

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Robert S. Bardwil  
Bankruptcy Judge  
Modesto, California

November 25, 2014 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. | 13-90204-D-13 | LEONARDO/JESUSA | MOTION TO MODIFY PLAN |
|    | CJY-7         | MANGROBANG      | 10-9-14 [128]         |

**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.

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|----|---------------|----------------------|-----------------------|
| 2. | 11-94405-D-13 | LEONARDO VASQUEZ AND | MOTION TO MODIFY PLAN |
|    | TOG-15        | MARIA MELENDEZ       | 10-8-14 [138]         |

3. 14-91006-D-13 PATRICIA ALVAREZ  
KK-1  
CONTINUED OBJECTION TO  
CONFIRMATION OF PLAN BY  
JPMORGAN CHASE BANK, N.A.  
8-20-14 [18]
4. 14-91006-D-13 PATRICIA ALVAREZ  
TOG-1  
CONTINUED MOTION TO VALUE  
COLLATERAL OF EMC MORTGAGE, LLC  
8-20-14 [13]
- Final ruling:**
- This motion was resolved by a stipulation and order entered on November 20, 2014. As such, the matter is removed from calendar. No appearance is necessary.**
5. 11-94021-D-13 REBECCA FRUNZ  
JAD-2  
MOTION TO VALUE COLLATERAL OF  
FIRST USA/CHASE CARD SERVICES  
10-10-14 [36]
6. 14-90628-D-13 DAVID/KARYN GARCIA  
RDG-1  
CONTINUED OBJECTION TO  
CONFIRMATION OF PLAN BY RUSSELL  
D. GREER  
6-16-14 [25]

7. 14-90628-D-13 DAVID/KARYN GARCIA  
SSA-1

CONTINUED OBJECTION TO CLAIM OF  
CREDITORS BUREAU, USA, CLAIM  
NUMBER 12

Final ruling:

8-26-14 [41]

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

8. 14-91236-D-13 LOUIS COSTA  
MLP-1

MOTION TO VALUE COLLATERAL OF  
SHELLPOINT MORTGAGE SERVICING

Final ruling:

10-28-14 [17]

The matter is resolved without oral argument. This is the debtor's motion to value the secured claim of Shellpoint Mortgage Servicing 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 Shellpoint Mortgage Servicing's secured claim at \$0.00 by minute order. No further relief will be afforded. No appearance is necessary.

9. 14-91236-D-13 LOUIS COSTA  
MLP-2

MOTION TO AVOID LIEN OF WELLS  
FARGO BANK, N.A.

Final ruling:

10-28-14 [22]

The matter is resolved without oral argument. This is the debtor's motion to value the secured claim of Wells Fargo Bank, N.A. at \$0.00, pursuant to § 506(a) of the Bankruptcy Code. The creditor's claim is secured by a junior deed of trust on the 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 Wells Fargo Bank, N.A.'s secured claim at \$0.00 by minute order. No further relief will be afforded. No appearance is necessary.

10. 14-91236-D-13 LOUIS COSTA  
MLP-3

MOTION TO AVOID LIEN OF  
PORTFOLIO RECOVERY ASSOCIATES,  
LLC

Final ruling:

10-28-14 [26]

The matter is resolved without oral argument. This is the debtor's motion to value the secured claim of Portfolio Recovery Associates, LLC 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 Portfolio Recovery Associates, LLC's secured claim at \$0.00 by minute order. No further relief will be afforded. No appearance is necessary.

11. 14-91337-D-13 LUIS/SONIA DELGADO  
CSL-1

MOTION TO VALUE COLLATERAL OF  
SUNTRUST MORTGAGE, INC.  
10-10-14 [8]

**Final ruling:**

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

12. 14-91145-D-13 MARTHA KOPIEJ  
MLF-1

MOTION TO CONFIRM PLAN  
10-15-14 [52]

**Tentative ruling:**

This is the debtor's motion to confirm an amended chapter 13 plan. On November 3, 2014, the trustee filed opposition, and on November 5, 2014, the debtor purported to withdraw the motion. However, at that point, the debtor no longer had the ability to withdraw the motion unilaterally. See Fed. R. Bankr. P. 9014(c) and Fed. R. Civ. P. 41(a)(1) and (2), incorporated herein by Fed. R. Bankr. P. 7041. The court interprets the purported withdrawal of the motion as an indication that the debtor does not wish to contest the issues raised by the trustee, and thus, the court intends to deny the motion. The court notes also, first, that the notice of hearing sets forth an incorrect deadline for the filing of written opposition (within 14 days from service of the motion), improperly informs potential respondents that objections to confirmation need not be considered by the court unless service has been made in accordance with this rule, and improperly informs potential respondents that once timely filed, an objection to a plan will be considered an objection to all subsequent versions and amendments until the objection is withdrawn or the objecting party fails to appear at a hearing on confirmation. Counsel is referred to LBR 9014-1(d)(3) and (f)(1) for the required language to be included in the notice of motion and the deadline for the filing of written opposition. Second, the moving party failed to serve the Internal Revenue Service at its address on the Roster of Governmental Agencies, as required by LBR 2002-1(c). These are additional grounds for denial of the motion.

The court will hear the matter.

13. 09-94155-D-13 PAUL/KIMBERLY GRIEGO CONTINUED MOTION TO VALUE  
PBG-1 COLLATERAL OF PATELCO CREDIT  
UNION  
Final ruling: 10-7-14 [82]

This is the debtors' motion to value collateral of Patelco Credit Union. The motion was noticed pursuant to LBR 9014-1(f)(2), and no party-in-interest appeared to oppose the motion at the initial hearing. The hearing was continued to permit the debtors to file supplemental evidence, which they have done. The court's records indicate that the relief requested in the motion is supported by the record. As such the court will grant the motion and, for purposes of this motion only, sets the creditor's secured claim in the amount set forth in the motion. Moving parties are to submit an order which provides that the creditor's secured claim is in the amount set forth in the motion. No further relief is being afforded. No appearance is necessary.

14. 11-91666-D-13 MONTEZ GRUNDY AND TRACY MOTION TO MODIFY PLAN  
CJY-1 WHITE-GRUNDY 10-20-14 [109]

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.

15. 10-90171-D-13 JOSEPH/LEYLA AMIRI MOTION TO MODIFY PLAN  
DN-3 9-30-14 [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.

16. 12-91671-D-13 BOB/CANDI CRAWFORD CONTINUED MOTION TO MODIFY PLAN  
DCJ-5 9-16-14 [74]

17. 13-91372-D-13 TODD/ROSIE JONES  
PLG-3

MOTION TO MODIFY PLAN  
10-3-14 [40]

**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. 10-92172-D-13 RICKY/CONNIE CHURCH  
14-9017  
CHURCH ET AL V. ASHLOCK ET AL

MOTION TO DISMISS ADVERSARY  
PROCEEDING  
9-23-14 [44]

**Tentative ruling:**

This is the motion of defendant Bob Reeve (the "defendant") to dismiss the plaintiffs' amended complaint for failure to state a claim upon which relief can be granted.<sup>1</sup> The plaintiffs have filed opposition. For the following reasons, the motion will be denied; however, the court on its own motion will dismiss the complaint.

The defendant earlier filed a motion to dismiss the plaintiffs' original complaint, and although the court denied that motion, the court determined on its own motion that the original complaint should be dismissed for failure to state a claim upon which relief could be granted. Thus, the court ordered that the original complaint would be dismissed unless the plaintiffs filed and served an amended complaint by August 18, 2014. The plaintiffs filed an amended complaint that day; the present motion followed. The present motion tracks the defendant's motion to dismiss the original complaint, and it will be denied for the same reasons as the defendant's first motion. However, the amended complaint suffers from the same deficiencies the court pointed out concerning the original complaint, and therefore, the court will on its own motion dismiss the amended complaint for failure to state a claim on which relief can be granted.

The plaintiffs in this adversary proceeding are the debtors in the underlying chapter 13 case. In their complaint, they allege that defendant Roy Keith Ashlock ("Ashlock") and his attorney, Bob Reeve (the moving party here), filed a personal injury action against them in state court in violation of the automatic stay; that this court later granted Ashlock relief from stay to proceed with the state court action, on condition that he pursue only insurance proceeds; and that when it granted relief from stay, the court acknowledged that it was not granting retroactive relief from stay, and that the plaintiffs could address in an adversary proceeding their claim that the defendants had violated the stay when they filed the state court complaint. The plaintiffs allege that the personal injury claim was then settled for, they believe, \$150,000.<sup>2</sup> The plaintiffs claim that "[a]s a result of the stay violation, Defendant Ashlock realized a \$150,000.00 windfall" (First Amended Compl., filed Aug. 18, 2014 ("Compl."), at 4:19-20), and "Defendant Reeve realized a sizeable fee" from that windfall. Id. at 5:1.

By this motion, the defendant seeks dismissal of the plaintiffs' complaint pursuant to Fed. R. Civ. P. 12(b)(6), made applicable in this proceeding by Fed. R. Bankr. P. 7012(b), for failure to state a claim upon which relief can be granted. He contends the complaint makes only conclusory allegations about both defendants, without alleging specific facts. The defendant focuses solely on the plaintiffs' allegations as to what findings this court made concerning retroactive relief from stay. The plaintiffs allege in their complaint that the court "acknowledged that retroactive relief from stay was not being granted" (Compl. at 4:5-6); the defendant contends that allegation is speculative. Citing the court's minute order and the formal order granting the relief from stay motion, the defendant contends the court made no statement on the record as regards retroactive relief from stay. He concludes that "[a]t no time did the court state on the record that (1) retroactive relief from stay was denied; (2) filing of the state court action was a stay violation; and (3) debtors could address [the alleged stay violation] in an adversary proceeding once the personal injury lawsuit was resolved." Motion to Dismiss, filed Sept. 23, 2014 ("Mot."), at 3:17-21.

Thus, the defendant contends, the plaintiffs' complaint should be dismissed because it "relies on the unsupported assertion that the U.S. Bankruptcy Court on August 21, 2012, had concluded in dicta to the effect that retroactive relief from stay was not being granted and therefore could not subject the moving party of two years ago, Ashlock, and his counsel, to criminal sanctions at some future date. But the criminal [adversary] complaint, once again advanced by the [plaintiffs], provides absolutely no factual support for this bald legal conclusion." Mot. at 7:14-19 (emphasis in original).

What the court may, or may not, have said about retroactive relief from stay has little or no bearing on this adversary proceeding. But assuming it did, the problem with this motion is that it challenges not the sufficiency of the plaintiffs' allegations but their accuracy. The defendant refers to the minute order and the formal order on the relief from stay motion - neither referred to retroactive relief, either to grant it or to deny it; however, the defendant has not submitted a transcript of the hearing. Thus, neither the plaintiffs nor the defendant has established the truth of the plaintiffs' allegations about what the court said at the hearing about retroactive relief. But the plaintiffs are not required at the pleading stage to prove the truth of their allegations. Thus, the complaint does not fail for the reason asserted by the defendant to state a claim on which relief can be granted.

In essence, the defendant's motion to dismiss requests a determination as to what the court ruled or found or stated regarding retroactive relief from the stay. Thus, the motion presents a matter outside the pleadings, and the court must treat the motion as a motion for summary judgment. Fed. R. Civ. P. 12(d), incorporated herein by Fed. R. Bankr. P. 7012(b). Ordinarily, the court would continue the hearing to give all parties an opportunity to present all the material that is pertinent to the motion. See id. However, the court has its own concern about the sufficiency of the plaintiffs' complaint.

"A court 'may act on its own initiative to note the inadequacy of a complaint and dismiss it for failure to state a claim.'" Whitfield v. Bowman Asphalt Co., 2014 U.S. Dist. LEXIS 80332, \*4 (E.D. Cal. June 10, 2014), quoting Wong v. Bell, 642 F.2d 359, 361 (9th Cir. 1981). Assuming without deciding that the plaintiffs' complaint alleges liability sufficiently to state a claim for violation of the automatic stay, it does not sufficiently allege that the plaintiffs suffered any compensable injury from the conduct alleged to have violated the stay. The

complaint states only that "[a]s a result of the stay violation, Defendant Ashlock [the plaintiff in the underlying personal injury action] realized a \$150,000.00 windfall" (Compl. at 4:19-20), and that "[a]s a result of the willful violation, Defendant Reeve [Ashlock's attorney] realized a sizeable fee from Defendant Ashlock's \$150,000.00 windfall." Id. at 4:28-5:2. The complaint alleges on information and belief that the personal injury action settled for \$150,000; however, the plaintiffs do not allege they paid any portion of the settlement amount.

The plaintiffs do not allege they were harmed in any way on account of the alleged stay violation. Instead, they contend the following allegations are sufficient to state a claim for damages for violation of the stay: (1) that the stay went into effect when their bankruptcy case was filed, and prohibited the commencement of lawsuits; (2) that defendant Ashlock and his then attorneys were on the master address list and were given notice of the bankruptcy filing and the automatic stay; (3) that the defendant, as Ashlock's attorney, filed the lawsuit in violation of the stay, and that the filing was void; (4) that the plaintiffs' attorney notified the defendant that the filing was void as a violation of the stay, and demanded the complaint be dismissed; (5) that the defendant's and Ashlock's failure to dismiss the void lawsuit was a continuing stay violation; and (6) that the plaintiffs incurred legal fees and costs to attempt to remedy the stay violation.

Section 362(k) of the Bankruptcy Code provides that, with an exception not applicable here, "an individual injured by any willful violation of a stay provided by this section shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages." 11 U.S.C. § 362(k) (emphasis added). Thus, a prima facie case for damages "requires a showing (1) by an individual debtor of (2) injury from (3) a willful (4) violation of the stay." Harris v. Johnson (In re Harris), 2011 Bankr. LEXIS 1793, at \*11 (9th Cir. BAP 2011), quoting Fernandez v. GE Capital Mortg. Servs. (In re Fernandez), 227 B.R. 174, 180 (9th Cir. BAP 1998) (emphasis added). At least one court has held that "[t]o show injury from a violation of the stay, [the plaintiff] would have . . . to show . . . that [the defendant] might not have been granted relief from stay had it asked." Fernandez, 227 B.R. at 181.

Here, the plaintiffs have not alleged any manner in which they were injured by Ashlock's and the defendant's filing of the state court complaint against them. After the complaint was filed, Ashlock, represented by the defendant, filed a motion for relief from stay to permit the state court action to go forward; in the motion, the defendant made clear that Ashlock would attempt to collect on any judgment "only against any available liability insurance proceeds." Mot. for Relief from Stay, filed July 9, 2012 in Case No. 10-92172, at 1:27-28. "If the stay is lifted, debtors will not suffer at all: their insurance carrier has already assumed defense of the action, and any judgment [Ashlock] receives will be paid out through the insurance policy proceeds, not through the personal assets of debtors." Id. at 5:25-27.

The plaintiffs opposed the relief from stay motion on technical grounds: that the motion was improper because the defendant (the moving party's counsel) had not been admitted to practice in this court and that the defendant had improperly stated in an Application for Waiver of Requirement to File Documents in Electronic Form (EDC 3-970) that he regularly practices in this court. The plaintiffs' only substantive opposition to the motion was that the filing of the state court complaint was in violation of the stay, that Ashlock had been listed on their master



address list in the case and was given notice of the case, and that the defendant, with knowledge of the stay violation, had "refuse[d] to mitigate the violation by dismissing the state court lawsuit." Opposition to Motion, filed Aug. 7, 2012, in Case No. 10-92172, at 2:20-21. The plaintiffs suggested no manner in which they would be harmed by the continuation of the state court lawsuit, and the court granted the motion for relief from stay. The stay having been lifted, the state court case ultimately settled, apparently for \$150,000. The plaintiffs would like to construe the settlement payment as a "windfall"; that is nothing more than a conclusion and an opinion, and the fact that their insurance carrier paid that amount strongly suggests it was not a windfall. In any event, the payment is not alleged to have harmed the plaintiffs.

Finally, with regard to the plaintiffs' request for attorney's fees, the court, in its ruling on the defendant's motion to dismiss the original complaint, cited Sternberg v. Johnston, 595 F.3d 937 (9th Cir. 2010), in which the court held that "a damages action for a stay violation is akin to an ordinary damages action, for which attorney fees are not available under the American Rule." 595 F.3d at 948. "[T]he proven injury is the injury resulting from the stay violation itself. Once the violation has ended, any fees the debtor incurs after that point in pursuit of a damage award would not be to compensate for 'actual damages' under § 362(k)(1)." Id. at 947. In their opposition to the present motion, the plaintiffs state that they have amended the prayer "to limit the relief sought for attorney's fees and costs to those incurred to enforce the automatic stay and remedy the stay violation." Plaintiffs' Opp., filed Nov. 11, 2014, at 2:5-7. Thus, they are seeking attorney's fees and costs "only from the time of the stay violation when the state court lawsuit was filed (early December 2011) to the time the violation ended when the court granted relief from stay (August 21, 2012)." Id. at 2:9-11.

This might pass muster under Sternberg if the plaintiffs had in fact had any need to "enforce the automatic stay" or to "remedy the stay violation," but as seen above, they had no such need. Returning to the Sternberg case, the court referred to the two purposes of the automatic stay - "enabling the debtor to try to reorganize during a break from collection efforts and protecting creditors by preventing one creditor from pursuing its own remedies to the detriment of its co-creditors." Sternberg, 595 F.3d at 947. "The stay, then, is meant to help the debtor deal with his bankruptcy for the benefit of himself and his creditors alike. We have never said the stay should aid the debtor in pursuing his creditors, even those creditors who violate the stay. The stay is a shield, not a sword." Id. at 948. Allowing the plaintiffs to recover attorney's fees and costs in this case, where they allege no other actual damages at all, would be tantamount to allowing them to use the stay as a sword, not a shield; it would serve none of the legitimate purposes of the automatic stay.

In short, the plaintiffs have not alleged they were in any way injured by Ashlock's and the defendant's filing of the state court complaint; thus, as to that required element of a claim for damages for violation of the stay, the complaint does not contain "sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" al-Kidd v. Ashcroft, 580 F.3d 949, 949 (9th Cir. 2009) (citations omitted). Accordingly, the court will on its own motion dismiss the amended complaint as to both the defendant who is the moving party here and as to defendant Ashlock.

Where a court on its own raises the question whether a complaint states a claim upon which relief can be granted, it must give the plaintiff notice of its intention to dismiss the complaint and an opportunity to respond, "unless the 'plaintiff[]

cannot possibly win relief.'" Sparling v. Hoffman Constr. Co., 864 F.2d 635, 638 (9th Cir. 1988), quoting Wong, 642 F.2d at 362. The court has already raised these issues with the plaintiffs once - in its ruling on the defendant's motion to dismiss the original complaint. In the event the plaintiffs wish to further amend the complaint, they will need to articulate at the hearing on this motion how they propose to amend the complaint and how the amendment will satisfy the concerns addressed in this ruling.

The court will hear the matter.

1 Unless otherwise indicated, all subsequent references to the "complaint" are to the first amended complaint filed August 18, 2014.

2 In support of the present motion, the defendant testifies that the settlement funds, in an amount he does not state, came exclusively from the plaintiffs' insurance company. The plaintiffs have not alleged that any portion of the settlement funds came from them.

19. 10-92582-D-13 AGNES DURGUN  
JTN-6

OBJECTION TO CLAIM OF SELECT  
PORTFOLIO SERVICING, INC./  
WELLS FARGO BANK, N.A./BAC HOME  
LOANS SERVICING LP, CLAIM  
NUMBER 7  
9-30-14 [83]

Final ruling:

This is the debtor's objection to the claim of Select Portfolio Servicing, Inc./Wells Fargo Bank, N.A./BAC Home Loan Servicing, LP (the "Claimant"). The court is not prepared to consider the objection at this time because, although the debtor served the Claimant at the address on its proof of claim and the address on its Transfer of Claim Other Than for Security, the debtor failed to also serve the creditor at the different address listed on the debtor's Schedule D, as required by LBR 3007-1(c).

As a result of this service defect, the court will continue the hearing to January 13, 2015 at 10:00 a.m. to allow the debtor to file a notice of continued hearing and to serve it, along with the objection and supporting declaration, on the Claimant at the address listed on the debtor's Schedule D. No appearance is necessary on November 25, 2014.

20. 14-91384-D-13 STEPHEN/SHERRIE WOODRUFF  
DEF-1

MOTION TO VALUE COLLATERAL OF  
CAR MAX AUTO FINANCE  
10-21-14 [12]

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. As such the court will grant the motion and, for purposes of this motion only, sets the creditor's secured claim in the amount set forth in the motion. Moving party is to submit an order which provides that the creditor's secured claim is in the amount set forth in the motion. No further relief is being afforded. No appearance is necessary.

21. 11-91199-D-13 FRANK/SHARYON REICHMUTH MOTION TO MODIFY PLAN  
DEF-6 9-18-14 [105]
22. 14-91501-D-13 MATTHEW HAGERTY MOTION TO EXTEND AUTOMATIC STAY  
DCJ-1 11-11-14 [10]
23. 11-92732-D-13 DAVID/RAMI JACKSON MOTION TO VALUE COLLATERAL OF  
CJY-5 BANK OF AMERICA, N.A.  
11-10-14 [133]
24. 14-91236-D-13 LOUIS COSTA OBJECTION TO CONFIRMATION OF  
RDG-1 PLAN BY RUSSELL D. GREER  
11-3-14 [32]

25. 11-93645-D-13 CECIL/BRANDIE PARSHALL CONTINUED MOTION TO SELL  
CJY-3 10-20-14 [49]

**Final ruling:**

**This motion was resolved by an order entered on November 15, 2014. As such, the matter is removed from calendar. No appearance is necessary.**

26. 14-91264-D-13 ALEX/DIANE GRIEGO OBJECTION TO CONFIRMATION OF  
RDG-2 PLAN BY RUSSELL D. GREER  
11-3-14 [20]