

1 the rationale for choosing the “Fair Market Range” over the two other valuations.

2 The Credit Union believes the replacement value of the collateral is \$22,028.00. The Credit
3 Union’s valuation is based upon the properly authenticated Kelley Blue Book valuation report. Further,
4 the Credit Union’s valuation report provides the retail value of the vehicle, which is the proper basis for
5 determining the replacement value of the collateral under 11 U.S.C. § 506.

6 Because the Motion to Value Collateral proposes to set a value upon the collateral which is less
7 than the collateral’s replacement value, it should be denied. Associates Commercial Corp. v. Rash, 520
8 U.S. 953 (1997)

9 Accordingly, Creditor TRAVIS CREDIT UNION hereby opposes Debtor’s Motion to Value
10 Collateral.

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12 **LAW OFFICE OF JOHN MENDONZA**

13 Dated: May 6, 2019

14 By: /s/ John Mendonza
15 JOHN MENDONZA
16 Attorney for Creditor
17 TRAVIS CREDIT UNION
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