

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

Tuesday, April 20, 2021

Hearing Room 302

8:30 AM
1:00-00000

Chapter

#0.00 The 8:30 am Reaffirmation Agreement calendar will be conducted remotely, using ZoomGov video and audio. By Judge Barash

Parties in interest and members of the public may connect to the video and audio feeds, free of charge, using the connection information provided below.

Individuals may participate by ZoomGov video and audio using a personal computer (equipped with camera, microphone and speaker), or a handheld mobile device (such as an iPhone or Android phone). Individuals may opt to participate by audio only using a telephone (standard telephone charges may apply).

Neither a Zoom nor a ZoomGov account is necessary to participate and no pre-registration is required. The audio portion of each hearing will be recorded electronically by the Court and constitutes its official record.

Video/audio web address: <https://cacb.zoomgov.com/j/1605461706>

Meeting ID: 160 546 1706

Password: 434088

Telephone Conference Lines: **1 (669) 254-5252 or 1 (646) 828-7666**

Meeting ID: 160 546 1706

Password: 434088

Docket 0

Tentative Ruling:

- NONE LISTED -

**United States Bankruptcy Court
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8:30 AM
CONT...

Chapter

**United States Bankruptcy Court
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Tuesday, April 20, 2021

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8:30 AM

1:20-11469 Barry C. Irick

Chapter 7

**#0.01 Pro se Reaffirmation Agreement with
Kinecta Federal Credit Union**

fr. 12/15/20, 1/19/21, 2/16/21; 3/16/21

Docket 11

Tentative Ruling:

This matter was continued from 3/16/21 so that the Reaffirmation Agreement filed on 3/8/21, ECF doc. 16, purporting to treat the same debt obligation, The newly filed reaffirmation agreement is #0.02 on Judge Tighe's reaffirmation calendar for today. This matter, related to ECF doc. 11, appears to be moot, given the filing of doc. 16.

The reaffirmation agreement filed on the docket for this case as ECF doc. 11 is DENIED as MOOT.

APPEARANCES WAIVED.

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| Party Information |
|--------------------------|

Debtor(s):

Barry C. Irick

Represented By
Nathan A Berneman

Trustee(s):

Amy L Goldman (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
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Tuesday, April 20, 2021

Hearing Room 302

8:30 AM

1:20-11469 Barry C. Irick

Chapter 7

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

Docket 16

Tentative Ruling:

Petition date: 8/17/2020

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: "LINE OF CREDIT"

Debtor's valuation of property (Sch. B): not listed on Sch. B

Amount to be reaffirmed: \$1,529.56

APR: 9.990%

Contract terms: \$80.00 per month for indeterminate term. Reaffirmation, Part I, para. G

Monthly Income (Schedule I): \$6,848.50

Monthly expenses: (Schedule J): \$6,827

Disposable income: \$21.50

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 explains that because the bankruptcy has alleviated his debt, he will be better able to manage his monthly budget and continue this payment. Creditor has also agreed that, upon receipt of an order approving this reaffirmation, it will report all payments to credit reporting agencies for Debtor's account.

Debtor has a right to rescind agreement anytime prior to discharge, or until May 8, 2021, whichever is later.

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CONT... Barry C. Irick

Chapter 7

Party Information

Debtor(s):

Barry C. Irick

Represented By
Nathan A Berneman

Trustee(s):

Amy L Goldman (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
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Tuesday, April 20, 2021

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8:30 AM

1:20-12176 Kelly Contreras and Robert Alfonso Garcia, Jr.

Chapter 7

#0.03 Pro se Reaffirmation Agreement with
American Honda Finance Corporation
(2019 Honda Civic
Vin #2HGFC3A66KH752010)

Docket 18

Tentative Ruling:

Petition date: 12/9/2020

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: 2019 Honda Civic (VIN ending 2010)

Debtor's valuation of property (Sch. B): \$0 (LEASE)

Amount to be reaffirmed: \$9,297

APR: 0% (fixed)

Contract terms: \$419.74 per month for 22 months

Monthly Income (Schedule I): \$2,492.50

Monthly expenses: (Schedule J): \$3,491.54

Disposable income: <\$994.04>

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

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CONT... Kelly Contreras and Robert Alfonzo Garcia, Jr. Chapter 7

rebuttable presumption of undue hardship. Did Debtor explain how he/she will be able to afford the payments in Part D?

Debtor explained that she needs a vehicle to work and that she intends to use the earnings from her income to make this payment. This payment is listed on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until April 25, 2021, whichever is later.

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| Party Information |
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Debtor(s):

Kelly Contreras

Represented By
Nathan A Berneman

Joint Debtor(s):

Robert Alfonzo Garcia Jr.

Represented By
Nathan A Berneman

Trustee(s):

Diane C Weil (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
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1:20-12176 Kelly Contreras and Robert Alfonso Garcia, Jr.

Chapter 7

#0.04 Pro se Reaffirmation Agreement with
American Honda Finance Corporation
(2019 Honda Civic
Vin #2HGFC2F61KH532057)

Docket 19

Tentative Ruling:

Petition date: 12/9/2020

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: 2019 Honda Civic (VIN ending 2057)

Debtor's valuation of property (Sch. B): \$0 (LEASE)

Amount to be reaffirmed: \$13,197.36

APR: 0% (fixed)

Contract terms: \$549.89 per month for 24
months

Monthly Income (Schedule I): \$2,492.50

Monthly expenses: (Schedule J): \$3,491.54

Disposable income: <\$994.04>

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

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CONT... Kelly Contreras and Robert Alfonso Garcia, Jr. Chapter 7

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 explained that she needs a vehicle to work and that she intends to use the earnings from her income to make this payment. This payment is listed on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until April 25, 2021, whichever is later.

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| Party Information |
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Debtor(s):

Kelly Contreras

Represented By
Nathan A Berneman

Joint Debtor(s):

Robert Alfonso Garcia Jr.

Represented By
Nathan A Berneman

Trustee(s):

Diane C Weil (TR)

Pro Se

**United States Bankruptcy Court
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1:20-12237 Jasmine Tara Marie Boyle

Chapter 7

#0.05 Reaffirmation Agreement with Toyota Motor
Credit Corporation

fr. 3/16/21

Docket 9

Tentative Ruling:

CONTINUED FROM 3-16-21

Petition date: 12/18/2020

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: 2016 Toyota RAV-4

Debtor's valuation of property (Sch. B): \$14,536

Amount to be reaffirmed: \$27,654.18

APR: 8.9% (fixed)

Contract terms: \$545.04 per month for 63 months

Monthly Income (Schedule I): \$1,701.24

Monthly expenses: (Schedule J): \$2,490

Disposable income: <\$788.76>

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

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CONT... Jasmine Tara Marie Boyle

Chapter 7

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 in Part D that she has experienced an increase in the amount of work she is able to do & she attests that she is able to make this payment. This payment is provided for on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until March 30, 2021, whichever is later.

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| Party Information |
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Debtor(s):

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| Jasmine Tara Marie Boyle | Pro Se |
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Trustee(s):

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| Amy L Goldman (TR) | Pro Se |
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**United States Bankruptcy Court
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1:21-10118 Nikita Mordasov

Chapter 7

**#0.06 Pro se Reaffirmation Agreement with
Andrews Federal Credit Union**

Docket 9

Tentative Ruling:

Petition date: 1/26/21

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 Ford Escape

Debtor's valuation of property (Sch. B): \$10,000

Amount to be reaffirmed: \$4,284.65

APR: 2.24% (fixed)

Contract terms: \$423.48 per month for 11 months

Monthly Income (Schedule I): \$2,063

Monthly expenses: (Schedule J): \$2,050

Disposable income: \$13.00

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?

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CONT... Nikita Mordasov

Chapter 7

This payment is listed on Sch. J

Debtor has a right to rescind agreement anytime prior to discharge, or until May 10, 2021, whichever is later.

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| Party Information |
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Debtor(s):

Nikita Mordasov

Represented By
Gregory M Shanfeld

Trustee(s):

Amy L Goldman (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
San Fernando Valley
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Tuesday, April 20, 2021

Hearing Room 302

8:30 AM

1:21-10268 Linda M. Bergman

Chapter 7

**#0.07 Pro se Reaffirmation Agreement with
Nationstar Mortgage LLC d/b/a Mr. Cooper**

Docket 9

Tentative Ruling:

Petition date: 2/18/21

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: 21355 San Jose St., Chatsworth, CA 91311

Debtor's valuation of property (Sch. B): \$737,000

Amount to be reaffirmed: \$189,008

APR: 3.125% (fixed)

Contract terms: \$3,231.95 per month for 105 months

Monthly Income (Schedule I): \$5,824.65

Monthly expenses: (Schedule J): \$5,750

Disposable income: \$74.65

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?

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CONT... Linda M. Bergman

Chapter 7

Debtor provided no statement in support of this reaffirmation. A \$2,700 payment is listed on Sch. J as a "rental or home ownership expenses for your residence" for the first mortgage

Debtor has a right to rescind agreement anytime prior to discharge, or until May 16, 2021, whichever is later.

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| Party Information |
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Debtor(s):

Linda M. Bergman

Represented By
R Grace Rodriguez

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
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Tuesday, April 20, 2021

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8:30 AM

1:21-10301 Shirley Ann Kenninger

Chapter 7

**#0.08 Pro se Reaffirmation Agreement with
Golden 1 Credit Union**

Docket 40

Tentative Ruling:

Petition date: 2/24/21

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 Toyota Camry

Debtor's valuation of property (Sch. B): \$7,500

Amount to be reaffirmed: \$5,631

APR: 4.44% (fixed)

Contract terms: \$177.66 per month for 34 months

Monthly Income (Schedule I): \$3,300

Monthly expenses: (Schedule J): \$3,269

Disposable income: \$31.00

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?

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CONT... Shirley Ann Kenninger

Chapter 7

This payment is provided for in Sch. J

Debtor has a right to rescind agreement anytime prior to discharge, or until June 2, 2021, whichever is later.

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| Party Information |
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Debtor(s):

Shirley Ann Kenninger

Pro Se

Trustee(s):

David Seror (TR)

Pro Se

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1:00-00000

Chapter

#0.00 This calendar will be conducted remotely, using ZoomGov video and audio.

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Meeting ID: 160 702 1801
Password: 619282

Dial by your location: 1 -669-254-5252 OR 1-646-828-7666
Meeting ID: 160 702 1801
Password: 619282

Docket 0

***** VACATED *** REASON: ***TRIAL VACATED*****

Tentative Ruling:

- NONE LISTED -

**United States Bankruptcy Court
Central District of California
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Tuesday, April 20, 2021

Hearing Room 302

9:30 AM

1:20-10443 Gilbert J Gonzaga

Chapter 7

Adv#: 1:20-01048 Hagen-Olson v. Gonzaga et al

#1.00 TRIAL - DAY 2
Re: Complaint to determine
dischargeability

fr. 7/1/20, 9/30/20; 12/9/20, 3/10/21

Docket 1

***** VACATED *** REASON: Trial resolved on 4/16/21 - hm**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Gilbert J Gonzaga

Represented By
Kevin T Simon

Defendant(s):

Gilbert J Gonzaga

Pro Se

Chona Sangco Chua Gonzaga

Pro Se

GCNJ Global Enterprises, Inc.

Pro Se

GCNJ Enterprises, Inc.

Pro Se

Fantastic Sams Newbury LLP

Pro Se

Joint Debtor(s):

Chona Sangco Chua Gonzaga

Represented By
Kevin T Simon

Plaintiff(s):

Leah Kathleen Hagen-Olson

Represented By
Bret G Anderson

**United States Bankruptcy Court
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CONT... Gilbert J Gonzaga

Chapter 7

Trustee(s):

David Keith Gottlieb (TR)

Pro Se