



**SO ORDERED,**

**Judge Jamie A. Wilson  
United States Bankruptcy Judge  
Date Signed: July 21, 2025**

**The Order of the Court is set forth below. The docket reflects the date entered.**

---

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF MISSISSIPPI**

**IN RE:**

**GEORGE ROBINSON, JR.,  
DEBTOR.**

**CASE NO. 25-01141-JAW  
CHAPTER 13**

**ORDER OVERRULING OBJECTION TO CONFIRMATION OF PLAN**

This matter came before the Court for hearing on July 21, 2025 (the “Hearing”), on the Objection to Confirmation of Plan (the “Objection”) (Dkt. #17) filed by Mutual Credit Union (the “Creditor”) in the above-styled bankruptcy case (the “Bankruptcy Case”). At the Hearing, the Creditor was represented by Leslie Sadler, and George Robinson, Jr. (the “Debtor”) was represented by Richard R. Grindstaff. During the Hearing,<sup>1</sup> the Debtor testified and introduced two exhibits into evidence.<sup>2</sup>

**Jurisdiction**

This Court has jurisdiction over the parties to and the subject matter of this proceeding pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B) and

---

<sup>1</sup> The Hearing was not transcribed by the Court. Citations to testimony at the Hearing are to the timestamp of the audio recording, as follows: (Hr’g at \_\_\_\_ (July 21, 2025)).

<sup>2</sup> Hereinafter, exhibits introduced into evidence at the Hearing by the Debtor are cited as “(Debtor Ex. \_\_)”.

(L). Notice of the Hearing was proper under the circumstances.

### **Facts**

On August 13, 2021, to finance the purchase of a 2013 Ford F-150 (the “Vehicle”), the Debtor signed a Loan Agreement and Consumer Credit Disclosure Statement in favor of the Creditor in the principal amount of \$16,645.75 with a down payment of \$6,117.55. (P.O.C. #4-1 at 5). The Debtor granted the Creditor a security interest in the Vehicle to secure repayment.

On May 2, 2025, the Debtor filed a voluntary petition for relief pursuant to chapter 13 of the U.S. Bankruptcy Code. (Dkt. #1). In Schedule D: Creditors Who Have Claims Secured by Property, the Debtor listed the Creditor as having a secured claim of \$2,200 and an unsecured claim of \$4,869. (Dkt. #4 at 9).

On the same day, the Debtor filed the Modified Chapter 13 Plan (the “Plan”) (Dkt. #9) in which he requested the Court to set the value of the Vehicle at \$2,200 for the purposes of Plan confirmation. (Dkt. #2 at 2). The Plan provides for monthly payments of \$220.00 for 36 months to the chapter 13 trustee and the sum of \$0.00 to unsecured creditors. (Dkt. #9 at 1).

On June 27, 2025, the Creditor filed a proof of claim (the “Proof of Claim”) (P.O.C. #4-1) in the amount of \$8,616.78, consisting of the principal amount of \$7,068.68, interest due of \$208, late fees of \$138.60, and attorneys’ fees of \$1,203.50. (P.O.C. #4-1 at 9). The Creditor objects to the treatment of its claim in the proposed Plan.

### **Discussion**

The Debtor invokes the “cram down” option under 11 U.S.C. § 1325(a)(5)<sup>3</sup> to pay the present value of the Vehicle in sixty (60) monthly installments during the life of the Plan. The cram down option, in combination with § 1322(b)(2), allows the Debtor to keep the Vehicle over

---

<sup>3</sup> From this point forward, statutory references are to the Bankruptcy Code found at title 11 of the U.S. Code.

the Creditor's objection, but he must pay the Creditor no less than the present value of its allowed secured claim, that is, the present value of the Vehicle, and the Creditor retains its lien on the Vehicle. *Till v. SCS Credit Corp.*, 541 U.S. 465, 476 (2004); *In re Stringer*, 508 B.R. 668, 672 (Bankr. N.D. Miss. 2014). The sole issue before this Court is to determine the present value of the Vehicle.

**A. § 506(a)**

The present value of the Creditor's allowed secured claim is governed by § 506(a). Section 506(a) provides:

(a)(1) An allowed claim of a creditor secured by a lien on property in which the estate has an interest . . . is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property . . . and is an unsecured claim to the extent that the value of such creditor's interest . . . is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting such creditor's interest.

(2) If the debtor is an individual in a case under chapter 7 or 13, such value with respect to personal property securing an allowed claim shall be determined based on the replacement value of such property as of the date of the filing of the petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined.

11 U.S.C. § 506(a). The first sentence of § 506(a)(2) requires courts to determine the value of an allowed claim based on the replacement value of the personal property securing that claim. The second sentence of § 506(a)(2) defines "replacement value" as "the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined." 11 U.S.C. § 506(a)(2); *see Assocs. Commercial Corp. v. Rash*, 520 U.S. 953, 963 (1997). The Code, however, does not articulate a specific method for implementing this definition of "replacement value." As a result, bankruptcy courts determine valuation questions by reviewing

the facts and circumstances of each case. *See Fin. Sec. Assurance Inc. v. T-H New Orleans Ltd. P'ship (In re T-H New Orleans Ltd. P'ship)*, 116 F.3d 790, 799 (5th Cir. 1997). Importantly, “[t]he bankruptcy court is not bound by valuation opinions or reports submitted by appraisers and may form its own opinion as to the value of property in bankruptcy proceedings.” *In re The Grind Coffee & Nosh, LLC*, No. 11-50011-KMS, 2011 WL 1301357, at \*6 (Bankr. S.D. Miss. Apr. 4, 2011). While the bankruptcy court “may accept an appraisal in its entirety,” it does not have to do so and “may choose to give weight only to those portions of an appraisal that assist the [c]ourt in its determination.” *Id.*

## **B. Value of the Vehicle**

The parties disagree on the value of the Vehicle. The Creditor asserts that the value of the Vehicle is \$11,232 based on the J.D. Power vehicle valuation attached to its Proof of Claim. (Dkt. #17 at 1; P.O.C. #4-1 at 7). The Debtor, on the other hand, valued the Vehicle at \$2,200 in the Plan where he describes the Vehicle as a “2013 Ford F150 300,000 miles needs [\$]10,000 to [\$]22,000 in repairs – is drivable; won’t take as trade in.” (Dkt. #2 at 2). The Debtor testified that when he attempted to trade in the Vehicle, the dealership would not accept the Vehicle as a trade in. (Hr’g at 11:03:45 (July 21, 2025)). The Debtor introduced evidence that the necessary repairs to the Vehicle were estimated to cost \$22,874.72 (Debtor Ex. 1) and that the present value of the Vehicle according to an appraisal by CarMax is \$1,500 as of July 17, 2025 (Debtor Ex. 2).<sup>4</sup> While the Court is sympathetic to the Creditor’s position, the significant mileage and substantial cost of seemingly necessary repairs persuades the Court that the J.D. Power vehicle valuation is not accurate for this Vehicle. Based on the Debtor’s credible testimony and the documentary evidence presented at the Hearing, the Court finds that the value of the Vehicle is \$1,500.

---

<sup>4</sup> The Court notes that the Debtor did not have the CarMax appraisal when it estimated the value of the Vehicle for Schedule B.

### **Conclusion**

For the reasons stated, the Court sets the replacement value of the Vehicle at \$1,500.00.

IT IS, THEREFORE, ORDERED that the Objection is overruled.

IT IS FURTHER ORDERED that the value of the Vehicle for purposes of Plan confirmation is \$1,500.00.

##END OF ORDER##