

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Robert S. Bardwil
Bankruptcy Judge
Sacramento, California

September 23, 2014 at 10:00 a.m.

INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

1. Matters resolved without oral argument:

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

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

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

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

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

1.	13-29403-D-13 TBK-3	SILHADI ALAMI	MOTION TO MODIFY PLAN 8-7-14 [58]
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2.	13-29403-D-13 TBK-4	SILHADI ALAMI	MOTION TO EXTEND TIME 8-7-14 [65]
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Tentative ruling:

This is the debtor's motion to allow the late filing of a proof of claim. The motion will be denied for the following reasons.

First, the moving party served only the trustee, the United States Trustee, and Trading Financial Credit, LLC ("Trading Financial"), the creditor for whom the debtor is seeking allowance of a late claim, and failed to serve any of the other creditors. As discussed below, the outcome of this motion will make a difference of 18% in the dividend to the remaining holders of allowed claims; thus, the motion should have been served on them.

Second, the motion is not supported by evidence sufficient to allow the court to determine that the moving party is entitled to the relief requested. The facts are these. The claims bar date in this case was November 26, 2013. Trading Financial, whom the debtor owes on a car loan, did not file a proof of claim by that date or at all. On February 28, 2014, the trustee filed his Notice of Filed Claims (the "Notice"), and served it on the debtor and his counsel, thereby notifying both that Trading Financial had not filed a proof of claim. The Notice also reminded the debtor and his counsel that the creditors' claims bar date had been November 26, 2013, and it advised them that the deadline for the debtor to file claims, pursuant to LBR 3004-1, would be April 29, 2014, two months after the date the Notice was served. The Notice advised the debtor and his counsel that the Notice was being served so they could determine whether to object to a claim, whether to file a claim for any creditor that had failed to file a claim, and whether the plan should be modified due to filed claims. It concluded with this caution: "NOTICE TO DEBTOR(S): FOR YOUR CASE TO BE SUCCESSFUL IT IS VERY IMPORTANT FOR YOU TO REVIEW THIS DOCUMENT WITH YOUR ATTORNEY."

The debtor did not file a proof of claim on behalf of Trading Financial by April 29, 2014. On August 7, 2014, more than three months after the deadline for the debtor to do so, the debtor's counsel filed a proof of claim for the debtor on behalf of Trading Financial. The claim is in the amount of \$1,450; the proof of claim states that the claim is secured by the debtor's 2001 Toyota Sequoia. The debtor's confirmed plan in this case provides for the claim in the same amount, with interest at 4.75%. Amortized over the plan term, 60 months, total principal and interest paid on the claim would amount to \$1,632. If the late claim is disallowed, that amount, \$1,632, will be available for general unsecured creditors, whose allowed claims total \$9,055. That would increase the dividend the debtor proposes to pay on those claims, 3%,¹ to 21%.

In support of this motion, Gabrielle Martinez, who is the Case Manager for this case in the office of the debtor's counsel, testifies: "In the months leading up to the Debtor's deadline to file a claim, our office underwent a significant change in staff, resulting in a back-log of work. Additionally, I had travelled between office locations to train new employees. Among the above changes, I errantly missed the deadline to file the claim on behalf of the creditor." G. Martinez Decl., filed Aug. 7, 2014, at 2:1-4. The debtor contends that (1) Fed. R. Bankr. P. 9006(b) (1) permits the court to allow a proof of claim filed by the debtor on behalf of a creditor, even where the debtor's original deadline has passed; and (2) Ms. Martinez' testimony demonstrates excusable neglect sufficient to permit the late filing of the proof of claim by the debtor.

The court need not determine whether the debtor's first argument is correct, because the court concludes the debtor has failed to make a showing of excusable neglect. To reach this result, the court need look no further than the United States Supreme Court's prominent decision on the subject, Pioneer Inv. Servs. v. Brunswick Assocs. Ltd. P'ship, 507 U.S. 380 (1993), where the Court listed the factors the court is to consider; namely, "the danger of prejudice to the debtor, the length of the delay and its potential impact on judicial proceedings, the reason

for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith." 507 U.S. at 395. The burden is on the debtor as the party seeking to demonstrate excusable neglect. Key Bar Invs. v. Cahn (In re Cahn), 188 B.R. 627, 631 (9th Cir. BAP 1995).

In considering whether a creditor's late-filed claim in a chapter 11 case would be allowed,² the Court took pains to emphasize that, for purposes of an excusable neglect analysis, the court should consider the conduct of both the claimant and his or her counsel, and that claimants will "be held accountable for the acts and omissions of their chosen counsel." Id. at 397. In that regard, the Court "[gave] little weight to the fact that counsel was experiencing upheaval in his law practice at the time of the bar date." Id. at 398. Instead, the Court determined that the "unusual" (id. at 399) form of the notice of the bar date in that particular case was insufficient: "We agree with the court [of appeals] that the 'peculiar and inconspicuous placement of the bar date in a notice regarding a creditors['] meeting,' without any indication of the significance of the bar date, left a 'dramatic ambiguity' in the notification." Id. at 398 (citation omitted).

In this case, the debtor and the debtor's attorney were both made aware of their deadline for filing proofs of claim on behalf of creditors who had not done so, and of the fact that Trading Financial had not filed a timely proof of claim. This court, by way of LBR 3004-1, has already extended a debtor's time for filing claims for creditors who have not done so by several months longer than the deadline provided by Rule 3004, which is 30 days after the creditors' claims bar date. Despite this extension provided for all chapter 13 debtors in this district, and despite their knowledge of the deadline and their knowledge that Trading Financial had not filed a proof of claim, neither the debtor nor his counsel followed the simple expedient of filing a proof of claim for Trading Financial. Instead, the debtor apparently chose to ignore the Notice entirely, including the all-caps caution that "for your case to be successful it is very important for you to review this document with your attorney." Instead, he apparently decided to rely on his counsel to do whatever needed to be done.

The debtor's counsel, in turn, relied on his Case Manager to review the Notice and prepare any necessary proofs of claim, at a time when the office was "under[going] a significant change in staff, resulting in a back-log of work"; at the same time, he apparently assigned additional training duties to that Case Manager. Moreover, the creditors' claims bar date was November 26, 2013; nothing prevented counsel or his Case Manager from checking the court's docket shortly after that date and filing a proof of claim on behalf of Trading Financial. That is, nothing required them to wait until they received the Notice and then, even later. Finally, there is no explanation why an additional three-month delay occurred before the debtor's claim on behalf of Trading Financial was finally filed. In all, if the debtor's bar date were computed solely according to Rule 3004, without the additional several months provided to debtors and their attorneys by LBR 3004-1, the debtor's claim would be over seven months late; including the additional time allowed by the local rule, it was over three months late.

The debtor emphasizes the "danger of prejudice to the debtor" factor, claiming his "fresh start" will be prejudiced if he is not allowed to pay this car loan through the plan. If that fact alone were sufficient, it would prevail in every situation where a debtor fails to file a claim on behalf of a creditor. The same may be said of the "good faith" factor. Taking both of those factors as weighing in the debtor's favor, the court concludes that the other factors addressed above outweigh those two factors, and in the circumstances, the debtor has not met his

burden of showing excusable neglect in his failure to timely file a proof of claim on behalf of Trading Financing. Accordingly, the motion will be denied.

The court will hear the matter.

1 The debtor's motion to confirm a plan proposing that dividend is Item 1 on this calendar.

2 In chapter 11 cases, unlike chapter 7 and 13 cases, a creditor may be permitted to file a late claim on a showing of excusable neglect. Compare Fed. R. Bankr. P. 9006(b)(1) and 3003(c)(3) with Fed. R. Bankr. P. 9006(b)(3) and 3002(c).

3. 12-28404-D-13 ANTONIO/NINA GUEBARA MOTION TO SELL
CLH-3 8-26-14 [37]

4. 09-34506-D-13 CHARLES/DARLENE MOTION TO MODIFY PLAN
MJH-2 KIRKPATRICK 8-1-14 [39]

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.

5. 14-26714-D-13 JOSE/DORA CERVANTES OBJECTION TO CONFIRMATION OF
RDG-1 PLAN BY RUSSELL D. GREER
8-26-14 [22]

6. 14-27016-D-13 GERARDO MARTINEZ OBJECTION TO CONFIRMATION OF
RDG-2 PLAN BY RUSSELL D. GREER
8-22-14 [28]

Final ruling:

This case was dismissed on August 27, 2014. As a result the objection will be overruled by minute order as moot. No appearance is necessary.

7. 14-27016-D-13 GERARDO MARTINEZ OBJECTION TO CONFIRMATION OF
RMD-1 PLAN BY NATIONSTAR MORTGAGE,
LLC
8-27-14 [35]

Final ruling:

This case was dismissed on August 27, 2014. As a result the objection will be overruled by minute order as moot. No appearance is necessary.

8. 14-25418-D-13 MICHAEL BONNER MOTION TO CONFIRM PLAN
KJL-2 8-6-14 [24]

9. 13-23023-D-13 RANDALL SHAREN BROCK MOTION TO MODIFY PLAN
MSM-1 8-7-14 [29]

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.

10. 14-26628-D-13 DALE/YVONNE WILD
RDG-2

OBJECTION TO DEBTOR'S CLAIM OF
EXEMPTIONS
8-11-14 [20]

Tentative ruling:

This is the trustee's objection to the debtors' claim of exemptions. The trustee objected on the ground that the debtors claimed exemptions under Cal. Code Civ. Proc. § 703.140(b)(1) and (b)(5) exceeding in value the aggregate amount that can be claimed under those subsections. The debtors' attorney filed amended schedules, including an amended Schedule C, on August 7, 2014. On the amended schedule, the total value of the assets claimed as exempt under § 703.140(b)(1) and (b)(5) is \$26,925, which is the aggregate amount permitted under those subsections.

However, the amended schedules were not filed under cover of an Amendment Cover Sheet, EDC Form 2-015, and were not otherwise verified by the debtors, as required by Fed. R. Bankr. P. 1008. (The declaration filed the same day, which is signed by one of the debtors and which explains the reason for the amended schedule, is not sufficient.) As a result, the amended Schedule C is ineffective to amend the original Schedule C, and is of no effect in the case. For this reason, the objection will be sustained.

The court will hear the matter.

11. 14-25132-D-13 KAREN CLEARY
RLG-2

MOTION TO CONFIRM PLAN
7-30-14 [27]

12. 14-26232-D-13 ADAM/SANDRA LEIGHTON
RDG-2

OBJECTION TO DEBTOR'S CLAIM OF
EXEMPTIONS
8-15-14 [38]

Final ruling:

The matter is resolved without oral argument. The court's record indicates that no timely opposition/response has been filed. The objection is supported by the record. The court will sustain the trustee's objection to the debtors' claim of exemptions. The trustee is to submit an appropriate order. No appearance is necessary.

13. 14-27834-D-13 DORELLE WYATT
JCK-1

MOTION TO VALUE COLLATERAL OF
FRANKLIN CREDIT MANAGEMENT
8-14-14 [9]

Final ruling:

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

14. 12-33940-D-13 JOHN/EVA PAYAN
JCK-3

MOTION TO INCUR DEBT
8-16-14 [38]

15. 14-28240-D-13 GLORIA ROBERTS-JENKINS
CLH-1

MOTION TO VALUE COLLATERAL OF
BANK OF AMERICA, N.A.
8-13-14 [9]

Final ruling:

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

16. 11-36742-D-13 MICHAEL/MARYANN FREDRIKS
JM-1

MOTION TO VALUE COLLATERAL OF
HSBC MORTGAGE SERVICES, INC.
8-6-14 [32]

Final ruling:

The matter is resolved without oral argument. This is the debtors' motion to value the secured claim of HSBC Mortgage Services at \$0.00, pursuant to § 506(a) of the Bankruptcy Code. The creditor's claim is secured by a junior deed of trust on the debtors' residence and the amount owed on the senior encumbrance exceeds the value of the real property. No timely opposition has been filed and the relief requested in the motion is supported by the record.

However, the court is not prepared to grant the motion at this time because the proof of service is not signed under oath, as required by 28 U.S.C. § 1746. The court will continue the hearing to October 7, 2014, at 10:00 a.m., to permit the moving parties to file a corrected proof of service. The hearing will be continued by minute order. No appearance is necessary on September 23, 2014.

17. 11-42047-D-13 GREGORY/JENNIFER SPEARS MOTION TO MODIFY PLAN
CLH-2 8-12-14 [41]

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.

18. 14-28148-D-13 CESAR/BETTY DEL ROSARIO MOTION TO VALUE COLLATERAL OF
JCK-1 WACHOVIA MORTGAGE/WORLD SAVINGS
AND LOAN/WELLS FARGO HOME
MORTGAGE
8-14-14 [8]

Final ruling:

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

19. 12-39151-D-13 CHERRY COLOMA MOTION TO MODIFY PLAN
JCK-4 8-11-14 [59]

20. 14-23451-D-13 ERNESTO/MARIA ORTEGA CONTINUED MOTION TO CONFIRM
TOG-4 PLAN
7-9-14 [34]

21. 14-25852-D-13 AUTUMN TINNEY
RDG-3

OBJECTION TO DEBTOR'S CLAIM OF
EXEMPTIONS
8-15-14 [26]

Final ruling:

This is the trustee's objection to the debtor's claim of exemptions. On August 25, 2014, the debtor filed an amended Schedule C. As a result of the filing of the amended Schedule C, the trustee's objection is moot. The objection will be overruled as moot by minute order. No appearance is necessary

22. 14-25359-D-13 LILLIAN GLEASON
RLG-2

MOTION TO CONFIRM PLAN
7-24-14 [35]

Final ruling:

This is the debtor's motion to confirm an amended chapter 13 plan. The motion will be denied because the "attached list" referred to in the proof of service is not attached; thus, the court cannot determine whether all required parties were served and at the correct addresses. In addition, the docket control number used on this motion is the same as the docket control number used for a different motion filed the day after this motion was filed. The moving party's counsel is referred to LBR 9014-1(c) for the correct procedure.

As a result of the above 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.

23. 14-26159-D-13 ELIZABETH MIDDLEKAUFF
RDG-2

CONTINUED OBJECTION TO
CONFIRMATION OF PLAN BY RUSSELL
D. GREER
7-26-14 [35]

24. 14-26159-D-13 ELIZABETH MIDDLEKAUFF
TJS-1

CONTINUED OBJECTION TO
CONFIRMATION OF PLAN BY
PENNYMAC HOLDINGS, LLC
7-28-14 [38]

25. 11-31064-D-13 DAVID REID AND TRACEY MOTION TO APPROVE SHORT SALE OF
RLB-7 BRADSHAW PROPERTY
8-25-14 [133]

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 short sale of property is supported by the record. As such the court will grant the motion to approve short sale of property pursuant to § 363(b) of the Bankruptcy Code. Moving party is to submit an appropriate order which has been signed by the trustee approving the form of the order. No appearance is necessary.

26. 14-27364-D-13 PONCIANO PALARUAN MOTION FOR RELIEF FROM
CJO-1 AUTOMATIC STAY
THE BANK OF NEW YORK MELLON 8-28-14 [14]
TRUST COMPANY, N.A. VS.

27. 14-26967-D-13 STEPHANIE ANIU MOTION TO VALUE COLLATERAL OF
DJC-1 AMERICAN HONDA FINANCE
CORPORATION
8-19-14 [32]

Tentative ruling:

This is the debtor's motion to value a 2010 Honda Civic, VIN number ending in 79626 (the "vehicle") pursuant to § 506(a) of the Bankruptcy Code. The vehicle is collateral for a debt owed by the debtor to American Honda Finance Corporation ("Honda"), which opposes the motion. For the reasons stated below, the court will grant the motion in part and value the vehicle at \$10,250.

In support of the motion, the debtor filed her own declaration, in which she gives the mileage on the vehicle, its condition, and its Kelley Blue Book private party value for a similar vehicle in fair condition, \$4,481. She states that her vehicle is in good condition, "free of any major defects but would need reconditioning if it were to be sold at retail." S. Aniu Decl., filed Aug. 19, 2014, at 2:5-6. She increases the value of her vehicle from its private party value in fair condition, \$4,481, to \$6,000, stating, "I believe and assert that the fair market value of the collateral is \$6,000.00. This value is even greater than \$4,481.00, which is the private party value of the vehicle, in fair condition." Id. at 2:11-13.

By contrast, Honda has submitted a printout from the NADA Used Car Guide, accompanied by a declaration of a Bankruptcy Specialist for the Bank, who testifies it has been the Bank's experience that the NADA "accurately estimates the value of

used motor vehicles." Declaration of Jamie Eacho, filed September 9, 2014, at 3:2-3. Thus, the Bank concludes the value of the vehicle should be determined to be \$10,250, which is the NADA's "clean retail" value for a vehicle of the same model, age, and mileage as the debtor's.

The standard the court is to use to value personal property acquired for personal, family, or household purposes is the property's "replacement value" as of the petition date, without deduction for costs of sale or marketing. § 506(a)(2). "Replacement value," in turn, is defined as "the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined." Id. Here, the debtor began with the KBB private party value, as opposed to the retail value. The KBB printout the debtor filed as an exhibit defines the private party value as "the starting point for negotiation of a used-car sale between a private buyer and seller." Debtor's Ex. A, p. 2. The debtor also started with the private party value for a vehicle in fair condition, whereas the debtor testified her vehicle is in good condition, although it would need to be reconditioned in order to be sold at retail. She does not explain why she began with a base value that does not reflect the appropriate standard under § 506(a)(2) and does not accurately reflect the condition of her vehicle. Instead, she simply, and as far as the court can tell, arbitrarily, increased the claimed value of her vehicle from that base value, \$4,481, to \$6,000.

For these reasons, the court concludes that the debtor has not met her burden of demonstrating the replacement value of the vehicle. Instead, giving greater weight to the NADA Used Car Guide valuation for the vehicle in clean retail condition, the court will grant the motion and value the vehicle at \$10,250. As the amount of Honda's claim is greater than that figure, the court will set the amount of the claim secured by the vehicle at \$10,250.

The court will hear the matter.

28. 14-26967-D-13 STEPHANIE ANIU
DJC-2

MOTION TO VALUE COLLATERAL OF
AMERICAN HONDA FINANCE
CORPORATION
8-19-14 [37]

Tentative ruling:

This is the debtor's motion to value a 2010 Honda Civic, VIN number ending in 79519 (the "vehicle") pursuant to § 506(a) of the Bankruptcy Code. The vehicle is collateral for a debt owed by the debtor to American Honda Finance Corporation ("Honda"), which opposes the motion. For the reasons stated below, the court will grant the motion in part and value the vehicle at \$10,250.

In support of the motion, the debtor filed her own declaration, in which she gives the mileage on the vehicle, its condition, and its Kelley Blue Book private party value for a similar vehicle in fair condition, \$4,481. She states that her vehicle is in good condition, "free of any major defects but would need reconditioning if it were to be sold at retail." S. Aniu Decl., filed Aug. 19, 2014, at 2:5-6. She increases the value of her vehicle from its private party value in fair condition, \$4,481, to \$6,000, stating, "I believe and assert that the fair market value of the collateral is \$6,000.00. This value is even greater than \$4,481.00, which is the private party value of the vehicle, in fair condition." Id. at 2:11-13.

By contrast, Honda has submitted a printout from the NADA Used Car Guide, accompanied by a declaration of a Bankruptcy Specialist for the Bank, who testifies it has been the Bank's experience that the NADA "accurately estimates the value of used motor vehicles." Declaration of Jamie Eacho, filed September 9, 2014, at 3:2-3. Thus, the Bank concludes the value of the vehicle should be determined to be \$10,250, which is the NADA's "clean retail" value for a vehicle of the same model, age, and mileage as the debtor's.

The standard the court is to use to value personal property acquired for personal, family, or household purposes is the property's "replacement value" as of the petition date, without deduction for costs of sale or marketing. § 506(a)(2). "Replacement value," in turn, is defined as "the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined." Id. Here, the debtor began with the KBB private party value, as opposed to the retail value. The KBB printout the debtor filed as an exhibit defines the private party value as "the starting point for negotiation of a used-car sale between a private buyer and seller." Debtor's Ex. A, p. 2. The debtor also started with the private party value for a vehicle in fair condition, whereas the debtor testified her vehicle is in good condition, although it would need to be reconditioned in order to be sold at retail. She does not explain why she began with a base value that does not reflect the appropriate standard under § 506(a)(2) and does not accurately reflect the condition of her vehicle. Instead, she simply, and as far as the court can tell, arbitrarily, increased the claimed value of her vehicle from that base value, \$4,481, to \$6,000.

For these reasons, the court concludes that the debtor has not met her burden of demonstrating the replacement value of the vehicle. Instead, giving greater weight to the NADA Used Car Guide valuation for the vehicle in clean retail condition, the court will grant the motion and value the vehicle at \$10,250. As the amount of Honda's claim is greater than that figure, the court will set the amount of the claim secured by the vehicle at \$10,250.

The court will hear the matter.

29. 14-26967-D-13 STEPHANIE ANIU
RDG-1

OBJECTION TO CONFIRMATION OF
PLAN BY RUSSELL D. GREER
8-22-14 [42]

30. 14-26967-D-13 STEPHANIE ANIU
VVF-1

OBJECTION TO CONFIRMATION OF
PLAN BY AMERICAN HONDA FINANCE
CORPORATION
7-31-14 [17]

31. 14-26967-D-13 STEPHANIE ANIU
VVF-2

OBJECTION TO CONFIRMATION OF
PLAN BY AMERICAN HONDA FINANCE
CORPORATION
7-31-14 [23]

32. 14-26468-D-13 ALICE HATTON
RDG-3

OBJECTION TO DEBTOR'S CLAIM OF
EXEMPTIONS
8-12-14 [28]

Tentative ruling:

This is the trustee's objection to the debtor's claim of exemptions. On August 27, 2014, the debtor filed a purported amended Schedule C. Ordinarily, the filing of an amended Schedule C renders an objection to exemptions moot. However, the amended Schedule C was not filed under cover of an Amendment Cover Sheet, EDC Form 2-015, and was not otherwise verified by the debtor, as required by Fed. R. Bankr. P. 1008. As a result, the amended Schedule C is ineffective to amend the original Schedule C, and is of no effect in the case. For this reason, the objection will be sustained.

The court will hear the matter.

33. 11-46372-D-13 WILLIAM/DEBRA DAVIS
JM-3

OBJECTION TO CLAIM OF WELLS
FARGO BANK, CLAIM NUMBER 10
7-24-14 [61]

34.	13-34172-D-13	WILLIAM/JENNIFER MURRAY	OBJECTION TO CLAIM OF GREEN
	TBK-2		TREE SERVICING LLC, CLAIM
			NUMBER 2
			8-5-14 [25]

Final ruling:

The hearing on this matter is continued by stipulation of the parties to October 21, 2014, at 10:00 a.m. No appearance is necessary on September 23, 2014.

35.	14-21773-D-13	STEVEN/ALICE RABARA	MOTION FOR RELIEF FROM
	APN-1		AUTOMATIC STAY AND/OR MOTION
	EXETER FINANCE CORP. VS.		FOR RELIEF FROM CO-DEBTOR STAY
			8-18-14 [23]

36.	14-27073-D-13	VIRGINIA TUDOR	OBJECTION TO CONFIRMATION OF
	RDG-2		PLAN BY RUSSELL D. GREER
			8-22-14 [25]

37.	12-26983-D-13	FRANK DAY	MOTION TO MODIFY PLAN
	LRR-3		8-1-14 [47]

38. 13-30483-D-13 GARY/SHARON SPARKS
TOG-7

MOTION TO CONFIRM PLAN
8-12-14 [188]

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.

39. 10-24284-D-13 JAMES HOLLOWAY AND
PLG-2 MARCELLA GALANTE

MOTION TO VACATE DISMISSAL OF
CASE
8-14-14 [65]

CASE DISMISSED 7/30/14

40. 14-24495-D-13 MARGARITO/KATHERINE
MOT-1 ORTEGA

MOTION TO CONFIRM PLAN
8-13-14 [37]

Final ruling:

This is the debtors' motion to confirm an amended chapter 13 plan. The motion will be denied for the following reasons: (1) the notice of hearing, at 1:20-21, refers to the plan as having been filed on November 25, 2013, whereas this case was not commenced until April 30, 2014; (2) the motion states that the debtors' schedules have been amended, and that the amended plan conforms to the information on the amended schedules, whereas the debtors have not filed any amended schedules; and (3) the plan provides for the secured claim of Ocwen at \$0, whereas the debtors have not obtained an order valuing the collateral securing that claim, as required by LBR 3015-1(j).

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

41. 14-20996-D-13 FRANCISCO/MARIA PADILLA
PGM-1

MOTION TO CONFIRM PLAN
8-4-14 [50]

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 creditor that requested special notice at DN 13 at its designated address. The court notes that the treatment of this creditor's claim is the subject of one of the trustee's objections to the plan.

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

42. 14-26596-D-13 JEREMY HECHT OBJECTION TO DEBTOR'S CLAIM OF
RDG-3 EXEMPTIONS
8-12-14 [26]

Final ruling:

This case was dismissed on August 18, 2014. As a result the objection will be overruled by minute order as moot. No appearance is necessary.

43. 14-28125-D-13 CYNTHIA BREED OBJECTION TO CONFIRMATION OF
PPR-1 PLAN BY BANK OF AMERICA, N.A.
8-29-14 [17]

Final ruling:

The hearing on this matter has been continued to October 21, 2014, at 10:00 a.m., by amended notice filed September 16, 2014. No appearance is necessary on September 23, 2014.

44. 08-30027-D-13 DAVINDER BAJWA MOTION TO EXCUSE DEBTOR
CJY-6 DAVINDER SINGH BAJWA FROM
COMPLETING POST PETITION
INSTRUCTIONAL COURSE AND THE
SECTION 1328 CERTIFICATE OR
CERTIFICATE OF CHAPTER 13
DEBTOR SECTION 522 EXEMPTIONS
9-8-14 [123]

45. 14-26371-D-13 VICTOR/VICKI CHAO CONTINUED OBJECTION TO
RDG-1 CONFIRMATION OF PLAN BY RUSSELL
D. GREER
8-11-14 [23]