide latitude in crafting relief from the automatic stay, including the power to grant retroactive relief from the stay.” *Schwartz v. United States (In re Schwartz)*, 954 F.2d 569, 572 (9th Cir. 1992), *superseded by statute on*

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1 other grounds as stated in *Four Rivers Invs., Inc. v. United States*, 77 Fed. Cl. 592,
2 600 (2007). In order to determine whether retroactive relief from stay is
3 appropriate, courts “engage[] in a case by case analysis . . . [and] balance[] the
4 equities in order to determine whether retroactive annulment is justified.” *Von*
5 *Neitsch v. Naysan (In re Von Neitsch)*, BAP No. CC-25-1109-CNS, 2026 Bankr.
6 LEXIS 187, *11 (B.A.P. 9th Cir. Jan. 28, 2026) quoting *In re Nat'l Envtl. Waste*
7 *Corp.*, 129 F.3d 1052, 1055 (9th Cir. 1997). An analysis of the equities in this case
8 establishes that relief from stay *nunc pro tunc* to the date of seizure or voluntary
9 turnover of the Animals is appropriate.

10 **E. CONCLUSION**

11 In light of the foregoing, Trustee respectfully requests that the Court enter
12 an order:

13 (1) granting the Motion in its entirety;

14 (2) approving the Stipulation;

15 (3) finding that the automatic stay in this case does not apply to SDHS’S
16 seizure of the Animals or, in the alternative, to the extent that the automatic stay
17 in this Case does apply, granting relief from the automatic stay in this Case *nunc*
18 *pro tunc* to the date of seizure or voluntary turnover of the Animals;

19 (4) ordering the Animals to be immediately turned over to SDHS, with no
20 monetary or other liability to the Estate, Trustee or Wiemann for any care
21 deficiencies or expenses involved in removal or relocation;

22 (5) finding that the Animals are property of the Estate and that the Court has
23 the power to authorize the turnover;

24 (6) extending Trustee’s deadline for the status report to May 6, 2026; and

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1 (7) granting such other related relief and/or orders that the Court deems just
2 and proper.

3 Respectfully submitted,

4 Dated: May 1, 2026

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5
6 By: /s/ Leslie T. Gladstone

7 Leslie T. Gladstone, Esq.

8 Attorneys for Leslie T. Gladstone, Chapter
9 11 Trustee
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9 Attorneys for Leslie T. Gladstone, Chapter 11 Trustee

10 UNITED STATES BANKRUPTCY COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

12 In re:
13 VILLA CHARDONNAY HORSES
14 WITH WINGS, INC.,
15 Debtor.

Case No.: 25-04245-JBM11

DECLARATION OF LESLIE T. GLADSTONE IN SUPPORT OF EMERGENCY MOTION FOR APPROVAL OF STIPULATION REGARDING IMMEDIATE TURNOVER OF ANIMALS TO SAN DIEGO HUMANE SOCIETY

Honorable J. Barrett Marum

16 I, LESLIE T. GLADSTONE, declare:

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19
20 1. I am the chapter 11 trustee for the bankruptcy estate of Villa
21 Chardonnay Horses with Wings (“**Villa Chardonnay**”) bankruptcy estate (the
22 “**Estate**”). All the information contained herein is within my personal
23 knowledge, except for those matters alleged on information and belief and as to
24 those matters I believe them to be true. If called as a witness, I could competently
25 testify thereto.
26

1 2. I offer this Declaration in support of my Emergency Motion to
2 Approve the Stipulation between the San Diego Humane Society (“SDHS”) and
3 the Estate Regarding Immediate Turnover of Animals to SDHS (the
4 “**Emergency Motion**”).

5 3. This matter is urgent because SDHS has requested certain
6 assurances in connection with execution of its search warrant and I have
7 requested assurances with respect to the Estate’s cooperation and lack of liability,
8 both monetary and otherwise.

9 4. I have given notice of this Emergency Motion to the United States
10 Trustee and no opposition is expected.

11 5. I have entered into a stipulation (the “**Stipulation**”) with SDHS for
12 the immediate turnover of all Animals located at the Villa Chardonnay premises.
13 A true and correct copy of the Stipulation is attached hereto as Exhibit A and
14 incorporated by reference. Per the Stipulation I request that the Court confirm
15 that the automatic stay is inapplicable and/or that relief from the stay be granted
16 *nunc pro tunc* to the date of turnover. The Stipulation further provides for
17 immediate turnover of the animals to SDHS, with no monetary or other liability
18 to me or the Estate for any care deficiencies or expenses involved in removal or
19 relocation. Per the request of SDHS, the Stipulation affirmatively recites that
20 the animals are property of the Estate and that the Court has the power to
21 authorize turnover to SDHS.

22 6. I am informed that Villa Chardonnay is a non-profit animal
23 sanctuary which houses approximately 600 elderly and sick animals, including
24 approximately 200 horses, 300 cats and various farmed animals (collectively,
25 the “**Animals**”). Villa Chardonnay operates out of real property located at 4430
26 and 4554 Boulder Creek Road, Julian, California (the “**Property**”).

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1 7. According to documents filed in this case, Villa Chardonnay
2 commenced a chapter 11 bankruptcy case in October 2025 (the “**Bankruptcy**
3 **Case**”). I was thereafter appointed as chapter 11 trustee of the Bankruptcy Case
4 on January 29, 2026.

5 8. I am informed that prior to the Bankruptcy Case, Villa Chardonnay
6 lost its non-profit status based on various filing deficiencies. Upon my
7 appointment, I immediately worked with the Attorney General of California to
8 obtain a stipulated order for reinstatement of the non-profit registration so that
9 the Animals could continue to be cared for pending relocation. I also retained
10 Jeff Wiemann (“**Wiemann**”) to assist with the non-profit administration of Villa
11 Chardonnay.

12 9. Care of the Animals has continued under the guidance and
13 management of the prior principals of Villa Chardonnay, Monika Kerber (“**Ms.**
14 **Kerber**”) and Mercedes Flores, both of whom reside at the Property, as well as
15 numerous volunteers who donate their time towards care of the Animals. I have
16 also negotiated with various non-profits and interested parties to find permanent
17 homes for these Animals.

18 10. Since my appointment, Wiemann and I have been working with
19 SDHS and various non-profit agencies and parties in interest to ensure proper
20 veterinary and husbandry care is being provided. Two separate inspections have
21 been performed by SDHS, and multiple veterinarians have been dispatched to
22 examine the Animals and to care for various maladies.

23 11. As a result of the most recent inspection by SDHS on April 27,
24 2026, and the most recent and extensive veterinary examination of April 23,
25 2026, Wiemann and I have become aware of what appear to be significant care
26 deficiencies with several Animals. These deficiencies were immediately

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1 communicated to Ms. Kerber who assured me that they would be immediately
2 addressed. However, I am still awaiting veterinarian exam results that
3 purportedly address these concerns.

4 12. Given the extent of the deficiencies, On April 28, 2026, I was
5 notified by SDHS that its intention was to obtain a search warrant (the
6 “**Warrant**”) to seize all Animals immediately and Wiemann and I desire to fully
7 cooperate with SDHS. Since that time, I was further informed that the Warrant
8 has been issued. As such, I desire to ensure that SDHS can proceed and that any
9 necessary relief from the automatic stay be immediately granted. In addition,
10 SDHS has requested a specific court order stating that the Animals are assets of
11 the Estate and that the Court has the power to authorize removal of the Animals.

12 13. The officer in charge of this matter at SDHS is concerned that the
13 principals at the Property will do everything in their power to avoid the animal
14 seizure, including possible concealment of the animals. It is for this reason that
15 I request expedited approval of the Stipulation and requests that the Court issue
16 an order either that the automatic stay is inapplicable or that relief from the
17 automatic stay be granted *nunc pro tunc*, so that the seizure may occur without
18 notice to the principals of Villa Chardonnay

19 14. The Stipulation also provides that I will cooperate with immediate
20 turnover to SDHS and SDHS has agreed that no monetary or other liability will
21 inure to the Estate, Wiemann or myself for any care deficiencies or expenses
22 involved in removal or relocation. Lastly, per the request of SDHS, the
23 Stipulation requests an explicit finding by the Court that the animals are property
24 of the Estate and that the Court has the power to authorize the turnover.

25 15. I have advised the United States Trustee’s office of the situation,
26 and I am available at the Court’s discretion to answer any questions or
27 concerns.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on May 1, 2026, at La Jolla, California.

/s/ Leslie T. Gladstone
Leslie T. Gladstone

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EXHIBIT “A”

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9 UNITED STATES BANKRUPTCY COURT

10 SOUTHERN DISTRICT OF CALIFORNIA

11 In re:

Case No.: 25-04245-JBM11

12 VILLA CHARDONNAY HORSES
13 WITH WINGS, INC.,

**STIPULATION REGARDING
IMMEDIATE TURNOVER OF
ANIMALS TO SAN DIEGO
HUMANE SOCIETY**

14 Debtor(s).

15 Dept.: Two (2)
16 Honorable J. Barrett Marum

17
18 Leslie T. Gladstone, chapter 11 Trustee ("**Trustee**") of the Villa
19 Chardonnay Horses with Wings ("**Villa Chardonnay**") bankruptcy estate
20 (the "**Estate**") and the San Diego Humane Society ("**SDHS**") submit the
21 following Stipulate Regarding Immediate Turnover of Animals to SDHS
22 (the "**Stipulation**").

23 **FACTUAL BACKGROUND**

24 A. Villa Chardonnay is a non-profit animal sanctuary which houses
25 approximately 600 elderly and sick animals, including approximately 200 horses,
26 300 cats and various farmed animals. Villa Chardonnay operates out of real
27 property located at 4430 and 4554 Boulder Creek Road, Julian, California (the
28 "**Property**").

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1 B. Villa Chardonnay commenced a chapter 11 bankruptcy case in October 2025
2 (the “**Bankruptcy Case**”). Trustee was thereafter appointed as chapter 11 trustee
3 in the Bankruptcy Case on January 29, 2026.

4 C. Prior to the Bankruptcy Case, Villa Chardonnay had lost its non-profit status
5 based on various filing deficiencies. Upon her appointment, Trustee immediately
6 worked with the Attorney General of California to obtain a stipulated order for
7 reinstatement of the non-profit registration so that the animals could continue to be
8 cared for pending relocation. Trustee also retained Jeff Wiemann (“**Wiemann**”) to
9 assist with the non-profit administration of the Estate.

10 D. Care of the animals has continued under the guidance and management of
11 the prior principals of Villa Chardonnay, Monika Kerber (“**Ms. Kerber**”) and
12 Mercedes Flores, both of whom reside at the Property, as well as numerous
13 volunteers who donate their time towards care of the animals.

14 E. Trustee has also negotiated with various non-profit organizations and
15 interested parties to find permanent homes for these animals.

16 F. Since her appointment, Trustee and Wiemann have been working with SDHS
17 and various non-profit organizations and parties in interest to ensure proper
18 veterinary and husbandry care is being provided. Two separate inspections
19 have been performed by SDHS, and multiple veterinarians have been
20 dispatched to examine the animals and to care for various maladies.

21 G. As a result of the most recent inspection by SDHS on April 27, 2026, and
22 the most recent and extensive veterinary examination of April 23, 2026, Trustee
23 and Wiemann have become aware of what appear to be significant care deficiencies
24 with several of the animals. These deficiencies were immediately communicated
25 to Ms. Kerber who assured the Trustee that they would be immediately addressed.
26 However, Trustee is still awaiting veterinarian examination results that purportedly
27 addressed these concerns.

28 H. Given the extent of the deficiencies, SDHS notified Trustee on April 28,

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1 2026, that its intention was to seize all of the animals immediately and Trustee and
2 Wiemann desire to fully cooperate with SDHS. Accordingly, Trustee desires to
3 ensure that SDHS can proceed and that any necessary relief from the automatic stay
4 be immediately granted. In addition, SDHS has requested a specific court order
5 stating that the animals are assets of the Estate and that the Court has the power
6 and authority to authorize removal of the animals.

7 I. Trustee also requests a specific recitation by SDHS that no liability,
8 monetary or otherwise will be sought from the Estate, the Trustee or Wiemann for
9 any care deficiencies or expenses involved in removal or relocation.

10 WHEREFORE, the parties agree as follows:

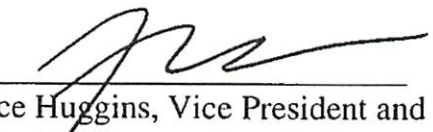
- 11 1. Trustee and Wiemann will cooperate with immediate turnover of the animals
- 12 to SDHS, either pursuant to a search warrant or voluntary surrender.
- 13 2. SDHS agrees that no monetary or other liability will inure to the Estate,
- 14 Wiemann or Trustee for any care deficiencies or expenses involved in
- 15 removal or relocation of the animals.
- 16 3. In the order approving this stipulation, Trustee agrees to request a specific
- 17 finding from the Court representing (1) that the animals are property of the Estate
- 18 and the Court has the power and authority to authorize the turnover, and (2) that
- 19 the seizure by SDHS is not a violation of the automatic stay and/or that the Court
- 20 grants retroactive relief from the automatic stay.

21
22 Dated: 4/30, 2026



/s/ Leslie T. Gladstone
Leslie T. Gladstone, Chapter 11
Trustee of Villa Chardonnay Horses
with Wings, LLC

23
24
25
26 Dated: 4/30, 2026



Jace Huggins, Vice President and
Chief of Humane Law Enforcement,
San Diego Humane Society

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11 In re:
12 VILLA CHARDONNAY HORSES
13 WITH WINGS, INC.,
14 Debtor(s).

Case No.: 25-04245-JBM11

PROOF OF SERVICE

Honorable J. Barrett Marum

15
16 I, Candi Collins, hereby declare as follows:

17 I am over the age of 18 years and not a party to the within action; and I am
18 employed in the County of San Diego, California. My business address is 5656 La
19 Jolla Blvd., La Jolla, California 92037.

20 On **May 1, 2026**, I served the following document(s):

21 **EMERGENCY MOTION FOR APPROVAL OF STIPULATION**
22 **REGARDING IMMEDIATE TURNOVER OF ANIMALS TO SAN**
23 **DIEGO HUMANE SOCIETY**

24 **DECLARATION OF LESLIE T. GLADSTONE IN SUPPORT OF**
25 **EMERGENCY MOTION FOR APPROVAL OF STIPULATION**
26 **REGARDING IMMEDIATE TURNOVER OF ANIMALS TO SAN**
27 **DIEGO HUMANE SOCIETY**

28 **X TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC**
FILING ("NEF"): Pursuant to controlling General Order(s) and Local

1 Bankruptcy Rule(s) ("**LBR**"), the foregoing document will be served by the court
2 via NEF and hyperlink to the document. On **May 1, 2026**, I checked the
3 CM/ECF docket for this bankruptcy case or adversary proceeding and determined
4 that the following person(s) are on the Electronic Mail Notice List to receive NEF
5 transmission at the e-mail address(es) indicated below:

- 6 • **Christin A. Batt** christinb@flgsd.com,
7 sandray@flgsd.com;candic@flgsd.com;leslieg@flgsd.com;andrewl@flgsd.
8 com;hildam@flgsd.com;natalik@flgsd.com
- 9 • **Kevin Dwight** kdwright@manatt.com
- 10 • **David K. Eldan** David.Eldan@doj.ca.gov, rpinal@pmcos.com
- 11 • **Leslie T. Gladstone** candic@flgsd.com,
12 christinb@flgsd.com;sandray@flgsd.com;ltg@trustesolutions.net;andrewl
13 @flgsd.com;hildam@flgsd.com;natalik@flgsd.com
- 14 • **Leslie T. Gladstone** leslieg@flgsd.com,
15 candic@flgsd.com;sandray@flgsd.com;christinb@flgsd.com;andrewl@flgs
16 d.com;hildam@flgsd.com;natalik@flgsd.com
- 17 • **Carl Grumer** cgrumer@manatt.com
- 18 • **Benjamin Heston** bhestonecf@gmail.com,
19 benheston@recap.email,NexusBankruptcy@jubileebk.net
- 20 • **Haeji Hong** Haeji.Hong@usdoj.gov,
21 USTP.Region15@usdoj.gov,tiffany.l.carroll@usdoj.gov
- 22 • **Meredith King** mking@fsl.law,
23 ssanchez@fsl.law;jwilson@fsl.law;17913@notices.nextchapterbk.com
- 24 • **Andrew Levin** andrewl@flgsd.com,
25 leslieg@flgsd.com;christinb@flgsd.com;sandray@flgsd.com;candic@flgsd.
26 com;hildam@flgsd.com;natalik@flgsd.com
- 27 • **Hilda Montes de Oca** hildam@flgsd.com,
28 leslieg@flgsd.com;candic@flgsd.com;christinb@flgsd.com;sandray@flgsd.
com;andrewl@flgsd.com;natalik@flgsd.com
- **Shelby Poteet** spoteet@fsl.law,
ssanchez@fsl.law;jwilson@fsl.law;23648@notices.nextchapterbk.com
- **Matthew Sirolly** msirolly@dir.ca.gov
- **Michael R Totaro** Ocbkatty@aol.com
- **United States Trustee** ustp.region15@usdoj.gov

25 All other interested parties in this action that are not a registered ECF User
26 are served as follows:
27
28

1 **X** by U.S. FIRST CLASS MAIL SERVICE, POSTAGE PREPAID, by
2 placing a true and correct copy thereof in a sealed envelope in the United States
3 Mail, first class, postage prepaid, and/or with an overnight mail service.

4 Haeji Hong, Esq.
5 United States Trustee
6 Office of the U.S. Trustee
7 880 Front Street, Suite 3230
8 San Diego, CA 92101

9 ***Office of the United States Trustee and Request for Special Notice***
10 ***Via U.S. Mail – Postage Paid***

11 Dale Fullerton
12 30002 Chihuahua Valley
13 Warner Springs, CA 92086

14 ***Special Notice Creditor***
15 ***Via U.S. Mail – Postage Paid***

16 Margie Mannex
17 1755 Lilac Rd.
18 Ramona, CA 92065

19 ***Special Notice Creditor***
20 ***Via U.S. Mail – Postage Paid***

21 I declare under penalty of perjury under the laws of the United States that
22 the foregoing is true and correct.

23 Executed **May 1, 2026**, at Litchfield Park, Arizona.

24 /s/ Candi Collins
25 Candi Collins
26
27
28