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: December 11, 2018
CALENDAR: 1:00 P.M. CHAPTER 13

PLEASE REVIEW CAREFULLY AS THE COURT'S ORDER PREPARATION AND SUBMISSION PROCEDURE IN CHAPTER 13 CASES HAS CHANGED EFFECTIVE SEPTEMBER 3, 2018.

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

December 11, 2018 at 1:00 p.m.

1.	18-26104-B-13 JPJ-1	VERNON/JAMIE JIMMERSON Gary Ray Fraley	OBJECTION TO CONFIRMATION OF PLAN BY JAN P. JOHNSON AND/OR MOTION TO DISMISS CASE 11-20-18 [28]

No Ruling

2. 16-28212-B-13 JACKSON/ALYSHA FONSECA MOTION TO MODIFY PLAN
RJM-1 Rick Morin 10-30-18 [28]

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. Debtors Jackson and Alysha Fonseca have 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.

3. 18-25617-B-13 JOSE/JACQUELINE SEGURA
Thomas O. Gillis

MOTION TO CONFIRM PLAN
11-6-18 [37]

No Ruling

4.	18-26330-B-13 JPJ-1	JOVANY GONZALEZ ESTRADA Mikalah R. Liviakis	OBJECTION TO CONFIRMATION OF PLAN BY JAN P. JOHNSON AND/OR MOTION TO DISMISS CASE 11-20-18 [14]

No Ruling

5.	18-26332-B-13 JPJ-1	ANTONIO/REMEDIOS SOLOMON Mikalah R. Liviakis	OBJECTION TO CONFIRMATION OF PLAN BY JAN P. JOHNSON 11-20-18 [17]

Final Ruling

Jan Johnson, the Chapter 13 trustee ("Trustee"), having filed a notice of withdrawal of his objection, the objection 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.

There being no other objection to confirmation, the plan filed October 5, 2018, will be 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.

6. 16-27436-B-13 LEE/BARBARA JOHNSON — MOTION FOR RELIEF FROM AUTOMATIC STAY
JHW-1 Lucas B. Garcia — 11-8-18 [28]

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.

Motion for Relief

Santander Consumer USA Inc., dba Chrysler Capital ("Movant"), seeks relief from the automatic stay with respect to an asset identified as a 2017 Jeep patriot VIN 1C4NJRBB6HD127474 ("Vehicle"). The moving party has provided the Declaration of Erica Engel to introduce into evidence the documents upon which it bases the claim and the obligation owed by the Debtor.

The Engel Declaration provides testimony that Debtor has not made 5 post-petition payments, with a total of $3,180.44 in post-petition payments past due. Dkt. 31, ¶ 5.

From the evidence provided to the court, and only for purposes of this motion, the debt secured by this asset is determined to be $29,138.73, while the value of the Vehicle is determined to be $19,895.00, as listed in the proof of claim filed November 30, 2018. POC 2.

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 debtors Lee and Barbara Johnson ("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). 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, 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 MOVANT SHALL LODGE AN APPROPRIATE ORDER WITHIN SEVEN (7) DAYS.

7. 18-26436-C-13 MARCUS COTTON
FRB-1 Michael Avanesian

MOTION FOR RELIEF FROM AUTOMATIC STAY
11-8-18 [17]

5AIF SYCAMORE 2, LLC VS.
DEBTOR DISMISSED: 11/9/2018
CASE TRANSFERRED TO JUDGE KLEIN 11/20/2018

Final Ruling

The court's decision is to deny this matter as moot, as an order dismissing the case was entered on November 9, 2018 (dkt. 26), and the case was ordered transferred to the Honorable Christopher M. Klein, Department C, for all further proceedings (dkt. 33).

THE COURT WILL PREPARE A MINUTE ORDER.

8. 18-26237-B-13 YGNACIO RIOS
JPJ-1 Peter G. Macaluso

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE JAN P. JOHNSON AND/OR MOTION TO DISMISS CASE
11-21-18 [18]

Final Ruling

Based on debtor Ygnacio Rios's failure to timely make a filing fee installment payment after the initial order authorizing payment of the filing fee in installments was modified to provide for dismissal without further hearing or notice if a future installment payment was not timely made, this case was dismissed by an order filed on December 7, 2018. Dkts. 30, 31. The objection is overruled as moot and the motion to dismiss is denied as moot.

THE COURT WILL PREPARE A MINUTE ORDER.

9. 18-27137-B-13 SHANNON GENZEL MOTION TO EXTEND AUTOMATIC STAY
SDH-1 Scott D. Hughes 11-26-18 [13]

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 extend the automatic stay.

Debtor's Motion to Extend Stay

Debtor Shannon Genzel ("Debtor") seeks to have the provisions of the automatic stay provided by 11 U.S.C. § 362(c)(3) extended beyond 30 days in this case. This is Debtor's second bankruptcy petition pending in the past 12 months. Debtor's prior bankruptcy case was dismissed on September 20, 2018, due to delinquent plan payments (case no. 18-20134, dkt. 29 Notice of Entry of Dismissal). Therefore, pursuant to 11 U.S.C. § 362(c)(3)(A), the provisions of the automatic stay end 30 days after filing of the petition.

Discussion

Upon motion of a party in interest and after notice and hearing, the court may order the provisions extended beyond 30 days if the filing of the subsequent petition was in good faith. 11 U.S.C. § 362(c)(3)(B). The subsequently filed case is presumed to be filed in bad faith if the debtor failed to perform under the terms of a confirmed plan. The presumption of bad faith may be rebutted by clear and convincing evidence. *Id.* at § 362(c)(3)(C).

In determining if good faith exists, the court considers the totality of the circumstances. *In re Elliot-Cook*, 357 B.R. 811, 814 (Bankr. N.D. Cal. 2006); *see also* Laura B. Bartell, *Staying the Serial Filer - Interpreting the New Exploding Stay Provisions of § 362(c)(3) of the Bankruptcy Code*, 82 Am. Bankr. L.J. 201, 209-10 (2008).

Debtor asserts that the delinquency in the prior case arose due to $4,200.00 in unexpected car repairs, which caused her delinquency. However, since the prior case was dismissed, her car has been repaired and Debtor "now own[s] it free and clear," and Debtor's mother is contributing $1,000.00 per month to help make plan payments, which is an increase in income of $400.00 per month from the prior case. Dkt. 15, ¶¶ 3, 4, 7. In addition, Debtor's home has increased in value from $265,000.00 to $326,000.00, which means Debtor is proposing a 100% plan in the current case. *Id.* at ¶ 5.

Debtor has sufficiently rebutted, by clear and convincing evidence, the presumption of bad faith through a substantial change in her financial or personal affairs under the facts of this case and the prior case for the court to extend the automatic stay.

The motion is granted and the automatic stay is extended for all purposes and parties.

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

10.	18-26349-B-13 JPJ-1	MIREYA ORTIZ Michele M. Poteracke	OBJECTION TO CONFIRMATION OF PLAN BY JAN P. JOHNSON AND/OR MOTION TO DISMISS CASE 11-20-18 [15]

No Ruling

11. 18-26357-B-13 RESPAL MENDOZA
AF-1 Arasto Farsad
DEBTOR DISMISSED: 11/21/2018

MOTION TO CONFIRM PLAN
10-30-18 [23]

Final Ruling

The court's decision is to deny this motion as moot, as the case was dismissed on November 21, 2018. Dkts. 30, 31.

THE COURT WILL PREPARE A MINUTE ORDER.

12. 16-24559-B-13 LES-1 — STEVEN SIPE, Lucas B. Garcia — MOTION FOR COMPENSATION FOR LUCAS GARCIA, DEBTOR'S ATTORNEY 11-13-18 [140]

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 grant the motion in part and allow for recovery of $151.47 in costs, but deny the motion in part as to attorneys' fees.

Debtor's Motion for Compensation

Debtor Steven Sipe ("Debtor") filed a motion for compensation on November 13, 2018, requesting attorneys' fees totaling $22,591.47 as itemized in the timelog. Dkt. 140, dkt. 143, exh. 2. Debtor asserts two grounds to justify attorneys fees. First, Debtor asserts that California Code of Procedure § 1717(a) supports the motion because the turnover action was based on a lease agreement, which contains an applicable attorneys' fees provision for the prevailing party. Dkt. 143, exh. 1, ¶ 30. Second, Debtor asserts that 11 U.S.C. § 542 and *Abrams v. Southwest Leasing and Rental, Inc. (In re Abrams)*, 217 B.R. 239, 242-43 (B.A.P. 9th Cir. 1991), supports an award of attorneys fees to avoid imposing the cost of turnover actions on the estate.

Creditor's Opposition

Co-trustees James and Judith Carter, the creditors ("Creditors"), filed an opposition to the motion on November 27, 2018. Dkt. 148. Creditors argue that the attorneys' fees provision in the lease does not support Debtor's request because the litigation on the motion for relief and the turnover of property do not meet the requirements of California Civil Code § 1717.

First, an action is "on a contract" when a party seeks to enforce, or avoid enforcement, of the provisions of a contract. Creditors argue that there must be at least one contract claim in the action for § 1717 to apply. Here, the action was for relief from stay and for turnover of estate property, which did not include a claim under the contract. Creditors assert that the lease was not an exhibit to the Creditors' motion or the exhibits in support of either side of the evidentiary hearing. Further, the attorneys' fees clause of the lease is narrowly drafted to only allow the prevailing party an award in "an action or proceeding to enforce the terms hereof or declare rights hereunder." Dkt. 143, exh. 1, ¶ 30.

Second, Creditors argue that Debtor did not present express statutory authority for an award of attorneys fees. Specifically, 11 U.S.C. § 542 does not contain language awarding attorneys' fees, and the decision from *In re Abrams* does not support such relief.

Discussion

Summary of Applicable Authority

A comprehensive review of the framework for attorneys' fees in California bankruptcy courts was provided in *In re Bic Pho*, 2016 WL 1620375, *3-5 (Bankr. N.D. Cal. 2016). Addressing the specific question of whether an action is "on a contract," the court noted:

> As explained recently in *In re Penrod*, 802 F.3d 1084, 1088 (9th Cir. 2015), the phrase "on a contract" is liberally construed, [sic] relying on *In re Tobacco Cases I*, 193 Cal. App. 4th 1591, 1601 (noting

> that for Civil Code § 1717, "on a contract" does not mean only traditional breach of contract causes of action).
>
> An action is "on a contract" when a party seeks to enforce, or avoid enforcement of the provisions of the contract. *Bos v. Bd. of Trs.*, 2016 WL 1161262 (9th Cir. 2016) (Civil Code § 1717 did not apply in § 523); *Barrientos v. 1801-1825 Morton LLC*, 583 F.3d 1197, 1216 (9th Cir. 2009) (Civil Code § 1717 applied because contract played an integral part in defining the rights of the parties); *In re Baroff*, 105 F.3d 439, 441 (9th Cir. 1997) (Civil Code § 1717 applied in § 523 action where outcome turned on interpretation of agreement and application of California's statute of frauds); *In re Arciniega*, 2016 WL 455428, *14 (9th Cir. BAP 2016) (Civil Code § 1717 applied to one claim in § 523 action where California law governed interpretation of a key phrase in the agreement, and proof of both breach and dischargeability was required); *Douglas E. Barnhart, Inc. v. CMC Fabricators, Inc.*, 211 Cal. App. 4th 230, 240-41 (2012) (collecting illustrative cases applying and declining to apply Civil Code § 1717).
>
> An action may be considered an action "on a contract" even when plaintiff only pleads one fraud claim and does not actually plead a breach of contract claim. *In re Pham*, 250 B.R. 93, 96 (9th Cir. BAP 2000). An action may also be found to be "on a contract" when breach of contract is not plead but the case is tried as a breach of contract case. *In re Tran*, 301 B.R. 576 (Bankr. N.D. Cal. 2013). However, in a § 523 case factually similar to this one, the district court found it was not an action on the contract where the trial court did not determine the amount owed or rule on whether the defendant was the alter ego of the corporate borrower. *In re Chen*, 345 B.R. 197 (N.D. Cal. 2006).
>
> In this case, the court did not enforce the contract as that phrase is used in Civil Code § 1717. Unlike the situation before the BAP in *Arciniega* and the Ninth Circuit in *Baroff*, the trial in this case did not require the court to interpret the language of the guaranty or the other Loan Documents and the court did not rule on the meaning of the words in the Loan Documents. Nor was there a dispute regarding the amount owed under the Loan Documents. While the Loan Documents provided the context for the case, their terms did not define the parties' rights or determine the outcome of the trial. The outcome of the trial was determined by the facts proven at trial and the application of the elements of Bankruptcy Code § 523(a)(2)(A) and (B) to them.

In re Bic Pho, at *5.

Because the inquiry is fact-intensive, and this matter involved various claims under bankruptcy law, the court will review the procedural history leading up to the judgment.

Procedural History

Creditors filed a motion confirming no stay was in effect, or alternatively for relief from stay, under 11 U.S.C. § 362 on April 17, 2018, seeking to remove certain personal property or impose costs of storage on Debtor based on a prior unlawful detainer action and under California law. Dkt. 94. Creditors did not rely on the lease as a basis for their request for relief from stay.

Debtor opposed the request on May 1, 2018, asserting that Debtor and the estate had either an exempt or non-exempt interest in the personal property. Dkt. 100. In making this argument, Debtor stated, "Finally, the lease upon which this request for ongoing storage fees was not assumed in the Chapter 13 filing[.]" *Id.* at ¶ 8. No other reference is made to the lease agreement.

Creditor filed a reply in support of their motion on May 8, 2018, largely addressing Debtor's efforts to reclaim the personal property. Dkt. 105. No reference was made to the lease agreement.

At the hearing on May 15, 2018, the court confirmed there was no automatic stay, but resolved the matter by confirming that Creditors had an affirmative obligation to turnover the personal property under 11 U.S.C. § 542. Dkt. 110. The deadline to turnover the personal property was extended multiple times to allow the parties to amicably resolve the turnover obligation. Dkts. 110, 113, 115, 117.

On August 14, 2018, the court set the matter for an evidentiary hearing to determine whether the personal property on Creditors' land had value or benefit to the estate to determine whether Creditors were obligated to turnover the property as required by § 542. Dkt. 122.

On August 28, 2018, Debtor filed a status report on his efforts to evaluate and remove the property. Dkt. 125. Creditor filed a reply brief on September 11, 2018, describing their efforts to allow access and providing their opinion of value of the property. Dkt. 127. Debtor's reply brief, filed September 25, 2018, addressed the value of the personal property and the obligation of Creditors to bear any costs of turnover. Dkt. 129. Neither party relied on, nor referenced, the lease in their arguments leading up to the evidentiary hearing.

The court's memorandum decision, issued October 30, 2018 addressed the affirmative obligation of Creditors to turnover the personal property at their expense, as well as the value of the personal property. Dkt. 137. The court noted the lease in its summary of procedural history, but otherwise did not rely on the existence or provisions of the lease in issuing its decision pursuant to 11 U.S.C. §§ 362 and 542. *See id.* at pp. 1-3, 8-16.

Debtor Failed to Provide Authority for an Award of Attorneys Fees, But Costs May Still Be Awarded

After this review, the court now turns to the arguments of the parties for attorneys' fees and costs.

First, Debtor's argument that 11 U.S.C. § 542 and *In re Abrams* support an award of attorneys' fees is incorrect. There is no explicit provision in § 542 that allows for attorneys' fees. Further, *In re Abrams* reviewed the award of attorneys fees under § 362(h) for a willful violation of the automatic stay, which allows for an award of costs and attorneys' fees upon a finding of willfulness. *In re Abrams*, 127 B.R. 239, 243 (B.A.P. 9th Cir. 1991). Thus, neither authority supports Debtor's request for attorneys' fees.

Second, as described above, this is not a claim "on a contract" as required by California Civil Code § 1717. *In re Bic Pho*, 2016 WL 1620375 at *4. The parties' pleadings leading up to the evidentiary hearing made little to no reference to the lease, except that it was terminated pre-petition as acknowledged in Debtor's brief, and the court did not rely on the lease in making its decision. Thus, the matter as plead and tried by the parties was not "on the contract" as required by § 1717.

Because Debtor did not present authority to support an award of attorneys' fees in this matter as required by Federal Rule of Civil Procedure 54, as made applicable by Federal Rule of Bankruptcy Procedure 7054, and California Eastern District Local Rule 293, as incorporated by Local Bankruptcy Rule 1001-1(c), the court holds that no attorneys' fees shall be awarded.

However, Debtor's request for costs other than attorneys' fees is granted. Federal Rule of Bankruptcy Procedure 7054(b)(1) allows the court to award costs "to the prevailing party except when a statue of the United States or these rules otherwise provides." Because no authority or other rule provides otherwise, the court will allow Debtor to recover $151.47 in costs.

To the extent Debtor requests additional fees to be paid through the plan pursuant to

Local Bankruptcy Rule 2016-1(c), the request is denied without prejudice. Debtor may bring a separate motion as required by Local Bankruptcy Rule 9014-1(d)(5).

COUNSEL FOR THE CREDITORS SHALL LODGE AN APPROPRIATE ORDER WITHIN SEVEN (7) DAYS.

13. 18-22359-B-13 KIMBERLY CHILDRESS
RJ-4 Richard J. Jare

MOTION TO CONFIRM PLAN
11-6-18 [58]

No Ruling

14. 18-26260-B-13 JESSICA TODD
JPJ-1 Mikalah R. Liviakis

OBJECTION TO CONFIRMATION OF PLAN BY JAN P. JOHNSON AND/OR MOTION TO DISMISS CASE
11-20-18 [16]

Final Ruling

Jan Johnson, the Chapter 13 trustee ("Trustee"), having filed a notice of withdrawal of his objection and motion (dkt. 20), the objection and motion are 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.

There being no other objection to confirmation, the plan filed October 3, 2018, will be confirmed.

COUNSEL FOR THE DEBTOR SHALL LODGE AN APPROPRIATE ORDER OVERRULING THE OBJECTION AND DENYING THE MOTION WITHOUT PREJUDICE WITHIN SEVEN (7) DAYS AND A SEPARATE ORDER CONFIRMING, WHICH SHALL BE TRANSMITTED TO THE TRUSTEE FOR REVIEW AND APPROVAL.

15. 18-26664-B-13 DEWAYNE DIXON
MMM-1 Mohammad M. Mokarram

MOTION TO VALUE COLLATERAL OF REAL TIME RESOLUTIONS, INC.
11-26-18 [15]

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 value the secured claim of Real Time Solutions, Inc as agent for Southstar I, LLC at $0.00.

Debtor Dewayne Dixon ("Debtor") filed a motion to value the secured claim of Real Time Solutions, Inc as agent for Southstar I, LLC ("Creditor"), which is accompanied by the Debtor's declaration. Debtor is the owner of the subject real property commonly known as 3538 Tidewater Place, Fairfield, California 94533 ("Property"). Debtor seeks 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.

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 $482,908.05. POC 2. Creditor's second deed of trust secures a claim with a balance of approximately

$98,700.00. Dkt. 15, ¶ 6. 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 DEBTOR SHALL LODGE AN APPROPRIATE ORDER WITHIN SEVEN (7) DAYS.

16. 18-26272-B-13 CJO-1 **Thru #17**
PAULETTE PERFUMO
Stephan M. Brown
OBJECTION TO CONFIRMATION OF PLAN BY PENNYMAC LOAN SERVICES, LLC
11-21-18 [17]

Intentionally left blank.

17. 18-26272-B-13 JPJ-1
PAULETTE PERFUMO
Stephan M. Brown
OBJECTION TO CONFIRMATION OF PLAN BY JAN P JOHNSON AND/OR MOTION TO DISMISS CASE
11-20-18 [14]

Intentionally left blank.

18.	18-26275-B-13 JPJ-1	ALLA KVITKO Marc Caraska	OBJECTION TO CONFIRMATION OF PLAN BY JAN P. JOHNSON AND/OR MOTION TO DISMISS CASE 11-20-18 [16]

No Ruling

19.	16-27379-B-13 RJ-1	TIFFANY LOVE Richard L. Jare	MOTION TO MODIFY PLAN 10-31-18 [34]

No Ruling

20. 18-23980-B-13 LAURA/DONALD ENGLAND
FF-9 Gary Ray Fraley

MOTION TO VACATE DISMISSAL OF CASE, MOTION TO REINSTATE BANKRUPTCY AND REINSTATE THE AUTOMATIC STAY O.S.T.
11-27-18 [34]

DEBTOR DISMISSED:
11/20/2018
JOINT DEBTOR DISMISSED:
11/20/2018

Tentative Ruling

The court has before it on shortened time a motion to vacate the dismissal of this Chapter 13 case and to reimpose the automatic stay filed by debtors Laura and Donald England ("Debtors"). The motion does not identify any legal basis for the relief requested except to state that dismissal resulted from staffing issues at Debtors' counsel's office. For the reasons explained below, the motion will be denied without prejudice.

Background

Debtors filed the petition that commenced this Chapter 13 case on June 25, 2018. Dkt 1. Following a hearing on the Chapter 13 Trustee's ("Trustee") objection to confirmation of the Debtors' plan and conditional motion to dismiss held on September 4, 2018, the court sustained the objection and conditionally denied the motion to dismiss. Dkt 27. The order sustaining the objection and conditionally denying the motion to dismiss was entered on September 13, 2018. Dkt 28. The order also imposed a sixty-day deadline from its entry for the Debtors to confirm an amended plan or the case would be dismissed on the Trustee's ex parte application. *Id.*

The sixty-day deadline to confirm an amended plan expired on November 12, 2018. The Debtors did not meet that deadline. So, on November 19, 2018, the Trustee filed an ex parte application to dismiss. Dkt 29. The court granted the ex parte application in a dismissal order entered on November 21, 2018. Dkt 30.

On November 27, 2018, Debtors moved on shortened time to vacate the dismissal order and reimpose the automatic stay. Dkts 33, 34. As the basis for the relief requested Debtors state only that their attorney was "dealing with staffing transition issues including staff leaving and unqualified replacements." Dkt 34 at 2:4-5. Debtors' motion is supported by the declaration of Carla Bare. *Id.*

Discussion

Filed within fourteen days of the entry of the dismissal order, the Debtors' motion is governed by Federal Rule of Civil Procedure ("Civil Rule") 59(e) which is applicable by Federal Rule of Bankruptcy Procedure ("Bankruptcy Rule") 9023. *First Ave. West Building, LLC v. James (In re Onecast Media, Inc.)*, 439 F.3d 558, 561-62 (9th Cir. 2006); *In re Zinnel*, 2012 WL 8022513, *1-2 (Bankr. E.D. Cal. 2012). There are four grounds on which a Civil Rule 59(e) motion may be granted: (1) to correct manifest errors of law or fact upon which the judgment rests; (2) to present newly discovered or previously unavailable evidence; (3) to prevent manifest injustice; or (4) if amendment is justified by an intervening change in controlling law. *Allstate Ins. Co. v. Herron*, 634 F.3d 1101, 1111 (9th Cir. 2011). Relief under Civil Rule 59(e) is "an extraordinary remedy which should be used sparingly." *Id.*

The second and fourth grounds are inapplicable. The Debtors present no newly discovered evidence or intervening change in controlling law.

The first ground is not satisfied. Debtors cite no manifest error of law or fact upon which the dismissal order rests and the court concludes there are none. Confirmation of the Debtors' plan was denied, the Debtors were given sixty days after the order denying confirmation was entered to confirm an amended plan, the Debtors did not

confirm an amended plan within that sixty-day period, and consistent with the warning in the order conditionally denying the Trustee's motion to dismiss the Debtors' case was dismissed on the Trustee's ex parte application. Indeed, Ms. Bare's declaration confirms the Debtors' noncompliance with the sixty-day confirmation deadline. In her declaration, Ms. Bare states that motions necessary for the Debtors to confirm an amended plan were finished on the date the dismissal order was entered, i.e., November 21, 2018, and, thus, after the deadline to confirm an amended plan expired.

That leaves the third ground, manifest injustice. "[M]anifest injustice does not exist where . . . a party could have easily avoided the outcome[.]" *Ciralsky v. Central Intelligence Agency*, 355 F.3d 661, 673 (D.C. Cir. 2004)(internal quotation marks and brackets omitted). The Debtors do not meet this standard because the delay in confirming an amended plan and the ensuing dismissal were due to Debtors' counsel's staffing issues, which are exclusively within the control of Debtors' counsel. Indeed, it is somewhat disingenuous to blame staff for a missed deadline when ultimate responsibility for a pending case always rests with the attorney of record. *See Willis v. J.P. Morgan Chase Bank, N.A.*, 2017 WL 5665834, *2 (E.D. Cal. 2017) ("Further, it is counsel's duty to monitor the court's docket to stay informed of the court's orders and filing deadlines.").

In short, Debtors have not demonstrated any basis for extraordinary relief under Civil Rule 59(e) and Bankruptcy Rule 9023.[1] The Debtors fare no better if the court considered their motion under Civil Rule 60(b) applicable by Bankruptcy Rule 9024.[2]

The Debtors' motion does not address any of the *Pioneer-Briones* factors: (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). If the court states the equitable test then concludes that the debtor failed to present any evidence, that is sufficient grounds to deny relief under Rule 60(b)(1). *Bateman v. U.S. Postal Service*, 231 F.3d 1220, 1224 (9th Cir. 2000). Nevertheless, an independent review of the factors weighs against granting relief.

The first factor of prejudice to other parties weighs against granting relief. As explained in footnote 1, upon dismissal the automatic stay terminated and it can only be reimposed by an adversary proceeding—or at least the Debtors have not demonstrated otherwise. Moreover, creditors who were notified of the dismissal have been free to exercise rights under applicable nonbankrutpcy law. To the extent that some of those creditors may have exercised such rights, which apparently is why the Debtors seek to have the automatic stay reimposed, vacating the dismissal order and reimposing the stay would result in undue confusion and prejudice with regard to actions taken in reliance on dismissal.

---

[1]The Debtors' request to reimpose the automatic stay is even more troublesome. The Ninth Circuit has held that, once terminated, the automatic stay can only be reimposed through an adversary proceeding. *Canter v. Canter (In re Canter)*, 299 F.3d 1150, 1155 n.1 (9th Cir. 2002); *see also Ramirez v. Whelen (In re Ramirez)*, 188 B.R. 413, 416 (B.A.P. 9th Cir. 1995) (Klein, J., concurring). There is some out-of-circuit authority that suggests that the automatic stay may be revived when the order that caused it to terminate is vacated. *See State Bank of Southern Utah v. Gledhill (In re Gledhill)*, 76 F.3d 1070, 1079-80 (10th Cir. 1996). Here, however, the Debtors have not filed an adversary proceeding and they have not shown how (or why) *Gledhill* is applicable. In any case, since the Debtors have not established a basis to vacate the dismissal order, the court need not address the effect of vacating an order that caused the automatic stay to terminate.

[2]Paragraphs (b)(1) and (b)(6) appear to be the only Civil Rule 60(b) paragraphs potentially applicable.

The second factor, the length of the delay and the potential impact of the delay on the Chapter 13 proceedings, is somewhat related to the first and it too weighs against Civil Rule 60(b)(1) relief. Although the Debtors sought relief from the dismissal order six days after it was entered, a relatively short period of time, in the bigger picture confirmation of a plan is projected on a relatively short timeframe under the statutory scheme. *See* 11 U.S.C. § 1324(b). Allowing the Debtors to keep a Chapter 13 case open for an extended period without a confirmed plan is unreasonable delay prejudicial to creditors. *See* 11 U.S.C. § 1307(c)(1).

Debtors have also not offered a plausible explanation of the reason for the delay that resulted in the dismissal of this case. This case was dismissed because the Debtors did not confirm a plan by the court-ordered deadline. *See* 11 U.S.C. § 1307(c)(3). Debtors attribute that solely to staffing issues at their counsel's office. However, the Supreme Court in *Pioneer* gave little weight to a nearly identical excuse of appellant's counsel in that case, *i.e.*, that counsel was experiencing upheaval in his law practice at the time of the relevant bar date. *See Pioneer*, 507 U.S. at 398. ("In assessing the culpability of respondents' counsel, we give little weight to the fact that counsel was experiencing upheaval in his law practice at the time of the bar date."). Citing *Pioneer*, the district court in *Willis*, *supra*, reached the same conclusion. *Willis*, 2017 WL 5665834 at *2 ("The court does not see how a change in staff, without more, constitutes 'excusable' neglect."); *see also In re Pelle*, 571 B.R. 846, 853 (Bankr. C.D. Cal. 2017). The point is, even if such an explanation shows a lack of diligence, carelessness, or neglect, alone, in this court's view that explanation does not come close to "excusable neglect." Consequently, the third factor also weighs against granting relief.

As to the fourth factor, there is no evidence of bad faith associated with Debtors' conduct. However, as noted above, the motions necessary to confirm an amended plan were not completed until after the deadline to confirm an amended plan passed.

Considering the totality of the circumstances, while Debtors' counsel may have some excuse for the delay due to staffing issues, the *Pioneer-Briones* factors weigh against relief from the dismissal order under Civil Rule 60(b)(1).

Relief under Civil Rule 60(b)(6) for "any other reason that justifies relief" is also not warranted. *See* FED. R. CIV. P. 60(b)(6); FED. R. BANKR. P. 9024. Relief under Civil Rule 60(b)(6) is limited to errors or actions beyond the party's control. *Latshaw v. Trainer Wortham & Co.*, 452 F.3d 1097, 1103 (9th Cir. 2006); *Cmty. Dental Serv. v. Tani*, 282 F.3d 1164, 1168 (9th Cir. 1996). The Debtors do not meet this standard because, as noted above, the delay in confirming an amended plan was due to staffing issues at counsel's office, which was entirely within the control of Debtors' counsel.

Conclusion

For the foregoing reasons, the Debtors' motion to vacate the dismissal order and reimpose the automatic stay is denied without prejudice.

THE COURT WILL PREPARE A MINUTE ORDER.

21. 18-24985-B-13 JOSEPH BOTSCH
MEV-2 Marc Voisenat
Thru #22

MOTION TO CONFIRM PLAN
10-30-18 [26]

No Ruling

22. 18-24985-B-13 JOSEPH BOTSCH
MEV-3 Marc Voisenat

OBJECTION TO CLAIM OF LVNV FUNDING, LLC, CLAIM NUMBER 2
10-30-18 [31]

Tentative Ruling

The objection has been set for hearing on at least 30 days' notice to the claimant as required by Local Bankruptcy Rule 3007-1(b)(2). When fewer than 44 days' notice of a hearing is given, no party-in-interest shall be required to file written opposition to the objection. Opposition, if any, shall be presented at the hearing on the objection. If opposition is presented, or if there is other good cause, the court may continue the hearing to permit the filing of evidence and briefs.

The court's decision is to sustain the objection to Claim No. 2 of LVNV Funding, LLC its successors and assigns as assignee of GE Money Bank and disallow the claim in its entirety.

Objection to Claim

Joseph Botsch, the debtor ("Objector"), requests that the court disallow the claim of LVNV Funding, LLC its successors and assigns as assignee of GE Money Bank ("Creditor"), Claim No. 2. The claim is asserted to be unsecured in the amount of $11,712.22. Objector asserts that the claim is unenforceable pursuant to 11 U.S.C. § 502(b)(1) because the statute of limitations, namely California Code of Civil Procedure § 337(1), has since passed, rendering the claim unenforceable. Objector only points to the proof of claim as a basis for his objection, and did not file any additional evidence with the objection.

Discussion

Section 502(a) provides that a claim supported by a proof of claim is allowed unless a party in interest objects. Once an objection has been filed, the court may determine the amount of the claim after a noticed hearing. 11 U.S.C. § 502(b). The party objecting to a proof of claim has the burden of presenting substantial factual basis to overcome the prima facie validity of a proof of claim and the evidence must be of probative force equal to that of the creditor's proof of claim. *Wright v. Holm (In re Holm)*, 931 F.2d 620, 623 (9th Cir. 1991); *see also United Student Funds, Inc. v. Wylie (In re Wylie)*, 349 B.R. 204, 210 (B.A.P. 9th Cir. 2006). Moreover, "[a] mere assertion that the proof of claim is not valid or that the debt is not owed is not sufficient to overcome the presumptive validity of the proof of claim." Local Bankr. R. 3007-1(a).

The court finds that the proof of claim is unenforceable based on the documents attached to Proof of Claim 2. This is a retail account based on a written contract. POC 2, p. 5. The last activity listed on the account was a payment on January 31, 2008. *Id.* at p. 4. Thus, the four-year statute of limitations has run and the claim is now unenforceable as a matter of applicable state law. Objector has satisfied his burden of overcoming the presumptive validity of the claim.

Based on the evidence before the court, the Creditor's claim is disallowed in its entirety. The objection to the proof of claim is sustained.

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

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

Final Ruling

Continued to January 15, 2019, at 1:00 p.m. to be heard with the hearing on the motion to value collateral of Real Time Solutions.

THE COURT WILL PREPARE A MINUTE ORDER.

24.	18-26289-B-13 JPJ-1	SURJIT KUMAR AND POONAM KAUSHAL Peter G. Macaluso	OBJECTION TO CONFIRMATION OF PLAN BY JAN P. JOHNSON 11-20-18 [13]

Tentative Ruling

The objection was properly filed at least 14 days prior to the hearing on the motion to confirm a plan. *See* LBR 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. LBR 9014-1(f)(2)(C). No written reply has been filed to the objection.

The court's decision is to sustain the objection and deny confirmation of the plan.

First, Jan Johnson, the Chapter 13 trustee ("Trustee"), requested that debtors Surjit Jumar and Poonam Jaushal ("Debtors") file or provide the following documents: 1) an amended petition to add prior bankruptcy 11-46633; 2) an amended Statement of Financial Affairs to add an on-going mortgage payment to question #6, which is listed in Class 4 of the proposed plan, and add Stallions Suds at question #27; 3) a copy of Debtors' current business licenses and permits for Busy Spot Market and Stallion Suds; 4) September 2018 pay advices for Mr. Kumar; and 5) September bank statements for all bank accounts listed in Schedule A/B. Without doing so, Debtors have not complied with 11 U.S.C. § 521(a)(3).

Second, after reviewing Schedules A/B and C, Trustee calculates that there is $45,075.00 of non-exempt equity. However, the proposed plan only provides $40,400.80 to general unsecured creditors. Trustee notes that he filed an objection to Debtors' claim of exemptions (dkt. 16) due to exemptions claimed under tools of the trade and self-employment income misclassified as paid earnings. If successful, the estate's interest in non-exempt equity will increase. Thus, the plan does not comply with 11 U.S.C. § 1325(a)(4).

The plan filed October 4, 2018, does not comply with 11 U.S.C. §§ 1322 and 1325(a). The objection is sustained and the plan is not confirmed.

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

25. 18-25595-B-13 STEVEN/SHARON COLLINS — MOTION FOR RELIEF FROM AUTOMATIC STAY
SW-1 Peter G. Macaluso — 11-26-18 [46]

A-L FINANCIAL CORPORATION
VS.

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 for relief from stay.

A-L Financial Corp. ("Movant") seeks relief from the automatic stay with respect to an asset identified as a 2012 Nissan Titan VIN 1N6AA0EK0CN307006 ("Vehicle"). The moving party has provided the Declaration of Duane Moses to introduce into evidence the documents upon which it bases the claim and the obligation owed by debtors Steven and Sharon Collins ("Debtors").

The Moses Declaration does not present facts that show pre-petition or post-petition arrears. Rather, the declaration states that Debtors are required to maintain insurance coverage on the Vehicle, that the insurance has been terminated or canceled, and Movant sent a letter advising Debtor of the lapse in insurance. Dkt. 49, ¶ 7. The Moses Declaration also alleges, without further explanation, that the "Vehicle is depreciating and continues to depreciate while Movant is not being paid and/or adequately protected." *Id.* at ¶ 8.

From the evidence provided to the court, and only for purposes of this motion, the debt secured by this asset is determined to be $8,927.82[3], as stated in the Moses Declaration, while the value of the Vehicle is determined to be $19,146.00, as stated in the Proof of Claim 1 filed by Movant.

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 as Debtors and the estate have not maintained insurance on the Vehicle. 11 U.S.C. § 362(d)(1); Kathleen P. March, et al., California Practice Guide: Bankruptcy § 8:1390 (The Rutter Group 2018).

The court shall issue an order terminating and vacating the automatic stay to allow A-L Financial Corp., 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.

[3]The court notes that Movant's Proof of Claim 1 states a secured claim of $9,732.95, while the Moses Declaration states the balance on the claim is $8,927.82, a discrepancy of $805.13.

No other or additional relief is granted by the court.

COUNSEL FOR THE MOVANT SHALL LODGE AN APPROPRIATE ORDER WITHIN SEVEN (7) DAYS.

26.	18-23497-B-13 JSO-1	LANETTE LINDERMAN Jeffrey S. Ogilvie	MOTION TO CONFIRM PLAN 10-25-18 [26]

No Ruling

27. 15-29573-B-13 SAUNDRA BATTAGLIA
17-2091 BMV-7
BATTAGLIA V. THE BANK OF NEW YORK MELLON ET AL

MOTION TO COMPEL AND/OR MOTION FOR SANCTIONS
12-5-18 [164]

No Ruling