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COURT NAME

	)	Case No XXXX
In re	)	CITY, STATE
	)	
XXXXX,	)	
	)	DATE
	)	TIME
	)	
	)	
	)	

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BEFORE THE HONORABLE XXXX

For the Plaintiff:	FIRM.
	ADDRESS
	CITY, STATE
	CONTACT
	NAME

For the Defendant:	FIRM
	ADDRESS
	CITY, STATE
	CONTACT
	NAME

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RULINGS :

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## Colloquy

1 MR. XXXX: XXXX on behalf of the Debtor.

2 MR. XXXX: Afternoon, Your Honor. XXXX, representing the  
3 defendant. The creditor has filed an objection in this case.

4 The case is up for confirmation. It was passed from the  
5 docket two months ago at the joint request to Counsel to solve  
6 some problems in the case. We got to this point. Some were  
7 solved, and information has been exchanged. We're not at that  
8 point yet. I won't go into great detail, but XXXX holds the  
9 home mortgage on the Debtor's residence, other than a small  
10 car loan, and a sum of \$11,000 in general unsecured the only  
11 creditor, definitely the only major creditor.

12 It comes down to two objections currently pending on the  
13 plan. One, for the amount of the pre-petition or rearing owed  
14 that will be included in the plan, and paid in the plan. And  
15 two, objection to feasibility --

16 THE COURT: Because the mortgage goes up a little bit?

17 MR. XXXX: Yes. And that is, the counsel for the Debtor  
18 has requested that we determine the amount to be included for  
19 post-petition or rearing at the TRCC stage, rather than  
20 confirmation. It's been my experience in Fort Worth. We  
21 generally do that at the confirmation stage, and I have to  
22 concede this Counsel is more experienced to me, in the Dallas  
23 Courts. And therefore, I come on a relatively light day just  
24 asking the Court for a little counseling instruction, spoon-  
25 feeding as to, does this Court want to litigate the amount of

## Colloquy

1 the pre-petition of rearage in Section D of the plan at  
2 confirmation or TRCC?

3 And if the Court says in TRCC, then I, to protect my  
4 client, want the luxury of having the Court telling me that  
5 all my objections in my objection and confirmation are fully  
6 preserved with right to litigate those at the TRCC stage.

7 We have some disagreement on the wording of the form plan  
8 that he says, "Preserve that for me automatically." I  
9 question whether it does or not, and I don't know how much  
10 spoon-feeding the Court wants to do with giving advisory  
11 opinions on that.

12 But the main issue before right now is my not  
13 disagreeing, or being willing to agree to his passing, the  
14 determination of the amount of the pre-petition of rearage to  
15 the TRCC stage if the Court will preserve for me on the record  
16 that I'm not waving anything, and I have fully preserved that,  
17 then I go to my second stage that, "Gosh, Judge, tell me what  
18 y'all want to do over here, and how you want to do it," and  
19 can I talk about the wording a little bit?

20 THE COURT: Mr. XXXX, first I'll react to when I was a  
21 lawyer, and you represented the U.S. Government, I don't feel  
22 like I got to spoon-feed you too much. I think you got to  
23 whip me a lot of times. So I'm just not sure I'm in a  
24 capacity to spoon-feed you this afternoon. What's your  
25 reaction to that? Can we preserve the government's right, so

## Colloquy

1 that if this isn't settled that we would then try again --

2 MR. XXXX: Yes, Your Honor. I and I believe the trustee  
3 and most people interpret the language that's included the  
4 bold underlying language, and the standard plan that says  
5 that, "Except for valuation interest rate, confirmation here  
6 for, hereof shall be without prejudice to the Debtor, the  
7 trustee, or any secure creditor to later determination to be  
8 allowed and bound of any creditor-secured claim." It's pretty  
9 much standard practice in this district, Dallas, at least that  
10 most of the time, the mortgage arrears claims are not one-on-  
11 one accurate with what the actual claim gets filed.

12 THE COURT: Mm-hmm.

13 MR. XXXX: Thousand-dollars difference. Sometimes it's  
14 \$20,000 difference.

15 THE COURT: I don't recall what the -- I looked at your  
16 plan also with Mr. XXXX's objection. What's the spread right  
17 now? What's the difference?

18 MR. XXXX: They put in 30,000 in the plan, and we have, I  
19 believe, 51,000.

20 THE COURT: Fifty-one, yeah.

21 MR. XXXX: And I think that may have to be the escrow  
22 shortage is where that's coming from.

23 THE COURT: Okay.

24 MR. XXXX: And then there's a re-amortization agreement  
25 that was supposedly executed or should have been executed in

## Colloquy

1 2005, and they can't find the signed copies that if that is  
2 signed or not signed, also would affect that pre-petition or  
3 rearage.

4 THE COURT: Okay.

5 MR. XXXX: And so we have some problems with a claim that  
6 we would like to dig into deeper, which is one reason we asked  
7 to pass the TRCC.

8 THE COURT: Okay. Well, on this record, I would find  
9 that we can confirm, and then preserve all of RHS's objections  
10 in the event that an agreement is not reached. All right?

11 MR. XXXX: Thank you, Your Honor.

12 MR. XXXX: Thank you, Your Honor.

13 THE COURT: Thank you. And I'll go on and tease you, Mr.  
14 XXXX. I always enjoyed when we were against each other, and  
15 enjoyed having you in my Court.

16 MR. XXXX: One reason I enjoy coming to Dallas is this  
17 Court's sense of humor, and not afraid to have us, Your Honor.  
18 Thank you, Judge.

19 (Whereupon these proceedings were concluded at 2:07 PM)

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Colloquy

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