UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Sacramento, California

January 22, 109 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.	18-26801-D-13 RDG-1	JASON/JOSEPHINE COMBS	OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 12-21-18 [20]
2.	18-27004-D-13 HWW-1	MYRTIS MARTIN	MOTION TO CONFIRM PLAN 12-18-18 [20]

3. 18-20805-D-13 GRANT BROOKS
JCK-4

CONTINUED MOTION TO CONFIRM PLAN
10-8-18 [84]

Tentative ruling:

This is the debtor's motion to confirm an amended chapter 13 plan. Direct Capital Corporation ("Direct Capital") has filed opposition. A hearing was held and continued, and the debtor has since filed a declaration in reply to the opposition. For the following reasons, the motion will be denied.

The confirmation process has been delayed for almost a year by the debtor's ongoing state court battle with Direct Capital.[1] (This bankruptcy case was filed February 14, 2018.) The debtor's motion to confirm a first amended plan was denied on July 24, 2018, after two continuances, on the ground he had proposed a 38% plan based on a total of general unsecured claims that did not include Direct Capital's $74,060 claim, which was at that time (and is today) an allowed claim.[2] On October 8, 2018, the debtor filed this motion to confirm a second amended plan. So far as the court can tell, the only change on the face of the plan is that the debtor has added Direct Capital's claim to the total and now proposes a 23% plan. However, not only is the percentage return lower but so is the actual amount to be paid to unsecured creditors. That is, whereas in the first amended plan, the debtor proposed to pay 38% of $174,737, or $66,400, he now proposes to pay 23% of $248,797, or $57,223. The debtor has provided no explanation as to why, with the same plan payment and the same payments to secured creditors, the new plan will generate $9,177 less than the earlier one.

At the initial hearing on this motion, on November 27, 2018, Direct Capital's attorney advised the court the debtor's motion to vacate was still under submission, and the court continued the hearing to this date. However, the day before, November 26, apparently unbeknownst to the parties, the state court issued a minute order denying the debtor's motion to vacate. A week later, the debtor filed a motion for reconsideration, which is set for February 15, 2019 – a year and a day after the debtor filed this chapter 13 case. On December 26, 2018, the debtor filed a declaration advising this court of his motion for reconsideration, but adding, "It's in everyone's interest that my plan be confirmed, and money be disbursed to my creditors. This is my good faith and best efforts repayment plan." Debtor's Decl., DN 94, ¶ 8. In the court's view, it is in everyone's best interest that the court rule on this motion at this time. The court disagrees, however, with the debtor's conclusion that the plan meets the good faith and best efforts tests.[3]

Direct Capital contends the plan fails both tests. As to the latter, Direct Capital challenges nine different deductions on the debtor's Form 122C-2. The court will examine three of them in some detail. First, the debtor has deducted $748 per month as the "regular and necessary" expenses of his side business, Brooks Arms & Ammo, although he reports income of only $599 per month from the business, for a loss of $149. The debtor has testified several times he has conducted this business since 2009 and, based on his experience, he "fully expect[s] some positive funds that will help fund the plan and cover basic living expenses." Debtor's Decls., DNs 55, 58, 61, 64, ¶ 4 of each. Most recently, he testifies, "I've been involved in my business for a number of years, and I've traditionally made some profit. Such positive funds would make my plan that much more feasible." Debtor's Decl., DN 94, ¶ 4.

Yet the debtor also testifies his budget has not changed during the case, and thus, he has filed no amended Schedules I or J. According to the Current Monthly Income Details for the Debtor on his Form 122C-2, his income from the business for each of the six months prior to the filing was precisely $599, and according to his Statement of Financial Affairs, his income from the business in 2017 was $7,185, or $599 per month. The debtor's deduction of $149 in net loss from a business from which, if he is reporting accurately, he has received no net income in the past two years is not "necessary."[4]

Second, the debtor has deducted, as a payment on a secured debt, a $267 car payment for which he claims to be legally obligated but which his brother-in-law actually makes. As far as the debtor is concerned, this is a phantom expense. He did not, however, include as income, albeit phantom income, the $267 per month his brother-in-law actually pays. The debtor's current monthly income includes "any amount paid by any entity other than the debtor . . . on a regular basis for the household expenses of the debtor or the debtor's dependents . . . ." Bankruptcy Code § 101(10A)(B). True, the debtor's brother-in-law does not reside in the debtor's household, and thus, arguably, as to the debtor, the car payment is not a "household expense." But the notion that a debtor must include on the income side amounts paid by someone living in his household but not amounts paid by someone not living his household would defy one of the primary purposes of BAPCPA.

That is, it was not among the purposes of BAPCPA to allow a debtor to deprive his creditors of money someone else is actually spending, despite the fact that the debtor is contractually liable on the debt. Nor does the debtor's position comport with Yarnall v. Martinez (In re Martinez), 418 B.R. 347, 353 (9th Cir. BAP 2009) (debtor may not deduct payment he will not actually be making because he is stripping off the lien based on the value of the creditor's collateral, even though he is contractually liable on the debt). "Phantom payments cannot be necessary." Id. The court concludes that the debtor may not deduct a car payment he does not actually make, unless he offsets it on the income side of the equation by the corresponding amount paid by the third party. See In re Coverstone, 461 B.R. 629, 634 (Bankr. D. Idaho 2011) ["Inclusion of these payments is consistent with the congressional goal of 'ensur[ing] that debtors who can pay creditors do pay them.'"].[5] The debtor's doggedness in maintaining these two inappropriate deductions – the car payment and his side business' net loss – in the face of two objections by Direct Capital, and without any analysis or authority, undercuts the notion that the debtor has proposed this plan in good faith, an issue on which the debtor has the burden of proof.

Against this backdrop, the court considers Direct Capital's objection to the debtor's claim of a household of four for purposes of the deductions based on the National and Local Standards, a claim that makes the most difference in this case, in terms of dollar amount, to the disposable income test. The debtor is an above-median income debtor by a large measure. He is a deputy district attorney for San Joaquin County earning $13,118 per month, or $157,416 per year, when this case was filed, a year ago.[6] The debtor testified in support of his first amended plan he was supporting his 25-year old daughter, 29-year old son-in-law, and 54-year old girlfriend, who contributed nothing to the household income. The debtor described his daughter and son-in-law as full-time students and his girlfriend as unemployed. He testified all of them lived with him full-time as members of his household; that all had gross income of less than $ 4,050; and that he, the debtor, provided substantially more than half of their total yearly support.[7]

First, the debtor's testimony about these three adults' income and his

daughter's and son-in-law's status as full-time students is inadmissible as hearsay, without foundation, and conclusory, and there is no admissible evidence to support the debtor's inclusion of them as comprising a household of four. Second, the debtor has submitted no legal authority for his position. Apparently, he believes the above allegations are sufficient to show each qualifies as a "dependent" under federal tax law, and therefore, each is a dependent member of his household for purposes of the means test. The debtor has provided no authority for the proposition, essential to his position, that a child who is over the age limit for a "qualifying child," under the Tax Code, may simply slide into the category of a "qualifying relative." In the court's view, if the debtor were correct, the Tax Code's definition of a "dependent child" would be meaningless, as all children, regardless of age, would fall within the definition of a "dependent relative."

"Dependent" is not defined in the Bankruptcy Code, but post-BAPCPA, because "the IRS National and Local Standards determine the allowable expenses for above-median-income debtors, it is logical to follow the Internal Revenue Code definition of 'dependent.'" In re Uedoi, 2017 Bankr. LEXIS 1021, *4 (Bankr. D. Hawaii April 12, 2017). "Dependent" is defined in the Internal Revenue Code as "a qualifying child or a qualifying relative." § 152(a).[8] A "qualifying child" is subject to an age limitation: to qualify, the child must be under 19 years old as of the close of the calendar year in which the taxable year of the taxpayer begins, or must be a student who is under 24 years old. § 152(c)(A). In this case, the debtor's daughter was 25 when the debtor commenced this case, on February 14, 2018, and thus, was not under 24 at any time in 2018 and is not a "qualifying child." A son-in-law does not fall within the relationship test for a "qualifying child."

The debtor, however, apparently considers his daughter and son-in-law, as well as his girlfriend, to be "qualifying relatives." A "qualifying relative" is an individual–

> (A) who bears a relationship to the taxpayer described in paragraph (2) [see below],
>
> (B) whose gross income for the calendar year in which such taxable year begins is less than the exemption amount (as defined in section 151(d)),
>
> (C) with respect to whom the taxpayer provides over one-half of the individual's support for the calendar year in which such taxable year begins, and
>
> (D) who is not a qualifying child of such taxpayer or of any other taxpayer for any taxable year beginning in the calendar year in which such taxable year begins.

§ 152(d)(1). The "relationship" referred to above includes a large number of categories of individuals commonly viewed as one's "relatives," including a child and a son-in-law. It also includes an individual other than the taxpayer's spouse who "has the same principal place of abode as the taxpayer and is a member of the taxpayer's household." § 152(d)(2)(H).

Under the debtor's theory, a child of the debtor who is over the age limit for a "qualifying child" will instead simply fall into the "qualifying relative" definition. In that case, the definition of a "qualifying relative" appears to swallow the definition of a "qualifying child" when it comes to the debtor's child, whatever his or her age, thereby rendering the definition of a "qualifying child"

meaningless. The debtor has provided neither a careful (or any) parsing of the language, nor any case authority concerning the two definitions for income tax purposes, nor the legislative history of or case authority for the definition of "dependent" for purposes of the means test. The court has found no case law for the proposition that the Internal Revenue Code definition of a "dependent" must control for purposes of the means test (although it may seem logical), or the proposition that a child who is over the age limit for a "qualifying child" is necessarily a "qualifying relative." In fact, Uedoi suggests the opposite. In that case, the debtors' children were found to be not "qualifying children" (2017 Bankr. LEXIS 1021 at *4-5), and the debtor was therefore not permitted to claim them as dependents for purposes of her means test. Id.

The debtor's approach does not appear to be supported by existing case law. See, e.g., In re Harris, 415 B.R. 756, 759-62 (Bankr. E.D. Cal. 2009); In re O'Connor, 2008 Bankr. LEXIS 3629, *27, 2008 WL 4516374 (Bankr. D. Mont. 2008); In re Featherston, 2007 Bankr. LEXIS 4578, *33-38, 2007 WL 2898705 (Bankr. D. Mont. 2007). Nor does it take into account the Bankruptcy Appellate Panel's holdings in American Express Bank, FSB v. Smith (In re Smith), 418 B.R. 359, 368-70 (9th Cir. BAP 2009) and Martinez, 418 B.R. at 355. "Both hold that subsections 1325(b)(2) and (b)(3) must be read sequentially in a two-part inquiry. Each proposed means test deduction must first be reasonably necessary to a debtor's and/or dependant's maintenance and support. Only then should the court look to § 707(b)(2) and its sub-parts to determine the proper amount of the deduction." Harris, 415 B.R. at 760. Here, there is no evidence it is reasonably necessary for the debtor to provide the overwhelming majority of the support for three apparently able-bodied adults.

Finally, it is difficult to reconcile the debtor's definition of a "dependent" as including 25-, 29-, and 54-year old adults who, apparently, simply choose not to work with the underlying purpose of BAPCPA to make debtors who can afford to pay their creditors actually pay them. The court notes that the debtor's most recent declaration refers to the three individuals as having lived with him at the time of filing, to them as having been full-time students and unemployed, and to him as having provided over half their support. If these individuals have left the debtor's household, and if it was expected at the time the case was filed they would do so within the plan term, the Lanning decision may be in play. See Hamilton v. Lanning, 560 U.S. 505, 509 (2010). The debtor has addressed none of these issues.

To be clear, the court is not determining the debtor may not assert a household size of four or three or two. The court is determining he has not met his burden of demonstrating that a household size of four and the expense deductions based on it are permissible under applicable law, and therefore, his burden of demonstrating that the proposed plan meets the disposable income test. Changes based on household size, together with disallowing the debtor's deductions for his business' net loss and the car payment his brother-in-law makes may well mean the proposed plan does not meet the disposable income test, and the court therefore need not consider the other six categories challenged by Direct Capital at this time.

The court will hear the matter.

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1 Once the court was made aware the state court action was stayed by the automatic stay, it lifted the stay to allow the action to proceed.

2 The continuances were based on the debtor's premise that the state court had before it a motion to vacate an earlier order that, if granted, would render

Direct Capital not a creditor of the debtor, in which case Direct Capital would have no standing to oppose the motion to confirm a plan. Today, 14 months after the motion to vacate was filed, it has been ruled on, but not to the debtor's satisfaction, as discussed below.

3 The court will refer to the best efforts test as the disposable income test.

4 The debtor deducted the $748 in business expenses as a "special circumstance" expense for which he has "no reasonable alternative," according to the requirements of Form 122C-2, a conclusion the court rejects. The form also required the debtor to provide the trustee with documentation of the expenses; there is no suggestion he has done so.

5 The debtor would not have been permitted to deduct this car payment as a vehicle ownership expense because he had already deducted two car payments, $328 for a 2014 Fiat 500 with 24,000 miles and $438 for a 1971 Rolls Royce Silver Shadow with 84,000 miles, and the form, by its terms, prohibited him from claiming (1) more than two vehicle ownership expenses, or (2) a vehicle ownership expense for which he does not actually make the payment.

6 By contrast, for a household of four, as the debtor claims, the median-family income in California at the time the debtor filed his petition was $89,444; for a household of three, $77,412; for a household of two, $71,636; and for a household of one, $53,644.

7 There is a question as to whether the "son-in-law" was or is actually married to the debtor's daughter. On his Schedule J, filed early on in the case, the debtor listed his daughter and "son-in-law" but on declarations filed July 4 and July 6, 2018 (DN 55 and 61), he described his daughter and "son-in-law to be." In his most recent declaration, filed December 26, 2018 (DN 94), they are described simply as "the three individuals living with me."

8 This and subsequent statutory references, except in the quotation from Harris below, are to the Internal Revenue Code, 26 U.S.C. §§ 1, et seq.

4.	17-20211-D-13 JCK-7	ROBERT/CYNTHIA RANGEL	CONTINUED MOTION TO MODIFY PLAN 10-17-18 [98]

5.	18-27013-D-13 RDG-1	MANUEL TORRES AND SONIA MIRANDA	OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 12-21-18 [15]

Final ruling:

This case was converted to a case under Chapter 7 on January 14, 2019. As a result the objection will be overruled by minute order as moot. No appearance is necessary.

6. 15-26516-D-13 DONALD/SANDRA BOSSE MOTION TO MODIFY PLAN
JCK-1 11-19-18 [27]

7. 12-39518-D-13 GINA/RANDY ORTEGA MOTION FOR ENTRY OF DEFAULT
18-2169 CLH-1 JUDGMENT
ORTEGA ET AL V. JP MORGAN 12-18-18 [13]
CHASE BANK, N.A.

Final ruling:

This is the motion of the plaintiffs, who are also the debtors in the chapter 13 case underlying this adversary proceeding (the "debtors"), for entry of a default judgment against the defendant, JPMorgan Chase Bank, N.A. (the "Bank"). The Bank has not filed opposition.

The debtors have amply demonstrated the Bank failed to reconvey its deed of trust against their residence, which deed of trust was determined in the underlying chapter 13 case to have a value of $0, until five and a half months after the debtors' chapter 13 discharge was issued. The deed of reconveyance was recorded five weeks after the debtors' counsel reminded the Bank of its obligation to do that, by letter dated August 27, 2018 to the address on the Bank's proof of claim and to the two law firms that had separately requested special notice on the Bank's behalf during the chapter 13 case. By October 11, the debtors' attorney had not heard back from the Bank and the debtors commenced this adversary proceeding, seeking a judgment quieting title to the property and declaring the Bank's deed of trust void and unenforceable. The debtors also sought an award of attorney's fees.

On October 3, 2018, the Bank had finally recorded a deed of reconveyance, but did not so notify the debtors' counsel until November 5, 2018, three weeks after the adversary complaint was filed. The Bank failed to respond to the complaint on time, or at all, and its default has been entered.

By the present motion, the debtors seek an award of attorney's fees of $2,506.31 plus the cost of reopening the chapter 13 case, $235, both under Cal. Civ. Code §§ 1717 and 2941(d), plus a statutory penalty of $500 under § 2941(d), for a total of $3,241.31. (The other relief requested in the complaint has been rendered moot by the recording of the deed of reconveyance.) The court finds language in the Bank's deed of trust and promissory note supporting the application of § 1717 to this situation. In addition, § 2941(d) applies, providing that one who violates the obligation to timely record a deed of reconveyance is liable to the person affected by the violation for all damages the person may sustain by reason of the violation, plus a penalty of $500. Accordingly, the motion will be granted and reasonable attorney's fees, costs, and the penalty will be awarded. The amount of fees requested does not appear unreasonable on its face, but the debtors' counsel will nevertheless need to submit a copy of his time sheets authenticated by his declaration. The court will grant the motion by minute order and the moving party is to submit an appropriate form of judgment. No appearance is necessary.

8. 18-26721-D-13 RDG-2 — KEITH JOHNSTON — OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 12-21-18 [28]

9. 18-26522-D-13 RDG-3 — ALICIA BROWN-RILEY — OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS 12-4-18 [25]

Final ruling:

The matter is resolved without oral argument. The court's record indicates that no timely opposition/response has been filed and the trustee's objection to the debtors' claim of exemptions is supported by the record. The court will issue a minute order sustaining the trustee's objection to debtor's claim of exemptions. No appearance is necessary.

10. 18-26123-D-13 RDG-1 — TIMOTHY GARRY — CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE RUSSELL D. GREER 11-19-18 [14]

11. 18-22825-D-13 GMW-2 — PIERRE CHAHOUD AND SUZAN AKHNANA — MOTION TO CONFIRM PLAN 11-9-18 [109]

Final ruling:

This is the debtors' motion to confirm an amended chapter 13 plan. The motion will be denied because the moving parties failed to serve the California Department of Tax and Fee Administration, which, according to the debtors' schedules, holds a priority claim for $5,000 plus general unsecured claims totaling $47,686, which is half in amount of the debtors' general unsecured debts, at its address on the Roster of Governmental Agencies, as required by LBR 2002-1(b). The moving parties failed to use the correct address on their master address list, as required by the same rule, and thus, this creditor has never received notice of this case at the address it chose for the roster. The court pointed out this service defect in a ruling on the moving parties' earlier motion to confirm a plan but it has not been corrected.

As a result of this service defect, the motion will be denied and the court need not address the issues raised by the trustee at this time. The motion will be denied by minute order. No appearance is necessary.

12. 15-29426-D-13 DANIEL/NORA OMALZA — MOTION TO MODIFY PLAN
TBK-4 — 12-13-18 [98]

13. 14-32330-D-13 MARY-ANNE MALOY — MOTION TO MODIFY PLAN
JCK-4 — 12-13-18 [48]

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 referenced in LBR 3015-1(e). The order is to be signed by the Chapter 13 trustee approving its form prior to the order being submitted to the court.

14. 18-26931-D-13 ERNEST BEZLEY — OBJECTION TO CONFIRMATION OF
NAR-2 — PLAN BY JOY LYNETTE WORKMAN
12-27-18 [28]

15. 18-26931-D-13 ERNEST BEZLEY — OBJECTION TO CONFIRMATION OF
RDG-1 — PLAN BY RUSSELL D. GREER
12-21-18 [21]

16. 14-31634-D-13 WILLARD/PATRICIA MAYNARD MOTION TO INCUR DEBT
JCK-6 12-18-18 [84]

17. 18-26035-D-13 JAVIER/CAROLINA ZEGARRA MOTION TO CONFIRM PLAN
LLR-1 11-29-18 [18]

Final ruling:

This is the debtors' motion to confirm an amended chapter 13 plan. The motion will be denied because, with two exceptions, the moving parties failed to serve any of the creditors filing claims in this case at the addresses on their proofs of claim, as required by Fed. R. Bankr. P. 2002(g). (There have been 20 proofs of claim filed.)

As a result of this service defect, the motion will be denied and the court need not reach the issues raised by the trustee at this time. The motion will be denied by minute order. No appearance is necessary.

18. 18-25040-D-13 CARLA HUNT MOTION TO CONFIRM PLAN
PGM-1 12-7-18 [52]

Tentative ruling:

This is the debtor's motion to confirm an amended chapter 13 plan. The motion will be denied because the plan provides for the secured claim of Capital One Auto Finance at $4,500 based on its alleged value, whereas this creditor has filed a claim for $8,697 secured and the debtor has not filed a motion to value collateral, as required by LBR 3015-1(i).

The court will hear the matter.

19. 18-22241-D-13 LEYNE FERNANDEZ MOTION TO CONFIRM PLAN
RS-4 11-27-18 [76]

20. 18-25343-D-13 LATASHA POWELL
HLG-1

MOTION TO CONFIRM PLAN
12-10-18 [26]

Tentative ruling:

This is the debtor's motion to confirm an amended chapter 13 plan. The motion will be denied because the moving party failed to serve all creditors, as required by Fed. R. Bankr. P. 2002(a)(9). The moving party failed to serve the creditor listed on her Schedule H as co-debtor on a $58,557 deficiency claim. Minimal research into the case law concerning § 101(5) and (10) of the Bankruptcy Code discloses an extremely broad interpretation of "creditor," certainly one that includes co-debtors of the debtor. In addition, the debtor failed to comply with Fed. R. Bankr. P. 1007(a)(1), which requires a debtor to include on his or her master address list the names and addresses of all parties included or to be included on his or her schedules, including Schedule H.

As a result of this service defect, the motion will be denied by minute order. Alternatively, the court will continue the hearing to allow the debtor to cure it.

21. 18-24845-D-13 VICTOR HERRADA
PGM-3

MOTION TO CONFIRM PLAN
12-7-18 [57]

Tentative ruling:

This is the debtor's motion to confirm an amended chapter 13 plan. The motion will be denied because the moving party failed to serve all creditors, as required by Fed. R. Bankr. P. 2002(a)(9). The moving party failed to serve the creditor listed on his Schedule H as co-debtor on the debtor's mortgage loan and a $36,031 debt to the San Joaquin County Tax Collector – Revenue & Recovery Division on account of an overpayment. Minimal research into the case law concerning § 101(5) and (10) of the Bankruptcy Code discloses an extremely broad interpretation of "creditor," certainly one that includes co-debtors of the debtor. In addition, the debtor failed to comply with Fed. R. Bankr. P. 1007(a)(1), which requires a debtor to include on his or her master address list the names and addresses of all parties included or to be included on his or her schedules, including Schedule H. Further, the debtor failed to serve the Franchise Tax Board at its address on the Roster of Governmental Agencies, as required by LBR 2002-1(b).

As a result of these service defects, the motion will be denied by minute order. Alternatively, the court will continue the hearing to allow the debtor to cure them.

22. 18-26546-D-13 FELICIA ANARO
RDG-3

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
12-4-18 [29]

Final ruling:

This case was dismissed on December 13, 2018. As a result the objection will be overruled by minute order as moot. No appearance is necessary.

23.	18-26850-D-13 AP-1	JACQUELINE MCCRAE	OBJECTION TO CONFIRMATION OF PLAN BY WELLS FARGO BANK, N.A. 12-26-18 [41]
24.	18-26850-D-13 RDG-2	JACQUELINE MCCRAE	OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 12-21-18 [38]
25.	18-26758-D-13 RDG-2	TERRY/JACQUELINE THOMAS	OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 12-21-18 [36]
26.	18-21661-D-13 CLH-4	GERARDO LARA AND NORMA CAMARENA	MOTION TO CONFIRM PLAN 12-3-18 [110]

27.	18-21661-D-13 HRH-1 BMO HARRIS BANK, N.A., VS.	GERARDO LARA AND NORMA CAMARENA	CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY 8-9-18 [57]
28.	18-24864-D-13 PGM-3	ERIC BARBARY AND MARIAN CORK-BARBARY	MOTION TO APPROVE LOAN MODIFICATION 12-16-18 [62]
29.	18-21972-D-13 MJH-2	THOMAS OGLE	MOTION TO MODIFY PLAN 11-27-18 [34]
30.	16-27973-D-13 AP-1 WELLS FARGO BANK, N.A., VS.	ROGER/MARIA GOMEZ	MOTION TO CONFIRM TERMINATION OR ABSENCE OF STAY AND/OR MOTION FOR RELIEF FROM AUTOMATIC STAY 12-17-18 [43]

Final ruling:

Creditor, Wells Fargo Bank, N.A., is scheduled as a Class 4 creditor to be paid outside the plan, and an order confirming the plan has been entered in this case. The plan contains the language "Entry of the confirmation order shall constitute an order modifying the automatic stay to allow the holder of a Class 4 secured claim to exercise its rights against its collateral in the event of a default under the terms of its loan or security documentation provided this case is pending under Chapter 13." If the debtors have defaulted under the plan, the stay has already been modified to allow this creditor to proceed with its rights against its collateral under the terms of the underlying loan and security documentation. Accordingly, the motion will be denied by minute order as unnecessary. No appearance is necessary.

31. 18-20878-D-13 MONICA HERRERA
PLC-5

MOTION TO CONFIRM PLAN
12-11-18 [84]

Final ruling:

This case was dismissed on January 2, 2019. As a result the motion will be denied by minute order as moot. No appearance is necessary.

32. 16-25588-D-13 DARREN BLAYLOCK
RPZ-1
DEUTSCHE BANK NATIONAL TRUST COMPANY, VS.

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
10-29-18 [34]

33. 18-26794-D-13 ANTONIO/FIDELIA JACQUEZ
DWE-1

OBJECTION TO CONFIRMATION OF PLAN BY M&T BANK
12-12-18 [14]

34. 18-26794-D-13 ANTONIO/FIDELIA JACQUEZ
RDG-1

OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER
12-21-18 [18]

35. 18-23696-D-13 JALEAIL NABIZADAH
CAS-1
FINANCIAL SERVICES VEHICLE TRUST VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY
12-20-18 [35]

Final ruling:

Pursuant to stipulation of the parties, the hearing on this motion is continued to February 12, 2019 at 10:00 a.m. No appearance is necessary on January 22, 2019.

36. 15-29426-D-13 DANIEL/NORA OMALZA
AP-1
WELLS FARG BANK, N.A. VS.

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
11-28-18 [91]

37. 18-26931-D-13 ERNEST BEZLEY
NAR-1
JOY WORKMAN VS.

CONTINUED MOTION FOR RELIEF FROM AUTOMATIC STAY
11-21-18 [12]

38. 18-26801-D-13 JASON/JOSEPHINE COMBS
ANF-1

OBJECTION TO CONFIRMATION OF PLAN BY BANK OF STOCKTON
1-9-19 [25]