

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

Tuesday, August 21, 2018

Hearing Room 302

8:30 AM

1:18-11114 Lori K Dumont

Chapter 7

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

Docket 8

Tentative Ruling:

Petition date: 4/30/18

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: 2017 Honda Civic

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

Amount to be reaffirmed: \$9,567.30

APR: N/A

Contract terms: \$318.91 per month for 30 months

Monthly Income (Schedule I): \$3,407.76

Monthly expenses: (Schedule J): \$3,368.91

Disposable income: \$38.85

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 did not explain how she will make the payments on this lease. This payment is listed on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until September 25, 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, August 21, 2018

Hearing Room 302

8:30 AM

CONT... Lori K Dumont

Chapter 7

Debtor(s):

Lori K Dumont

Represented By
R Grace Rodriguez

Trustee(s):

Nancy J Zamora (TR)

Pro Se

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

Tuesday, August 21, 2018

Hearing Room 302

8:30 AM

1:18-11156 Marybell Estrada

Chapter 7

**#2.00 Reaffirmation Agreement Between Debtor
and Ford Motor Credit Company LLC**

Docket 10

Tentative Ruling:

Petition date: 5/4/18

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: 2013 Ford Fusion

Debtor's valuation of property (Sch. B): \$7,562

Amount to be reaffirmed: \$10,826.81

APR: 3.9%

Contract terms: \$681.34 per month for approx. 15 months (one payment of \$714.89)

Monthly Income (Schedule I): \$4,686.30

Monthly expenses: (Schedule J): \$5,235.06

Disposable income: <\$548.76>

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 she got a new job with slightly higher pay, as well as cut some of her expenses. This payment is listed on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until September 10, 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, August 21, 2018

Hearing Room 302

8:30 AM

CONT... Marybell Estrada

Chapter 7

Debtor(s):

Marybell Estrada

Represented By
Mark J Markus

Trustee(s):

Diane C Weil (TR)

Pro Se

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

Tuesday, August 21, 2018

Hearing Room 302

8:30 AM

1:18-11292 Silvia L Sandoval

Chapter 7

**#3.00 Pro se Reaffirmation Agreement Between Debtor and
BEN BRIDGE JEWELERS**

Docket 11

Tentative Ruling:

Petition date: 5/18/18

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: Gold Rolex Cosmograph watch

Debtor's valuation of property (Sch. B): not listed on Sch. B; creditor lists value as \$17,410

Amount to be reaffirmed: \$6,322.32

APR: 12% (19.80% prior to bankruptcy)

Contract terms: \$225 per month for 33 months

Monthly Income (Schedule I): \$3,569.05

Monthly expenses: (Schedule J): \$3,537.98

Disposable income: \$58.07

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 she got a raise at her job. A \$225 payment is listed on Sch. J, but it is under the category of "transportation."

Debtor has a right to rescind agreement anytime prior to discharge, or until October 2, 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, August 21, 2018

Hearing Room 302

8:30 AM

CONT... Silvia L Sandoval

Chapter 7

Debtor(s):

Silvia L Sandoval

Pro Se

Trustee(s):

Diane C Weil (TR)

Pro Se

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

Tuesday, August 21, 2018

Hearing Room 302

8:30 AM

1:18-11328 Dalia Goldin and Asher Goldin

Chapter 7

**#4.00 Pro se Reaffirmation Agreement Between
and Ally Financial**

Docket 14

Tentative Ruling:

Petition date: 5/23/18

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: 2006 Hummer H2

Debtor's valuation of property (Sch. B): \$15,000

Amount to be reaffirmed: \$6,443.58

APR: 7.25%

Contract terms: \$517.61 per month for 13 months

Monthly Income (Schedule I): \$7,060

Monthly expenses: (Schedule J): \$10,143

Disposable income: <\$3,083>

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 Mr. Goldin has had medical issues but is trying to increase his income. The payment for this vehicle is not listed on Sch. J, but the payments for two other vehicles are listed (a Ford F-150 and a leased Lexus).

Debtor has a right to rescind agreement anytime prior to discharge, or until September 3, 2018, whichever is later.

RULING MAY BE MODIFIED AT HEARING.

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

Tuesday, August 21, 2018

Hearing Room 302

8:30 AM

CONT... Dalia Goldin and Asher Goldin

Chapter 7

Party Information

Debtor(s):

Dalia Goldin

Represented By
David S Hagen

Joint Debtor(s):

Asher Goldin

Represented By
David S Hagen

Trustee(s):

Amy L Goldman (TR)

Pro Se

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

Tuesday, August 21, 2018

Hearing Room 302

8:30 AM

1:18-11328 Dalia Goldin and Asher Goldin

Chapter 7

**#5.00 Pro se Reaffirmation Agreement Between Debtor
and Ford Motor Credit Company LLC**

Docket 18

Tentative Ruling:

Petition date: 5/23/18

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: 2015 Ford F-150

Debtor's valuation of property (Sch. B): \$23,000

Amount to be reaffirmed: \$32,410

APR: 2.9%

Contract terms: \$849.45 per month for 40 months

Monthly Income (Schedule I): \$7,060

Monthly expenses: (Schedule J): \$10,143

Disposable income: <\$3,083>

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 the payments for this vehicle are current and that Debtor needs the vehicle for work. This payment is listed on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until September 3, 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, August 21, 2018

Hearing Room 302

8:30 AM

CONT... Dalia Goldin and Asher Goldin

Chapter 7

Debtor(s):

Dalia Goldin

Represented By
David S Hagen

Joint Debtor(s):

Asher Goldin

Represented By
David S Hagen

Trustee(s):

Amy L Goldman (TR)

Pro Se

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

Tuesday, August 21, 2018

Hearing Room 302

8:30 AM

1:18-11508 Louis Mancini and Judith Mancini

Chapter 7

**#6.00 Pro se Reaffirmation Agreement Between Debtor and
BMW Financial Services NA, LLC**

Docket 11

Tentative Ruling:

Petition date: 6/14/18

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: 2013 BMW 328i

Debtor's valuation of property (Sch. B): \$15,238

Amount to be reaffirmed: \$19,114.89

APR: 1.9%

Contract terms: \$356.41 per month for 55 months

Monthly Income (Schedule I): \$5,365.77

Monthly expenses: (Schedule J): \$5,347.20

Disposable income: \$18,57

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 state that they are attempting to find employment and "monetize" their podcast.

Debtor has a right to rescind agreement anytime prior to discharge, or until September 25, 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, August 21, 2018

Hearing Room 302

8:30 AM

CONT... Louis Mancini and Judith Mancini

Chapter 7

Debtor(s):

Louis Mancini

Represented By
Daniel King

Joint Debtor(s):

Judith Mancini

Represented By
Daniel King

Trustee(s):

Amy L Goldman (TR)

Pro Se

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

Tuesday, August 21, 2018

Hearing Room 302

9:00 AM

1:18-11332 Sousan Najafi

Chapter 11

#7.00 Motion to Dismiss Debtor

Docket 20

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Sousan Najafi

Represented By
Dana M Douglas

Movant(s):

Sousan Najafi

Represented By
Dana M Douglas
Dana M Douglas

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

Tuesday, August 21, 2018

Hearing Room 302

9:00 AM

1:16-10348 Jim K. Nikolopoulos and Ayarpi Nikolopoulos

Chapter 13

#8.00 Motion for Authority to Incur Debt to
Purchase and Finance Real Property

Docket 41

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Jim K. Nikolopoulos

Represented By
Scott D Olsen

Joint Debtor(s):

Ayarpi Nikolopoulos

Represented By
Scott D Olsen

Movant(s):

Jim K. Nikolopoulos

Represented By
Scott D Olsen

Ayarpi Nikolopoulos

Represented By
Scott D Olsen

Trustee(s):

Elizabeth (SV) F Rojas (TR)

Pro Se

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

Tuesday, August 21, 2018

Hearing Room 302

10:00 AM

1:15-13557 Agavni Adzhiyan

Chapter 7

**#9.00 EVID HRG -
Motion to Avoid Lien Under 11 USC section
522(f) with Core Properties, LLC**

fr. 8/15/18

Docket 42

Tentative Ruling:

On October 24, 2015, Agavni Adzhiyan ("Debtor") filed a voluntary chapter 7 petition. On February 2, 2016, the case was closed after discharge was entered. Since February 26, 2016, Debtor has, in one way or another, attempted to avoid judicial liens under § 522(f), but Debtor either withdrew the Motion to Avoid (see ECF doc. 20) or failed to pay the reopen case fee (see ECF doc. 28; 30; 31; and 34). On May 4, 2018, Debtor again moved *pro se* to reopen her chapter 7 case. On May 8, 2018, creditor Core Properties, LLC ("Core Properties") filed an Opposition to the motion to reopen. On May 25, 2018, the Court entered an Order Granting Motion to Reopen under § 350.

On June 19, 2018, Debtor filed two Motions to Avoid Liens under § 522(f), one as to creditor Sidney Djanogly (ECF doc. 41) and the other as to Core Properties (ECF doc. 42).

On July 6, creditor Core Properties filed an opposition. The opposition argues that Debtor's valuation of \$280,000, supported by an appraisal from Jennifer Bosco, is not an accurate estimate of the Property's value. Core Properties submits an opposing appraisal by Sangbum Kim for \$380,000.

Core Properties further argues that Debtor is not entitled to a \$75,000 exemption on the real property located at 165 Apache, Topanga, CA (the "Property") because Debtor did not reside at the Property at the time the bankruptcy was filed. The property was, Core Properties alleges, used for rental purposes. In support of its allegation, Core Properties attaches a "Statement of Tenancy" dated March 14, 2016 and signed by Cori Ann Ketchum. The Statement of Tenancy indicates that Ms. Ketchum has been the sole occupant of the property since June, 2015 and that her landlord is the Debtor, Susan Adzhiyan.

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10:00 AM

CONT... Agavni Adzhiyan

Chapter 7

Core Properties correctly points out that Debtor cannot obtain an exemption for \$75,000 under C.C.P. § 703.140(b)(1), as indicated on page two of the Motion; however, Debtor's schedule C, attached to the Motion as, indicates that the homestead exemption is being claimed under C.C.P. § 704.730. The Court agrees that Debtor's Motion is incorrect as to the section citation, but that mistake alone is not fatal. Core Properties is also correct that, as set forth In re Thomas, a creditor's refusal to voluntarily withdraw a judgment lien is not a violation of the discharge injunction. 102 B.R. 199 (Bankr. E.D. Cal (1989). Absent a showing of additional facts, the Court will not entertain a discharge injunction violation argument, particularly where the only motion before the Court seeks lien avoidance under § 522(f).

Debtor raises an evidentiary objection to Core Properties' evidence as hearsay, lacking authentication, and irrelevant. Since an evidentiary hearing will be held and Core Properties may authenticate these items there, a ruling will be postponed until that hearing.

It appears that an evidentiary hearing will be required to determine factual issues, including 1) Debtor's entitlement to a homestead exemption, and 2) the value of the property. The parties should be prepared to suggest hearing dates.

APPEARANCE REQUIRED

Party Information

Debtor(s):

Agavni Adzhiyan

Represented By
Elena Steers

Movant(s):

Agavni Adzhiyan

Represented By
Elena Steers
Elena Steers
Elena Steers
Elena Steers
Elena Steers

Trustee(s):

David Keith Gottlieb (TR)

Pro Se