



**UNITED STATES BANKRUPTCY COURT  
Eastern District of California  
Honorable René Lastreto II  
Department B - 510 19th Street  
Bakersfield, California**

**Hearing Date: Wednesday, December 4, 2024**

***At this time, when in-person hearings in Bakersfield will resume is to be determined. No persons are permitted to appear in court for the time being. All appearances of parties and attorneys shall be as instructed below.***

Unless otherwise ordered, all matters before the Honorable René Lastreto II shall be simultaneously: (1) via **ZoomGov Video**, (2) via **ZoomGov Telephone**, and (3) via **CourtCall**. You may choose any of these options unless otherwise ordered or stated below.

All parties or their attorneys who wish to appear at a hearing remotely must sign up by **4:00 p.m. one business day** prior to the hearing. Information regarding how to sign up can be found on the **Remote Appearances** page of our website at <https://www.caeb.uscourts.gov/Calendar/CourtAppearances>. Each party/attorney who has signed up will receive a Zoom link or phone number, meeting I.D., and password via e-mail.

If the deadline to sign up has passed, parties and their attorneys who wish to appear remotely must contact the Courtroom Deputy for the Department holding the hearing.

Please also note the following:

- Parties in interest and/or their attorneys may connect to the video or audio feed free of charge and should select which method they will use to appear when signing up.
- Members of the public and the press who wish to attend by ZoomGov may only listen in to the hearing using the Zoom telephone number. Video participation or observing are not permitted.
- Members of the public and the press may not listen in to trials or evidentiary hearings, though they may attend in person unless otherwise ordered.

To appear remotely for law and motion or status conference proceedings, you must comply with the following guidelines and procedures:

1. Review the [Pre-Hearing Dispositions](#) prior to appearing at the hearing.
2. Parties appearing via CourtCall are encouraged to review the [CourtCall Appearance Information](#).

If you are appearing by ZoomGov phone or video, please join at least 10 minutes prior to the start of the calendar and wait with your microphone muted until the matter is called.

**Unauthorized Recording is Prohibited:** Any recording of a court proceeding held by video or teleconference, including "screen shots" or other audio or visual copying of a hearing is prohibited. Violation may result in sanctions, including removal of court-issued media credentials, denial of entry to future hearings, or any other sanctions deemed necessary by the court. For more information on photographing, recording, or broadcasting Judicial Proceedings, please refer to Local Rule 173(a) of the United States District Court for the Eastern District of California.

## INSTRUCTIONS FOR PRE-HEARING DISPOSITIONS

Each matter on this calendar will have one of three possible designations: No Ruling, Tentative Ruling, or Final Ruling. These instructions apply to those designations.

**No Ruling:** All parties will need to appear at the hearing unless otherwise ordered.

**Tentative Ruling:** If a matter has been designated as a tentative ruling it will be called, and all parties will need to appear at the hearing unless otherwise ordered. The court may continue the hearing on the matter, set a briefing schedule, or enter other orders appropriate for efficient and proper resolution of the matter. The original moving or objecting party shall give notice of the continued hearing date and the deadlines. The minutes of the hearing will be the court's findings and conclusions.

**Final Ruling:** Unless otherwise ordered, there will be no hearing on these matters. The final disposition of the matter is set forth in the ruling and it will appear in the minutes. The final ruling may or may not finally adjudicate the matter. If it is finally adjudicated, the minutes constitute the court's findings and conclusions.

**Orders:** Unless the court specifies in the tentative or final ruling that it will issue an order, the prevailing party shall lodge an order within 14 days of the final hearing on the matter.

**Post-Publication Changes:** The court endeavors to publish its rulings as soon as possible. However, calendar preparation is ongoing, and these rulings may be revised or updated at any time prior to 4:00 p.m. the day before the scheduled hearings. Please check at that time for any possible updates.

9:00 AM

1. [24-10403](#)-B-13     **IN RE: VICKI/ANGELA VALENTYN**  
[LGT-3](#)

MOTION TO DISMISS CASE  
10-18-2024    [\[41\]](#)

LILIAN TSANG/MV  
WILLIAM EDWARDS/ATTY. FOR DBT.

**After posting the original pre-hearing dispositions, the court has modified its intended ruling on this matter.**

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     Continued to January 8, 2025, at 9:00 a.m.

ORDER:             The court will prepare the order.

On November 29, 2024, the Debtors in the above-styled case filed an *Amended Schedule C* and a *Motion to Confirm the Modified Chapter 13 Plan* filed on April 23, 2024 ("the April 23 Plan"), as well as an untimely *Response* to the instant *Trustee's Motion to Dismiss*. Docs. ##45-47. The Response avers that the filing of the Modified Schedule C and the Motion for Confirmation negate the Trustee's grounds for dismissal of the case. Doc. #47. The Motion to Dismiss was filed and properly noticed pursuant to LBR 9014-1(f)(1), and the deadline for filing a written response was "at least fourteen (14) days preceding the date of the hearing," or November 20, 2024. Doc. #42.

The court will strike the Response (Doc. #47) for two reasons. First, Debtors have provided neither an explanation for their late filing nor any request supported by sufficient evidence to excuse a tardy filing. Second, no Certificate of Service has been filed showing that the Response was properly served. Accordingly, the Response shall be STRICKEN.

Since the Modified Plan has been filed, the court will CONTINUE the hearing on the Motion to Dismiss so that it may be heard along with the confirmation hearing, which is set for **January 8, 2025, at 9:00 a.m.** By no later than December 26, 2024, Debtors may file a supplemental opposition to the Motion to Dismiss which conforms to the Local Rules and which addresses the reason for the Debtors' substantial delay in setting the April 23 Plan for a confirmation hearing (over eight months after the filing of the plan by the court's reckoning). Any reply to such opposition will be filed and served on or before January 2, 2025.

The court further notes that neither the April 23 Plan nor the motion to confirm is accompanied by a proper Notice or a Certificate of Service. These and any other necessary documents required under the Federal Bankruptcy Rules and the Local Bankruptcy Rules must be

timely filed and served as required by LBR 3015-1 (d)(1), or the motion to confirm the April 23 Plan will likely be denied.

2. [24-11213](#)-B-13     **IN RE: JEANNE CHRISTENSEN**  
[LGT-2](#)

CONTINUED MOTION TO DISMISS CASE  
9-4-2024    [\[26\]](#)

ROBERT WILLIAMS/ATTY. FOR DBT.

**After posting the original pre-hearing dispositions, the court has modified its intended ruling on this matter.**

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     Continued to December 18, 2024, at 9:30 a.m.

ORDER:             The court will issue an order.

Trustee requests a short continuance in this matter to allow for a cashier's check which is being tracked by USPS to arrive in Trustee's lockbox and be negotiated. Accordingly, this matter will be CONTINUED to December 18, 2024, at 9:30 a.m.

Trustee to advise the court by declaration of the status of the payments. Declaration to be served on or before Friday, December 13, 2024.

3. [24-12620](#)-B-13     **IN RE: LAKEYSHIA MCGILL**  
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN TSANG  
10-28-2024    [\[18\]](#)

ROBERT WILLIAMS/ATTY. FOR DBT.

**After posting the original pre-hearing dispositions, the court has modified its intended ruling on this matter.**

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     Continued to January 8, 2025, at 9:00 a.m.

ORDER:             The court will issue an order.

Chapter 13 Trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Lakeyshia McGill ("Debtor") on September 24, 2024, on the following basis:

1. The Trustee has not concluded the 341 meeting because Debtor failed to timely provide her 2023 tax returns and certain required business documents as outlined in the objection. The continued meeting was set for November 19, 2024, and continued to December 3, 2024.
2. Schedule I says that Debtor's trucking business would be closed immediately, but it remains open and is apparently producing income for Debtor. Debtor has also failed to provide pay advices.
3. Debtor's Form 122C-1 has been prepared incorrectly.
4. Debtor has failed to file, serve, and set a motion to value collateral as to the Class 2 AltaOne Federal Credit Union claim.
5. Amended Schedules A/B are required based on representations at the 341 meeting.
6. Form 2030 must be amended based on discrepancies between Form 2030 and the proposed attorney fee distribution through the plan.

Doc. #18. On November 27, 2024, the Trustee supplemented the Objection, stating that Item #4 (the motion to value collateral had been resolved by stipulation between Debtor and the affected creditor, but the remaining issues were unresolved. Doc. #23.

This objection will be CONTINUED to **January 8, 2025, at 9:00 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

4. [24-12741](#)-B-13     **IN RE: CRISTIAN ZAVALA**  
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG  
10-28-2024    [\[15\]](#)

RAJ WADHWANI/ATTY. FOR DBT.

FINAL RULING:        There will be no hearing on this matter.

DISPOSITION:        Continued to January 8, 2025, at 9:00 a.m.

ORDER:                The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Cristian Zavala ("Debtor") on September 20, 2024, on the following basis:

1. The plan provides for payment of attorney fees in excess of the fixed compensation allowed pursuant to LBR 2016-1(c). The attorney fee disclosure statement excludes services in a manner inconsistent with the Rights and Responsibilities acknowledgement.

Doc. #15.

This objection will be CONTINUED to **January 8, 2025, at 9:00 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

5. [24-12750](#)-B-13     **IN RE: IRENE MEDINA**  
[DJP-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY  
EDUCATIONAL EMPLOYEE CREDIT UNION  
10-29-2024    [\[15\]](#)

EDUCATIONAL EMPLOYEES CREDIT UNION/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
DON POOL/ATTY. FOR MV.

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     Continued to January 8, 2025, at 9:00 a.m.

ORDER:             The court will issue an order.

Educational Employees Credit Union ("Creditor") objects to confirmation of the *Chapter 13 Plan* filed by Irene Medina ("Debtor") on September 22, 2024, on the following basis:

1. Debtor has failed to provide proof of insurance for the RV which serves as collateral for this secured claim.
2. The plan does not protect EECU's interest because it does not pay the additional cost for force-placed insurance.

Doc. #15. As a preliminary matter, the official form EDC 007-005 has been revised (10/30/2024). Doc. #21. Movant must use the revised form for all future filings.

This objection will be CONTINUED to **January 8, 2025, at 9:00 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

6. [24-12750](#)-B-13     **IN RE: IRENE MEDINA**  
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN TSANG  
10-28-2024    [[12](#)]

ROBERT WILLIAMS/ATTY. FOR DBT.

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     Continued to January 8, 2025, at 9:00 a.m.

ORDER:             The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Irene Medina ("Debtor") on September 17, 2024, on the following basis:

1. The Trustee has not yet concluded the Meeting of the Creditors as Debtor failed to provide the Trustee with Business Documents including: Business Case Questionnaire, copies of Debtor's liability insurance and workers' compensation insurance if applicable, for Debtor's business. The continued meeting will be held on November 12, 2024.

Doc. #12. On November 22, 2024, the Trustee supplemented her Objection, noting that the Debtor attended the continued meeting on November 12, 2024, but also raising additional grounds for objection:

2. Debtor makes voluntary contributions for retirement plans in addition to \$1,474.42 listed in Schedule I for mandatory retirement contributions. Trustee states that the voluntary contributes should cease and those funds be made available to unsecured creditors. Trustee also requests further documentation of the mandatory retirement contributions, as the figure given by Debtor is not supported by her pay advices.
3. Trustee requests further information to explain certain statements on the Form 122C-2.
4. Trustee requests further information to resolve questions about the attachment to Schedule I.

Doc. #24.

This objection will be CONTINUED to **January 8, 2025, at 9:00 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to



support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

7. [24-12864](#)-B-13     **IN RE: ALLAN/MADELINE WINANS**  
[JCW-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY ALLY BANK  
11-6-2024     [\[15\]](#)

ALLY BANK/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.  
JENNIFER WONG/ATTY. FOR MV.

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     Continued to January 8, 2025, at 9:00 a.m.

ORDER:     The court will issue an order.

Ally Bank ("Creditor") objects to confirmation of the *Chapter 13 Plan* filed by Allan and Madeline Winans ("Debtors") on October 1, 2024, on the following basis:

1. The plan proposes a cramdown value of \$17,050.00 at an interest rate of 8% for Creditor's Class 2 claim secured by a 2018 Chevrolet Colorado LT Crew Cab ("the Vehicle"). Creditor disagrees with this valuation and asserts that the proper value for the vehicle is \$22,956.00 and the proper *Till* rate should be higher.

Doc. #15.

As a preliminary matter, the official form EDC 007-005 has been revised (10/30/2024). Doc. #18. Movant must use the revised form for all future filings.

This objection will be CONTINUED to **January 8, 2025, at 9:00 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan

shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

8. [24-12864](#)-B-13     **IN RE: ALLAN/MADELINE WINANS**  
[LGT-1](#)

OBJECTION TO CONFIRMATION OF PLAN BY TRUSTEE LILIAN G. TSANG  
11-5-2024    [[12](#)]

ROBERT WILLIAMS/ATTY. FOR DBT.

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     Continued to January 8, 2025, at 9:00 a.m.

ORDER:             The court will issue an order.

Chapter 13 trustee Lilian G. Tsang ("Trustee") objects to confirmation of the *Chapter 13 Plan* filed by Allan and Madeline Winans ("Debtors") on October 1, 2024, on the following basis:

1. The Debtors have not yet filed motions for valuation as to the automobiles securing the claims of Ally Financial, Inc. and CarMax Business Services, both of which are Class 2 creditors.

Doc. #12.

This objection will be CONTINUED to **January 8, 2025, at 9:00 a.m.** Unless this case is voluntarily converted to chapter 7, dismissed, or the objection to confirmation is withdrawn, the Debtor shall file and serve a written response to the Objection not later than **14 days before the hearing**. The response shall specifically address each issue raised in the objection to confirmation, state whether the issue is disputed or undisputed, and include admissible evidence to support the Debtors' position. Any reply shall be served no later than **7 days before the hearing**.

If the Debtor elects to withdraw the plan and file a modified plan in lieu of filing a response, then a confirmable, modified plan shall be filed, served, and set for hearing not later than **7 days before the hearing**. If the Debtor does not timely file a modified plan or a written response, this objection will be sustained on the grounds stated in the objection without further hearing.

9. [24-12397](#)-B-13     **IN RE: WENDY MONTANIO**  
[LGT-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG  
10-10-2024    [\[18\]](#)

LILIAN TSANG/MV  
ROBERT WILLIAMS/ATTY. FOR DBT.

FINAL RULING:        There will be no hearing on this matter.

DISPOSITION:        Overruled as moot.

ORDER:                The court will issue an order.

On November 20, 2024, the Debtor filed a *First Modified Chapter 13 Plan*. Doc. #34. Accordingly, this Objection to the original Plan filed on September 1, 2024 (Doc. #12) is **OVERRULED AS MOOT**.

10. [24-12397](#)-B-13     **IN RE: WENDY MONTANIO**  
[RAS-1](#)

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY TOWD POINT  
MORTGAGE TRUST 2019-3, U.S. BANK NATIONAL ASSOCIATION  
10-14-2024    [\[21\]](#)

TOWD POINT MORTGAGE TRUST 2019-3, U.S. BANK NATIONAL  
ROBERT WILLIAMS/ATTY. FOR DBT.  
KELLI BROWN/ATTY. FOR MV.  
RESPONSIVE PLEADING

FINAL RULING:        There will be no hearing on this matter.

DISPOSITION:        Overruled as moot.

ORDER:                The court will issue an order.

On November 20, 2024, the Debtor filed a *First Modified Chapter 13 Plan*. Doc. #34. Accordingly, this Objection to the original Plan filed on September 1, 2024 (Doc. #12) is **OVERRULED AS MOOT**.

10:00 AM

1. [24-12082](#)-B-7     **IN RE: BRAD ROLIN**  
[SKI-1](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
10-30-2024    [\[19\]](#)

TD BANK, N.A./MV  
R. BELL/ATTY. FOR DBT.  
SHERYL ITH/ATTY. FOR MV.  
DISCHARGED 11/19/24

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     Granted in part and denied as moot in part.

ORDER:             The Moving Party shall submit a proposed order in  
conformance with the ruling below.

T D Bank NA ("Movant") seeks relief from the automatic stay under 11 U.S.C. §§ 362(d)(1) and (d)(2) with respect to a 2021 Jeep Gladiator (VIN: 1C6JJTEG8ML573166) ("Vehicle"). Doc. #19. Movant also requests waiver of the 14-day stay of Fed. R. Bankr. P. 4001(a)(3). Id. Brad Michael Rolin ("Debtor") did not oppose.

No party in interest timely filed written opposition. This motion will be GRANTED.

This motion was set for hearing on 28 days' notice as required by Local Rule of Practice ("LBR") 9014-1(f)(1). The failure of the creditors, the debtor, the U.S. Trustee, or any other party in interest to file written opposition at least 14 days prior to the hearing as required by LBR 9014-1(f)(1)(B) may be deemed a waiver of any opposition to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9th Cir. 2006). Therefore, the defaults of the above-mentioned parties in interest are entered and the matter will be resolved without oral argument. Upon default, factual allegations will be taken as true (except those relating to amount of damages). *Televideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987). Constitutional due process requires that a plaintiff make a *prima facie* showing that they are entitled to the relief sought, which the movant has done here.

11 U.S.C. § 362(c)(2)(C) provides that the automatic stay of § 362(a) continues until a discharge is granted. The Debtors' discharge was entered on November 19, 2024. Doc. #27. Therefore, the automatic stay terminated with respect to the Debtors on November 19, 2024. This motion will be DENIED AS MOOT IN PART as to the Debtors' interest and will be GRANTED IN PART for cause shown as to the chapter 7 trustee's (or estate's) interest.

11 U.S.C. § 362(d)(1) allows the court to grant relief from the stay for cause, including the lack of adequate protection. "Because there is no clear definition of what constitutes 'cause,' discretionary relief from the stay must be determined on a case-by-case basis." *In re Mac Donald*, 755 F.2d 715, 717 (9th Cir. 1985).

11 U.S.C. § 362(d)(2) allows the court to grant relief from the stay if the debtor does not have an equity in such property and such property is not necessary to an effective reorganization.

As a preliminary matter, the official form EDC 007-005 has been revised (10/30/2024). Movant must use the revised form for all future filings.

After review of the included evidence, the court finds that "cause" exists to lift the stay with respect to the chapter 7 trustee because Debtor has failed to make at least three (3) post-petition payments. The Movant has produced evidence that Debtor is delinquent at least \$2,893.35. Docs. #23, #25.

The court also finds that the Debtor does not have any equity in the Vehicle and the Vehicle is not necessary to an effective reorganization because Debtor is in chapter 7. *Id.* The Vehicle is valued at \$40,150.00 and Debtor owes \$48,812.24. Doc. #25.

Accordingly, the motion will be GRANTED IN PART as to the trustee's interest pursuant to § 362(d)(1) and (d)(2) and DENIED AS MOOT IN PART as to the debtor's interest under § 362(c)(2)(C).

The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) will be ordered waived because the Vehicle is a depreciating asset.

11:00 AM

1. [23-12066](#)-B-13     **IN RE: DONALD/JOY RICKETTS**  
[23-1038](#)

MOTION FOR RELIEF FROM AUTOMATIC STAY  
11-1-2024    [\[34\]](#)

C.F. V. RICKETTS  
CHANTAL TRUJILLO/ATTY. FOR MV.  
MOTION WITHDRAWN,

FINAL RULING:     There will be no hearing in this matter.

DISPOSITION:     Withdrawn.

No order is required.

On November 6, 2024, Plaintiff "C.F." withdrew the *Motion for Relief from Automatic Stay to Permit Lawsuit to Proceed to Trial and Conclusion* which was filed on November 1, 2024. Doc. #38. Accordingly, this motion is WITHDRAWN.

2. [23-12066](#)-B-13     **IN RE: DONALD/JOY RICKETTS**  
[23-1038](#)

ORDER TO SHOW CAUSE - FAILURE TO PAY FEES  
11-15-2024    [\[41\]](#)

C.F. V. RICKETTS  
\$199.00 FEE PAID 11/19/24

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     The OSC will be vacated.

ORDER:             The court will issue an order.

The record shows that the \$199.00 filing fee was paid on November 19, 2024. Accordingly, this order to show cause will be VACATED.

11:30 AM

1. [24-12525](#)-B-7      **IN RE: GREGORY DESME**

REAFFIRMATION AGREEMENT WITH AMERICREDIT FINANCIAL SERVICES, INC.  
10-3-2024    [\[16\]](#)

EMMANUEL FOBI/ATTY. FOR DBT.

FINAL RULING:      There will be no hearing on this matter.

DISPOSITION:      Denied.

ORDER:              The court will issue an order.

Debtor's counsel will inform debtor that no appearance is necessary.

A Reaffirmation Agreement between Gregory Desme ("Debtor") and AmeriCredit Financial Services, Inc. dba GM Financial ("Lender") for a 2024 Chevrolet Silverado 1500 ("Vehicle") was filed on October 3, 2024. Doc. #16.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

Here, the Vehicle is valued by Lender at \$39,550.00. The amount being reaffirmed by Debtor is \$48,122.78 with an 6.9% interest rate. Debtor has negative equity of \$8,572.78 with approximately 60 months (five years) remaining on the loan. The payment of \$206.82 for a solar system is not listed on Schedule J. Doc. #1. Subtracting the solar system payment from Debtor's net monthly income of \$55.70 would leave a deficit of \$151.12 per month. The evidence submitted by the Debtor shows a negative monthly expense deficit.

The court finds no evidence that this Reaffirmation Agreement is in the best interest of the Debtor. Accordingly, approval of the Reaffirmation Agreement between Debtor and AmeriCredit Financial Services, Inc. dba GM Financial will be DENIED.

2. [24-12944](#)-B-7      **IN RE: CARLOS AGUILAR**

PRO SE REAFFIRMATION AGREEMENT WITH CALIFORNIA CREDIT UNION  
11-6-2024    [\[19\]](#)

FINAL RULING:      There will be no hearing on this matter.

DISPOSITION:      Denied unless Debtor completes the documents as stated.

ORDER:              The court will issue an order.

Debtor's counsel will inform debtor that no appearance is necessary.

A Reaffirmation Agreement between Carlos Enrique Aguilar ("Debtor") and California Credit Union for a 2012 Toyota Camry was filed on November 6, 2024. Doc. #19.

Section 6 of the cover sheet to the Reaffirmation Agreement (Doc. #19) is incomplete. The cover sheet instructions state:

"...Fill it out completely, attach it to the reaffirmation agreement..."

The Debtor shall have 14 days to refile the reaffirmation agreement with a revised cover sheet, prepared as prescribed by the appropriate Official Form.

3. [24-12349](#)-B-7      **IN RE: MARIA VILLANUEVA**

REAFFIRMATION AGREEMENT WITH VALLEY STRONG FEDERAL CREDIT UNION  
- PERSONAL LOAN  
10-23-2024    [\[13\]](#)

ROBERT WILLIAMS/ATTY. FOR DBT.

FINAL RULING:      There will be no hearing on this matter.

DISPOSITION:      Denied.

ORDER:              The court will issue an order.

Debtor's counsel will inform debtor that no appearance is necessary.

A Reaffirmation Agreement between Maria Teresa Villanueva ("Debtor") and Valley Strong Credit Union for a Personal Loan ("Loan") was filed on October 23, 2024. Doc. #13.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."



There is no presumption of undue hardship because the lender is a Credit Union. The payment of \$493.00 is not listed on Schedule J. Doc. #1. Subtracting the Loan payment from Debtor's net monthly income of \$50.90 would leave a deficit of \$442.10 per month. The evidence submitted by the Debtor shows a negative monthly expense deficit. Though the court does not presume reaffirmation is an undue hardship, the amount of the monthly deficit is evidence of undue hardship without the presumption.

No persuasive contrary evidence was presented by the Debtor. The supporting documents suggest the creditor will "advance the due date" on this loan if the reaffirmation agreement is approved. But no explanation or other evidence suggests this is in the Debtors' best interest. This is especially true since there are other reaffirmation agreements the Debtor seeks to have approved.

Nothing prevents the Debtor from continuing to make payments to the Creditor nor the creditor from accepting those payments. Approval of the reaffirmation agreement is DENIED.

4. [24-12349](#)-B-7     **IN RE: MARIA VILLANUEVA**

REAFFIRMATION AGREEMENT WITH VALLEY STRONG CREDIT UNION -  
2017 HONDA CR-V  
10-23-2024    [\[14\]](#)

ROBERT WILLIAMS/ATTY. FOR DBT.

FINAL RULING:     There will be no hearing on this matter.

DISPOSITION:     Denied.

ORDER:             The court will issue an order.

Debtor's counsel will inform debtor that no appearance is necessary.

A Reaffirmation Agreement between Maria Teresa Villanueva ("Debtor") and Valley Strong Credit Union for a 2016 Honda CR-V ("Vehicle") was filed on October 23, 2024. Doc. #14.

11 U.S.C. § 524(c)(6)(A)(ii) states "An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable non-bankruptcy law, whether or not discharge of such debt is waived, only if the court approves such agreement as in the best interest of the debtor."

Here, the Vehicle is valued at \$14,150.00. The amount being reaffirmed by Debtor is \$18,038.35 with an 11.5% interest rate. Debtor has negative equity of \$3,888.35 with approximately 56 months (over four years) remaining on the loan and only \$50.90 remaining in the budget every month according to the Debtor's schedules. Though there is no presumption of undue hardship because the lender is a

Credit Union, reaffirming this debt is not in the Debtor's best interest.

As with the previous reaffirmation, the creditor will "advance the due date" on this obligation after the rescission period passes. How that is beneficial to the Debtor is not explained. The vehicle is still not worth the amount of the debt and the interest rate remains at over 11 percent. There is no "write down" of the loan to the value of the vehicle or interest rate reduction.

Nothing prevents the Debtor from continuing to make payments to the Creditor nor the creditor from accepting those payments. Approval of the reaffirmation agreement is DENIED.

5. [24-12253](#)-B-7      **IN RE: SERGIO TAMAYO**

PRO SE REAFFIRMATION AGREEMENT WITH  
NISSAN MOTOR ACCEPTANCE COMPANY LLC

11-14-2024    [[35](#)]

NO RULING.