

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

**Tuesday, April 17, 2018**

**Hearing Room 302**

8:30 AM

**1:17-13381 Sylvester A. Talavera**

**Chapter 7**

**#1.00 Reaffirmation Agreement Between Debtor and  
American Honda Finance Corporation**

Docket 10

**Tentative Ruling:**

Petition date: 12/22/17

Was Reaffirmation Agreement filed w/in 60 days of the conclusion of the 1st 341(a) meeting as required by LR 4008-1? Yes

Discharge: No

Property: 2013 Honda Civic

Debtor's valuation of property (Sch. B): \$10,834

Amount to be reaffirmed: \$2,956.40

APR: 1.9%

Contract terms: \$425.73 per month

Monthly Income (Schedule I): \$2,540.62

Monthly expenses: (Schedule J): \$2,530.73

Disposable income: \$9.89

Sec. 524(k) disclosures received in writing prior to Debtor's signing the agreement? Yes

If disposable income is insufficient to make payments, then there is a rebuttable presumption of undue hardship. Did Debtor explain how he/she will be able to afford the payments in Part D?

There is no presumption of undue hardship.

Debtor has a right to rescind agreement anytime prior to discharge, or until May 12, 2018, **whichever is later.**

RULING MAY BE MODIFIED AT HEARING.

**Party Information**

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
Judge Maureen Tighe, Presiding  
Courtroom 302 Calendar**

**Tuesday, April 17, 2018**

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8:30 AM

**CONT... Sylvester A. Talavera**

**Chapter 7**

**Debtor(s):**

Sylvester A. Talavera

Represented By  
R Grace Rodriguez

**Trustee(s):**

Nancy J Zamora (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
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**Tuesday, April 17, 2018**

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8:30 AM

**1:18-10093 James Mark Eisenman**

**Chapter 7**

**#2.00 Reaffirmation Agreement Between Debtor and  
Wells Fargo Dealer Services**

Docket 18

**Tentative Ruling:**

Petition date: 1/11/2018

Was Reaffirmation Agreement filed w/in 60 days of the conclusion of the 1st 341(a) meeting as required by LR 4008-1? Yes

Discharge?: No

Property: 2015 Jeep Patriot 4-Cyl.

Debtor's valuation of property (Sch. B): \$9,000

Amount to be reaffirmed: 6,334.31

APR: 4.990%

Contract terms: \$247.40 per month

Monthly Income (Schedule I): \$ 2,500

Monthly expenses: (Schedule J): \$ 4,510

Disposable income: <\$2,010>

Sec. 524(k) disclosures received in writing prior to Debtor's signing the agreement? Yes

If disposable income is insufficient to make payments, then there is a rebuttable presumption of undue hardship. Did Debtor explain how he/she will be able to afford the payments in Part D?

Debtor expects to have higher income once he starts up his business again.

Debtor has a right to rescind agreement anytime prior to discharge, or until May 15, 2018, **whichever is later.**

RULING MAY BE MODIFIED AT HEARING.

**Party Information**

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
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8:30 AM

**CONT... James Mark Eisenman**

**Chapter 7**

**Debtor(s):**

James Mark Eisenman

Pro Se

**Trustee(s):**

Nancy J Zamora (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
San Fernando Valley  
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**Hearing Room 302**

8:30 AM

**1:18-10458 Maria Del Carmen Suarez**

**Chapter 7**

**#3.00 Reaffirmation Agreement with  
Kinecta Federal Credit Union**

Docket 9

**Tentative Ruling:**

Petition date: 2/20/18

Was Reaffirmation Agreement filed w/in 60 days of the conclusion of the 1st 341(a) meeting as required by LR 4008-1? Yes

Discharge?: No

Property: 2012 Nissan Frontier (Schedule B notes that the car does not belong to the Debtor and that "'constructive trustee' Enrique Suarez Galindo is paying for the vehicle")

Debtor's valuation of property (Sch. B): \$15,325

Amount to be reaffirmed: \$12,184

APR: 2.74%

Contract terms: \$263.56 per month

Monthly Income (Schedule I): \$ 1,457.50

Monthly expenses: (Schedule J): \$ 1,493.75

Disposable income: <\$36.25>

Sec. 524(k) disclosures received in writing prior to Debtor's signing the agreement? Yes

If disposable income is insufficient to make payments, then there is a rebuttable presumption of undue hardship. Did Debtor explain how he/she will be able to afford the payments in Part D?

Debtor states that Enrique Suarez has the vehicle in his possession and makes all payments related to the vehicle.

Debtor has a right to rescind agreement anytime prior to discharge, or until May 25, 2018, **whichever is later.**

RULING MAY BE MODIFIED AT HEARING.

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8:30 AM

**CONT... Maria Del Carmen Suarez**

**Chapter 7**

**Party Information**

**Debtor(s):**

Maria Del Carmen Suarez

Represented By  
Carlos A Delgado Ibarcena

**Trustee(s):**

Diane C Weil (TR)

Pro Se