

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

Tuesday, September 17, 2019

Hearing Room 302

8:30 AM

1:19-11332 Aldwin Escudro and Esperanza Escudro

Chapter 7

**#1.00 Reaffirmation Agreement Between Debtor and
Toyota Motor Credit Corporation**

Docket 26

Matter Notes:

GRANT

DENY

- No appearance by Debtor
- withdrawn by Debtor
- undue hardship
- not in best interest of Debtor
- agreement is incomplete
- agreement is not on the mandatory form
- other

Evidentiary Hearing _____

Tentative Ruling:

Petition date: 5/28/19

Date converted to Chapter 7: 7/26/19

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 Toyota Avalon

Debtor's valuation of property (Sch. B): \$14,787

Amount to be reaffirmed: \$559.53

APR: 0%

Contract terms: \$559.99 for one month

Monthly Income (Schedule I): \$3,993.69

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CONT... Aldwin Escudro and Esperanza Escudro

Chapter 7

Monthly expenses: (Schedule J): \$7,238

Disposable income: <\$3,244.31>

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 family will contribute until Debtor Aldwin can secure employment. This payment is listed on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until 10/29/19, whichever is later.

Party Information

Debtor(s):

Aldwin Escudro

Represented By
Sanaz S Bereliani

Joint Debtor(s):

Esperanza Escudro

Represented By
Sanaz S Bereliani

Trustee(s):

Amy L Goldman (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
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Tuesday, September 17, 2019

Hearing Room 302

8:30 AM

1:19-11574 Sergey Kamyshnikov

Chapter 7

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

Docket 11

Matter Notes:

GRANT
 DENY

No appearance by Debtor
 withdrawn by Debtor
 undue hardship
 not in best interest of Debtor
 agreement is incomplete
 agreement is not on the mandatory form
 other

Evidentiary Hearing _____

Tentative Ruling:

Petition date: 6/26/19

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 Honda Accord

Debtor's valuation of property (Sch. B): \$20,329

Amount to be reaffirmed: \$10,986.09

APR: 0%

Contract terms: \$354.39 per month for 31 months

Monthly Income (Schedule I): \$7,019.30

Monthly expenses: (Schedule J): \$7,087

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CONT... Sergey Kamyshnikov

Chapter 7

Disposable income: <\$67.70>

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 this payment is included in his monthly budget, and is included on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until October 30, 2019, whichever is later.

Party Information

Debtor(s):

Sergey Kamyshnikov

Represented By
Peter M Lively

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, September 17, 2019

Hearing Room 302

8:30 AM

1:19-11589 Conrado Galang David

Chapter 7

**#3.00 Reaffirmation Agreement Between Toyota Motor
Credit Corporation**

Docket 8

Matter Notes:

GRANT

DENY

- No appearance by Debtor
- withdrawn by Debtor
- undue hardship
- not in best interest of Debtor
- agreement is incomplete
- agreement is not on the mandatory form
- other

Evidentiary Hearing _____

Tentative Ruling:

Petition date:

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 Corolla

Debtor's valuation of property (Sch. B): \$18,000 (co-signed with son)

Amount to be reaffirmed: \$21,728.55

APR: 2.9%

Contract terms: \$438.08 per month for 52 months

Monthly Income (Schedule I): \$2,061

Monthly expenses: (Schedule J): \$2,464

**United States Bankruptcy Court
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CONT... Conrado Galang David

Chapter 7

Disposable income: <\$402.18>

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 provide an explanation. This payment is listed on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until October 12, 2019, whichever is later.

Party Information

Debtor(s):

Conrado Galang David

Represented By
Raymond J Bulaon

Trustee(s):

David Keith Gottlieb (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
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Tuesday, September 17, 2019

Hearing Room 302

8:30 AM

1:19-11806 Maria Lourdes Samson

Chapter 7

**#4.00 Pro se Reaffirmation Agreement Between Debtor and
Toyota Motor Credit Corporation**

Docket 12

Matter Notes:

GRANT

DENY

- No appearance by Debtor
- withdrawn by Debtor
- undue hardship
- not in best interest of Debtor
- agreement is incomplete
- agreement is not on the mandatory form
- other

Evidentiary Hearing _____

Tentative Ruling:

Petition date: 7/18/19

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: Toyota FJ Cruiser

Debtor's valuation of property (Sch. B): \$22,000

Amount to be reaffirmed: \$6,873.26

APR: 6.1%

Contract terms: \$656.06 per month for 11months

Monthly Income (Schedule I): \$959

Monthly expenses: (Schedule J): \$959

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CONT... Maria Lourdes Samson

Chapter 7

Disposable income: \$0

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 provide an explanation. This payment is listed in Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until October 15, 2019, whichever is later.

Party Information

Debtor(s):

Maria Lourdes Samson

Pro Se

Trustee(s):

Nancy J Zamora (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
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Tuesday, September 17, 2019

Hearing Room 302

8:30 AM

1:19-11866 Mario De Arce and Vanessa L. De Arce

Chapter 7

**#5.00 Pro se Reaffirmation Agreement Between Debtor and
KINECTA FEDERAL CREDIT UNION**

Docket 12

Matter Notes:

GRANT

DENY

- No appearance by Debtor
- withdrawn by Debtor
- undue hardship
- not in best interest of Debtor
- agreement is incomplete
- agreement is not on the mandatory form
- other

Evidentiary Hearing _____

Tentative Ruling:

Petition date: 7/24/19

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: 2012 Honda Accord

Debtor's valuation of property (Sch. B): \$8,500

Amount to be reaffirmed: \$5,930.60

APR: 3.99%

Contract terms: \$387.46 per month for 16 months

Monthly Income (Schedule I): \$6,601

Monthly expenses: (Schedule J): \$6,781

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CONT... Mario De Arce and Vanessa L. De Arce

Chapter 7

Disposable income: \$179.10

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 will cut expenses and make other budgetary adjustments to be sure this payment is made. This payment is provided for on Sch. J.

Debtor has a right to rescind agreement anytime prior to discharge, or until October 27, 2019, whichever is later.

Party Information

Debtor(s):

Mario De Arce

Represented By
Nathan A Berneman

Joint Debtor(s):

Vanessa L. De Arce

Represented By
Nathan A Berneman

Trustee(s):

Diane C Weil (TR)

Pro Se