

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Robert S. Bardwil  
Bankruptcy Judge  
Sacramento, California

December 5, 2017 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.	16-23710-D-13	HAROLD/YVONNE SMITH	MOTION TO MODIFY PLAN
	JCK-3		10-20-17 [54]

Final ruling:

The relief requested in the motion is supported by the record and no timely opposition to the motion has been filed. Accordingly, the court will grant the motion by minute order and no appearance is necessary. The moving party is to lodge an order confirming the plan, amended plan, or modification to plan, and shall use the form of order which is referenced in LBR 3015-1(e). The order is to be signed by the Chapter 13 trustee approving its form prior to the order being submitted to the court.

2. 17-26014-D-13 PHILLIP HAMMONS  
AP-1  
OBJECTION TO CONFIRMATION OF  
PLAN BY U.S. BANK, N.A.  
11-7-17 [35]
3. 17-26014-D-13 PHILLIP HAMMONS  
AP-1  
OBJECTION TO CONFIRMATION OF  
PLAN BY U.S. BANK, N.A.  
11-7-17 [39]
4. 17-26014-D-13 PHILLIP HAMMONS  
AP-1  
OBJECTION TO CONFIRMATION OF  
PLAN BY NATIONSTAR MORTGAGE,  
LLC  
11-7-17 [43]
5. 17-26014-D-13 PHILLIP HAMMONS  
RDG-2  
OBJECTION TO CONFIRMATION OF  
PLAN BY RUSSELL D. GREER  
11-6-17 [32]

6. 17-24816-D-13 GUADALUPE RAMOS  
TOG-1

MOTION TO CONFIRM PLAN  
10-13-17 [13]

**Final ruling:**

The relief requested in the motion is supported by the record and no timely opposition to the motion has been filed. Accordingly, the court will grant the motion by minute order and no appearance is necessary. The moving party is to lodge an order confirming the plan, amended plan, or modification to plan, and shall use the form of order which is referenced in LBR 3015-1(e). The order is to be signed by the Chapter 13 trustee approving its form prior to the order being submitted to the court.

7. 15-22818-D-13 SURINDER SINGH  
PGM-4

CONTINUED MOTION TO EMPLOY  
SOUTH HALL INVESTORS, INC. AS  
REALTOR(S)  
10-19-17 [111]

8. 17-25923-D-13 LUIS/THELMA MUNOZ  
RDG-2

OBJECTION TO DEBTOR'S CLAIM OF  
EXEMPTIONS  
10-23-17 [19]

**Final ruling:**

This case was dismissed on October 26, 2017. As a result the objection will be overruled by minute order as moot. No appearance is necessary.

9. 17-26123-D-13 CHARITY SEYMOUR  
PPR-1

OBJECTION TO CONFIRMATION OF  
PLAN BY CREDITOR U.S. BANK,  
N.A.  
10-26-17 [17]

**Final ruling:**

This case was dismissed on November 21, 2017. As a result the objection will be overruled by minute order as moot. No appearance is necessary.

10. 17-26123-D-13 CHARITY SEYMOUR  
RDG-1

OBJECTION TO CONFIRMATION OF  
PLAN BY TRUSTEE RUSSELL D.  
GREER  
11-6-17 [20]

**Final ruling:**

**This case was dismissed on November 21, 2017. As a result the objection will be overruled by minute order as moot. No appearance is necessary.**

11. 17-20829-D-13 ALBERTO DELAROSA AND  
PGM-2 ESPERANZA LOREDO

MOTION FOR EXEMPTION FROM  
FINANCIAL MANAGEMENT COURSE,  
MOTION FOR CONTINUED  
ADMINISTRATION OF THE CASE  
AND/OR MOTION FOR WAIVER OF THE  
SECTION 1328 CERTIFICATE  
REQUIREMENTS  
11-7-17 [144]

**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 for Omnibus Relief Upon Death of Debtor (the "Motion") is supported by the record. As such the court will grant the Motion. Moving party is to submit an appropriate order. No appearance is necessary.**

12. 17-26131-D-13 NADINE MCDANIEL-ALLEN  
JHW-1

OBJECTION TO CONFIRMATION OF  
PLAN BY FLAGSHIP CREDIT  
ACCEPTANCE, LLC  
11-6-17 [37]

13. 17-23837-D-13 FRANCISCO/MARIA PADILLA  
PGM-2

MOTION TO CONFIRM PLAN  
10-20-17 [64]

14. 16-21940-D-13 JUAN/KIMBERLY MARTINEZ MOTION TO MODIFY PLAN  
PGM-2 10-31-17 [41]

15. 17-25544-D-13 MANUEL/LIZA SABIO MOTION TO CONFIRM PLAN  
JCK-2 10-20-17 [26]

**Final ruling:**

The relief requested in the motion is supported by the record and no timely opposition to the motion has been filed. Accordingly, the court will grant the motion by minute order and no appearance is necessary. The moving party is to lodge an order confirming the plan, amended plan, or modification to plan, and shall use the form of order which is referenced in LBR 3015-1(e). The order is to be signed by the Chapter 13 trustee approving its form prior to the order being submitted to the court.

16. 17-26044-D-13 CAROLL THOMPSON OBJECTION TO DEBTOR'S CLAIM OF  
RDG-3 EXEMPTIONS  
10-23-17 [25]

**Final ruling:**

This is the trustee's objection to the debtor's claims of exemptions. On November 6, 2017, the debtor filed an amended Schedule C. As a result of the filing of the amended Schedule C, the objection is moot. The objection will be overruled as moot by minute order. No appearance is necessary.

17. 17-26248-D-13 MIKE/TRUC VO OBJECTION TO CONFIRMATION OF  
RDG-1 PLAN BY RUSSELL D. GREER  
11-6-17 [15]

**Final ruling:**

This is the debtor's motion for a judgment voiding an alleged judicial lien of HSBC Bank Nevada, N.A. (the "Bank"), based on an earlier order voiding the lien. The motion will be denied for procedural reasons and, as an independent reason, because it is unnecessary.

Procedural matters first. The moving papers do not include a docket control number, as required by LBR 9014-1(c). The motion itself contains instructions for the filing of opposition which are not authorized by the court's local rules. The notice of hearing contains instructions that are in accord with the local rules; however, they conflict with the instructions in the motion, and further, the notice of hearing does not include the cautionary language required by LBR 9014-1(d) (3) (B) (ii). The proof of service evidences service of the notice of hearing only and not the motion. Finally, the moving party served the Bank to the attention of a named "President or authorized personnel," whereas the applicable rule requires service on an FDIC-insured institution, such as the Bank, to the attention of an officer, and only an officer; there is no provision for service on other "authorized personnel."

The motion will be denied as a result of these procedural defects and for the additional independent reason that there is no judicial lien to be avoided, and therefore, the motion is unnecessary. On March 20, 2014, the court entered an order on the debtor's motion to avoid the Bank's lien pursuant to § 522(f), stating: "The judicial lien of HSBC . . . is hereby declared void and unenforceable in its entirety." DN 172, ¶ 3. The order includes the street address and legal description of the property and the recording information for the Bank's abstract of judgment. The debtor now states that the March 20, 2014 order was subject to being set aside until the debtor "obtained a discharge or completed plan payments" (Debtor's Ex. A, at 2:19), and the debtor, having completed her plan, seeks an order declaring the lien "is hereby determined to be entirely, permanently, and for all purposes void and unenforceable." Id. at 3:7-8.

The notion that an additional order is needed overlooks the distinction between the dismissal of a bankruptcy case and the closing of one. Dismissal reinstates any transfer avoided under, among other sections, § 522. § 349(b) (1) (B). There is no similar provision for the closing of a case; that is, a judicial lien is not reinstated upon the closing a chapter 13 case after the debtor completes her plan payments and receives a discharge. "Closing the case does not affect the validity of the discharge injunction, of orders governing rights in property, or orders governing the rights of parties in interest. They remain in effect and enforceable after closing." Menk v. Lapaglia (In re Menk), 241 B.R. 896, 911 (9th Cir. BAP 1999). Dismissal of a case has different consequences. Thus, "[u]nlike closing, avoided transfers are reinstated, certain voided liens revive, and all property of the estate reverts in the entity in which such property was vested immediately before bankruptcy . . . ." Id. at 912.

In short, the Bank's lien has already been avoided, there is no judicial lien remaining to be avoided, the closing of the case did not affect those results, and the present motion is unnecessary. For the reasons stated, procedural and substantive, the motion will be denied by minute order. No appearance is necessary.

**Final ruling:**

This is the debtor's motion for a judgment voiding an alleged judicial lien of Chase Bank USA, N.A. (the "Bank"), based on an earlier order voiding the lien. The motion will be denied for procedural reasons and, as an independent reason, because it is unnecessary.

Procedural matters first. The moving papers do not include a docket control number, as required by LBR 9014-1(c). The motion itself contains instructions for the filing of opposition which are not authorized by the court's local rules. The notice of hearing contains instructions that are in accord with the local rules; however, they conflict with the instructions in the motion, and further, the notice of hearing does not include the cautionary language required by LBR 9014-1(d)(3)(B)(ii). The proof of service evidences service of the notice of hearing only and not the motion. Finally, the moving party served the Bank to the attention of a named "VP or authorized personnel," whereas the applicable rule requires service on an FDIC-insured institution, such as the Bank, to the attention of an officer, and only an officer; there is no provision for service on other "authorized personnel."

The motion will be denied as a result of these procedural defects and for the additional independent reason that there is no judicial lien to be avoided, and therefore, the motion is unnecessary. On January 28, 2014, the court entered an order on the debtor's motion to avoid the Bank's lien pursuant to § 522(f), stating: "The judicial lien of Chase Bank USA . . . is hereby declared void and unenforceable in its entirety." DN 155, ¶ 3. The order includes the street address and legal description of the property and the recording information for the Bank's abstract of judgment. The debtor now states that the January 28, 2014 order was subject to being set aside until the debtor "obtained a discharge or completed plan payments" (Debtor's Ex. A, at 2:19), and the debtor, having completed her plan, seeks an order declaring the lien "is hereby determined to be entirely, permanently, and for all purposes void and unenforceable." Id. at 3:7-8.

The notion that an additional order is needed overlooks the distinction between the dismissal of a bankruptcy case and the closing of one. Dismissal reinstates any transfer avoided under, among other sections, § 522. § 349(b)(1)(B). There is no similar provision for the closing of a case; that is, a judicial lien is not reinstated upon the closing a chapter 13 case after the debtor completes her plan payments and receives a discharge. "Closing the case does not affect the validity of the discharge injunction, of orders governing rights in property, or orders governing the rights of parties in interest. They remain in effect and enforceable after closing." Menk v. Lapaglia (In re Menk), 241 B.R. 896, 911 (9th Cir. BAP 1999). Dismissal of a case has different consequences. Thus, "[u]nlike closing, avoided transfers are reinstated, certain voided liens revive, and all property of the estate reverts in the entity in which such property was vested immediately before bankruptcy . . . ." Id. at 912.

In short, the Bank's lien has already been avoided, there is no judicial lien remaining to be avoided, the closing of the case did not affect those results, and the present motion is unnecessary. For the reasons stated, procedural and substantive, the motion will be denied by minute order. No appearance is necessary.

**Final ruling:**

This is the debtor's motion for a judgment voiding an alleged judicial lien of Citi Bank, N.A. (the "Bank"), based on an earlier order voiding the lien. The motion will be denied for procedural reasons and, as an independent reason, because it is unnecessary.

Procedural matters first. The moving papers do not include a docket control number, as required by LBR 9014-1(c). The motion itself contains instructions for the filing of opposition which are not authorized by the court's local rules. The notice of hearing contains instructions that are in accord with the local rules; however, they conflict with the instructions in the motion, and further, the notice of hearing does not include the cautionary language required by LBR 9014-1(d) (3) (B) (ii). The proof of service evidences service of the notice of hearing only and not the motion. Finally, the moving party served the Bank to the attention of a named "President or authorized personnel," whereas the applicable rule requires service on an FDIC-insured institution, such as the Bank, to the attention of an officer, and only an officer; there is no provision for service on other "authorized personnel."

The motion will be denied as a result of these procedural defects and for the additional independent reason that there is no judicial lien to be avoided, and therefore, the motion is unnecessary. On January 28, 2014, the court entered an order on the debtor's motion to avoid the Bank's lien pursuant to § 522(f), stating: "The judicial lien of Citibank . . . is hereby declared void and unenforceable in its entirety." DN 154, ¶ 3. The order includes the street address and legal description of the property and the recording information for the Bank's abstract of judgment. The debtor now states that the January 28, 2014 order was subject to being set aside until the debtor "obtained a discharge or completed plan payments" (Debtor's Ex. A, at 2:19), and the debtor, having completed her plan, seeks an order declaring the lien "is hereby determined to be entirely, permanently, and for all purposes void and unenforceable." Id. at 3:7-8.

The notion that an additional order is needed overlooks the distinction between the dismissal of a bankruptcy case and the closing of one. Dismissal reinstates any transfer avoided under, among other sections, § 522. § 349(b) (1) (B). There is no similar provision for the closing of a case; that is, a judicial lien is not reinstated upon the closing a chapter 13 case after the debtor completes her plan payments and receives a discharge. "Closing the case does not affect the validity of the discharge injunction, of orders governing rights in property, or orders governing the rights of parties in interest. They remain in effect and enforceable after closing." Menk v. Lapaglia (In re Menk), 241 B.R. 896, 911 (9th Cir. BAP 1999). Dismissal of a case has different consequences. Thus, "[u]nlike closing, avoided transfers are reinstated, certain voided liens revive, and all property of the estate reverts in the entity in which such property was vested immediately before bankruptcy . . . ." Id. at 912.

In short, the Bank's lien has already been avoided, there is no judicial lien remaining to be avoided, the closing of the case did not affect those results, and the present motion is unnecessary. For the reasons stated, procedural and substantive, the motion will be denied by minute order. No appearance is necessary.



21. 16-20059-D-13 LEY NGAR  
GAB-1

MOTION FOR ADMINISTRATIVE  
EXPENSES  
10-19-17 [90]

**Final ruling:**

This case was dismissed on November 14, 2017. As a result the motion will be denied by minute order as moot. No appearance is necessary.

22. 16-26469-D-13 LONEY/MARY TURPIN  
TAG-13

MOTION TO CONFIRM PLAN  
10-20-17 [203]

**Final ruling:**

The relief requested in the motion is supported by the record and no timely opposition to the motion has been filed. Accordingly, the court will grant the motion by minute order and no appearance is necessary. The moving party is to lodge an order confirming the plan, amended plan, or modification to plan, and shall use the form of order which is referenced in LBR 3015-1(e). The order is to be signed by the Chapter 13 trustee approving its form prior to the order being submitted to the court.

23. 17-26073-D-13 ALFREDO/SONJA PEREZ  
RDG-2

OBJECTION TO DEBTORS' CLAIM OF  
EXEMPTIONS  
10-23-17 [20]

**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 issue a minute order sustaining the trustee's objection to the debtors' claim of exemptions. No appearance is necessary.

24. 17-24578-D-13 KATHY FEENEY  
MKM-3

MOTION TO CONFIRM PLAN  
10-13-17 [36]

25. 17-26179-D-13 KERRY/ANGELA BEARDSLEY OBJECTION TO CONFIRMATION OF  
RDG-1 PLAN BY RUSSELL D. GREER  
11-6-17 [15]

**Final ruling:**

This is the objection of the Chapter 13 Trustee to confirmation of the debtors' chapter 13 plan. On November 30, 2017, the debtors filed a first amended plan and a motion to confirm it, set for hearing on January 30, 2018. As a result of the filing of the first amended plan, this objection is moot. The objection will be overruled as moot by minute order. No appearance is necessary.

26. 17-23581-D-13 EDGARDO HIRAM MORALES MOTION TO MODIFY PLAN  
TBK-2 10-20-17 [38]

**Final ruling:**

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

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

27. 17-26083-D-13 ROSA FLORES OBJECTION TO CONFIRMATION OF  
RDG-2 PLAN BY RUSSELL D. GREER  
11-6-17 [22]

28. 17-25885-D-7 CASSIE POTTER OBJECTION TO DEBTOR'S CLAIM OF  
RDG-1 EXEMPTIONS  
10-23-17 [25]

**Final ruling:**

This is the objection of the former chapter 13 trustee in this case to the debtor's claim of exemptions. On November 15, 2017, the case was voluntarily converted to a case under chapter 7 of the Code. A new trustee was appointed and a new period of time to object to exemptions has commenced. See Fed. R. Bankr. P. 1019(2)(B). The objection will be overruled as moot by minute order. No appearance is necessary.

29.	16-27397-D-13 PGM-5	YOLANDA BURGIN	MOTION TO MODIFY PLAN 10-30-17 [93]
30.	17-24798-D-13 17-2152 U.S. TRUSTEE V.	LULU ALFORQUE UST-1 ALFORQUE	MOTION FOR ENTRY OF DEFAULT JUDGMENT 10-26-17 [13]
31.	12-41200-D-13 PGM-7	JOSE/CYNTHIA GUERRERO	CONTINUED MOTION FOR COMPENSATION FOR PETER G. MACALUSO, DEBTORS' ATTORNEY 11-2-17 [97]
32.	17-22407-D-13	SERGIO ZAMORA	MOTION TO DISMISS CASE 11-14-17 [74]

**Tentative ruling:**

This is the debtor's motion to extend the automatic stay. For the following reasons, the court intends to deny the motion. The debtor has failed to overcome by clear and convincing evidence the presumption that this case was not filed in good faith. Pursuant to § 362(c)(3)(C), a case is presumptively not filed in good faith if a prior case was dismissed within the year preceding the filing of the current case after the debtor failed to file or amend required documents or if there has not been a substantial change in the debtor's financial or personal affairs since the dismissal of the prior case or any other reason to conclude that the present case will be concluded with a confirmed plan that will be fully performed. Both of these factors raise the presumption in the present case. A debtor may rebut the presumption by clear and convincing evidence to the contrary.

The debtor's attorney claims in the motion that during the prior case, the debtor's income was lower than anticipated as his rental income was unpredictable and his self-employment income was lower than average; thus, he was unable to make his plan payments. The motion adds that the debtor's income has stabilized now and he is now able to make his plan payments. The motion is not evidence; it is mere argument, and there is no declaration of the debtor or any other evidence supporting the motion. Thus, the debtor has failed to rebut by clear and convincing evidence the presumption that this case was not filed in good faith.

For the reasons stated, the motion will be denied. The court will hear the matter.

**Tentative ruling:**

This is the debtor's motion to value collateral of Santander Consumer USA, Inc. ("Santander"); namely, a 2012 Kia Rio LX. The motion was brought pursuant to LBR 9014-1(f)(2); thus, the court will entertain opposition, if any, at the hearing. However, for the guidance of the parties, the court issues this tentative ruling. If Santander appears at the hearing, the court will hear its opposition. In any event, however, the court will, at most, grant the motion only in part because the debtor has not demonstrated she is entitled to the relief sought in the amount requested, as required by LBR 9014-1(d)(3)(D).

The debtor purchased the vehicle in December of 2014, within two years prior to the filing of this case. Thus, ordinarily, the "hanging paragraph" that follows § 1325(a)(9) would preclude her from valuing the claim at less than its full amount. However, the debtor claims a portion of the debt was on account of the negative equity in the debtor's trade-in vehicle, in the amount of \$2,869.99. Thus, the debtor seeks an order that Santander's secured claim be limited to \$18,556.06 (the amount due Santander per its proof of claim, \$21,426.05, less the amount of the alleged negative equity, \$2,869.99).

In AmeriCredit Fin. Servs. v. Penrod (In re Penrod), 611 F.3d 1158 (9th Cir. 2010), the court held that "a creditor does not have a purchase money security interest in the 'negative equity' of a vehicle traded in during a new vehicle purchase." 611 F.3d at 1164. It appears in this case that the true negative equity portion of the debt is not purchase money and should be deducted from the total amount of the claim to determine the secured portion.

However, the portion of the debt that is attributable to negative equity financed by the seller was offset by the amount of the debtor's cash down payment of \$1,000, such that the actual amount of the negative equity financed by Santander was only \$1,869.99, not \$2,869.99 as the debtor claims. See Retail Installment Contract attached to Santander's proof of claim, Part A, at line 11 and Part E. In In re Siemers, 2011 Bankr. LEXIS 4489 (Bankr. W.D. Wash. 2011), the debtors raised the same issue the court finds here and ruled against the debtors, holding that where the contract between the parties "computed the initial negative equity and then applied the cash down payment to reduce the negative equity," the debtors were "not entitled to cram down [the new lender's] claim by any more than [the reduced] amount." 2011 Bankr. LEXIS 4489, at \*6; see also In re Gray, 382 B.R. 438, 442 (Bankr. E.D. Tenn. 2008) [amount of manufacturer's rebates and debtor's down payments properly applied against negative equity financed].

For the reasons stated, the court intends to grant the motion in part (subject to any further opposition raised by Santander at the hearing) and to value Santander's secured claim in the amount of its proof of claim, \$21,426.05, less the amount of the negative equity financing provided by Santander, \$2,869.99, offset by the debtor's down payment, \$1,000, for a secured claim of \$19,556.06. As a final matter, the debtor requests, in addition to an order limiting the secured claim by deducting the amount of the negative equity financing, that the court also issue an order valuing the collateral in the amount of \$7,250. There would be no point to this relief because the hanging paragraph, which the debtor admits applies to this claim, prevents the debtor from obtaining an order valuing collateral under § 506(a). Thus, that portion of the relief requested will be denied.

The court will hear the matter.

35. 16-26469-D-13 LONEY/MARY TURPIN  
TAG-14

MOTION TO SELL  
11-14-17 [209]

36. 17-24578-D-13 KATHY FEENEY  
MKM-3

COUNTER MOTION TO DISMISS CASE  
11-16-17 [47]

**Tentative ruling:**

This is the countermotion of the Internal Revenue Service to dismiss this chapter 13 case. The countermotion will be denied for the following reasons: (1) the proof of service is not signed under oath, as required by 28 U.S.C. § 1746; and (2) the moving party served the debtor, the debtor's attorney, the chapter 13 trustee, and the United States Trustee, but failed to serve the other creditors in the case. Although Rule 2002(a)(4) <sup>1</sup> does not explicitly require service on all creditors of motions to dismiss chapter 13 cases, Rule 1017(a) appears to require such service. Rule 1017(a) states that "[e]xcept as provided in [certain sections in chapter 7 and chapter 12] and 1307(b) of the Code, . . . a case shall not be dismissed . . . for want of prosecution or other cause, . . . before a hearing on notice as provided in Rule 2002." Rule 1017(a) (emphasis added). The rule goes on to require that "[f]or the purpose of the notice, the debtor shall file a list of creditors with their addresses within the time fixed by the court unless the list was previously filed." Id.

Because the rule applies except for dismissals under § 1307(b) (dismissal on request of the debtor), the strong implication is that the rule applies to motions for dismissal under other subsections of § 1307, including subsection (c) - dismissal for cause, such as the present motion. Further, § 1307(c) requires "notice and a hearing," which means "such notice as is appropriate in the particular circumstances" (§ 101(1)(A)), which, in this case, the court finds to include all creditors. As a result of these service defects, the motion will be denied without prejudice by minute order. Alternatively, the hearing will be continued to allow for the service defect outlined above to be corrected.

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1 All rule references are to the Federal Rules of Bankruptcy Procedure.

37. 17-24880-D-13 JESSE NIETO  
CJO-1  
U.S. BANK TRUST, N.A. VS.

MOTION FOR RELIEF FROM  
AUTOMATIC STAY  
9-26-17 [16]

38. 17-21381-D-13 SANDRA SANDERS  
PGM-2

CONTINUED MOTION TO CONFIRM  
PLAN  
10-6-17 [58]

39. 17-27693-D-13 ANTHONY MOORE  
PGM-1

MOTION TO IMPOSE AUTOMATIC STAY  
O.S.T.  
11-22-17 [10]