

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Robert S. Bardwil  
Bankruptcy Judge  
Modesto, California

July 21, 2015 at 10:00 A.M.

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INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

1. Matters resolved without oral argument:

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

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

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

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

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

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1.	13-90205-D-13 MATTHEW/JOSIELYNN CRUDO	CONTINUED AMENDED MOTION TO
	PGM-9	MODIFY PLAN
		4-6-15 [181]

Tentative ruling:

This is the debtors' motion to confirm a modified chapter 13 plan. The trustee filed opposition, the debtors filed a reply, and the hearing was continued to allow the debtors to supplement the record, which they have done. For the following reasons, the motion will be denied.

The court once again - for the sixth time in this case - has occasion to question the debtors' good faith. Until recently, the debtors have been unusually high earners for bankruptcy debtors. Their combined take-home pay has increased during the two and one-half years the case has been pending from \$9,271 to \$10,894. Yet they came into this case proposing to pay a 1% dividend to their general unsecured creditors. Four times the trustee challenged the debtors' attempt to contribute between \$916 and \$1,060 per month to voluntary retirement plans, and four times the court agreed with the trustee. As the trustee objected and the court denied the debtors' motions to confirm a plan, they gradually increased the proposed dividend to 23%, then to 30%, then to 65%, and finally to 100%. In November of 2014, the debtors sought approval of a mortgage loan modification that would have

saved them \$1,060 per month. The trustee objected on the ground of lack of good faith and the court agreed, finding that the debtors had increased their household expenses by significant amounts, while also reporting much higher income, with an insufficient explanation of these changes. The debtors tried again and were able to obtain approval of the loan modification only by also filing a motion to modify their plan and agreeing at the hearing to increase their plan payment by \$1,000 over the amount they had proposed.

In March of 2015, the debtors filed the present motion in which they propose to reduce their plan payment from \$5,500 to \$2,800 for 11 months, increasing to \$4,800 for the next year and then to \$9,440 for the final year. They filed amended Schedules I and J showing debtor Matthew Crudo as having no income and joint debtor Josielynn Crudo as having gross income of \$14,466 per month, over \$5,000 more than she reported just four months earlier, \$9,287. In support of the plan, the debtors testified as follows:

We have had several changes/problems that have arose which now require us to further modify our Chapter 13 Plan. These factors include; immediate uncertainty in our company's future has given me reason to believe my job will no longer be secured once our ownership decides to sell. This has caused us to make a decision to get ahead of the game and begin seeking employment elsewhere, in order to gain the confidence we need to ensure we can fulfill our Chapter 13 obligations.

Debtor's Decl., filed March 27, 2015, at 1:19-25. The trustee objected that he could not determine whether the debtor had lost his job and if not, when he expected he would lose it. In a reply declaration, debtor Matthew Crudo testified the company he had been working for 18 years was being sold, and he had ended his employment effective March 31, 2015. He added he was seeking gainful employment but had been having stress issues from working long hours for 18 years and sacrificing time with his children. He is under a doctor's care and taking medication for his stress.

In a new declaration filed after the hearing was continued, debtor Matthew Crudo testifies he has negotiated a "retainer" with his former employer to provide "remote support/services" as needed in July, August, and September at \$2,000 per month for 30 hours plus \$66.67 per hour over and above 30 hours per month. He states the job is not permanent and there are no guarantees he will be able to work with this employer after September. What the court finds troubling is that the debtors have not proposed to pay any of Mr. Crudo's income into the plan, although even with deductions, the court would expect the debtors to have about \$1,500 per month in income not reported at the time they proposed the modified plan. (The new plan payment is proposed to be \$2,800 per month for 11 months, which is the debtors' monthly net income based on schedules showing income for Mrs. Crudo only, with no income for Mr. Crudo.)

On debtor Josielynn Crudo's side of the ledger, offsetting the \$5,179 increase in her gross income since November of 2014 are (1) increased tax withholdings; (2) a new \$1,445 "mandatory" retirement contribution; and (3) an increase in her "required" repayments of retirement loans from \$55 to \$516. The first of these would be expected; the latter two, absent any explanation, are signs that this plan has not been proposed in good faith. In the six Schedules I the debtors have filed in this case before this one, Mrs. Crudo has never shown a mandatory retirement contribution at all, only the voluntary contribution the trustee has so often had to object to. She is still working in the same position for the same employer she has

worked for at least the past 12 years;<sup>1</sup> no explanation has been suggested for this sudden \$1,445 mandatory contribution or the increase in the retirement loan repayment amount by almost \$500.

To conclude, it appears the debtors propose to retain at least \$3,500 per month for themselves - after deduction of taxes, insurance, the new retirement contribution and increased retirement loan repayment, their mortgage payment, and living expenses, while reducing their plan payment from \$5,500 to \$2,800 for the next 11 months. These figures, along with the debtors' history in this case starting with the 1% dividend they proposed at the outset, lead the court to conclude that the plan has not been proposed in good faith. Accordingly, the motion will be denied.

The court will hear the matter.

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1 All the Schedules I have shown the joint debtor as employed in her current position for 10 years. This is because the debtors have not updated the "how long employed" information as they have filed amended schedules.

2. 14-90915-D-13 MERCEDITA TALAROC  
MC-1

MOTION TO AVOID LIEN OF  
SPRINGLEAF FINANCIAL SERVICES,  
INC.  
6-13-15 [27]

Final ruling:

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. The court finds the judicial lien described in the motion impairs an exemption to which the debtor is entitled. As a result, the court will grant the debtor's motion to avoid the lien. Moving party is to submit an appropriate order. No appearance is necessary.

3. 12-93216-D-13 DEANNA DUNN  
SDM-5

MOTION TO REFINANCE  
6-23-15 [73]

Final ruling:

This is the debtor's motion for approval of a mortgage loan refinance. The motion will be denied for the following reasons. First, there appears to be a section of the motion missing. Page 2 concludes with a complete sentence whereas page 3 begins in the middle of a sentence. The court cannot determine what it is that "will bring the payment back to the original Chapter 13 Plan Payment." Mot. at 3:1-2. Second, the notice of hearing does not comply with the court's local rules. The notice states, first, that if you do not want the court to issue the Loan Refinance, or if you want the Court to consider your views, "you or your attorney shall present the opposition on hearing on the motion. Set on July 21, 2015. When fewer than twenty-eight (28) days' notice of a hearing is given, no party-in-interest shall be required to file written opposition to the motion." Notice, at 1:25-2:3.

However, the notice also states, "You must also mail a copy of your response to the Debtor's attorney at the address on the first page of this Motion as well as [the trustee and the United States Trustee]." Id. at 2:8-10. The notice concludes with this admonition: "If you or your attorney do not take these steps, the Court may decide that you do not oppose this action and may grant the Motion, without even conducting an actual hearing." Id. at 2:14-15. The purported requirement to mail written opposition is not required by the local rules for a motion brought under LBR 9014-1(f)(2), and the admonition that the court may grant the motion "without even conducting an actual hearing" is plainly inaccurate. This requirement and admonition may well have discouraged potential respondents from appearing at the hearing, and should not have been included in the notice.

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

4. 15-90018-D-13 KEVIN MIXON  
RDW-1

MOTION FOR RELIEF FROM  
AUTOMATIC STAY AND/OR MOTION  
FOR ADEQUATE PROTECTION  
6-19-15 [46]

CAM IX TRUST VS.

**Final ruling:**

This case was dismissed on July 8, 2015. As a result the motion will be denied by minute order as moot. No appearance is necessary.

5. 15-90418-D-13 CHRISTOPHER/MARY DAVIS  
JAD-1

MOTION TO AVOID LIEN OF  
CITIBANK, N.A.  
6-15-15 [19]

**Final ruling:**

This is the debtors' motion to avoid a judicial lien held by Citibank, N.A. (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), as required by Fed. R. Bankr. P. 9014(b). The moving parties served the Bank (1) as "Citibank, Citicorp Credit Srvs/Centralized Bankrup"; (2) through the attorneys who obtained the Bank's abstract of judgment; and (3) by certified mail to the attention of an officer, managing or general agent. The first method was insufficient because service on an FDIC-insured institution must be made to the attention of an officer, not to a credit services or bankruptcy department, and must be by certified mail. Rule 7004(h). The second method was insufficient because service on an FDIC-insured institution must be made to the attention of an officer, not an attorney or even an agent for service of process; further, there is no evidence the attorney who obtained the abstract of judgment is authorized to receive service of process on behalf of the Bank in bankruptcy contested matters pursuant to Fed. R. Bankr. P. 7004(h) and 9014(b). See In re Villar, 317 B.R. 88, 93 (9th Cir. BAP 2004).

The third method was insufficient because, whereas a non-FDIC insured corporation, partnership, or other unincorporated association must be served to the attention of an officer, managing or general agent, or agent for service of process

(Fed. R. Bankr. P. 7004(b)(3)), an FDIC-insured institution must be served to the attention of an officer and only an officer. Fed. R. Bankr. P. 7004(h). If service on an FDIC-insured institution to the attention of an officer, managing or general agent were sufficient, the distinction between the two rules would be superfluous.

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

6. 15-90418-D-13 CHRISTOPHER/MARY DAVIS  
JAD-2

MOTION TO AVOID LIEN OF CAPITAL  
ONE BANK (USA), N.A.  
6-15-15 [24]

Final ruling:

This is the debtors' motion to avoid a judicial lien held by Capital One Bank (USA), N.A. (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), as required by Fed. R. Bankr. P. 9014(b). The moving parties served the Bank (1) at a post office box address with no attention line; (2) through the attorneys who obtained the Bank's abstract of judgment; and (3) by certified mail to the attention of an officer, managing or general agent. The first method was insufficient because service on an FDIC-insured institution must be made to the attention of an officer, whereas here, there was no attention line, and must be by certified mail. Rule 7004(h). The second method was insufficient because service on an FDIC-insured institution must be made to the attention of an officer, not an attorney or even an agent for service of process; further, there is no evidence the attorney who obtained the abstract of judgment is authorized to receive service of process on behalf of the Bank in bankruptcy contested matters pursuant to Fed. R. Bankr. P. 7004(h) and 9014(b). See In re Villar, 317 B.R. 88, 93 (9th Cir. BAP 2004).

The third method was insufficient because, whereas a non-FDIC insured corporation, partnership, or other unincorporated association must be served to the attention of an officer, managing or general agent, or agent for service of process (Fed. R. Bankr. P. 7004(b)(3)), an FDIC-insured institution must be served to the attention of an officer and only an officer. Fed. R. Bankr. P. 7004(h). If service on an FDIC-insured institution to the attention of an officer, managing or general agent were sufficient, the distinction between the two rules would be superfluous.

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

7. 10-90523-D-13 DAVID/JOSEPHINE RANEY  
JDP-1

MOTION TO VALUE COLLATERAL OF  
UMPQUA BANK  
6-25-15 [49]

8. 10-90523-D-13 DAVID/JOSEPHINE RANEY MOTION TO VALUE COLLATERAL OF  
JDP-2 UMPQUA BANK  
6-25-15 [53]

9. 14-91034-D-13 THOMAS/RENEE SMITH MOTION TO CONFIRM PLAN  
LBG-102 5-13-15 [78]

10. 13-90839-D-13 ADAM/AMANDA WALLACE MOTION TO MODIFY PLAN  
JAD-1 6-5-15 [26]

**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.

11. 13-92142-D-13 JAMES/CHRISTINA AZEVEDO MOTION TO MODIFY PLAN  
SDM-2 6-3-15 [51]

12. 11-92744-D-13 JOSE/CORA PEREZ  
BSH-5

CONTINUED MOTION TO MODIFY PLAN  
3-11-15 [115]

13. 15-90147-D-13 PHINAS HATTON  
BHT-1

CONTINUED OBJECTION TO  
CONFIRMATION OF PLAN BY  
VENTURES TRUST 2013-I-H-R  
5-14-15 [26]

14. 15-90248-D-13 JOHN DELAO AND  
BF-5 ALEXANDRINA BARRERA

CONTINUED OBJECTION TO  
CONFIRMATION OF PLAN BY BANK OF  
AMERICA, N.A.  
5-6-15 [20]

**Tentative ruling:**

This is the objection of Bank of America (the "Bank") to confirmation of the debtors' proposed chapter 13 plan. The debtors filed opposition and the hearing was continued. For the following reasons, the court intends to sustain the objection.

The Bank objected on the ground the plan does not provide for pre-petition arrears due the Bank, \$2,412.47. Instead, the plan provides for the Bank in Class 4 to be paid directly. In opposition, the debtors filed a declaration stating they have made all required mortgage payments owed to the Bank. They also filed copies of mortgage statements they claim show them to be current as of the date this case was filed, March 13, 2015. The monthly statements do not support this conclusion; they support the conclusion that the debtors did not make their March 2015 payment.

The debtors submitted their mortgage statements for March, April, and May 2015. The March statement, which is dated February 27, shows a "Total amount due" of \$1,543.95, consisting of the regular monthly payment, \$1,359.27, plus \$184.68 in "overdue payments, fees, and charges." The April statement, dated March 16, shows no "Transaction activity" except a \$30 payoff service fee; in addition, under "Past payments breakdown," the statement shows the amount "paid since last statement" as \$0. The May statement, dated April 16, shows only a single payment received since the last statement, \$1,359.27, which was the regular monthly payment for April. The

debtors have included a receipt for a payment made May 2 in the amount of \$1,254.74, which was the regular monthly payment for May. Thus, the mortgage statements and receipt show the debtors made their payments for April and May, but not for March.

At the time this objection was filed and when the debtors filed their opposing declaration, the Bank had not yet filed a proof of claim. The Bank has now filed a proof of claim that includes pre-petition arrears of \$2,412.47, the same amount the Bank showed in its objection to confirmation. Attachments to the proof of claim show that the total is made up of (1) the regular monthly payment for March, \$1,359.27; (2) \$184.68 in past-due late charges; (3) a payoff service fee of \$30; and (4) an escrow shortage of \$838.52. In support of the claimed escrow shortage, the Bank attached to its proof of claim (and the debtors filed as an exhibit to this objection) an escrow account analysis dated March 19, 2015 that shows the figure \$838.52 as a "Misc. posting." The court is unable to determine what "Misc. posting" means or why the Bank shows it as an escrow account shortage, but the court is not called upon at this time to determine the correct amount of the claim, only to determine whether the debtors' plan should be confirmed. As it appears the debtors failed to make their March payment, and as the plan provides for no pre-petition arrears, the objection will be sustained.

The court will hear the matter.

15. 13-92052-D-13 RALPH KLAUSER  
MRP-4

MOTION TO MODIFY PLAN  
5-29-15 [75]

16. 15-90566-D-13 HUGH/PENNY BRENNAN  
JGL-1

MOTION FOR TURNOVER AND/OR  
MOTION FOR SANCTIONS  
6-25-15 [12]

17. 14-91471-D-13 MORIS/KATRINE KOOCHOF  
BSH-3

MOTION TO CONFIRM PLAN  
5-22-15 [54]

**Final ruling:**

This is the debtor's motion to confirm a third amended plan. The motion will be denied for the following reasons. First, the proof of service states that the moving parties served their second amended plan, motion to confirm their second amended plan, notice of hearing on and declaration supporting their second amended plan. The second amended plan was filed May 19, 2015 and the motion to confirm it was withdrawn on May 22, 2015, at the same time as this motion to confirm the third amended plan was filed. Second, the notice of hearing gives the hearing date as July 21, 2015 in the caption but April 7, 2015 in the text. Third, the moving parties failed to serve Elan Financial Service, which is listed on their Schedule F as their largest unsecured creditor, at all. Thus, the moving parties have not complied with Fed. R. Bankr. P. 2002(b), which requires service on all creditors. Fourth, the moving parties failed to serve the U.S. Dept. of Education at its address on the Roster of Governmental Agencies, as required by LBR 2002-1.

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

18. 11-92572-D-13 ERNEST/BARBARA CHISLEY  
RLF-2

MOTION TO MODIFY PLAN  
6-4-15 [53]

**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.

19. 10-90773-D-13 ADRIAN/MELISSA KOLE  
JDP-1

MOTION TO VALUE COLLATERAL OF  
THE GOLDEN 1 CREDIT UNION  
6-25-15 [51]

20. 15-90073-D-13 RAYMOND STARK  
EWG-2

MOTION TO CONFIRM PLAN  
5-29-15 [44]

21. 15-90181-D-13 STANLEY/ROSEMARIE JONES  
DCJ-1

MOTION TO CONFIRM PLAN  
6-9-15 [34]

22. 15-90388-D-13 JOSEPH SHAW AND MARY  
RDG-2 INDERBITZIN-SHAW

OBJECTION TO DEBTORS' CLAIM OF  
EXEMPTIONS  
6-12-15 [21]

**Final ruling:**

This is the trustee's objection to the debtors' claim of exemptions. On July 8, 2015, the debtors filed an amended claim of exemptions. As a result of the filing of the amended claim of exemptions, the objection is moot. The objection will be overruled as moot by minute order. No appearance is necessary.

23. 15-90393-D-13 SALVADOR JIMENEZ AND  
MHL-1 DOREHIDY MENDOZA

MOTION TO AVOID LIEN OF KEYBANK  
USA  
6-9-15 [19]

**Final ruling:**

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion is supported by the record. The court finds the judicial lien described in the motion impairs an exemption to which the debtors are entitled. As a result, the court will grant the debtors' motion to avoid the lien. Moving party is to submit an appropriate order. No appearance is necessary.

24. 13-91898-D-13 ROY/DORENE CORSON  
BSH-2

MOTION TO MODIFY PLAN  
5-18-15 [30]

25. 13-91898-D-13 ROY/DORENE CORSON  
BSH-3

MOTION TO APPROVE LOAN  
MODIFICATION  
5-23-15 [35]

**Final ruling:**

The matter is resolved without oral argument. The court's records indicate that no timely opposition has been filed and the relief requested in the motion to approve loan modification is supported by the record. As such the court will grant the motion to approve loan modification by minute order. No appearance is necessary.

26. 15-90206-D-13 KATRINA CHANDLER  
EWG-1

CONTINUED MOTION TO VALUE  
COLLATERAL OF TOYOTA MOTOR  
CREDIT COMPANY  
4-24-15 [27]

**Tentative ruling:**

This is the debtor's motion to value collateral of Toyota Motor Credit, a 2009 Toyota Rav 4 Limited, at \$10,206. Toyota has filed opposition and the hearing has been continued twice to permit the debtor to file supplemental evidence, which she has failed to do. For the following reasons, the motion will be denied.

The debtor's only evidence in support of the motion is the her declaration, in which she testifies that she is of the opinion that the value of the vehicle is \$10,206. She adds: "My opinion stated herein is based upon my personal knowledge of the value of sedans based on today's market and valuations found online." K. Chandler Decl., at 1:25-27. In contrast, Toyota has submitted a Lending/Suggested Retail Breakdown from Kelley Blue Book showing a lending/suggested retail value of \$15,467 for a vehicle similar to the debtor's.

Pursuant to § 506(a)(2) of the Bankruptcy Code, a secured claim is to be valued based on the replacement value of the collateral securing the claim. For property acquired for personal, family, or household purposes, "replacement value" means the price a retail merchant would charge for property of the same kind considering the age and condition of the debtor's property. Here, the debtor has failed to submit evidence of the vehicle's replacement value. Further, the debtor testifies that her opinion is based on valuations found online, which is hearsay testimony, and on the value of sedans based on today's market, which is a fact of a type reasonably relied on by experts in the field of vehicle appraisals, whereas the debtor has not shown she is qualified as an expert.

An owner of property may testify to his or her opinion of the value of that property, with limitations:

If testifying under [Fed. R. Evid.] 701, the owner may merely give his opinion based on his personal familiarity [with] the property, often based to a great extent on what he paid for the property. On the other hand, if he is truly an expert qualified under the terms of Rule 702 "by knowledge, skill, experience, training or education . . .," then he may also rely on and testify as to facts "of a type reasonably relied upon by experts in the particular field in forming opinions or inferences upon the subject . . ." pursuant to Rule 703. For example, the average debtor-homeowner who testifies in opposition to a motion for relief from the § 362 automatic stay should be limited to giving his opinion as to the value of his home, but should not be allowed to testify concerning what others have told him concerning the value of his or comparable properties unless the debtor truly qualifies as an expert under Rule 702 such as being a real estate broker, etc.

2 Russell, Bankruptcy Evidence Manual § 701:2, pp. 784-85 (West 2012-2013 ed.).

As the debtor has provided no admissible evidence of the value of the vehicle and has made no attempt to demonstrate the replacement value of the vehicle, she has failed to satisfy her burden of proof, and the motion will be denied. In the alternative, the court will grant the motion in part and value the vehicle and Toyota's secured claim at \$15,467.

The court will hear the matter.

27. 10-91819-D-13 LEONARD/NORMA BUTLER  
JDP-1

MOTION TO VALUE COLLATERAL OF  
MERIWEST CREDIT UNION  
6-30-15 [52]

28. 15-90028-D-13 RAFAEL REYNA  
MLP-2

CONTINUED MOTION TO CONFIRM  
PLAN  
3-28-15 [51]

29.	15-90630-D-13	RANDY RAMIREZ RTD-1 PREMIER COMMUNITY CREDIT UNION VS.	MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR ADEQUATE PROTECTION 6-30-15 [9]
30.	15-90630-D-13	RANDY RAMIREZ EWG-1	MOTION FOR CONTEMPT 7-6-15 [21]
31.	15-90435-D-13	VIRGIL/DEBORAH BRANNON RDG-1	OBJECTION TO CONFIRMATION OF PLAN BY RUSSELL D. GREER 6-30-15 [20]
32.	11-91439-D-13	HARLEY/BRENDA WATERS JCK-8	MOTION TO INCUR DEBT 7-6-15 [99]

33. 12-90746-D-13 JEFFREY/RENEE BIXLER MOTION TO VALUE COLLATERAL OF  
JDP-1 CITIBANK, N.A.  
7-1-15 [70]
34. 15-90351-D-13 HENRY PEREZ MOTION TO VALUE COLLATERAL OF  
BSH-2 SANTANDER CONSUMER USA  
7-7-15 [21]
35. 10-91473-D-13 RYAN CUTHBERT AND JENELL MOTION TO VALUE COLLATERAL OF  
JDP-1 PONCABARE JP MORGAN CHASE BANK, N.A.  
7-1-15 [50]
36. 15-90181-D-13 STANLEY/ROSEMARIE JONES MOTION TO VALUE COLLATERAL OF  
DCJ-2 21ST MORTGAGE CORPORATION  
7-7-15 [43]

37. 15-90388-D-13 JOSEPH SHAW AND MARY  
RDG-1 Inderbitzin-Shaw  
CONTINUED OBJECTION TO  
CONFIRMATION OF PLAN BY RUSSELL  
D. GREER  
6-12-15 [18]
38. 10-91893-D-13 GERARDO/MONICA BRAVO  
JDP-1  
MOTION TO VALUE COLLATERAL OF  
CITIBANK, N.A.  
6-30-15 [41]
39. 10-91796-D-13 DENNIS/KATHY SIMPSON  
JDP-1  
MOTION TO VALUE COLLATERAL OF  
CITIZENS BANK, N.A.  
7-7-15 [82]