

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Modesto, California

November 10, 2014 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.

1.	14-90902-D-13	RICHARD AZIZ	MOTION TO CONFIRM PLAN
	BSH-1		9-24-14 [38]

2.	14-90902-D-13	RICHARD AZIZ	MOTION TO AVOID LIEN OF VALLEY
	BSH-2		FIRST CREDIT UNION
			10-13-14 [53]

Tentative ruling:

This is the debtor's motion to avoid a judicial lien held by Valley First Credit Union (the "Credit Union"). The Credit Union has filed opposition. For the following reasons, the motion will be denied.

The debtor contends the Credit Union's lien impairs his exemption to a certain extent, but acknowledges that the lien does not impair the exemption to the extent of the total amount of the lien. The debtor's calculations, however, are incorrect because they are based not on the amount of the exemption the debtor has actually claimed, but on the amount he arguably could claim. Utilizing the amount of the exemption the debtor actually claimed, and if the debtor's valuation of the property were correct, the court would conclude that the lien impairs the exemption to a certain extent - to a lesser extent than the amount asserted by the debtor. Thus, if the debtor's valuation were correct, the court would grant the motion in part and avoid the lien in part.

The Credit Union's response is two-fold. First, the Credit Union claims that, even using the debtor's valuation, there is equity in the property sufficient to secure a portion of the judicial lien, and thus, that the debtor cannot avoid any portion of the lien. For this proposition, however, the Credit Union cites case law applicable to motions to value collateral pursuant to § 506(a) of the Bankruptcy Code, not motions to avoid judicial liens pursuant to § 522(f). The Credit Union cites no authority for the proposition that a judicial lien cannot be avoided in part, and the court is aware of none.

Second, the Credit Union has filed the declaration of Philip F. Schmidt, a licensed real estate broker who has been a realtor since 1974. Mr. Schmidt testifies that he conducted what he calls a "curb side" review of the property and reviewed comparable sales on MetroList Services. He concludes that the value of the property was between \$225,000 and \$240,000 on the date of filing of this case, depending on the condition of the interior of the residence. If the value of the property was \$225,000 or higher, there is sufficient equity in the property over and above the amount owed on the deed of trust and the amount of the debtor's claim of exemption to secure the full amount of the Credit Union's lien.¹

Mr. Schmidt has not conducted a full appraisal of the property, and in fact, has not inspected the interior of the residence. Nevertheless, he testifies he has sold numerous homes in Turlock and is very familiar with the area. He has examined the characteristics and sales prices of several properties in the area he considers to be comparable to the debtor's property, and although he has not made specific adjustments to those comparables, as an appraiser would, the court nevertheless gives greater weight to Mr. Schmidt's opinion than to the debtor's. Mr. Schmidt has nearly 40 years of experience in the real estate industry, whereas the debtor has been a deputy sheriff for 11 years. In support of his valuation, the debtor's testimony was limited to the following: "In my amended schedule A, I listed the value of my real property as \$218,300. This value is based on my opinion. I reaffirm the value of my real property as stated in my first amended schedules." Debtor's Decl., filed Oct. 13, 2014, at 1:23-2:2.

Because the court gives greater weight to Mr. Schmidt's opinion than to the debtor's, the court concludes the value of the property was at least \$225,000 at the time of filing. Given that value, the Credit Union's judicial lien does not impair the debtor's exemption, and the motion will be denied.

The court will hear the matter.

¹ The Credit Union's judicial lien is in the amount of \$7,531. The debtor scheduled a deed of trust against the property on which \$141,168 is owed, and claimed an exemption of \$73,832 in the property. Applying the formula set forth in

§ 522(f)(2)(A), the total of the judicial lien, \$7,531, the amount owed on the deed of trust, \$141,168, and the amount of the debtor's exemption, \$73,832, is \$222,531. A judicial lien is considered to impair an exemption only to the extent that this total amount exceeds the value the debtor's interest in the property would have in the absence of any liens; in this case, if Mr. Schmidt's valuation is correct, that value is at least \$225,000. At that value, the total of the judicial lien, the mortgage lien, and the exemption does not exceed the value of the property; thus, the judicial lien does not impair the exemption at all

3. 09-92505-D-13 ROBERT/DEBORAH KOSIER MOTION TO VALUE COLLATERAL OF
CJY-1 ALLY BANK
10-7-14 [80]

4. 13-90205-D-13 MATTHEW/JOSIELYNN CRUDO MOTION TO APPROVE LOAN
PGM-6 MODIFICATION
10-13-14 [137]

Final ruling:

This is the debtors' motion for approval of a loan modification. The trustee has filed opposition, and the debtors have filed a reply. The motion will be denied for the following reasons. First, the proposed modification would yield savings to the debtors of \$1,060 per month, yet they served the motion only on the trustee, the United States Trustee, the secured creditor whose loan is the subject of the modification, and two other creditors, and failed to serve the many other creditors in this case.

Second, as the trustee points out, the debtors have filed amended Schedules I and J on which they show their household expenses as higher by significant amounts and their income as much higher, yet, they offered no explanation as to any of these changes. The trustee contends the motion has not been presented in good faith, and the court finds the debtors have failed to demonstrate that the motion is offered in good faith. The trustee points out that the loan modification would save the debtors \$1,060 per month, and also that the debtors have enjoyed an increase of \$2,397 per month in the gross income, but proposed to share neither of those benefits with their creditors. In their reply, the debtors acknowledge the savings of \$1,060 from the loan modification, but "would only note that the home maintenance has been deferred, the children are now users of telecommunication devices, and that the Debtor wife's employment has required increased driving in the performance of her job." Reply, at 1:24-27. The debtors propose, solely as a means of placating the trustee, to increase their plan payment by \$500 per month, which they claim, will be going primarily to their student loan creditors, who comprise 75% of the claims filed in this case, and who, as the debtors note, they will have to pay anyway.

The reply is a case of "too little, too late." First, it is unsupported by admissible evidence. Second, it is highly unlikely the increased expenses the debtors refer to, even when combined with "the overall cost-of-living increases" they also mention, offset all but \$500 of the almost \$3,500 per month in benefits to the debtors from loan modification and the increases in their income. Further, ¶ the debtors have earlier filed at least three plans in this case as to all of which the trustee objected and the court concluded that the debtors had failed to demonstrate good faith. See DNs 43, 88, 107. The court finds the debtors' failure to explain the dramatic changes to both their income and their expenses in connection with this motion, together with their initial failure to offer to share any portion of the beneficial changes in their financial circumstances with their creditors and their subsequent offer to share only a small portion, is another instance of failure to demonstrate good faith in the prosecution of the case.

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

5. 14-91205-D-13 DAVID MCMAHON MOTION TO VALUE COLLATERAL OF
JMW-1 WELLS FARGO BANK, N.A.
10-14-14 [16]
6. 14-91206-D-13 NICHOLIS CROWE MOTION TO VALUE COLLATERAL OF
JMW-1 WELLS FARGO BANK, N.A.
10-14-14 [19]
7. 12-90415-D-13 CYNTHIA CONTI OBJECTION TO NOTICE OF MORTGAGE
CJY-1 PAYMENT CHANGE
10-3-14 [30]

Tentative ruling:

This is the objection of the debtor, Cynthia Ann Conti, to a Notice of Mortgage Payment Change filed by Nationstar Mortgage, LLC ("Nationstar") on August 26, 2014 (the "Notice"). The Notice is the latest in a series of such notices filed by Nationstar in this case. Nationstar has not filed opposition to the objection.

Attached to the Notice is a completed form addressed to Erika J. Yost, 2669 Atherton Court, Tracy, CA 95304, showing changes to the interest rate on "your" adjustable rate mortgage, along with changes to the monthly payment amount. Thus, the Notice appears to concern a mortgage on which Erika J. Yost is the mortgagor. The debtor testifies in support of the objection that she does not own or have any interest in the Atherton Court property, and never has had, that she has never heard of Erika J. Yost, that Nationstar has produced a copy of a grant deed showing that Erika J. Yost and Arthur R. Yost granted the Atherton Court home to Cynthia Ann Conti on November 1, 2011, that the debtor has not met and does not know Erika J. Yost or Arthur R. Yost, and has no involvement with the Atherton Court property.¹ The debtor adds: "I did not agree to accept said property and reject any transfer of the property to me and surrender any interest thereto." Decl., filed Oct. 3, 2014, at 2:1-2. Thus, the debtor asks that Nationstar stop filing notices of mortgage payment change in her case, "that the transfer be deemed void and that [she] be absolved of any charges or fees due to Nationstar Mortgage, LLC as a result of this loan." Id. at 2:4-5. The objection itself adds that the debtor requests that Nationstar's claim be disallowed in full, and that Nationstar stop attempting to collect on this property from the debtor.

It appears to the court that this is a case of two individuals named Cynthia Ann Conti, although the court cannot be sure. In any event, an order deeming the transfer represented by the grant deed void could well wreak havoc in the chain of title to the property. Further, if the grantee of the property is another Cynthia Ann Conti, then debtor Cynthia Ann Conti already owes no charges or fees to Nationstar in connection with any loan on the property, and there is no basis on which to "absolve" her of any such charges or fees. As for the debtor's request for disallowance of Nationstar's claim, Nationstar has not filed a claim in this case, and the debtor has provided no authority for the proposition that a Notice of Mortgage Payment Change constitutes a proof of claim that is subject to disallowance. The request that Nationstar "stop attempting to collect on this property from the debtor" sounds like a request for injunctive relief, which can be sought only by way of an adversary proceeding. Fed. R. Bankr. P. 7001(7). Finally, the debtor's requests that the transfer be deemed void and that the debtor be "absolved" of any charges and fees due Nationstar on account of the loan on the property appear to be requests for declaratory relief or to determine the validity or extent of a lien or other interest in property, which can be sought only by way of an adversary proceeding. Fed. R. Bankr. P. 7001(2).

For the reasons stated, the court intends to overrule the objection. The court will hear the matter.

¹ The debtor has filed as an exhibit a copy of a recorded Grant Deed purporting to evidence such a transfer. The grantee is named as Cynthia Ann Conti, an unmarried woman.

8. 11-90624-D-13 MAURICIO GOMEZ MOTION FOR RELIEF FROM
RCO-1 AUTOMATIC STAY AND/OR MOTION
BANK OF AMERICA, N.A. VS. FOR RELIEF FROM CO-DEBTOR STAY
10-9-14 [63]

Final ruling:

This matter is resolved without oral argument. This is Bank of America, N.A.'s motion for relief from automatic stay. The court records indicate that no timely opposition has been filed. The motion along with the supporting pleadings demonstrate that there is no equity in the subject property and the moving party's interest in the property is not adequately protected. Accordingly, the court finds there is cause for granting relief from stay. The court will grant relief from stay as to the debtor and as to any co-debtor by minute order. There will be no further relief afforded. No appearance is necessary.

9. 14-90628-D-13 DAVID/KARYN GARCIA OBJECTION TO CLAIM OF PORTFOLIO
SSA-3 RECOVERY ASSOCIATES, LLC, CLAIM
NUMBER 17
10-8-14 [54]

10. 14-90628-D-13 DAVID/KARYN GARCIA OBJECTION TO CLAIM OF AL'S
SSA-4 CERTIFIED SAFE & LOCK, CLAIM
NUMBER 10
10-8-14 [59]

11. 14-90628-D-13 DAVID/KARYN GARCIA OBJECTION TO CLAIM OF LVNV
SSA-5 FUNDING, LLC, CLAIM NUMBER 16
10-8-14 [64]

12. 10-93231-D-13 MANUEL SENTEIO AND MOTION TO VALUE COLLATERAL OF
HLG-2 KIMBERLY ROWELL JPMORGAN CHASE BANK, N.A.
10-1-14 [43]

Final ruling:

The matter is resolved without oral argument. This is the debtors' motion to value the secured claim of JPMorgan Chase Bank, 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 debtors' 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 JPMorgan Chase Bank, N.A.'s secured claim at \$0.00 by minute order. No further relief will be afforded. No appearance is necessary.

13. 11-90732-D-13 CARLOS/RUBY TAGRE MOTION TO MODIFY PLAN
MLP-5 10-2-14 [66]

14. 11-92732-D-13 DAVID/RAMI JACKSON MOTION TO VALUE COLLATERAL OF
CJY-4 BANK OF AMERICA, N.A.
10-16-14 [129]

Final ruling:

This is the debtors' motion to value collateral of Bank of America (the "Bank"). The motion will be denied because the moving parties failed to serve the Bank in strict compliance with Fed. R. Bankr. P. 7004(h), subd. (1), as required by Fed. R. Bankr. P. 9014(b). The moving parties served the Bank by certified mail to the attention of an officer, and also served two of the four creditors who have filed requests for special notice in this case at their designated addresses. However, the moving parties failed to serve the Bank through the attorneys who filed a request for special notice on behalf of the Bank, at DN 18. Thus, the moving parties failed to comply with Fed. R. Bankr. P. 7004(h), subd. (1).

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

15. 14-91043-D-13 COLLEEN MENDOZA
CJY-1

CONTINUED MOTION TO VALUE
COLLATERAL OF PNC BANK, N.A.
8-7-14 [9]

Final ruling:

The matter is resolved without oral argument. This is the debtor's motion to value the secured claim of PNC Bank at \$0.00, pursuant to § 506(a) of the Bankruptcy Code. Partners for Payment Relief DE II, LLC, as current holder of the claim, filed opposition, and the hearing was continued to allow for the filing of supplemental evidence. Partners for Payment Relief DE II, LLC, has since withdrawn its opposition. Thus, the court finds as follows. 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. The only opposition to the motion has been withdrawn, 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 PNC Bank/Partners for Payment Relief DE II, LLC's secured claim at \$0.00 by minute order. No further relief will be afforded. No appearance is necessary.

16. 14-91145-D-13 MARTHA KOPIEJ
RDG-2

OBJECTION TO DEBTOR'S CLAIM OF
EXEMPTIONS
10-3-14 [49]

Final ruling:

This is the trustee's objection to the debtor's claim of exemptions. The objection was brought on the ground that the debtor had failed to file a spousal waiver to permit her to utilize the exemptions provided by Cal. Code Civ. Proc. § 703.140(b). On November 5, 2014, the debtor filed a fully-executed spousal waiver. As a result of the filing of the spousal waiver, the trustee's objection is moot. The objection will be overruled as moot by minute order. No appearance is required.

17. 09-93154-D-13 BRAD/SUSAN LASH
CWC-4

CONTINUED OBJECTION TO CLAIM OF
JP MORGAN CHASE BANK, N.A.,
CLAIM NUMBER 13-1
8-15-14 [124]

18. 13-92154-D-13 ENRIQUE/ROSA MORAN
MLP-4

OBJECTION TO CLAIM OF BANK OF
AMERICA, N.A., CLAIM NUMBER 4
9-22-14 [32]

Tentative ruling:

This is the debtors' objection to the arrearage portion of the claim of Bank of America (the "Bank"), Claim No. 4. An attachment to the proof of claim itemizes the arrearage portion as attorney's fees, advertisement costs, recording fees, an escrow shortage, mailing costs, and posting fees, giving the amount for each. The Bank has filed opposition. For the following reasons, the objection will be overruled.

Despite the attachment to the proof of claim, in which the arrearage portion is broken down by category and amount, the debtors object on the ground that the exhibits to the claim "do not adequately explain why and for what purpose such costs were incurred, or why such services are our responsibility." Obj., filed Sept. 22, 2014, at 2:3-4. The debtors add that the Bank "does not describe the basis for the escrow shortage and did not attach adequate evidence for the claim to stand." Id. at 2:6-7. The debtors have filed their declaration in support of the objection; however, the declaration does nothing more than parrot the language of the objection itself. Except for stating generally that they "dispute the entire arrearage portion of the claim" (Decl. at 2:7-8), the debtors have not offered any evidence suggesting that they do not owe the sums represented by the arrearage portion of the claim. They simply complain that the Bank has not sufficiently explained that portion and has not attached adequate evidence. The objection represents a misunderstanding of the burdens of proof, production, and persuasion on a claim objection because, in short, it overlooks the effect of Fed. R. Bankr. P. 3001(f).

As the Bank points out, a properly filed proof of claim "constitute[s] prima facie evidence of the validity and amount of the claim." Fed. R. Bankr. P. 3001(f). That is, it is "'strong enough to carry over a mere formal objection without more.'" Lundell v. Anchor Constr. Specialists, Inc., 223 F.3d 1035, 1039 (9th Cir. 2000) (citation omitted). "To defeat the claim, the objector must come forward with sufficient evidence and 'show facts tending to defeat the claim by probative force equal to that of the allegations of the proofs of claim themselves.' . . . 'If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence.'" Id. (citations omitted).

Here, the debtors have not suggested the proof of claim was not properly filed or is for any reason facially deficient. Thus, the proof of claim constitutes prima facie evidence of the validity and amount of the claim, including the arrearage portion, and the debtors had the burden to produce evidence tending to show that the amount of the arrearage portion of the claim is inaccurate. However, the debtors failed to submit any evidence at all on this point; thus, they have failed to shift the burden back to the Bank to prove the amount of the claim. That the Bank chose to include in its opposition an explanation of the charges it contends make up the arrearage portion of the claim does not change the analysis. The debtors have simply failed to produce evidence sufficient to shift the burden to the Bank to prove the amount of the arrearages. Accordingly, the objection will be overruled.

The court will hear the matter.

19. 14-90654-D-13 ANGEL/TABATHA GARCIA
LRR-4

MOTION TO VALUE COLLATERAL OF
WELLS FARGO HOME MORTGAGE, INC.
9-23-14 [62]

Final ruling:

The matter is resolved without oral argument. This is the debtors' motion to value the secured claim of Wells Fargo Home Mortgage, Inc. 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 debtors' 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 Wells Fargo Home Mortgage, Inc.'s secured claim at \$0.00 by minute order. No further relief will be afforded. No appearance is necessary.

20. 14-90654-D-13 ANGEL/TABATHA GARCIA MOTION TO CONFIRM PLAN
LRR-5 9-23-14 [66]

Final ruling:

The relief requested in the motion is supported by the record and no timely opposition to the motion has been filed. Accordingly, the court will grant the motion by minute order and no appearance is necessary. The moving party is to lodge an order confirming the plan, amended plan, or modification to plan, and shall use the form of order which is attached as Exhibit 2 to General Order 05-03. The order is to be signed by the Chapter 13 trustee approving its form prior to the order being submitted to the court.

21. 09-92955-D-13 DAVID/ROSEMARY JACQUES MOTION TO EXCUSE DEBTOR FROM
CJY-1 COMPLETING THE CERTIFICATE OR
CERTIFICATE OF CHAPTER 13
DEBTOR RE: EXEMPTIONS
10-15-14 [32]

22. 14-91069-D-13 CHRISTOPHER/ANGELA OBJECTION TO DEBTORS' CLAIM OF
RDG-1 MAYFIELD EXEMPTIONS
9-22-14 [18]

23. 14-91069-D-13 CHRISTOPHER/ANGELA CONTINUED OBJECTION TO
RDG-2 MAYFIELD CONFIRMATION OF PLAN BY RUSSELL
D. GREER
9-22-14 [15]

Tentative ruling:

This is the debtors' motion to value collateral of Cashmere Valley Bank (the "Bank"). The Bank has filed an objection. For the following reasons, the motion will be denied.

The debtors seek to value the collateral, a 2012 Model 990XP grinder and a 2012 Bandit 2550XP chipper, at a total of \$30,000. The debtors' evidence is their own declaration, as follows:

The Chipper/Grinder together is worth \$30,000.00.

We have done extensive research and from our knowledge of this type of equipment since we have been in the business for many years, we believe that the [grinder] is worth approximately \$11,000.00. Also, the [chipper] is worth approximately \$19,000.00. This machine has had constant mechanical issues that causes it to not work at its potential and has already been in the shop for repairs. Therefore, we are asking the Court to lower the fair market value to approximately \$30,000.00 for this machine.

Debtors' Decl., filed Sept. 24, 2014, at 1:26 and 2:1-8.1 The debtors have submitted as exhibits two pages of printouts from craigslist.com and two from cal-line.com/equip.php. The debtors refer to these as "comparables also used to determine value." Id. at 2:8-9.2

The standard the court is to use to value personal property not acquired for personal, family, or household purposes, such as, presumably, the chipper and grinder, is the property's "replacement value" as of the petition date, without deduction for costs of sale or marketing. § 506(a)(2). By contrast, the debtors refer to the equipment being "worth" \$30,000, and they ask the court to lower its "fair market value" to \$30,000. Neither of these is the appropriate standard under § 506(a)(2). Further, the debtors ask the court to "lower the fair market value" of the equipment to \$30,000 from the \$34,000 listed on their original Schedule D filed with the petition, on July 2, 2014. This suggests the value has declined since the petition filing date, whereas the court is to value the equipment as of the petition date. For these reasons, the court concludes the debtors have failed to carry their burden to submit evidence sufficient to demonstrate that the replacement value of the equipment as of the petition date was \$30,000, and the motion will be denied on that basis.

The Bank has filed an objection to the motion and a supporting declaration of Chris Ewer, an Assistant Vice President of the Bank. The problem with the declaration is that it is not signed under oath, as required by 28 U.S.C. § 1746; the problem with the objection is that it was signed and filed by Chris Ewer, with no indication he is an attorney representing the Bank. This court's local rules require that an entity, such as the Bank, appear by an attorney. LBR 1001-1(c), incorporating Local District Court Rule 183(a) ["A corporation or other entity may appear only by an attorney."]. Therefore, the court will not consider the Bank's

opposition.

The court will hear the matter.

1 The reference to "lowering" the fair market value appears to be to the debtors' amended Schedule B on which they listed the value of the chipper and grinder at \$30,000, down \$4,000 from the \$34,000 value listed on their original Schedule D. (The debtors did not list the chipper and grinder on their original Schedule B, but did list the Bank on their original Schedule D as secured by the chipper and grinder.)

2 The craigslist pages appear to be ads; the prices, therefore, appear to be asking prices. The cal-line.com pages also appear to be listings. Although two of the listings are marked with the word "SOLD," the court cannot determine whether the prices given were the asking prices for the items or the prices at which they were actually sold. Further, the debtors chose to submit as exhibits only pages 1 and 2 of a five-page printout, without explanation. For these reasons, the court gives little, if any, weight to the exhibits.

25. 14-90971-D-13 BRUCE/CASEY SNIDER MOTION TO CONFIRM PLAN
LRR-2 9-24-14 [41]

Tentative ruling:

This is the debtors' motion to confirm an amended chapter 13 plan. The motion will be denied because the plan provides for the secured claim of Cashmere Valley Bank at less than the full amount of the claim, whereas the court intends to deny the debtors' motion to value the collateral securing the claim (Item 24 on this calendar); thus, the debtors have failed to obtain an order valuing the collateral securing the claim, as required by LBR 3015-1(j).

The court will hear the matter.

26. 14-90973-D-13 ALVARINO/SHIRLEY LEONARDO MOTION TO CONFIRM PLAN
SJS-1 9-24-14 [30]

Final ruling:

The relief requested in the motion is supported by the record and no timely opposition to the motion has been filed. Accordingly, the court will grant the motion by minute order and no appearance is necessary. The moving party is to lodge an order confirming the plan, amended plan, or modification to plan, and shall use the form of order which is attached as Exhibit 2 to General Order 05-03. The order is to be signed by the Chapter 13 trustee approving its form prior to the order being submitted to the court.

27. 14-90781-D-13 STEVE/FRANCES MONTELONGO CONTINUED MOTION TO CONFIRM
SFM-3 PLAN
8-18-14 [60]

Final ruling:

This case was dismissed on October 28, 2014. As a result the motion will be denied by minute order as moot. No appearance is necessary.

28. 14-91184-D-13 WILSON/AVELAIN SARHAD OBJECTION TO CONFIRMATION OF
MRD-1 PLAN BY LEONANI GARCIA
10-22-14 [25]

29. 14-91187-D-13 KENNETH/MAUREEN YAJKO OBJECTION TO CONFIRMATION OF
RDG-1 PLAN BY RUSSELL D. GREER
10-21-14 [20]

30. 14-91190-D-13 JOSEPH/LISA ROBERTSON OBJECTION TO CONFIRMATION OF
RDG-1 PLAN BY RUSSELL D. GREER
10-21-14 [14]

31. 11-91592-D-13 GILBERT/IRENE ADAMS MOTION TO INCUR DEBT
CJY-4 10-23-14 [73]
32. 14-91202-D-13 JAMES/SABRINA BADE MOTION TO VALUE COLLATERAL OF
CJY-1 NATIONSTAR MORTGAGE, LLC
10-23-14 [18]
33. 14-91205-D-13 DAVID MCMAHON OBJECTION TO CONFIRMATION OF
RDG-1 PLAN BY RUSSELL D. GREER
10-21-14 [21]
34. 14-91206-D-13 NICHOLIS CROWE OBJECTION TO CONFIRMATION OF
RDG-1 PLAN BY RUSSELL D. GREER
10-21-14 [24]

35. 09-93413-D-13 SCOTT/BRENDA CAMIRE MOTION TO INCUR DEBT
CJY-3 10-20-14 [58]
36. 10-94443-D-13 DENNIS/SUZETTE GRAY MOTION TO VALUE COLLATERAL OF
CJY-6 SYNCHRONY BANK
10-23-14 [114]
37. 11-93645-D-13 CECIL/BRANDIE PARSHALL MOTION TO SELL
CJY-3 10-20-14 [49]
38. 14-91184-D-13 WILSON/AVELAIN SARHAD OBJECTION TO CONFIRMATION OF
RDG-1 PLAN BY RUSSELL D. GREER
10-21-14 [22]