UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Christopher D. Jaime
Robert T. Matsui U.S. Courthouse
501 I Street, Sixth Floor
Sacramento, California

PRE-HEARING DISPOSITIONS

DAY: TUESDAY
DATE: February 19, 2019
CALENDAR: 1:00 P.M. CHAPTER 13

Each matter on this calendar will have one of three possible designations: No Ruling, Tentative Ruling, or Final Ruling. These instructions apply to those designations.

No Ruling: All parties will need to appear at the hearing unless otherwise ordered.

Tentative Ruling: If a matter has been designated as a tentative ruling it will be called. The court may continue the hearing on the matter, set a briefing schedule, or enter other orders appropriate for efficient and proper resolution of the matter. The original moving or objecting party shall give notice of the continued hearing date and the deadlines. The minutes of the hearing will be the court's findings and conclusions.

Final Ruling: Unless otherwise ordered, there will be no hearing on these matters and no appearance is necessary. The final disposition of the matter is set forth in the ruling and it will appear in the minutes. The final ruling may or may not finally adjudicate the matter. If it is finally adjudicated, the minutes constitute the court's findings and conclusions.

Orders: Unless the court specifies in the tentative or final ruling that it will issue an order, the prevailing party shall lodge an order within seven (7) days of the final hearing on the matter.

UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Christopher D. Jaime
Bankruptcy Judge
Sacramento, California

February 19, 2019 at 1:00 p.m.

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1. 18-23600-B-13 THEODORE/GLORIA ROGERS — MOTION TO MODIFY PLAN
MMM-1 Mohammad M. Mokarram — 1-9-19 [21]

Final Ruling

The motion has been set for hearing on the 35-days' notice required by Local Bankruptcy Rule 3015-1(d)(2), 9014-1(f)(1), and Federal Rule of Bankruptcy Procedure 3015(g). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the respondent and other parties in interest are entered. Upon review of the record there are no disputed material factual issues and the matter will be resolved without oral argument.

The court's decision is to permit the requested modification and confirm the modified plan.

11 U.S.C. § 1329 permits a debtor to modify a plan after confirmation. The Debtor has filed evidence in support of confirmation. No opposition to the motion was filed by the Chapter 13 Trustee or creditors. The modified plan complies with 11 U.S.C. §§ 1322, 1325(a), and 1329, and is confirmed.

COUNSEL FOR THE DEBTORS SHALL LODGE AN APPROPRIATE ORDER GRANTING THE MOTION WITHIN SEVEN (7) DAYS AND A SEPARATE ORDER CONFIRMING, WHICH SHALL BE TRANSMITTED TO THE TRUSTEE FOR REVIEW AND APPROVAL.

2. 17-20923-B-13 JEFFREY/DONNA OZUR MOTION TO INCUR DEBT
TAG-3 Aubrey L. Jacobsen 2-4-19 [46]

Tentative Ruling

Because less than 28 days' notice of the hearing was given, the motion is deemed brought pursuant to Local Bankruptcy Rule 9014-1(f)(2). Consequently, parties in interest were not required to file a written response or opposition. If any of these potential respondents appear at the hearing and offers opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion.

The court's decision is to grant the motion and authorize the Debtors to incur post-petition debt.

The motion seeks permission to purchase a 2016 Ford Fusion ("Vehicle") with approximately 7,600 miles for a total purchase price of $18,777.68, with monthly payments of $368.58 and an interest rate of 11.95%. Debtors states that the purchase of a newer vehicle is necessary to replace their 2003 Cadillac that has 115,000 miles and requires frequent mechanical repairs, including $3,800.00 in repairs the last six months. Debtors filed as exhibits amended Schedules I and J to update their current income and expenses but have not filed these schedules as stand alone amendments.

A motion to incur debt is governed by Federal Rule of Bankruptcy Procedure 4001(c). *In re Gonzales*, No. 08-00719, 2009 WL 1939850, at *1 (Bankr. N.D. Iowa July 6, 2009). Rule 4001(c) requires that the motion list or summarize all material provisions of the proposed credit agreement, "including interest rate, maturity, events of default, liens, borrowing limits, and borrowing conditions." Fed. R. Bankr. P. 4001(c)(1)(B). Moreover, a copy of the agreement must be provided to the court. *Id.* at 4001(c)(1)(A). The court must know the details of the collateral as well as the financing agreement to adequately review post-confirmation financing agreements. *In re Clemons*, 358 B.R. 714, 716 (Bankr. W.D. Ky. 2007).

The court finds that the proposed credit, based on the unique facts and circumstances of this case, is reasonable. There being no opposition from any party in interest, the terms being reasonable, and provided that the Debtors file stand alone amended Schedules I and J, the motion is granted.

COUNSEL FOR THE DEBTORS SHALL LODGE AN APPROPRIATE ORDER GRANTING THE MOTION WITHIN SEVEN (7) DAYS.

3.	18-27923-B-13 TOG-1	ALVARO FIERRO AND ANEL LUNA Thomas O. Gillis	MOTION TO VALUE COLLATERAL OF TITLE HOLDING SERVICES CORPORATION 1-11-19 [11]

Final Ruling

The motion has been set for hearing on the 28-days notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. The matter will be resolved without oral argument.

The court's decision is to value the secured claim of Title Holding Services Corporation at $0.00.

Debtors' motion to value the secured claim of Title Holding Services Corporation ("Creditor") is accompanied by the Debtors' declaration. Debtors are the owner of the subject real property commonly known as 25784 Grafton Street, Esparto, California ("Property"). Debtors seek to value the Property at a fair market value of $382,551.00 as of the petition filing date. Given the absence of contrary evidence, the Debtors' opinion of value is conclusive. *See* Fed. R. Evid. 701; *see also Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

The valuation of property that secures a claim is the first step, not the end result, of this motion brought pursuant to 11 U.S.C. § 506(a). The ultimate relief is the valuation of a specific creditor's secured claim.

11 U.S.C. § 506(a) instructs the court and parties in the methodology for determining the value of a secured claim.

> (a)(1) An **allowed claim of a creditor** secured by a lien on property in which the estate has an interest, or that is subject to setoff under section 553 of this title, **is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property**, or to the extent of the amount subject to setoff, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to set off is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting such creditor's interest.

11 U.S.C. § 506(a) (emphasis added). For the court to determine the creditor's secured claim (rights and interest in collateral), the creditor must be a party who has been served and is before the court. U.S. Constitution Article III, Sec. 2; case or controversy requirement for the parties seeking relief from a federal court.

No Proof of Claim Filed

The court has reviewed the Claims Registry for this bankruptcy case. No proof of claim has been filed by Creditor for the claim to be valued.

Discussion

The first deed of trust secures a claim with a balance of approximately $539,628.00. Creditor's second deed of trust secures a claim with a balance of approximately $95,487.00. Therefore, Creditor's claim secured by a junior deed of trust is completely under-collateralized. Creditor's secured claim is determined to be in the amount of $0.00, and therefore no payments shall be made on the secured claim under the terms of any confirmed Plan. *See* 11 U.S.C. § 506(a); *Zimmer v. PSB Lending Corp. (In re Zimmer)*, 313 F.3d 1220 (9th Cir. 2002); *Lam v. Investors Thrift (In re Lam)*, 211 B.R. 36 (B.A.P. 9th Cir. 1997).

The valuation motion pursuant to Federal Rule of Bankruptcy Procedure 3012 and 11 U.S.C. § 506(a) is granted.

COUNSEL FOR THE DEBTORS SHALL LODGE AN APPROPRIATE ORDER GRANTING THE MOTION WITHIN SEVEN (7) DAYS.

4. 19-20126-B-13 MJD-1 **Thru #5**
BRENDA KIRN
Matthew J. DeCaminada
MOTION TO AVOID LIEN OF A-L FINANCIAL CORP.
1-17-19 [14]

Final Ruling

The motion has been set for hearing on the 28-days notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. The matter will be resolved without oral argument.

The court's decision is to grant the motion to avoid judicial lien.

This is a request for an order avoiding the judicial lien of A-L Financial Corp. ("Creditor") against the Debtor's property commonly known as 1382 Sundance Drive, Plumas Lake, California ("Property").

A judgment was entered against Debtor in favor of Creditor in the amount of $4,310.52. An abstract of judgment was recorded with Yuba County on June 17, 2004, which encumbers the Property. All other liens recorded against the Property total $420,975.29.

Pursuant to the Debtor's Schedule A, the subject real property has an approximate value of $431,628.00 as of the date of the petition. Debtor has claimed an exemption pursuant to Cal. Civ. Proc. Code § 703.140(b)(1) in the amount of $28,102.41 on Schedule C.

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is no equity to support the judicial lien. Therefore, the fixing of this judicial lien impairs the Debtor's exemption of the real property and its fixing is avoided subject to 11 U.S.C. § 349(b)(1)(B).

COUNSEL FOR THE DEBTOR SHALL LODGE AN APPROPRIATE ORDER GRANTING THE MOTION WITHIN SEVEN (7) DAYS.

5. 19-20126-B-13 MJD-2
BRENDA KIRN
Matthew J. DeCaminada
MOTION TO AVOID LIEN OF LEASECOMM CORPORATION
1-17-19 [19]

Final Ruling

The motion has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). However, there appears to be insufficient service of process on Leasecomm Corporation. The address used by the Debtor does not appear on the abstract of judgment, California Secretary of State website, Massachusetts Secretary of State website, or the Better Business Bureau website. Therefore, the court's decision is to deny the motion without prejudice.

COUNSEL FOR THE DEBTOR SHALL LODGE AN APPROPRIATE ORDER DENYING THE MOTION WITHOUT PREJUDICE WITHIN SEVEN (7) DAYS.

6.	18-25728-B-13 MB-1	JAMES RUELOS AND SUSAN SABADLAB Michael Benavides	CONTINUED MOTION TO CONFIRM PLAN 12-4-18 [25]

Final Ruling

The motion been set for hearing on the 35-days notice required by Local Bankruptcy Rules 3015-1(d)(1), 9014-1(f)(1), and Federal Rule of Bankruptcy Procedure 2002(b). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Opposition was filed. The court will address the merits of the motion at the hearing.

The court's decision is to deny the motion to confirm as moot.

This matter was continued from January 8, 2019, to provide Debtors the opportunity to properly serve all parties in interest. Since that hearing, an amended plan was filed on January 17, 2019. The confirmation hearing for the amended plan is scheduled for March 5, 2019. The earlier plan filed December 4, 2018, is not confirmed.

THE COURT WILL ENTER A MINUTE ORDER.

7.	18-26528-B-13 BLC-1	KRISHNAPRASAD NALAJALA Brian L. Coggins	MOTION TO CONFIRM PLAN 1-4-19 [26]

No Ruling

8. 18-22731-B-13 THOMAS/BECKY BOYES — MOTION TO RECONSIDER DISMISSAL OF CASE
JPJ-1 Lucas B. Garcia — 2-1-19 [81]

DEBTOR DISMISSED:
10/03/2018
JOINT DEBTOR DISMISSED:
10/03/2018

Tentative Ruling

Because less than 28 days' notice of the hearing was given, the motion is deemed brought pursuant to Local Bankruptcy Rule 9014-1(f)(2). Consequently, parties in interest were not required to file a written response or opposition. If any of these potential respondents appear at the hearing and offers opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion.

The court's decision is to deny without prejudice the motion to set aside dismissal.

Introduction

The court has before it a Motion to Set Aside Dismissal filed by debtors Thomas and Becky Boyes ("Debtors"). For the reasons explained below, the motion will be denied without prejudice, the order dismissing this Chapter 13 case will not be vacated, and this Chapter 13 case will not be reinstated.

The court has reviewed the motion and its related declaration and exhibits. The court has also reviewed and takes judicial notice of the docket in this Chapter 13 case and in the Debtors' subsequently-filed Chapter 13 case, no. 18-27381. Findings of fact and conclusions of law are set forth below. *See* Fed. R. Civ. P. 52(a); Fed. R. Bankr. P. 7052, 9014(c).

Relevant Background

The Debtors have filed three non-productive Chapter 13 cases within the span of a one-year period:[1]

(1) Case no. 15-28162 was filed on October 20, 2015, and dismissed on March 26, 2018, for failure to make plan payments. The case was filed six days before a scheduled foreclosure.

(2) Case no. 18-22731 - this case - was filed on May 1, 2018, and dismissed on October 3, 2018, when the Debtors did not file a plan within a court-ordered deadline. Dkt. 65. This case was filed one day before a scheduled foreclosure.

(3) Case no. 18-27381 was filed on November 27, 2018, and is open, pending, and active. A motion to dismiss the case has been filed. The case was filed one day before a scheduled foreclosure.

No motion to extend the automatic stay of § 362(a) was filed in this case. And in the Chapter 13 case, no. 18-27381, that the Debtors filed after this case was dismissed, the court denied the Debtors' motion to extend/impose the automatic stay on December 18, 2018. *See Id.*, dkt. 24. Two weeks later, on January 3, 2019, the Debtors moved to reopen this case. Dkt. 76. The Debtors then filed the present motion about a month

[1] In addition to the following, the Debtors also filed a Chapter 13 case on September 30, 2014, which was dismissed on May 6, 2015, for failure to confirm a plan within the court-ordered deadline. *See* case no. 14-29753, dkt. 54.

after that, on February 1, 2019.[2] Dkt. 81.

The Debtors' motion is less than clear. From what the court is able discern, the Debtors' request to vacate the order dismissing this case is based on a failure by the Debtors and their attorney to appreciate the impact that dismissal of this [second] Chapter 13 case might have on the automatic stay in a third bankruptcy case filed within a one-year period or that dismissal should have been, but was not, considered in the context of plan confirmation. Debtors also appear to suggest that they were surprised by dismissal and a secured creditor's subsequent foreclosure.

The motion also does not state the grounds upon which relief is requested. It does, however, reference "excusable neglect," "unfair surprise," and "other reasons for relief." Therefore, the court will analyze the motion under Federal Rules of Civil Procedure 60(b)(1) and (b)(6) applicable by Federal Rule of Bankruptcy Procedure 9024.

Discussion

I. The Debtors Have Not Established That Relief Under Civil Rule 60(b)(1) is Warranted.

Civil Rule 60(b)(1) permits the court to relieve a party from a final judgment or order for "mistake, inadvertence, surprise, or excusable neglect[.]" Fed. R. Civ. P. 60(b)(1); Fed. R. Bankr. P. 9024. Relief for excusable neglect under Civil Rule 60(b) is governed by the *Pioneer-Briones* factors, *i.e.*, (1) the danger of prejudice to any non-moving party if the dismissal is vacated; (2) the length of delay and the potential impact of that delay on judicial proceeding; (3) the reason for the delay, including whether the delay was within the reasonable control of the movant; and (4) whether the debtor's conduct was in good faith. *Pioneer Inv. Servs. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 395 (1993); *Briones v. Riviera Hotel & Casino*, 116 F.3d 379, 381 (9th Cir. 1997). Debtors do not address these factors in their motion. Nevertheless, an independent review of the factors warrants a denial of relief.

The first factor, prejudice to other parties if the dismissal is vacated, weighs heavily against granting relief under Civil Rule 60(b)(1) for excusable neglect.

In the absence of a timely motion to extend the automatic stay, the automatic stay in this case terminated as to all creditors and for all purposes 30 days after the petition date. *Reswick v. Reswick (In re Reswick)*, 446 B.R. 362, 372-73 (9th Cir. BAP 2011); *see also Smith v. State of Maine Revenue Services (In re Smith)*, 910 F.3d 576, 578 (1st Cir. 2018) (first Circuit-level decision to follow *Reswick*). If there was any doubt, the automatic stay certainly terminated when this Chapter 13 case was dismissed.

Creditors were notified of the dismissal and thence of the termination of the automatic stay. Creditors were thereafter free to exercise all rights and remedies under applicable non-bankruptcy law. And apparently some did because the Debtors' mortgage lender foreclosed. *See* case no. 18-27381, dkt. 14. Attempting to somehow revive the automatic stay by vacating the order dismissing this case, a result the Debtors may be after given the adverse ruling on that matter in case no. 18-27381 and the proposed treatment of the mortgage lender in a plan the Debtors also ask the court to revive, would result in substantial and unfair prejudice to such creditors.[3] So too would any attempt to use this case to adversely affect the rights of creditors (the Debtors' mortgage lender included) who have already acted in reliance on the termination of the automatic stay upon dismissal or otherwise by operation of law.

Additionally, plan confirmation in a Chapter 13 case is projected on a relatively short time frame under the statutory scheme. *See* 11 U.S.C. § 1324(b). If the court were to

[2]Meanwhile this case was reassigned to Department B on January 10, 2019.

[3]In any case, to the extent the proposed plan contemplates no monthly payments to the mortgage lender it is not confirmable. *See* 11 U.S.C. § 1322(b)(2).

vacate the dismissal order and reinstate this case, the very earliest at which a plan could be considered for confirmation would be sometime in April of 2019. By that time this case would be pending for nearly a year without a confirmed plan. Keeping a Chapter 13 case open for such an extended period without a confirmed plan is unreasonable delay prejudicial to all creditors. *See* 11 U.S.C. § 1307(c)(1).

The second factor, the length of the delay and the potential impact of the delay on the Chapter 13 proceedings, is related to the third factor, the reason for the delay, and both weigh against granting relief under Civil Rule 60(b)(1) for excusable neglect.

The Debtors waited four months before they moved for relief from the order dismissing this case. And instead of moving immediately to vacate the dismissal order, the Debtors opted to file a subsequent Chapter 13 case. The Debtors also moved for relief from the order dismissing this case only after they received an adverse ruling on the automatic stay in the subsequently-filed Chapter 13 case.

The Debtors' four-month delay with intervening events is substantial. Moreover, that delay was entirely within the control of the Debtors and their attorney because, for apparent strategic reasons related to the automatic stay, they chose to file a subsequent Chapter 13 case instead of attempting to immediately reinstate this one.

As to the fourth factor, the totality of the circumstances strongly suggests bad faith and abusive conduct by the Debtors and weighs heavily against granting relief under Civil Rule 60(b)(1) for excusable neglect.

It is apparent that the Debtors are abusive serial bankruptcy filers. They have filed multiple non-productive Chapter 13 cases to acquire the automatic stay. Stated more bluntly, by filing numerous bankruptcy cases days before a scheduled foreclosure and then not properly prosecuting the cases, the Debtors have hindered and delayed creditors.

It is also significant that the Debtors moved to vacate the order dismissing this case only *after* the court in case no. 18-27381 rendered an adverse ruling and declined to extend/impose the automatic stay in that case. Notably, in case no. 18-27381 the Debtors have made no plan payments, they did not appear at the § 341 meeting of creditors, and they have not provided the Trustee with tax returns or pay advices. *See Id.* at dkt. 29. That conduct and the timing of the present motion strongly suggest that the Debtors filed case no. 18-27381 in yet another attempt to acquire the automatic stay and with no intent to properly prosecute the case.

Case no. 18-27381 is also open, pending, and active. Vacating the dismissal order in this case would mean that the Debtors have two simultaneously-pending Chapter 13 cases. That too is indicative of bad faith. *See In re Sorenson*, 575 B.R. 527, 532-33 (Bankr. D. Colo. 2017) (citing cases and so explaining).

The Debtors also do not explain the need to consider dismissal at the plan confirmation stage if they filed this case in good faith and intended to properly prosecute it. In other words, contemplating dismissal simply to re-file if or when confirmation is denied shows a lack of intent to properly prosecute. It is also indicative of "judge shopping." Both are bad faith conduct.

And finally, the Debtors provide no explanation why this case should be reinstated when they already have an open and active Chapter 13 case pending before another judge of this court. If the Debtors are truly interested in obtaining Chapter 13 relief they should perhaps work with the trustee in case no. 18-27381 to correct deficiencies and propose a confirmable plan.

In short, the Debtors' pattern of filing bankruptcy cases for an improper purpose is bad faith and abusive conduct. Attempting to reinstate this Chapter 13 case four months after it was dismissed when, during that four-month period, the Debtors filed a subsequent Chapter 13 case that remains open, pending, and active and after the court in the subsequently-filed Chapter 13 case rendered a ruling adverse to the Debtors, is also bad-faith and abusive conduct. The totality of the Debtors' conduct is sufficient to render them ineligible for Chapter 13 relief and it would support dismissal under §

1307(c). It therefore weighs heavily against the reinstatement of this Chapter 13 case.

Civil Rule 60(b)(1) Conclusion

In sum, all of the *Pioneer-Briones* factors overwhelmingly weigh heavily against relief from the dismissal order under Civil Rule 60(b)(1) for excusable neglect.

The Debtors' Civil Rule 60(b)(1) "surprise" argument is equally unavailing. Debtors' counsel practices regularly before this court. Counsel is therefore aware that the trustee's objections to confirmation often include a conditional motion to dismiss that requests a 60 (previously 75) day limit to confirm a subsequent plan if the objection is sustained. The reason for that is to prevent the case from languishing and thereby avoid delay prejudicial to creditors. Debtors and their counsel should also not be surprised that a secured creditor who has attempted to foreclose on a number of occasions only to be thwarted by the Debtors' repeated filing of non-productive Chapter 13 cases, which are ultimately dismissed, would seize upon an opportunity to exercise its rights upon dismissal and even upon the filing of a third case where the automatic stay does not go into effect.

II. The Debtors Have Not Established That Relief under Civil Rule 60(b)(6) is Warranted.

Inasmuch as the grounds for relief under Civil Rule 60(b)(6) are the same grounds on which relief is requested under Civil Rule 60(b)(1), the former is inapplicable. *See Lafarge Conseils Et. Etudes, S.A. v. Kaiser Cement & Gypsum Corp.*, 791 F.2d 1334, 1338 (9th Cir.1986) ("A motion brought under [Rule] 60(b)(6) must be based on grounds other than those listed in the preceding clauses."); *see also Everest Nat. Ins. v. Valley Flooring Specialties*, 2009 WL 1530169, *5 (E.D. Cal. 2009). Relief under Civil Rule 60(b)(6) is therefore also denied.

Conclusion

For all the foregoing reasons, the Debtors' motion to vacate the order dismissing this case is denied without prejudice. The dismissal order is not vacated and this Chapter 13 case is not reinstated.

THE COURT WILL ENTER A MINUTE ORDER.

9. 18-25838-B-13 JPJ-3 **Thru #10**
JESUS/CARMEN MARAVILLA
Mikalah R. Liviakis
OBJECTION TO CLAIM OF PINNACLE CREDIT SERVICES, LLC, CLAIM NUMBER 2
12-17-18 [28]

Final Ruling

The objection has been set for hearing on at least 44 days' notice to the claimant as required by Local Bankruptcy Rule 3007-1(b)(1). The failure of the claimant to file written opposition at least 14 calendar days prior to the hearing is considered as consent to the sustaining of the objection. Cf. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the objecting party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9 Cir. 2006). Therefore, the claimant's default is entered and the objection will be resolved without oral argument.

The court's decision is to sustain the objection to Claim No. 2-1 of Pinnacle Credit Services LLC and disallow the claim in its entirety.

Chapter 13 Trustee Jan Johnson ("Objector") requests that the court disallow the claim of Pinnacle Credit Services LLC ("Creditor"), Claim No. 2-1. The claim is asserted to be in the amount of $128.60. Objector asserts that the claim should be disallowed because the statute of limitations has run pursuant to California Code of Civil Procedure § 337(1).

According to the proof of claim, the underlying debt is a contract claim, most likely based on a written contract. California law provides a four-year statute of limitations to file actions for breach of written contracts. *See* Cal. Civ. Pro. Code § 337. This statute begins to run from the date of the contract's breach. According to the Objector's exhibits, the last payment was received on or about March 2, 2009, which is more than four years prior to the filing of this case. Hence, when the case was filed on September 14, 2018, this debt was time barred under applicable nonbankruptcy law, i.e., Cal. Civ. Pro. Code § 337(1), and must be disallowed. *See* 11 U.S.C. § 502(b)(1).

Based on the evidence before the court, the Creditor's claim is disallowed in its entirety.

THE CHAPTER 13 TRUSTEE SHALL LODGE AN APPROPRIATE ORDER SUSTAINING THE OBJECTION WITHIN SEVEN (7) DAYS.

10. 18-25838-B-13 JPJ-4
JESUS/CARMEN MARAVILLA
Mikalah R. Liviakis
OBJECTION TO CLAIM OF CAVALRY SPV I, LLC, CLAIM NUMBER 3
12-17-18 [31]

Final Ruling

The objection has been set for hearing on at least 44 days' notice to the claimant as required by Local Bankruptcy Rule 3007-1(b)(1). The failure of the claimant to file written opposition at least 14 calendar days prior to the hearing is considered as consent to the sustaining of the objection. Cf. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the objecting party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9 Cir. 2006). Therefore, the claimant's default is entered and the objection will be resolved without oral argument.

The court's decision is to sustain the objection to Claim No. 3-1 of Cavalry SPV I, LLC and disallow the claim in its entirety.

Chapter 13 Trustee Jan Johnson ("Objector") requests that the court disallow the claim of Cavalry SPV I, LLC ("Creditor"), Claim No. 3-1. The claim is asserted to be in the amount of $4,227.26. Objector asserts that the claim should be disallowed because the statute of limitations has run pursuant to California Code of Civil Procedure § 337(1).

According to the proof of claim, the underlying debt is a contract claim, most likely based on a written contract. California law provides a four-year statute of limitations to file actions for breach of written contracts. *See* Cal. Civ. Pro. Code § 337. This statute begins to run from the date of the contract's breach. According to the Objector's exhibits, the last payment was received on or about January 13, 2009, which is more than four years prior to the filing of this case. Hence, when the case was filed on September 14, 2018, this debt was time barred under applicable nonbankruptcy law, i.e., Cal. Civ. Pro. Code § 337(1), and must be disallowed. *See* 11 U.S.C. § 502(b)(1).

Based on the evidence before the court, the Creditor's claim is disallowed in its entirety.

THE CHAPTER 13 TRUSTEE SHALL LODGE AN APPROPRIATE ORDER SUSTAINING THE OBJECTION WITHIN SEVEN (7) DAYS.

11. 18-25342-B-13 REECE/RODINA VENTURA — MOTION TO COMPEL
CLH-5 Peter G. Macalus — 1-16-19 [91]

DEBTOR DISMISSED: 02/02/2019

Final Ruling

The Debtors having dismissed their case, the motion is dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(I) and Federal Rules of Bankruptcy Procedure 9014 and 7041. The matter is removed from the calendar.

THE COURT WILL ENTER A MINUTE ORDER.

12. 19-20044-B-13 ITELDIA DAVIS — MOTION FOR RELIEF FROM AUTOMATIC STAY
APN-1 Mikalah R. Liviakis — 1-18-19 [11]

GATEWAY ONE LENDING AND FINANCE VS.

Final Ruling

The motion has been set for hearing on the 28-days notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. The matter will be resolved without oral argument.

The court's decision is to grant the motion for relief from stay.

Gateway One Lending & Finance ("Movant") seeks relief from the automatic stay with respect to an asset identified as a 2007 Mercedes-Benz E Class (the "Vehicle"). The moving party has provided the Declaration of Patricia Montes to introduce into evidence the documents upon which it bases the claim and the obligation owed by the Debtor.

The Montes Declaration provides testimony that Debtor has not made 1 post-petition payment, with a total of $263.01 in post-petition payments past due. The Declaration also provides evidence that there is 1 pre-petition payment in default, with a pre-petition arrearage of $263.01. Pursuant to the Debtor's plan, the Debtor intends to surrender the Vehicle.

From the evidence provided to the court, and only for purposes of this motion, the debt secured by this asset is determined to be $9,746.17, as stated in the Montes Declaration, while the value of the Vehicle is determined to be $6,525.00, as stated in Schedules A/B and D filed by Debtor.

Discussion

The court maintains the right to grant relief from stay for cause when a debtor has not been diligent in carrying out his or her duties in the bankruptcy case, has not made required payments, or is using bankruptcy as a means to delay payment or foreclosure. *In re Harlan*, 783 F.2d 839 (B.A.P. 9th Cir. 1986); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985). The court determines that cause exists for terminating the automatic stay since the Debtor and the estate have not made post-petition payments. 11 U.S.C. § 362(d)(1); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985).

Additionally, once a movant under 11 U.S.C. § 362(d)(2) establishes that a debtor or estate has no equity, it is the burden of the debtor or trustee to establish that the collateral at issue is necessary to an effective reorganization. *United Savings Ass'n of Texas v. Timbers of Inwood Forest Associates. Ltd.*, 484 U.S. 365, 375-76 (1988); 11 U.S.C. § 362(g)(2). Based upon the evidence submitted, the court determines that there is no equity in the Vehicle for either the Debtor or the Estate. 11 U.S.C. § 362(d)(2). Moreover, Debtor has indicated an intent to surrender possession of the Vehicle to Movant. The court determines that the Vehicle is not necessary for any effective reorganization in this Chapter 13 case.

The court shall issue an order terminating and vacating the automatic stay to allow Gateway One Lending & Finance, its agents, representatives and successors, and all other creditors having lien rights against the Vehicle, to repossess, dispose of, or sell the asset pursuant to applicable nonbankruptcy law and their contractual rights, and for any purchaser, or successor to a purchaser, to obtain possession of the asset.

There also being no objections from any party, the 14-day stay of enforcement under Rule 4001(a)(3) is waived.

No other or additional relief is granted by the court.

COUNSEL FOR THE CREDITOR SHALL LODGE AN APPROPRIATE ORDER GRANTING THE MOTION WITHIN SEVEN (7) DAYS.

13.	18-24645-B-13 BLG-1	MICHAEL/CANDACE TODD Chad M. Johnson	CONTINUED MOTION TO CONFIRM PLAN 11-5-18 [37]

No Ruling

14.	18-27246-B-13 MJ-1	WANDA MOORE Peter G. Macaluso	AMENDED MOTION TO CONFIRM TERMINATION OR ABSENCE OF STAY 1-22-19 [43]

No Ruling

15. 18-26949-B-13 LAURIE COTENAS
RWF-1 Robert W. Fong

MOTION TO CONFIRM PLAN
1-3-19 [18]

No Ruling

16. 18-26354-B-13 JHW-1 — TIMOTHY/NICOLE ARSENAULT, Bruce Charles Dwiggins — MOTION FOR RELIEF FROM AUTOMATIC STAY, 1-18-19 [24]

SANTANDER CONSUMER USA, INC.
VS.

Final Ruling

The motion has been set for hearing on the 28-days notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. The matter will be resolved without oral argument.

The court's decision is to grant the motion for relief from stay.

Santander Consumer USA Inc. dba Chrysler Capital as servicer for CCAP Auto Lease Ltd. ("Movant") seeks relief from the automatic stay with respect to an asset identified as a 2015 Jeep Renegade (the "Vehicle"). The moving party has provided the Declaration of Ashley Young to introduce into evidence the documents upon which it bases the claim and the obligation owed by the Debtors.

The Young Declaration provides testimony that Debtors has not made 3 post-petition payments, with a total of $836.94 in post-petition payments past due. The Declaration also provides evidence that there are 3 pre-petition payments in default, with a pre-petition arrearage of $6,564.84 including fees.

From the evidence provided to the court, and only for purposes of this motion, the debt secured by this asset is determined to be $24,381.37, as stated in the Young Declaration. The Vehicle is a lease.

Discussion

The court maintains the right to grant relief from stay for cause when a debtor has not been diligent in carrying out his or her duties in the bankruptcy case, has not made required payments, or is using bankruptcy as a means to delay payment or foreclosure. *In re Harlan*, 783 F.2d 839 (B.A.P. 9th Cir. 1986); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985). The court determines that cause exists for terminating the automatic stay since the Debtors and the estate have not made post-petition payments. 11 U.S.C. § 362(d)(1); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985).

Additionally, once a movant under 11 U.S.C. § 362(d)(2) establishes that a debtor or estate has no equity, it is the burden of the debtor or trustee to establish that the collateral at issue is necessary to an effective reorganization. *United Savings Ass'n of Texas v. Timbers of Inwood Forest Associates. Ltd.*, 484 U.S. 365, 375-76 (1988); 11 U.S.C. § 362(g)(2). Based upon the evidence submitted, the court determines that there is no equity in the Vehicle for either the Debtors or the Estate. 11 U.S.C. § 362(d)(2). And no opposition or showing having been made by the Debtors or the Trustee, the court determines that the Vehicle is not necessary for any effective reorganization in this Chapter 13 case.

The court shall issue an order terminating and vacating the automatic stay to allow Santander Consumer USA Inc. dba Chrysler Capital as servicer for CCAP Auto Lease Ltd., its agents, representatives and successors, and all other creditors having lien rights against the Vehicle, to repossess, dispose of, or sell the asset pursuant to applicable nonbankruptcy law and their contractual rights, and for any purchaser, or successor to a purchaser, to obtain possession of the asset.

There also being no objections from any party, the 14-day stay of enforcement under Rule 4001(a)(3) is waived.

No other or additional relief is granted by the court.

COUNSEL FOR THE CREDITOR SHALL LODGE AN APPROPRIATE ORDER GRANTING THE MOTION WITHIN SEVEN (7) DAYS.

17. 18-26862-B-13 TRENELL MONTAGUE
SBT-2 Susan B. Terrado

MOTION TO CONFIRM PLAN
12-29-18 [37]

WITHDRAWN BY M.P.

Final Ruling

The Debtor having withdrawn the motion, the motion is dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(I) and Federal Rules of Bankruptcy Procedure 9014 and 7041. The matter is removed from the calendar.

THE COURT WILL ENTER A MINUTE ORDER.

18. 15-20671-B-13 BRYAN SCHULTZ
EWV-200 Eric W. Vandermey

MOTION TO MODIFY PLAN
1-14-19 [71]

No Ruling

19.	18-27472-B-13 JPJ-1	STEVEN/SUSAN SPEHLING Thomas B. Hjerpe	CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY JAN P JOHNSON AND/OR MOTION TO DISMISS CASE 1-16-19 [22]

No Ruling

20. 18-27975-B-13 MICHAEL/TAMMY MCKININ — MOTION TO VALUE COLLATERAL OF ONEMAIN FINANCIAL GROUP, LLC
AB-1 August Bullock — 1-11-19 [11]

Final Ruling

The motion has been set for hearing on the 28-days notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. The matter will be resolved without oral argument.

The court's decision is to deny without prejudice the motion to value.

Debtors' motion to value the secured claim of OneMain Financial Group LLC ("Creditor") is accompanied by Debtors' declaration. Debtors are the owner of a 2014 Ford Escape SE Sport Utility 4 door ("Vehicle"). The Debtors seek to value the Vehicle at a replacement value of $13,503.00 as of the petition filing date.

Proof of Claim Filed

The court has reviewed the Claims Registry for this bankruptcy case. It appears that Claim No. 11-1 filed by OneMain is the claim which may be the subject of the present motion.

Discussion

Debtors' valuation is based on their opinion of the Vehicle's value. Docket 13. The Debtors' formed their opinion based on the Kelly Blue Book and an unauthenticated printout purported to be from the Kelly Blue Book attached as Exhibit A to their declaration. *See Id.* at ¶ 4 & Ex. A. The unauthenticated exhibit of what the Debtors purport to be from the Kelly Blue Book is inadmissible hearsay. *See In re Guerra*, 2008 WL 3200931, *2 n.4 (Bankr. E.D. Cal. 2008) ("Filed with Guerra's declaration was an unauthenticated document titled: 'Edmonds.com True Market Value Pricing Report.' The court has not considered this attachment in that it is inadmissible hearsay[.]").

As lay witnesses, the Debtors may not base their opinion of value on hearsay. *See* Fed. R. Evid. 701. And because the court also does not consider the Exhibit A attached to the Debtors' declaration inasmuch as it is inadmissible hearsay, the Debtors' declaration contains no opinion as to the value of the Vehicle. *See Guerra, supra,* at *2. The valuation motion pursuant to Fed. R. Civ. P. 3012 and 11 U.S.C. § 506(a) is therefore denied without prejudice.

THE COURT WILL PREPARE A MINUTE ORDER.

21.	18-26188-B-13 JPJ-1 **Thru #23**	ANTHONY/MIRIAM DANGERFIELD Mohammad M. Mokarram	CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY JAN P. JOHNSON AND/OR MOTION TO DISMISS CASE 11-20-18 [31]

Tentative Ruling

This matter was continued from January 15, 2019, in order to be heard in conjunction with Debtors' motion to value collateral of Real Time Solutions, Inc. The objection and motion were properly filed at least 14 days prior to the hearing on the motion to confirm a plan. *See* Local Bankruptcy Rules 3015-1(c)(4) & (d)(1) and 9014-1(f)(2). Parties in interest may, at least 7 days prior to the date of the hearing, serve and file with the court a written reply to any written opposition. Local Bankruptcy Rule 9014-1(f)(1)(C). No written reply has been filed to the objection.

The court's decision is to overrule the objection, deny the motion to dismiss, and confirm the plan.

Feasibility of the plan depends on the granting of the motion to value collateral of Real Time Solutions, Inc. That motion is granted at Item #22.

The plan complies with 11 U.S.C. §§ 1322 and 1325(a). The objection is overruled, the motion to dismiss is denied, and the plan filed September 29, 2018, is confirmed.

COUNSEL FOR THE DEBTORS SHALL LODGE AN APPROPRIATE ORDER OVERRULING THE OBJECTION AND DENYING THE MOTION WITHIN SEVEN (7) DAYS AND A SEPARATE ORDER CONFIRMING, WHICH SHALL BE TRANSMITTED TO THE TRUSTEE FOR REVIEW AND APPROVAL.

22.	18-26188-B-13 MMM-1	ANTHONY/MIRIAM DANGERFIELD Mohammad M. Mokarram	CONTINUE MOTION TO VALUE COLLATERAL OF REAL TIME SOLUTIONS, INC 10-30-18 [14]

Tentative Ruling

The motion has been set for hearing on the 28-days notice required by Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Opposition was filed. The court will address the merits of the motion at the hearing.

The court's decision is to value the secured claim of Real Time Resolutions, Inc. at $0.00.

This matter was continued from January 15, 2019, to provide creditor Real Time Resolutions, Inc. ("Creditor") the opportunity to file its appraisal and appraiser declaration by January 31, 2019, and to provide debtors Anthony and Miriam Dangerfield ("Debtors") the opportunity to file a response by February 7, 2019. Although Creditor did not file an appraisal by its deadline, the Creditor did file a response on February 7, 2019, requesting that the court grant Debtors' motion to the extent that Creditor's lien is avoided contingent upon Debtors completing their Chapter 13 plan for the entire 60-month period without early discharge and with payment of Creditor's claim at the stated dividend of 40% (dkt. 2, para. 3.14).

Debtors' motion to value the secured claim of Creditor is accompanied by the Debtors' declaration. Debtors are the owner of the subject real property commonly known as 8438

Alberton Place, Elk Grove, California ("Property"). Debtors seek to value the Property at a fair market value of $400,000.00 as of the petition filing date. Given the absence of contrary evidence, the Debtor's opinion of value is conclusive. *See* Fed. R. Evid. 701; *see also Enewally v. Wash. Mut. Bank (In re Enewally)*, 368 F.3d 1165, 1173 (9th Cir. 2004).

The valuation of property that secures a claim is the first step, not the end result, of this motion brought pursuant to 11 U.S.C. § 506(a). The ultimate relief is the valuation of a specific creditor's secured claim.

11 U.S.C. § 506(a) instructs the court and parties in the methodology for determining the value of a secured claim.

> (a)(1) An **allowed claim of a creditor** secured by a lien on property in which the estate has an interest, or that is subject to setoff under section 553 of this title, **is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property**, or to the extent of the amount subject to setoff, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to set off is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting such creditor's interest.

11 U.S.C. § 506(a) (emphasis added). For the court to determine the creditor's secured claim (rights and interest in collateral), the creditor must be a party who has been served and is before the court. U.S. Constitution Article III, Sec. 2; case or controversy requirement for the parties seeking relief from a federal court.

Discussion

The first deed of trust secures a claim with a balance of approximately $450,469.00. Creditor's second deed of trust secures a claim with a balance of approximately $38,450.00. Therefore, Creditor's claim secured by a junior deed of trust is completely under-collateralized. Creditor's secured claim is determined to be in the amount of $0.00, and therefore no payments shall be made on the secured claim under the terms of any confirmed Plan. *See* 11 U.S.C. § 506(a); *Zimmer v. PSB Lending Corp. (In re Zimmer)*, 313 F.3d 1220 (9th Cir. 2002); *Lam v. Investors Thrift (In re Lam)*, 211 B.R. 36 (B.A.P. 9th Cir. 1997).

The valuation motion pursuant to Federal Rule of Bankruptcy Procedure 3012 and 11 U.S.C. § 506(a) is granted. All other requests for relief are denied.

COUNSEL FOR THE DEBTORS SHALL LODGE AN APPROPRIATE ORDER GRANTING THE MOTION WITHIN SEVEN (7) DAYS.

23.	18-26188-B-13 RMP-1	ANTHONY/MIRIAM DANGERFIELD Mohammad M. Mokarram	CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY REAL TIME RESOLUTIONS, INC. 11-5-18 [20]

Tentative Ruling

This matter was continued from January 15, 2019, in order to be heard in conjunction with Debtors' motion to value collateral of Real Time Solutions, Inc. The objection

and motion were properly filed at least 14 days prior to the hearing on the motion to confirm a plan. *See* Local Bankruptcy Rules 3015-1(c)(4) & (d)(1) and 9014-1(f)(2). Parties in interest may, at least 7 days prior to the date of the hearing, serve and file with the court a written reply to any written opposition. Local Bankruptcy Rule 9014-1(f)(1)(C). No written reply has been filed to the objection.

The court's decision is to overrule the objection, deny the motion to dismiss, and confirm the plan.

Feasibility of the plan depends on the granting of the motion to value collateral of Real Time Solutions, Inc. That motion is granted at Item #22.

The plan complies with 11 U.S.C. §§ 1322 and 1325(a). The objection is overruled, the motion to dismiss is denied, and the plan filed September 29, 2018, is confirmed.

COUNSEL FOR THE DEBTORS SHALL LODGE AN APPROPRIATE ORDER OVERRULING THE OBJECTION WITHIN SEVEN (7) DAYS AND A SEPARATE ORDER CONFIRMING, WHICH SHALL BE TRANSMITTED TO THE TRUSTEE FOR REVIEW AND APPROVAL.

24. 18-21994-B-13 ALVIN CATLIN MOTION TO CONFIRM PLAN
LBG-201 Lucas B. Garcia 1-14-19 [86]

DEBTOR DISMISSED: 02/05/2019

Final Ruling

The Debtor having dismissed his case, the motion is dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2) and Federal Rules of Bankruptcy Procedure 9014 and 7041. The matter is removed from the calendar.

THE COURT WILL ENTER A MINUTE ORDER.

25.	18-26908-B-13 SDH-1	KEVIN BRAKENBURY Scott D. Hughes	CONTINUED MOTION TO CONFIRM PLAN 1-4-19 [16]

No Ruling

26.	18-25410-B-13 FF-2	NEAL/LOURDES BASSETT Gary Ray Fraley	CONTINUED MOTION TO CONFIRM PLAN 12-18-18 [33]

No Ruling

27.	16-27044-B-13 KWS-2	ZULEMA MANGAN Scott J. Sagaria	CONTINUED MOTION TO MODIFY PLAN 12-6-18 [46]

No Ruling