

**United States Bankruptcy Court
Central District of California
San Fernando Valley
Judge Martin R. Barash, Presiding
Courtroom 303 Calendar**

Tuesday, February 15, 2022

Hearing Room 303

12:00 PM

1:22-10034 Ana K Aguirre

Chapter 7

#1.00 Reaffirmation Agreement between debtor and
Toyota Motor Credit Corporation

Docket 7

Tentative Ruling:

Petition Date: 1/11/22

Creditor: Toyota Motor Credit Corporation

Was Reaffirmation Agreement filed w/in 60 days of the conclusion of the first §341(a) meeting as required by LBR 4008-1: Yes

Entry of Discharge / (if applicable) Was the Reaffirmation Agreement signed before the Entry of Discharge: Yes

Collateral: 2016 Toyota Corolla VIN ending 4600

Debtor's Valuation of Collateral: \$17,275 per reaff agreement; \$17,000 per Sch B & C

Amount to Be Reaffirmed: \$3,296.06

New APR / Old APR: 0% / 0%

Repayment Terms: \$366.82 per month for 9 months

Monthly Income per Current Schedule I: \$2,080.84

Monthly Expenses per Current Schedule J: \$3,800.82 (includes the \$366.82 monthly payment)

Monthly Net Disposable Income: (\$1,719.98)

§ 524(k) disclosures received in writing prior to Debtor(s) signing the Reaffirmation Agreement as required by §524(c)(2)? Yes

If Debtor(s) monthly net disposable income is insufficient to make payments, then

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there is a rebuttable presumption of undue hardship. Did Debtor(s) explain how he/she/they will be able to afford the payments? [Family members will assist with payments.](#)

Debtor has a right to rescind the Reaffirmation Agreement any time prior to the later of discharge or until (the date 60 days after the agreement was filed with the Court):
[Discharge or 3/28/22](#)

Party Information

Debtor(s):

Ana K Aguirre

Represented By
Nathan A Berneman

Trustee(s):

David Seror (TR)

Pro Se