

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

1:19-12994 Carlos Gutierrez-Garcia

Chapter 7

**#1.00 Reaffirmation Agreement with
Toyota Motor Credit Corporation**

Docket 13

Matter Notes:

You will not be permitted to be physically present in the courtroom. You may connect to the videoconference by entering the Videoconference URL shown below into an internet browser on a computer, tablet or smartphone, and entering the meeting ID and password, when prompted:

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Password: 751332

Public Counsel, a pro bono legal organization has prepared an informational video explaining the reaffirmation hearing process. The video is available online in both English and Spanish. You are strongly encouraged to watch the video before the reaffirmation hearing.

English: <http://www.publiccounsel.org/video?id=0113>

Spanish: <http://www.publiccounsel.org/video?id=0114>

Tentative Ruling:

Petition date: 11/30/19

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: 2018 Toyota Tacoma

**United States Bankruptcy Court
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Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

CONT... Carlos Gutierrez-Garcia

Chapter 7

Debtor's valuation of property (Sch. B): \$25,000

Amount to be reaffirmed: \$25,397

APR: 2.9% (fixed)

Contract terms: \$484.97 per month for 57 months

Monthly Income (Schedule I): \$5,986.24

Monthly expenses: (Schedule J): \$7,093

Disposable income: <\$1,106.76>

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 he has reduced his monthly expenses to be able to afford this payment. It appears that this payment is reflected in Sch. J as a \$470 per month expense.

Debtor has a right to rescind agreement anytime prior to discharge, or until May 10, 2020, whichever is later.

Party Information

Debtor(s):

Carlos Gutierrez-Garcia

Represented By
Gregory Grigoryants

Trustee(s):

Diane C Weil (TR)

Pro Se

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

1:19-13098 Wade Foote

Chapter 7

**#2.00 Pro se Reaffirmation Agreement
with Ally Bank**

Docket 18

Matter Notes:

- NONE LISTED -

Tentative Ruling:

Petition date: 12/13/19

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: 2014 Audi A4

Debtor's valuation of property (Sch. B): \$10,500

Amount to be reaffirmed: \$7,578.25

APR: 6.24% (fixed)

Contract terms: \$182.45 per month for 46 months

Monthly Income (Schedule I): \$900.00

Monthly expenses: (Schedule J): \$2,943.74

Disposable income: <\$2,043.74>

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 his income has increased post-petition & this payment is listed on Sch. J. Debtor also explains that he is the co-signer for this vehicle's financing.

Debtor has a right to rescind agreement anytime prior to discharge, or until May 3, 2020,

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

CONT... **Wade Foote**
whichever is later.

Chapter 7

Party Information

Debtor(s):

Wade Foote

Represented By
Michael Jay Berger

Trustee(s):

Nancy J Zamora (TR)

Pro Se

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

1:20-10003 Bradley M Ditzel and Kelly L Ditzel

Chapter 7

**#3.00 Pro se Reaffirmation Agreement
with Ford Motor Credit Company LLC**

Docket 15

Matter Notes:

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Tentative Ruling:

Petition date: 1/2/2020

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: 2017 Ford Focus

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

CONT... Bradley M Ditzel and Kelly L Ditzel

Chapter 7

Debtor's valuation of property (Sch. B): \$12,324

Amount to be reaffirmed: \$12,482.38

APR: 5.99% (fixed)

Contract terms: \$266.43 per month for 54 months

Monthly Income (Schedule I): \$5,845

Monthly expenses: (Schedule J): \$5,715

Disposable income: \$130.00

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?

Debtors explain that their income will increase from "periodic overtime." This payment is listed on Sch. J as \$235 per month.

Debtor has a right to rescind agreement anytime prior to discharge, or until June 8, 2020, whichever is later.

Party Information

Debtor(s):

Bradley M Ditzel	Pro Se
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Joint Debtor(s):

Kelly L Ditzel	Pro Se
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Trustee(s):

David Seror (TR)	Pro Se
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**United States Bankruptcy Court
Central District of California
San Fernando Valley
Chief Judge Maureen Tighe, Presiding
Courtroom 302 Calendar**

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

1:20-10003 Bradley M Ditzel and Kelly L Ditzel

Chapter 7

**#4.00 Reaffirmation Agreement
with Ford Motor Credit Company LLC**

Docket 16

Matter Notes:

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Spanish: <http://www.publiccounsel.org/video?id=0114>

Tentative Ruling:

Petition date: 1/2/2020

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 Ford Escape

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

1:20-10023 Daniel Joseph McGuire

Chapter 7

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

Docket 15

Matter Notes:

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Tentative Ruling:

Petition date: 1/7/2020

Was Reaffirmation Agreement filed w/in 60 days of the conclusion of the 1st 341(a) meeting as required by LBR 4008-1? **No**. The period provided for under LBR 4008-1 expired on 4/4/2020, but the reaffirmation agreement was filed on 4/8/2020.

Discharge?: No

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

CONT... Daniel Joseph McGuire

Chapter 7

Property: 21438 Dumetz Rd. Woodland Hills, CA

Debtor's valuation of property (Sch. B): \$385,000

Amount to be reaffirmed: \$314,490

APR: 4.125% (fixed)

Contract terms: \$2,036.55 per month for 425 months

Monthly Income (Schedule I): \$4,968

Monthly expenses: (Schedule J): \$5,976.43

Disposable income: <\$1,007.59>

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 he will seek additional employment and reduce expenses to afford this payment. Debtor's mortgage payment is listed on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until March 21, 2020, whichever is later.

Party Information

Debtor(s):

Daniel Joseph McGuire

Pro Se

Trustee(s):

Diane C Weil (TR)

Pro Se

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

1:20-10172 Shedireck Delshay Turner, Jr

Chapter 7

**#6.00 Pro se Reaffirmation Agreement
with Carvana LLC**

Docket 11

***** VACATED *** REASON: Notice of Rescission of Reaffirmation
Agreement filed 4/23/20 - jc**

Matter Notes:

- NONE LISTED -

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Shedireck Delshay Turner Jr	Pro Se
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Trustee(s):

David Seror (TR)	Pro Se
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**United States Bankruptcy Court
Central District of California
San Fernando Valley
Chief Judge Maureen Tighe, Presiding
Courtroom 302 Calendar**

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

1:20-10258 Louis W. Cantillo

Chapter 7

**#7.00 Pro se Reaffirmation Agreement
with Ford Motor Credit Company**

Docket 15

Matter Notes:

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Tentative Ruling:

Petition date: 1/31/2020

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: 2017 Ford T250 Transit Van

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

CONT... Louis W. Cantillo

Chapter 7

Debtor's valuation of property (Sch. B): \$20,000

Amount to be reaffirmed: \$23,148.39

APR: 6.99% (fixed)

Contract terms: \$615.46 per month for 42 months

Monthly Income (Schedule I): \$2,037

Monthly expenses: (Schedule J): \$2,710

Disposable income: <\$673>

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 he is receiving help from his family members to make this payment. This payment is not reflected in Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until June 17, 2020, whichever is later.

Party Information

Debtor(s):

Louis W. Cantillo

Represented By
Ali R Nader

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

1:20-10268 Angel Landeros Barajas

Chapter 7

**#8.00 Pro se Reaffirmation Agreement
with American Honda Finance Corp.**

Docket 12

Matter Notes:

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English: <http://www.publiccounsel.org/video?id=0113>

Spanish: <http://www.publiccounsel.org/video?id=0114>

Tentative Ruling:

Petition date: 2/3/2020

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: 2017 Honda Accord

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

CONT... Angel Landeros Barajas

Chapter 7

Debtor's valuation of property (Sch. B): \$13,562

Amount to be reaffirmed: \$16,512.48

APR: 1.90% fixed

Contract terms: \$470.56 per month for 37 months

Monthly Income (Schedule I): \$3,061.34

Monthly expenses: (Schedule J): \$3,700

Disposable income: <\$638.66>

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 he is not making the payments on this vehicle. A signed declaration attached to the reaffirmation agreement indicates that Maria del Rocio de Jesus Luna has been making, and will continue to make, the payments for this vehicle.

Debtor has a right to rescind agreement anytime prior to discharge, or until May 25, 2020, whichever is later.

Party Information

Debtor(s):

Angel Landeros Barajas

Pro Se

Trustee(s):

Nancy J Zamora (TR)

Pro Se

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

1:20-10735 Shirley A. Cabico

Chapter 7

**#9.00 Pro se Reaffirmation Agreement
with TD Auto Finance LLC**

Docket 12

Matter Notes:

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Tentative Ruling:

Petition date: 4/1/2020

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 Toyota RAV-4

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

CONT... Shirley A. Cabico

Chapter 7

Debtor's valuation of property (Sch. B): \$23,084

Amount to be reaffirmed: \$26,422.88

APR: 8.24% fixed

Contract terms: \$490 per month for 66 months

Monthly Income (Schedule I): \$7,751.49

Monthly expenses: (Schedule J): \$7,742

Disposable income: \$9.49

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 does not explain how she will afford this payment. This payment is listed on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until July 6, 2020, whichever is later.

Party Information

Debtor(s):

Shirley A. Cabico

Represented By
R Grace Rodriguez

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

1:20-10772 Claire Frances V Juarez

Chapter 7

**#10.00 Reaffirmation Agreement with
Logix Federal Credit Union**

Docket 9

Matter Notes:

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English: <http://www.publiccounsel.org/video?id=0113>
Spanish: <http://www.publiccounsel.org/video?id=0114>

Tentative Ruling:

Petition date: 4/15/2020

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: 2015 Toyota Highlander

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

Tuesday, June 16, 2020

Hearing Room 302

8:30 AM

CONT... Claire Frances V Juarez

Chapter 7

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

Amount to be reaffirmed: \$19,500

APR: 3.64% fixed

Contract terms: \$545.51 per month for 47 months

Monthly Income (Schedule I): \$3,428

Monthly expenses: (Schedule J): \$3,365

Disposable income: \$63.00

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?

Debtor does not explain how she will afford this payment. This payment is listed on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until July 11, 2020, whichever is later.

Party Information

Debtor(s):

Claire Frances V Juarez

Pro Se

Trustee(s):

Diane C Weil (TR)

Pro Se