

**UNITED STATES BANKRUPTCY COURT  
Eastern District of California**

Honorable Christopher D. Jaime  
1200 I Street, Suite 200  
Modesto, California

**PRE-HEARING DISPOSITIONS COVER SHEET**

**DAY: TUESDAY**

**DATE: January 5, 2021**

**CALENDAR: 1:00 P.M. CHAPTER 13**

Each matter on this calendar will have one of three possible designations: No Ruling, Tentative Ruling, or Final Ruling. These instructions apply to those designations.

**No Ruling:** All parties will need to appear at the hearing unless otherwise ordered.

**Tentative Ruling:** If a matter has been designated as a tentative ruling it will be called. The court may continue the hearing on the matter, set a briefing schedule, or enter other orders appropriate for efficient and proper resolution of the matter. The original moving or objecting party shall give notice of the continued hearing date and the deadlines. The minutes of the hearing will be the court's findings and conclusions.

**Final Ruling:** Unless otherwise ordered, there will be no hearing on these matters and no appearance is necessary. The final disposition of the matter is set forth in the ruling and it will appear in the minutes. The final ruling may or may not finally adjudicate the matter. If it is finally adjudicated, the minutes constitute the court's findings and conclusions.

**Orders:** Unless the court specifies in the tentative or final ruling that it will issue an order, the prevailing party shall lodge an order within seven (7) days of the final hearing on the matter.

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Christopher D. Jaime  
Bankruptcy Judge  
Modesto, California

January 5, 2021 at 1:00 p.m.

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1. [17-91002](#)-B-13 HUMBERTO/MARIA MENDOZA MOTION FOR RELIEF FROM  
[AP-1](#) Thomas O. Gillis AUTOMATIC STAY  
11-17-20 [[76](#)]  
JPMORGAN CHASE BANK, N.A.  
VS.

**Final Ruling**

The motion has been set for hearing on 28-days notice. Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. Cf. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). No opposition was filed. The matter will be resolved without oral argument. No appearance at the hearing is required.

The court's decision is to grant the motion for relief from stay.

JPMorgan Chase Bank, N.A. ("Movant") seeks relief from the automatic stay with respect to an asset identified as a leased 2017 Subaru Outback Wagon (the "Vehicle"). The moving party has provided the Declaration of Robert L. Kammeyer to introduce into evidence the documents upon which it bases the claim and the obligation owed by the Debtor.

The Kammeyer Declaration states that the Debtors were granted a three-month deferment of payments on April 20, 2020. These payments were to be paid at the maturity of the agreement. The agreement matured on July 8, 2020, and the deferred payments were not paid. The account then charged off on October 31, 2020.

From the evidence provided to the court, and only for purposes of this motion, the debt secured by this asset is determined to be \$19,205.64 and the value of the Vehicle is \$18,425.00 according to Movant.

**Discussion**

The court maintains the right to grant relief from stay for cause when a debtor has not been diligent in carrying out his or her duties in the bankruptcy case, has not made required payments, or is using bankruptcy as a means to delay payment or foreclosure. *In re Harlan*, 783 F.2d 839 (B.A.P. 9th Cir. 1986); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985). The court determines that cause exists for terminating the automatic stay since the Debtors and the estate have not made post-petition payments. 11 U.S.C. § 362(d)(1); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985).

Additionally, once a movant under 11 U.S.C. § 362(d)(2) establishes that a debtor or estate has no equity, it is the burden of the debtor or trustee to establish that the collateral at issue is necessary to an effective reorganization. *United Savings Ass'n of Texas v. Timbers of Inwood Forest Associates, Ltd.*, 484 U.S. 365, 375-76 (1988); 11 U.S.C. § 362(g)(2). Based upon the evidence submitted, the court determines that there is no equity in the Vehicle for either the Debtors or the Estate. 11 U.S.C.

January 5, 2021 at 1:00 p.m.

§ 362(d)(2). And no opposition or showing having been made by the Debtors or the Trustee, the court determines that the Vehicle is not necessary for any effective reorganization in this Chapter 13 case.

The court shall issue an order terminating and vacating the automatic stay to allow creditor, its agents, representatives and successors, and all other creditors having lien rights against the Vehicle, to repossess, dispose of, or sell the asset pursuant to applicable nonbankruptcy law and their contractual rights, and for any purchaser, or successor to a purchaser, to obtain possession of the asset.

There also being no objections from any party, the 14-day stay of enforcement under Rule 4001(a)(3) is waived.

No other or additional relief is granted by the court.

The motion is ORDERED GRANTED for reasons stated in the minutes.

The court will issue an order.

2. [17-90520](#)-B-13 DENNIS/SONYA GILBREATH  
[RDG](#)-6 Richard L. Sturdevant

CONTINUED MOTION TO DISMISS  
CASE  
11-30-20 [[145](#)]

### **Final Ruling**

The Chapter 13 Trustee's ("Trustee") motion to dismiss was continued from December 15, 2020, to January 5, 2021. See dkts. 145, 149 and 150. Debtors Dennis and Sonya Gilbreath ("Debtors") filed an opposition on December 18, 2020, which states they will resolve the issues raised by the Trustee, *i.e.*, a plan payment delinquency of \$6,089.96 as of November 30, 2020, by the continued hearing date. More precisely, the opposition states that the Debtors "will pay to the chapter 13 trustee \$6,089.96 *prior to the hearing date* on January 5, 2021. This will complete all plan payments." Dkt. 151 at 1:26-27 (emphasis added).

As noted, the Debtors' do not dispute they are in default under the terms of their confirmed plan. And as also noted, the hearing on the Trustee's motion to dismiss was continued for three weeks to facilitate the Debtors' payment of their delinquent plan payments. Therefore:

IT IS ORDERED that if, by 1:00 p.m. on January 5, 2021, the Trustee has not received from the Debtors or their attorney funds necessary to cure the plan payment default from November 30, 2020, forward the Trustee's motion will be **GRANTED** and this case dismissed for unreasonable delay prejudicial to creditors under 11 U.S.C. § 1307(c)(1) and for a material default under the terms of a confirmed plan under 11 U.S.C. § 1307(c)(6).

IT IS ALTERNATIVELY ORDERED that if, by 1:00 p.m. on January 5, 2021, the Trustee has received from the Debtors or their attorney funds necessary to cure the plan payment default from November 30, 2020, forward the Trustee's motion will be **DENIED WITHOUT PREJUDICE**.

The Trustee shall submit an appropriate order by January 12, 2021.

### **Final Ruling**

The Debtors' motion to avoid lien was continued from December 8, 2020, since the matter was set on less than 28-days' notice and opposition was filed by creditor Cheryl Dillwood (formerly Cheryl Hauselmann). The creditor (or any other party in interest) were permitted to file and serve a supplemental opposition by December 18, 2020. In fact, creditor expressly requested a continuance of the December 8, 2020, hearing in order to permit her to file evidence and briefs in support of the opposition. Debtors were permitted to file and serve a reply by December 28, 2020.

On December 18, 2020, creditor filed a withdrawal of its opposition to Debtors' motion. Debtors state that they had reached a settlement with creditor insofar as the abstract of judgment recorded on August 8, 2018, in Stanislaus, County, California, in the sum of \$6,600.00 ("2018 Lien"), therefore resolving one of the two abstracts of judgment that were the subject of Debtors' motion.

No agreement was reached as to the abstract of judgment recorded on October 6, 2009, in Stanislaus, County, California, in the sum of \$247,294.00 ("2009 Lien"), since creditor's counsel did not represent creditor in the state court case that led to the abstract of judgment and lacked authority to execute an acknowledgment of satisfaction of judgment. Therefore, Debtors' motion to avoid the 2009 Lien must proceed.

The creditor has not provided any additional evidence - or any evidence at all for that matter - as to why the 2009 Lien is unavoidable, voluntary or not. Indeed, the opposition rests entirely on the unsupported and unsubstantiated statements of the Debtors' attorney in the opposition itself which, of course, are not evidence. See *Singh v. INS*, 213 F.3d 1050, 1054 n. 8 (9th Cir. 2000) (holding counsel's statements in briefs could not be considered as evidence).

### **Discussion**

Pursuant to the Debtors' Schedule A, the property commonly known as 10412 Fox Borough Court, Oakdale, California ("Property"), has an approximate value of \$440,000.00 as of the date of the petition. Schedules have evidentiary value. *Perfectly Fresh Farms, Inc. v. U.S. Dep't of Agric.*, 692 F.3d 960, 969 (9th Cir. 2012). Moreover, the scheduled value of the Property is consistent with the valuation stated in the Debtors' declaration which is based on the Debtors' opinion, dkt. 108 at 2:14-17, and which the court accepts as conclusive in the absence of contrary evidence. *Enewally v. Washington Mut. Bank*, 368 F.3d 1165, 1173 (9th Cir. 2004).

Debtors have claimed an exemption pursuant to Cal. Civ. Proc. Code § 704.730 in the amount of \$100,000.00 on Schedule C.

The Debtors' exemption (\$100,000) and the unavoidable first deed of trust against the Property (\$347,000) total \$447,000. Because the value of Debtor's Property is less than the exemption and unavoidable lien, creditor's 2009 Lien is fully avoidable.

After application of the arithmetical formula required by 11 U.S.C. § 522(f)(2)(A), there is no equity to support the judicial lien. Therefore, the fixing of this judicial lien impairs the Debtors' exemption of the real property and its fixing is avoided subject to 11 U.S.C. § 349(b)(1)(B).

The motion is ORDERED GRANTED for reasons stated in the minutes.

The court will issue an order.

**Final Ruling**

The motion been set for hearing on the 35-days' notice required by Local Bankruptcy Rules 3015-1(d)(2), 9014-1(f)(1), and Federal Rule of Bankruptcy Procedure 3015(g). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Opposition was filed.

The court has determined this matter may be decided on the papers. See General Order No. 618 at p.3, ¶ 3 (E.D. Cal. May 13, 2020) (ordering courthouse closure "until further notice" due to the COVID-19 pandemic and further ordering that all civil matters are to be decided on the papers unless the presiding judge determines a hearing is necessary). The court has also determined that oral argument will not assist in the decision-making process or resolution of the motion. See Local Bankr. R. 9014-1(h), 1001-1(f).

The court's decision is to not permit the requested modification and not confirm the modified plan.

Debtor's plan is not be feasible under 11 U.S.C. §1325(a)(6). Debtor's Supplemental Schedule J lists a car payment in the amount of \$295.00 per month for a new vehicle. However, the court has not entered an order on an appropriate motion to incur debt to support that payment. Until the incurred debt amount is approved by the court, it cannot be determined whether Debtor's plan is feasible and whether Debtor is proposing to pay all her disposable income into the plan.

The modified plan does not comply with 11 U.S.C. §§ 1322 and 1325(a) and is not confirmed.

The motion is ORDERED DENIED for reasons stated in the minutes.

The court will issue an order.

5. [17-90954](#)-B-13 DENNIS/BARBARA RILEY  
[SWE](#)-1 Mark S. Nelson

MOTION FOR RELIEF FROM  
AUTOMATIC STAY  
12-8-20 [[71](#)]

CSAA GENERAL INSURANCE  
COMPANY VS.

## **Final Ruling**

### Introduction

CSAA General Insurance Company ("Insurance Company") moves for relief from the automatic stay of 11 U.S.C. § 362(a) to disburse insurance settlement proceeds to OneMain Financial Services, Inc. ("Creditor"), the secured creditor that held a cross-collateralized lien against a 2005 Dodge Ram truck and a trailer generally described as a 2006 Forest River Sandpiper Sport Fifth Wheel Series M-37SP Trailer ("Trailer"). The motion concerns insurance proceeds applicable to the Trailer which, throughout the course of this chapter 13 case, has been referred to by various names. Debtors Dennis and Barbara Riley ("Debtors") filed an opposition. Insurance Company filed a reply. The Chapter 13 Trustee ("Trustee") did not file a response.

The court has reviewed the motion, opposition, reply, and all related declarations and exhibits.

The court has determined this matter may be decided on the papers. See General Order No. 618 at p.3, ¶ 3 (E.D. Cal. May 13, 2020) (ordering courthouse closure "until further notice" due to the COVID-19 pandemic and further ordering that all civil matters are to be decided on the papers unless the presiding judge determines a hearing is necessary). The court has also determined that oral argument will not assist in the decision-making process or resolution of the motion. See Local Bankr. R. 9014-1(h), 1001-1(f).

Findings of fact and conclusions of law are set forth below. See Fed. R. Civ. P. 52(a); Fed. R. Bankr. P. 7052, 9014(c).

### Background

The Debtors filed a chapter 13 petition on November 22, 2017, and with it a chapter 13 plan. See Dkts. 1, 5.

The Debtors filed a first amended plan on February 2, 2018, and with it a motion to confirm. See dkts. 15, 18. The motion to confirm the first amended plan was withdrawn on February 5, 2018. See dkt. 25.

A second amended plan was filed on February 6, 2018, and with it a motion to confirm. See dkts. 27, 29. The Additional Provisions of the second amended plan provided for the surrender of the Trailer and additionally stated that "[u]pon confirmation of the Debtors' plan, the automatic stay is lifted, as to the Trailer, so OneMain may liquidate said collateral." Dkt. 29 at 8. The motion to confirm the second amended plan was granted on April 4, 2018. See dDkt. 39. The order confirming the second amended plan was entered on April 10, 2018. See dkt. 40.

The Debtors filed a first modified plan on July 15, 2019, and with it a motion to confirm. See dDkts. 45, 48. The Additional Provisions of the first modified plan state: "The Debtors are surrendering the Trailer." Dkt. 48 at 8. The first modified plan was confirmed on October 2, 2019. See dkt. 68.

In June 2020, the Trailer was destroyed in a wildfire. In August 2020, Debtors amended their schedules to claim a \$10,000.00 exemption in the Trailer.

The insurance proceeds for the Trailer total approximately \$15,786.25.

Debtors assert that the insurance proceeds should be paid to the Trustee and disbursed to creditors according to terms of their plan. Debtors state that while the modified

plan provides for the surrender of the Trailer, Creditor refused to take back the Trailer and did not file an amended proof of claim. Debtors also state that they maintained insurance on the Trailer since the filing of their bankruptcy case.

Insurance Company states that the Debtors' confirmed plan terminated the automatic stay as to the Trailer and provided for the surrender of the Trailer to the Creditor so insurance proceeds payable for the loss of the Trailer should be disbursed to the Creditor.

The court agrees with the Insurance Company.

### Discussion

By the express terms of the Additional Provisions, the automatic stay applicable to the Trailer terminated when the second amended plan was confirmed on April 10, 2018. Once terminated as to the Trailer, the automatic stay could be reimposed only through an adversary proceeding. *Canter v. Canter (In re Canter)*, 299 F.3d 1150, 1155 n.1 (9th Cir. 2002); see also *Ramirez v. Whelen (In re Ramirez)*, 188 B.R. 413, 416 (9th Cir. BAP 1995) (Klein, J., concurring). No such adversary proceeding was ever filed.

Confirmation of the second amended and first modified plans also gave Creditor possession of the Trailer inasmuch as the Debtors surrendered it under both confirmed plans.<sup>1</sup> And according to the second amended plan, the Debtors surrendered the Trailer for the specific purpose of allowing Creditor to liquidate it.

The important point here is that the Debtors did not view the Trailer as necessary to fund the second amended or first modified plans. Indeed, the clear intent and purpose of those confirmed plans - and the effect of the orders confirming them - is to give the Trailer and its proceeds to Creditor. Under these circumstances, the insurance proceeds belong - and will be paid - to Creditor.

The Debtors' argument that the insurance proceeds should be paid to the Trustee for distribution to other creditors is unavailing for another reason. Nobody submitted the applicable insurance policy as an exhibit. Nevertheless, the policy appears to be for the Creditor's benefit insofar as it insures against the loss or destruction of Creditor's collateral. That being the case, the insurance proceeds may not even be property of the estate available for payment to the Debtors' other creditors.<sup>2</sup> See *In re Endoscopy Center of Southern Nevada, LLC*, 451 B.R. 527, 545-46 (Bankr. D. Nev. 2011) (explaining when insurance proceeds are and are not property of the estate).

### Conclusion

For the foregoing reasons, Insurance Company's motion is GRANTED and the automatic stay is terminated to permit it to disburse the insurance proceeds to Creditor.

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<sup>1</sup>The court gives no weight to the Debtors' attorney's statement in the opposition that "OneMain refused to take the trailer back." Dkt. 81 at 2:16-17. The unsupported statement and the opposition are not evidence. See *Singh v. INS*, 213 F.3d 1050, 1054 n. 8 (9th Cir.2000) (holding counsel's statements in briefs could not be considered as evidence). In fact, the entire opposition is unsupported by evidence.

<sup>2</sup>And if that is the case then the insurance proceeds may also not be subject to a bankruptcy exemption. See 11 U.S.C. § 522(b) (1) ("Notwithstanding section 541 of this title, an individual debtor may exempt from *property of the estate* . . ."). At a very minimum, the burden is on the Debtors as the exemption claimants to demonstrate that the insurance proceeds are covered by the Trailer exemption or are otherwise exempt. *Diaz v. Kosmala (In re Diaz)*, 547 B.R. 329 (9th Cir. BAP 2016); *In re Tallerico*, 532 B.R. 774 (Bankr. E.D. Cal. 2015); *In re Pashenee*, 531 B.R. 834 (Bankr. E.D. Cal. 2015). Because the opposition is not supported by any evidence, the Debtors have not satisfied that burden.



The 14-day stay of Bankruptcy Rule 4001(a)(3) is waived.

All other relief is denied.

The court will issue an order.

6. [20-90458](#)-B-13 DANIEL/DONNA BOUCHER MOTION TO CONFIRM PLAN  
[JAD](#)-2 Jessica A. Dorn 11-3-20 [[47](#)]

**Final Ruling**

The motion been set for hearing on the 35-days notice required by Local Bankruptcy Rules 3015-1(d)(1), 9014-1(f)(1), and Federal Rule of Bankruptcy Procedure 2002(b). The court determines that the resolution of this matter does not require oral argument. See Local Bankr. R. 9014-1(h).

The court's decision is to deny the motion to confirm as moot and overrule the objection as moot.

Subsequent to the filing of the Debtors' first amended plan, a second amended plan was filed on December 9, 2020. The confirmation hearing for the second amended plan is scheduled for February 2, 2021. The earlier plan filed November 3, 2020, is not confirmed.

The motion is ORDERED DENIED AS MOOT for reasons stated in the minutes.

The court will issue an order.

7. [20-90663](#)-B-13 JUAN DIAZ AND SUPINDER LIDHAR  
[JFL](#)-1 Brian S. Haddix  
OBJECTION TO CONFIRMATION OF  
PLAN BY U.S. BANK NATIONAL  
ASSOCIATION  
12-3-20 [[20](#)]

### **Final Ruling**

The objection was properly filed at least 14 days prior to the hearing on the motion to confirm a plan. See Local Bankruptcy Rules 3015-1(c)(4) & (d)(1) and 9014-1(f)(2). Parties in interest may, at least 7 days prior to the date of the hearing, serve and file with the court a written reply to any written opposition. Local Bankruptcy Rule 9014-1(f)(1)(C). No written reply has been filed to the objection.

Because the plan is not confirmable and the objection is not one that may be resolved in a confirmation order, the court has determined this matter may be decided on the papers. See General Order No. 618 at p.3, ¶ 3 (E.D. Cal. May 13, 2020) (ordering courthouse closure "until further notice" due to the COVID-19 pandemic and further ordering that all civil matters are to be decided on the papers unless the presiding judge determines a hearing is necessary). The court has also determined that oral argument will not assist in the decision-making process or resolution of the motion. See Local Bankr. R. 9014-1(h), 1001-1(f).

The court's decision is to sustain the objection and deny confirmation of the plan.

Objecting creditor U.S. Bank National Association holds a deed of trust secured by the Debtors' residence. The creditor has filed a timely proof of claim in which it asserts a secured claim of \$36,839.18 and \$131.35 in pre-petition arrearages. The plan does not provide for the creditor's claim nor propose to cure the default. Because the plan does not provide for the surrender of the collateral for this claim, the plan must provide for full payment of the arrearage and maintenance of the ongoing note installments. See 11 U.S.C. §§ 1322(b)(2), (b)(5) and 1325(a)(5)(B). Because it fails to provide for the creditor's claim, the plan cannot be confirmed.

The plan filed September 30, 2020, does not comply with 11 U.S.C. §§ 1322 and 1325(a). The objection is sustained and the plan is not confirmed.

The objection is ORDERED SUSTAINED for reasons stated in the minutes.

The court will issue an order.

8. [19-90770](#)-B-13 WILLIAM LEMMONS  
[RDG](#)-4 David C. Johnston

CONTINUED MOTION TO DISMISS  
CASE  
12-1-20 [[98](#)]

**Final Ruling**

The Chapter 13 Trustee's motion to dismiss was continued from December 15, 2020, since the matter was set on less than 28-days' notice and opposition was filed by the Debtor. The Debtor filed a supplemental response on December 18, 2020, stating that his case should not be dismissed for delinquency in plan payments because he will file a motion to confirm amended plan and a motion to sell real property by the hearing date of January 5, 2021.

A review of the court's docket shows that neither an amended plan nor a motion to sell real property have been filed. The court presumes that the delinquency of \$17,400.00 has not been cured. Therefore, cause exists to dismiss this case. The motion is granted and the case is dismissed.

The motion is ORDERED GRANTED for reasons stated in the minutes.

The court will issue an order.

9. [19-90571](#)-B-13 LATONA BOWERS  
[LBF](#)-2 Lauren Franzella

CONTINUED OBJECTION TO NOTICE  
OF MORTGAGE PAYMENT CHANGE  
9-22-20 [[66](#)]

**Final Ruling**

The Debtor's objection to notice of mortgage payment change was continued from December 15, 2020, pursuant to the stipulation filed on December 7, 2020. The parties had requested additional time for the Debtor to provide creditor S. Bank Trust, N.A. with requested information and for the creditor to file a response. No developments have been made since no additional documents have been filed with the court.

There being no opposition filed to the objection to notice of mortgage payment change, the objection is sustained.

The objection is ORDERED SUSTAINED for reasons stated in the minutes.

The court will issue an order.

10. [18-90876](#)-B-13 LEONARDO/MELISSA JOSEF MOTION TO MODIFY PLAN  
[PLG](#)-6 Steven A. Alpert 11-10-20 [[89](#)]

**Final Ruling**

The motion been set for hearing on the 35-days' notice required by Local Bankruptcy Rules 3015-1(d)(2), 9014-1(f)(1), and Federal Rule of Bankruptcy Procedure 3015(g). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Opposition was filed.

The court has determined this matter may be decided on the papers. See General Order No. 618 at p.3, ¶ 3 (E.D. Cal. May 13, 2020) (ordering courthouse closure "until further notice" due to the COVID-19 pandemic and further ordering that all civil matters are to be decided on the papers unless the presiding judge determines a hearing is necessary). The court has also determined that oral argument will not assist in the decision-making process or resolution of the motion. See Local Bankr. R. 9014-1(h), 1001-1(f).

The court's decision is to permit the requested modification and confirm the modified plan.

The Chapter 13 Trustee objects to confirmation on grounds that the Debtors have not filed supplemental Schedules I and/or J to support the monthly plan payment of \$555.00 beginning November 2020. A review of the court's docket shows that the Debtors filed supplemental Schedules I and J on December 29, 2020, which show a sufficient net income to support the proposed plan payment.

The modified plan complies with 11 U.S.C. §§ 1322 and 1325(a) and is confirmed.

The motion is ORDERED GRANTED for reasons stated in the minutes. Counsel for the Debtor/s shall prepare an appropriate order confirming the Chapter 13 Plan, transmit the proposed order to the Chapter 13 Trustee for approval as to form, and if so approved, the Chapter 13 Trustee will submit the proposed order to the court.

The court will issue an order.