UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Sacramento, California

June 28, 2016 at 10:00 a.m.

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

1. Matters resolved without oral argument:

Unless otherwise stated, the court will prepare a civil minute order on each matter listed. If the moving party wants a more specific order, it should submit a proposed amended order to the court. In the event a party wishes to submit such an Order it needs to be titled 'Amended Civil Minute Order.'

If the moving party has received a response or is aware of any reason, such as a settlement, that a response may not have been filed, the moving party must contact Nancy Williams, the Courtroom Deputy, at (916) 930-4580 at least one hour prior to the scheduled hearing.

2. The court will not continue any short cause evidentiary hearings scheduled below.

3. If a matter is denied or overruled without prejudice, the moving party may file a new motion or objection to claim with a new docket control number. The moving party may not simply re-notice the original motion.

4. If no disposition is set forth below, the matter will be heard as scheduled.

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1. 16-21303-D-13 PGM-1 — JOHN/SHERRY SCHWALL — MOTION TO AVOID LIEN OF REDWOOD CREDIT UNION 5-20-16 [23]

Final ruling:

This is the debtors' motion to avoid an alleged judicial lien held by Redwood Credit Union (the "Credit Union"). The motion will be denied because the moving parties have failed to submit evidence sufficient to establish the factual allegations of the motion and to demonstrate they are entitled to the relief requested, as required by LBR 9014-1(d)(6).

Under California law, a judicial lien on real property is created by the recording of an abstract of judgment with the county recorder of the county in which the property is located. Cal. Code Civ. Proc. §§ 697.310(a), 697.340(a). The debtors have submitted a copy of an abstract of judgment recorded in Sonoma County, whereas the property as to which the debtors seek to avoid the alleged lien is in San Joaquin County. Thus, there is no evidence of a judicial lien held by the Credit Union, as created by an abstract of judgment recorded in the county in which

the debtors' property is located, and no evidence there is a judicial lien that is subject to avoidance. Thus, the debtors have not established that they are entitled to relief under § 522(f)(1)(A).

For the reason stated, the motion will be denied by minute order. No appearance is necessary.

2.	16-21303-D-13 RDG-1	JOHN/SHERRY SCHWALL	CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 4-25-16 [19]
3.	16-22212-D-13 RDG-2	KATINA UMPIERRE	OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 6-2-16 [34]
4.	16-20826-D-13 TBC-1	MOHAMMED ALHAJI-HUSSAINI	MOTION TO CONFIRM PLAN 5-5-16 [40]

Tentative ruling:

This is the debtor's motion to confirm a chapter 13 plan. The trustee opposes the motion; the debtor has filed a reply. For the following reasons, the motion will be denied.

First, the debtor has failed to meet his burden of demonstrating that the plan is feasible. The debtor's business at the beginning of the case had no income. His Schedule I shows his spouse's income as the sole household income. Based on that income, the debtor projects on Schedule J the household's net disposable income will be $5,154 per month. However, his proposed plan payment is $8,400 per month. The debtor states in his declaration the balance of the plan payment will come from his business. As to that business, however, he has failed to demonstrate it is likely to have income sufficient to fund the plan.

According to the debtor's declaration, his business does solar and general engineering work in Africa. He states the business has been successful in the past, but that about two years ago, "political problems in the region put a stop to all work and the ability to move cash out of the country." (He does not indicate which

country.) He states that in the past several months, those problems have been corrected and the debtor is now able to move cash out of the country. He adds he has been liquidating equipment the business no longer needs, and has more equipment to sell. He also has several contracts that have been on hold the past couple of years, but he expects to begin work on them by the end of the summer. For these reasons, the debtor concludes, a profit and loss statement, which the trustee has requested, "would be of no help."

The court finds this testimony far too speculative and self-serving to support the conclusion that the plan is feasible. The problem is highlighted by statements the debtor made on his Schedules I in this and a prior case. On his Schedule I in this case, filed February 15, 2016, the debtor made these statements:

> Eagle Technologies International, LLC [the debtor's business] does not have an income in 2015. However, the LLC does have a couple pieces of equipments (truck and a borehole drilling rig) that has been placed on sale at $40,000. Currently, we are negotiating with a potential buyer that has offered $30,000 and hope to conclude on this as soon as possible. We intend to use this proceed to meet the first couple of months of the re-payment plan.
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> In addition, we are expecting a payment of $105,000 from a project that we completed in 2014 but was not paid by the client due to reduced revenue flow. However, the client has indicated improvement in its cash position and expect to make payment by the 1st quarter of 2016. We are confident in receiving this payment.
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> Also, we have submitted project proposal that has been accepted and was to be executed in Q4 of 2015 but pushed out to Q1 of 2016. I plan to travel to the client site in January to finalize the discussion. This will be about $350,000 in 2016.

These statements are speculative in and of themselves, but are even more so when compared with the very similar statements the debtor included on his Schedule I filed October 23, 2015 in a prior case. The statements in that case were almost verbatim the same as the ones in this case. The only difference of significance is that in the prior case, the third paragraph said the debtor expected to travel to the client's site in November to finalize the discussion, whereas in the present case, he says he expects to travel and finalize the discussion in January. Thus, the debtor's October 2015 projections about (1) concluding a sale of the truck and borehole drilling rig for at least $30,000; (2) receiving the $105,000 payment in the first quarter of 2016; and (3) finalizing in November the deal expected to produce $350,000 proved overly optimistic.

The debtor has given the court no reason to conclude the similar statements made on his Schedule I filed February 15, 2016 in this case are any more realistic. The debtor listed no executory contracts on his Schedule G, and there is no indication in his declaration supporting this motion that the $105,000 payment has been received or that the deal expected to produce $350,000 has been finalized. The debtor's statement that he expects to begin work on several contracts by the end of the summer is simply too speculative to support a conclusion that the plan is feasible. The court notes that the trustee had requested the debtor provide copies of his 2015 tax returns, as well as documentation of his spouse's income, but the debtor had failed to produce either. The trustee first noted the debtor's failure to produce those documents in his objection to confirmation of the debtor's original

plan, filed April 11, 2016. By the time the trustee filed his opposition to this motion, almost two months later, the trustee had still not received those documents. In his reply, the debtor states he has provided those documents to the trustee; thus, the court will hear from the trustee as to whether those documents support feasibility of the plan.

The debtor also states he has provided the trustee with a profit and loss statement for his business. However, as of May 5, 2016, when he filed his declaration supporting this motion, he believed a P & L would be of no help. And he has not provided a copy of the P & L to the court with his reply. His only evidence as to feasibility is the fact that he has made three plan payments on time. Given the earlier inconsistencies noted above and the debtor's failure to support the motion with any evidence as to the status of the $105,000 payment, the $350,000 deal, or the equipment sales, the court finds the fact the debtor has made three plan payments to be insufficient. The court assumes the debtor has completed no sales of equipment since the filing of this case because the debtor is not in the business of selling equipment and he has filed no motions to approve sales out of the ordinary course of business, as required by LBR 3015-1(i)(1)(D) and (E). It is significant that the debtor has not filed amended Schedules I and J; thus, so far as the record reveals at this time, he has no income.

Second, the debtor has failed to satisfy his burden of demonstrating that the plan has been filed in good faith. Specifically, the debtor has not been forthcoming in his statement of financial affairs filed in this case. Although the court has no reason to attribute that to an intent to deceive, a debtor seeking the protection and benefits of the Bankruptcy Code must comply with its duties and burdens as well. Here, where required in the statement of affairs to list his income from business and any other source during this year or the prior two years, the debtor listed only his income in 2016, although he had listed some income in 2014 and 2015 on his statement of affairs in the prior case. (The 2014 and 2015 income listed in the prior case was solely from the "repayment of personal loans" and the "sale of unused assets." The debtor listed no income from the operation of his business in 2013, 2014, or 2015.)

On his statement of affairs in the present case, the debtor listed his income in 2016 as $15,000 from his business and $22,500 from the sale of assets, but where asked whether, within two years prior to the filing of the case, he has sold, traded, or otherwise transferred any property other than in the ordinary course of business, he answered "No." To the extent the debtor believes his listing of $22,500 from the "sale of assets" was sufficient, the court notes that the question about transfers requires the disclosure of details – the name, address, and relationship to the debtor of the persons who received the transfers, a description and value of the property transferred, the dates of the transfers, and a description of the property or payments received in exchange. The debtor provided none of this information for his "sale of assets" except the $22,500 figure.

For the reasons stated, the court concludes that the debtor has failed to satisfy his burden of demonstrating that the plan is feasible and that it has been proposed in good faith, and therefore, the court intends to deny the motion. The court will hear the matter.

5. 15-25828-D-13 FRED NEELEMAN — MOTION TO MODIFY PLAN
PK-2 — 5-10-16 [45]

Final ruling:

This is the debtor's motion to confirm a modified chapter 13 plan. The motion will be denied for the following reasons. First, the notice of hearing does not state the location of the courthouse, as required by LBR 9014-1(d)(3). Second, the moving party failed to serve (1) Pension Income LLC, listed on his Schedule D, and (2) several creditors listed on his Schedule F; thus, he failed to serve all creditors, as required by Fed. R. Bankr. P. 2002(b). The moving party used what appears to be a PACER matrix for service of the motion. However, it has apparently been customized in some way because it is not the PACER matrix the court gets when it pulls the master mailing list on the court's website. The matrix used by the moving party excludes several of the creditors on the matrix found by the court and on the debtor's Schedule F. The court has attempted to determine whether certain of these omitted creditors have filed proofs of claim, such that their addresses on the proofs of claim supersede their addresses on the schedule, per Fed. R. Bankr. P. 2002(g). However, the court is unable to make a complete comparison, at least in part because the debtor failed to list any account numbers on his schedules. In short, however, it is clear there are at least several creditors listed on the schedules who have not filed proofs of claim and who were not served.

As a result of these service defects, the motion will be denied by minute order. No appearance is necessary.

6. 16-22336-D-13 LARRY/MICHELLE OLIVAN — OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER
RDG-1 — 6-2-16 [18]

7. 16-22638-D-13 LOLITA WALKER — MOTION TO VALUE COLLATERAL OF BANK OF AMERICA, N.A.
SLH-1 — 5-24-16 [19]

Final ruling:

The matter is resolved without oral argument. This is the debtor's motion to value the secured claim of Bank of America, N.A. at $0.00, pursuant to § 506(a) of the Bankruptcy Code. The creditor's claim is secured by a junior deed of trust on the debtor's residence and the amount owed on the senior encumbrance exceeds the value of the real property. No timely opposition has been filed and the relief requested in the motion is supported by the record. As such, the court will grant the motion and set the amount of Bank of America, N.A.'s secured claim at $0.00 by minute order. No further relief will be afforded. No appearance is necessary.

8. 16-22638-D-13 SLH-2 — LOLITA WALKER — MOTION TO VALUE COLLATERAL OF CAMBRIDGE PLACE OWNERS ASSOCIATION 5-24-16 [22]

Final ruling:

This is the debtor's motion to value collateral of Cambridge Place Owners Association (the "Association"). The motion will be denied because the moving party failed to serve the Association in strict compliance with Fed. R. Bankr. P. 7004(b)(3), as required by Fed. R. Bankr. P. 9014(b). The moving party served the Association by certified mail to the attention of ATC Assessment Collection Group. This was insufficient for two reasons. First, a corporation, partnership, or other unincorporated association that is not an FDIC-insured institution, such as the Association, must be served by first-class mail, not certified mail. See preamble to Fed. R. Bankr. P. 7004(b) and 7004(b)(3). Second, such a corporation, partnership, or other unincorporated association must be served to the attention of an officer, managing or general agent, or agent for service of process, whereas there is no evidence or indication that ATC Assessment Collection Group functions in any of those capacities for the Association. According to the California Secretary of State's website, ATC is not the Association's registered agent for service of process.

As a result of this service defect, the motion will be denied by minute order. No appearance is necessary.

9. 16-21941-D-13 ETW-1 — DOLAN PARKER — OBJECTION TO CONFIRMATION OF PLAN BY REGENT FINANCIAL, LLC 5-9-16 [25]

Final ruling:

This is the objection of Regent Financial, LLC ("Regent"), to confirmation of the debtor's original chapter 13 plan. The objection will be overruled as unnecessary.

The debtor filed his original chapter 13 plan on April 27, 2016, 29 days after the date he filed his petition. Under the court's local rule, the procedure for obtaining confirmation of a plan without filing a motion to confirm it applies only where the debtor files his or her original plan within 14 days of the filing of the petition. LBR 3015-1(c)(1). Here, the debtor did not do that. Thus, he may not obtain confirmation of the original plan without filing and serving a motion to confirm the plan and noticing it for hearing. LBR 3015-1(c)(3) and (d)(1). If and when the debtor files a motion to confirm the plan, Regent will have an opportunity to oppose the motion in accordance with applicable rules.

Because the debtor's plan was not filed within 14 days from the filing of the petition, he must file a motion to confirm the plan before a duty will be triggered for creditors to file opposition. As a result, Regent's objection to confirmation of the plan is not necessary. The objection will be overruled as unnecessary by minute order. No appearance is necessary.

10. 16-21941-D-13 RDG-1 — DOLAN PARKER — OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS 5-23-16 [30]

Final ruling:

This is the trustee's objection to the debtor's claim of exemptions. The basis of the objection is that the debtor failed to file a spousal waiver to allow him to use the exemptions provided by Cal. Code Civ. Proc. § 703.140(b). On May 25, 2016, the debtor filed a spousal waiver in the correct form that appears to be signed by the debtor and his spouse. As a result of the filing of the spousal waiver, the objection is moot. The objection will be overruled as moot by minute order. No appearance is necessary.

11. 12-34856-D-13 JCK-2 — JEREMIAS/ELIZABETH RIPOYLA — MOTION TO MODIFY PLAN 5-16-16 [30]

12. 15-27458-D-13 RJM-1 — JEROME BEARDEN — OBJECTION TO CLAIM OF OAK HARBOR CAPITAL XI, LLC AND LOANME RECEIVABLES, CLAIM NUMBER 7 5-3-16 [50]

Tentative ruling:

This is the debtor's objection to the claim of Oak Harbor Capital XI, LLC ("Oak Harbor"), as amended by LoanMe Receivables by way of an amended claim, Claim No. 7. The debtor also seeks (1) an order precluding Oak Harbor and LoanMe Receivables from submitting any documentation in support of their claims; and (2) an award of $1,800 in attorney's fees. Loan Me, Inc. has filed opposition. The objection will be overruled because Loan Me, Inc. has proven the validity of its claim by a preponderance of the evidence. The debtor's additional requests will be denied.

Some background is in order. Oak Harbor filed the original proof of claim, Claim No. 7. Three months later, LoanMe Receivables filed a proof claim that expressly stated it amends the claim already on file as Claim No. 7. With a single exception, the original and amended proofs of claim are identical – down to the address (c/o Weinstein & Riley, PS), phone number, email address, name of the individual who signed them, account number, and amount. The only difference between them is that the original proof of claim names the creditor as Oak Harbor and the amended one as LoanMe Receivables (misspelled as LoanMe Recievables).

As the debtor points out in his objection, he did not list Oak Harbor or LoanMe Receivables on his schedules. He did list "Loanme Inc." as a general unsecured creditor being owed the same amount as the amount listed on the original and amended proofs of claim. (The debtor scheduled the amount as $3,095.00; the amount on the proofs of claim is $3,095.06.) The debtor scheduled the debt by the same account number that is listed on both proofs of claim. He did not schedule the debt as contingent, unliquidated, or disputed. That is, the debtor admits he owes an entity he called Loanme Inc. the sum of $3,095.

The debtor makes two arguments: (1) that neither claim is supported by sufficient documentation; and (2) because the Account Summary attached to the original and amended proofs of claim both list "LoanMe" as the entity from which the creditor purchased the account, the two proofs of claim "when reviewed together, are non-sensical and do not contain adequate evidence that the claims are enforceable against the Debtor." Debtor's Obj., DN 50, at 2:21-22. The latter argument is more clearly stated later in the objection: first, Oak Harbor's original claim included no evidence proving it had obtained the claim from LoanMe, and second, LoanMe Receivables' amended claim included no evidence proving it had obtained the claim from LoanMe, which in any event, it could not prove because according to Oak Harbor's original claim, LoanMe had already transferred the claim to Oak Harbor. In the debtor's view, he "states the obvious: LoanMe can't transfer the same claim to two distinct entities." Id. at 3:17. Thus, the creditors "have not demonstrated their ownership of the original LoanMe obligation, and the face of the two proofs of claim contain contradictory information regarding the creditors' purported acquisition of the claim." Id. at 3:18-20.

The answer is quite simple. Loan Me, Inc. states that Oak Harbor was mistakenly listed as the creditor on the original proof of claim. When Weinstein & Riley, PS, became aware of its error, it filed the amended proof of claim. The original proof of claim, which was timely filed, sufficiently identified the claim to allow the debtor to recognize it – it listed the same account number and virtually the same amount as the debtor listed on his Schedule F, and it identified LoanMe as the original holder of the claim. The original claim stated an explicit demand showing the nature and amount of the claim, and evidenced an intent to hold the debtor liable. Thus, it was sufficient to constitute an amendable proof of claim. See In re Sambo's Restaurants, Inc., 754 F.2d 811, 815 (9th Cir. 1985).

In fact, Loan Me, Inc. has now filed a further amended proof of claim that lists the creditor's name as "LoanMe, Inc." and includes as attachments copies of a Promissory Note and Disclosure Statement and a Loan Transaction History. The debtor, citing Fed. R. Bankr. P. 3001(c)(1) and (c)(2)(D), asks the court to preclude Loan Me, Inc. from submitting any documentation. Rule 3001(c)(1) requires a creditor filing a proof of claim for a claim based on a writing to attach a copy of the writing. Rule 3001(c)(2)(D) provides that, in the case of an individual debtor, the court may (1) preclude a creditor who has failed to attach the required writing from presenting the omitted information unless the court determines the failure was substantially justified or harmless; and (2) award reasonable costs and attorney's fees. The debtor contends Oak Harbor's and LoanMe Receivables' failure to attach documentation was not justified, nor was their presentation of contradictory claims – "claims that purport to have been obtained from the same original creditor." Obj. at 5:5-6. The failure, the debtor claims, was not harmless: "The Debtor is left guessing as to how these two entities, with whom the Debtor has no formal relationship, have presented claims in his bankruptcy case." Id. at 5: 6-8.

The court disagrees. "In the absence of prejudice to an opposing party, the bankruptcy courts, as courts of equity, should freely allow amendments to proofs of claim that relate back to the filing date of the informal claim when the purpose is to cure a defect in the claim as filed or to describe the claim with greater particularity." Sambo's Restaurants, 754 F.2d at 817-18. Further, the absence of documentation in a proof of claim is not a basis for disallowing the claim or for depriving the creditor of the opportunity to provide the documentation.

> **When a creditor files a proof of claim, that claim is deemed allowed under Sections 501 and 502(a). A proof of claim that lacks the documentation required by Rule 3001(c) does not qualify for the evidentiary benefit of Rule 3001(f) – it is not prima facie evidence of the validity and amount of the claim – but that by itself is not a basis to disallow the claim. Section 502(b) sets forth the exclusive grounds for disallowance of claims, and Debtors have introduced no evidence or arguments to establish any of those grounds.**

Heath v. American Express Travel Related Servs. Co. (In re Heath), 331 B.R. 424, 426 (9th Cir. BAP 2005).

To conclude, the court disagrees with the debtor's conclusion that "[he] should not be required to untangle the web of these confusing transfers in order to determine the validity of these two alleged claims." Obj. at 5:20-21. In the court's view, the notion that the first claim mistakenly listed the wrong creditor might reasonably have been inferred by the debtor or his counsel, and a simple telephone call would likely have confirmed that fact. Both claims were filed by the same law firm; thus, a single phone call should have been sufficient. Yet Loan Me, Inc. states the debtor never contacted it for an explanation or documentation. This is not a situation where a mortgage creditor will still be owed an outstanding balance once the debtor's plan is completed. Here, the debtor's debt to "Loanme," as he scheduled it, will be discharged when his plan is completed. LoanMe Receivables' proof of claim clearly stated that it amended the original proof of claim. The debtor would have been within his rights to rely on that amended claim as the correct one. Any further concern should have been addressed informally, with court intervention sought only if it became necessary.

For the reasons stated, the objection will be overruled, and the debtor's request to preclude Loan Me, Inc. from submitting documentation and his request for an award of attorney's fees will be denied. The debtor's attorney having opted in to a fixed fee, as provided in LBR 2016-1(c), which was paid in full prior to the filing of the case, shall not charge the debtor additional fees for this objection absent court approval on a subsequent application. The court will hear the matter.

13.	16-22262-D-13 RDG-2	DIEGO HERRA	OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 6-2-16 [17]

14. 16-22368-D-13 JAIME/HELEN GRACE AREVALO — OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER
RDG-1 — 6-2-16 [12]

Tentative ruling:

This is the trustee's objection to confirmation of the debtors' proposed chapter 13 plan. The debtors have filed a reply. For the following reasons, the court intends to sustain the objection.

The trustee believes, based on their 2015 tax returns, that the debtors are overwithholding by $594 per month, and thus, are not paying all available income into the plan. The debtors believe the trustee is wrong. They begin with the statement that their Schedule I shows monthly tax liability (that is, tax withholdings) of $1,054, which is 15.3% of what the debtors claim is their monthly income, $6,888. The debtors' Schedule I shows their total monthly income as $5,521, not $6,888. The debtors move on to the proposition that in 2015, they owed $7,299 in federal income tax and $3,216 in state income tax, for a total of $10,515, against total taxable income of $132,593. The debtors' statement of financial affairs lists their total gross income in 2015 as $69,057, not $132,593. (It also lists their total gross income in 2014 as $1,024,910, whereas there is nothing in the schedules or statement of affairs to indicate where income of this magnitude might have come from. According to the debtors' Schedule I, debtor Jaime Arevalo has been employed by Amtrak as an electrician for 12 years; joint debtor Helen Arevelo is unemployed – her only income is pension income; and according to their statement of affairs, neither has been involved as an owner of a business in the past four years.)

Finally, the debtors state their current projected income tax is about $3,300 less than their income tax liability for 2015, which would mean their expected income tax this year would be about $7,215 [$10,515 - $3,300]. This would equate to $601 per month, which is roughly the amount they assert is currently being withheld. (They state that of the $1,054 per month in withholdings listed on Schedule I, about $446 goes to social security and Medicare deductions and $608 to income tax.) However, again, the debtors' total gross income as stated on their Schedule I is $5,521, not $6,888. The total of the tax withholdings, $1,054, is 19% of that amount, which appears excessive.

For the reasons stated, the debtors have failed to satisfactorily address the trustee's concern. In addition, if the figures in the debtors' reply to the trustee's objection are accurate, their schedules and statement of affairs are not. A debtor has a duty of careful, complete, and accurate reporting in his or her schedules filed in the case. See Hickman v. Hana (In re Hickman), 384 B.R. 832, 841 (9th Cir. BAP 2008), citing Diamond Z Trailer, Inc. v. JZ L.L.C. (In re JZ L.L.C.), 371 B.R. 412, 417 (9th Cir. BAP 2007). Based on the apparent inaccuracies in their schedules and statement of affairs, which are significant in amount, the court concludes the debtors have failed to meet their burden of demonstrating that the filing of their petition was in good faith and that their plan has been proposed in good faith. The court will hear the matter.

15. 15-28869-D-13 JOSE/ARACELY RAMIREZ MOTION TO CONFIRM PLAN
TOG-3 4-16-16 [41]

16. 16-22269-D-13 MIGUEL BERROJALBIZ MOTION TO VALUE COLLATERAL OF
DVD-2 URIARITE CLC CONSUMER SERVICES CO
5-16-16 [19]

Final ruling:

This is the debtor's motion to value collateral of CLC Consumer Services Co ("CLC"). The motion will be denied because the moving party failed to serve CLC in strict compliance with Fed. R. Bankr. P. 7004(b)(3), as required by Fed. R. Bankr. P. 9014(b). The moving party served CLC (1) by certified mail to the attention of an officer; and (2) by first class mail at two different street addresses with no attention line. The first method was insufficient because service on a corporation, partnership, or other unincorporated association that is not an FDIC-insured institution, such as CLC, must be by first-class mail, not certified mail. See preamble to Fed. R. Bankr. P. 7004(b) and 7004(b)(3). The second method was insufficient because service on a corporation, partnership, or other unincorporated association must be to the attention of an officer, managing or general agent, or agent for service of process, whereas here, there was no attention line.

As a result of this service defect, the motion will be denied by minute order. No appearance is necessary.

17. 16-22269-D-13 MIGUEL BERROJALBIZ MOTION TO VALUE COLLATERAL OF
DVD-3 URIARITE CLC CONSUMER SERVICES CO
5-16-16 [23]

Final ruling:

This is the debtor's motion to value collateral of CLC Consumer Services Co ("CLC"). The motion will be denied because the moving party failed to serve CLC in strict compliance with Fed. R. Bankr. P. 7004(b)(3), as required by Fed. R. Bankr. P. 9014(b). The moving party served CLC (1) by certified mail to the attention of an officer; and (2) by first class mail at two different street addresses with no attention line. The first method was insufficient because service on a corporation, partnership, or other unincorporated association that is not an FDIC-insured institution, such as CLC, must be by first-class mail, not certified mail. See preamble to Fed. R. Bankr. P. 7004(b) and 7004(b)(3). The second method was insufficient because service on a corporation, partnership, or other unincorporated association must be to the attention of an officer, managing or general agent, or agent for service of process, whereas here, there was no attention line.

As a result of this service defect, the motion will be denied by minute order. No appearance is necessary.

18. 16-22269-D-13 RDG-1 — MIGUEL BERROJALBIZ URIARITE — OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 6-2-16 [27]

19. 15-23574-D-13 TAG-4 — LONEY/MARY TURPIN — MOTION TO MODIFY PLAN 5-6-16 [88]

20. 15-26176-D-13 — CARLTON RANDLE AND CATHERINE DENOS — ORDER TO SHOW CAUSE 6-1-16 [58]

21. 12-30684-D-13 LRR-3 — DANIEL RODRIGUEZ — MOTION TO MODIFY PLAN 5-12-16 [49]

Final ruling:

This is the debtor's motion to confirm a modified chapter 13 plan. The motion will be denied because (1) neither the debtor nor the debtor's attorney signed the plan; and (2) the debtor failed to serve the present holder of Claim No. 5 at the address on its Transfer of Claim Other Than for Security, filed more than two years ago (see DN 33) (which is also its address on the court's claims register). This claimant is the holder of the second deed of trust on the debtor's residence; the debtor has obtained an order valuing the secured portion of the claim at $0. Thus, this claimant holds by far the largest general unsecured claim in the case.

For the reasons stated, the motion will be denied by minute order. No appearance is necessary.

22. 16-22393-D-13 GSJ-1 — BRANDON/MONIQUE JAMORA — MOTION TO CONFIRM PLAN 5-26-16 [22]

Final ruling:

This is the debtors' motion to confirm their original chapter 13 plan. The motion will be denied for the following reasons: (1) the moving parties gave only 33 days' notice of the hearing rather than 42 days', as required by LBR 3015-1(d)(1) and applicable rules; and (2) the moving parties failed to serve the creditors filing Claim Nos. 1 and 2 at the addresses on their proofs of claim, as required by LBR 2002(g). (The creditor filing claim No. 1 was served at an address in "Stockton, Alabama," whereas the address is in Stockton, California.) The court also questions the sufficiency of the debtors' address for Loancare Servicing Center, listed on Schedule D as the holder of the debtors' mortgage and the largest claim in the case: "Loancare Servicing Ctr, Interstate Corporate Center, Norfolk, VA 23502." If the debtors continue to use this address, they should be prepared to confirm that no street address is needed.

As a result of these service and notice defects, the motion will be denied by minute order. No appearance is necessary.

23. 16-22393-D-13 GSJ-2 — BRANDON/MONIQUE JAMORA — MOTION TO VALUE COLLATERAL OF CENTRAL STATE CREDIT UNION, INC. 5-26-16 [17]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. As such the court will grant the motion and, for purposes of this motion only, sets the creditor's secured claim in the amount set forth in the motion. Moving party is to submit an order which provides that the creditor's secured claim is in the amount set forth in the motion. No further relief is being afforded. No appearance is necessary.

24. 16-22393-D-13 RDG-2 — BRANDON/MONIQUE JAMORA — OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 6-2-16 [29]

25. 16-22897-D-13 HWW-2 — CRISANTO/EVELYN ACOSTA — MOTION TO VALUE COLLATERAL OF CENTRAL STATE CREDIT UNION 5-30-16 [21]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. As such the court will grant the motion and, for purposes of this motion only, sets the creditor's secured claim in the amount set forth in the motion. Moving party is to submit an order which provides that the creditor's secured claim is in the amount set forth in the motion. No further relief is being afforded. No appearance is necessary.

26. 16-21606-D-13 RDG-1 — DIEGA RAMIREZ-REVIER — CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 5-9-16 [13]

Final ruling:

Objection withdrawn by moving party. Matter removed from calendar.

27. 11-21024-D-13 CJY-1 — EDWARD/TANIA CHAVEZ — MOTION TO VALUE COLLATERAL OF FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA 6-3-16 [52]

28. 16-21825-D-13 RDG-1 — JUAN/NADINE MORGA — CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 5-23-16 [27]

29. 16-21825-D-13 JUAN/NADINE MORGA — MOTION TO SELL FREE AND CLEAR OF LIENS
CLH-2 — 6-7-16 [36]

Tentative ruling:

This is the debtors' motion to sell real property. The notice of hearing the motion is made pursuant to LBR 9014-1(f)(2), and ordinarily, the court would entertain opposition, if any, at the hearing. However, the proof of service evidences service of the motion, declaration, and exhibit only, and not the notice of hearing. The court will entertain a request to continue the hearing.

30. 16-21825-D-13 JUAN/NADINE MORGA — CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY BBCN BANK
JAR-1 — 5-25-16 [30]

31. 11-27446-D-13 JOSE/JUANA LARES — MOTION TO VALUE COLLATERAL OF HSBC MORTGAGE SERVICES, INC.
CJY-1 — 6-3-16 [49]

32. 16-23647-D-13 GINA CRONIN — MOTION TO EXTEND AUTOMATIC STAY
DCJ-1 — 6-14-16 [9]

33.	11-26564-D-13 CJY-1	ELIGORIO/MARIA GUTIERREZ	MOTION TO VALUE COLLATERAL OF WELLS FARGO BANK 6-3-16 [46]
34.	16-23684-D-13 DCJ-1	JESUS/TERESA LOPEZ	MOTION TO EXTEND AUTOMATIC STAY 6-14-16 [9]