

UNITED STATES BANKRUPTCY COURT

Eastern District of California

**Honorable Ronald H. Sargis**

Bankruptcy Judge  
Sacramento, California

May 20, 2025 at 1:30 p.m.

---

1. <a href="#">24-22068</a> -E-13 <a href="#">DPC-3</a>	ALYN / EDWARD GRAYSON James Keenan	CONTINUED MOTION TO DISMISS CASE 3-13-25 <a href="#">[66]</a>
--	---------------------------------------	---

**Tentative Ruling:** Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

-----

Local Rule 9014-1(f)(1) Motion—Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, and Office of the United States Trustee on March 13, 2025. By the court's calculation, 34 days' notice was provided. 28 days' notice is required.

The Motion to Dismiss has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Debtor filed opposition. If it appears at the hearing that disputed, material, factual issues remain to be resolved, then a later evidentiary hearing will be set. LOCAL BANKR. R. 9014-1(g).

<b>The Motion to Dismiss is <span style="color: red;">XXXXXXX</span>.</b>
---

**May 20, 2025 Hearing**

The court continued the hearing and ordered Debtor to appear in person. Order, Docket 73. On May 13, 2025, Trustee filed a Status Report. Docket 75. Trustee informs the court that Debtor is delinquent \$7,855.00. *Id.* at 1:21.

On May 15, 2025, Debtor filed an Amended Plan. Docket 79. The terms of the Amended Plan, stated in the Additional Provisions to the Plan are that Debtor will pay \$1,250 a month for the first twelve months and then it will increase to \$2,900 for the remaining 48 months. Amended Plan, § 7.01; Dckt. 77. For the Class 1 claim secured by a first deed of trust against Debtor's residence, the Creditor will be paid \$1,216 a month for the first 12 months for the regular monthly payment, and then \$1,216 a month for the regular monthly payment and \$76 per month for the arrearage. *Id.*; § 7.02.

For the Class 2 claim secured by the second deed of trust, the creditor will be paid \$590 a month for the first 12 months of the Plan and then \$1,068.00 for the final 48 months of the Plan . *Id.*; § 7.03.

For the Class 2 claim secured by the Hyundai vehicle, the creditor will be paid \$180 a month for 60 months under the Plan, which includes an interest rate of 7.5%. *Id.*

The Notice of Hearing was filed on May 16, 2025. Dckt. 84. A Certificate of Service has been filed stating that the Notice, Motion to Confirm, and Chapter 13 Plan have been served. Dckt. 81. It does not state that the Debtor's Declaration has been served.

At the hearing, **XXXXXXX**

### **REVIEW OF MOTION**

The Chapter 13 Trustee, David Cusick ("Trustee"), seeks dismissal of the case on the basis that:

1. The debtor, Alyn Marie Ojanpera Grayson and Edward Allen Grayson ("Debtor"), is delinquent \$4,713.00 in plan payments. Debtor will need to have paid \$7,534.00 to become current by the hearing date. Mot. 1:25-28, Docket 66.
2. Debtor has no plan confirmed and the last motion to confirm was denied on January 16, 2025. Mot. 2:3-4, Docket 66.

Trustee submitted the Declaration of Neil Enmark to authenticate the facts alleged in the Motion. Decl., Docket 68.

### **DEBTOR'S RESPONSE**

Debtor filed a Response on April 2, 2025. Dockets 70. Debtor states that a Second Amended Chapter 13 Plan will be filed and it will address the delinquency. Response 1:18-19, Docket 70. As of April 11, 2025 Debtor has not filed an Amended Chapter 13 Plan.

### **DISCUSSION**

#### **Delinquent**

Debtor is \$4,713.00 delinquent in plan payments, which represents multiple months of the \$2,821.00 plan payment. Before the hearing, another plan payment will be due. Failure to make plan payments is unreasonable delay that is prejudicial to creditors. 11 U.S.C. § 1307(c)(1).

Debtor asserts there will be an Amended Plan on file to correct the issues. As of the court's April 14, 2025 review of the Docket, no Amended Plan and Motion to Confirm have been filed.

Given the facts and circumstances concerning the prosecution of this case, the court orders that the Debtors, and each of them, appear in person at the continued hearing. However, if an Amended Plan, Motion to Confirm, and Supporting Evidence are filed in advance of the continued hearing, counsel for the Debtor may request by *ex parte* motion that the court waive the requirement that Debtors attend the May 20, 2025 hearing.

The hearing on the Motion to Dismiss is continued to 1:30 p.m. on May 20, 2025 (Specially Set Day and Time).

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion to Dismiss the Chapter 13 case filed by The Chapter 13 Trustee, David Cusick (“Trustee”), having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the Motion to Dismiss is **XXXXXXX**

2. <a href="#">24-24297-E-13</a> <a href="#">RAS-1</a>	<b>LATASHA RICHARDSON</b> <b>Peter Macaluso</b>	<b>MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR RELIEF FROM CO-DEBTOR STAY 4-21-25 [101]</b>
---	--	---

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION VS.**

**Tentative Ruling:** Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court’s resolution of the matter.

-----

Local Rule 9014-1(f)(1) Motion—Hearing Required.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor’s Attorney, Chapter 13 Trustee, and Office of the United States Trustee on April 21, 2025. By the court’s calculation, 29 days’ notice was provided. 28 days’ notice is required.

The Motion for Relief from the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen 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) (upholding a court ruling based upon a local rule construing a party’s failure to file opposition as consent to grant a motion). The defaults of the non-responding parties and other parties in interest are entered.

<b>The Motion for Relief from the Automatic Stay is <del>granted</del>.</b>
---

U.S. Bank Trust Company, National Association, as Trustee, as successor-in-interest to U.S. Bank National Association, as trustee, on behalf of the holders of CSAB Mortgage-Backed Pass-Through Certificates, Series 2007-1 (“Movant”) seeks relief from the automatic stay with respect to Latasha Denell

Richardson's ("Debtor") real property commonly known as 9980 Wyland Drive, Elk Grove, California 95624 ("Property"). Movant has provided the Declaration of Rosella Chavez to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property. Decl., Docket 104.

Movant further seeks relief from the co-debtor stay of 11 U.S.C. § 1301(c) as to the co-buyer, Ralph Lee Shelton.

Movant argues Debtor has not made three post-petition payments in the amount of \$3,858.95 each. Declaration ¶ 7, Docket 104.

The Chapter 13 Trustee, David Cusick ("Trustee"), filed a Response on May 6, 2025. Docket 107. Trustee states that Debtor is slightly delinquent in plan payments in the amount of \$1,350.00. *Id.* at 1:26. Trustee does not oppose the Motion.

## **DEBTOR'S OPPOSITION**

Debtor filed an Opposition on May 13, 2025. Docket 110. Debtor states there is no cause for relief because she is not delinquent in plan payments. Debtor offers no evidence in support. The Opposition stated is that:

### B. DISPUTED FACTS

No Cause Exists for Relief Sought, as the Debtor is current with Plan payments.

...

However, the debtor being current with what has come due thru the Trustee, are not (3) months in arrears, and, as such *In re Ellis* is not applicable, as "cause" does not exist at this time.

Opposition, p. 1:25 ½ -26 ½, p.2:5-8; Dckt. 110.

## **DISCUSSION**

From the evidence provided to the court, and only for purposes of this Motion for Relief, the debt secured by this asset is determined to be \$1,057,767.63 (Declaration ¶ 8, Docket 104), while the value of the Property is determined to be \$1,002,000.00, as stated in Schedules A/B and D filed by Debtor. Schedule A/B at 3, Docket 12.

### **11 U.S.C. § 362(d)(1): Grant Relief for Cause**

Whether there is cause under 11 U.S.C. § 362(d)(1) to grant relief from the automatic stay is a matter within the discretion of a bankruptcy court and is decided on a case-by-case basis. *See J E Livestock, Inc. v. Wells Fargo Bank, N.A. (In re J E Livestock, Inc.)*, 375 B.R. 892 (B.A.P. 10th Cir. 2007) (quoting *In re Busch*, 294 B.R. 137, 140 (B.A.P. 10th Cir. 2003)) (explaining that granting relief is determined on a case-by-case basis because "cause" is not further defined in the Bankruptcy Code); *In re Silverling*, 179 B.R. 909 (Bankr. E.D. Cal. 1995), *aff'd sub nom. Silverling v. United States (In re Silverling)*, No. CIV. S-95-470

WBS, 1996 U.S. Dist. LEXIS 4332 (E.D. Cal. 1996). While granting relief for cause includes a lack of adequate protection, there are other grounds. *See In re J E Livestock, Inc.*, 375 B.R. at 897 (quoting *In re Busch*, 294 B.R. at 140). 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. *W. Equities, Inc. v. Harlan (In re Harlan)*, 783 F.2d 839 (9th Cir. 1986); *Ellis v. Parr (In re Ellis)*, 60 B.R. 432 (B.A.P. 9th Cir. 1985).

While Debtor states she is current under the terms of the confirmed Plan, Debtor offers no evidence in support. Movant has offered evidence to show that Debtor has defaulted in payments. Moreover, the Non-Standard Provisions of Debtor's confirmed Plan allow Movant to move for relief from the stay when Debtor is either in default in plan payments or in default under any agreed upon loan modification. Plan, Docket 13.

The court determines that cause exists for terminating the automatic stay, including defaults in post-petition payments that have come due. 11 U.S.C. § 362(d)(1); *In re Ellis*, 60 B.R. 432.

### **Co-Debtor Stay**

Additionally, Movant has provided sufficient grounds to grant relief from the co-debtor stay under 11 U.S.C. § 1301(a). Movant has established, pursuant to 11 U.S.C. § 1301(c), that it would be irreparably harmed if relief from the co-debtor stay were not granted because Co-Debtor can enjoy the Property while Movant's interest is not being adequately protected. Mot. 6:6-11.

The court shall issue an order terminating and vacating the automatic stay to allow Movant, and its agents, representatives and successors, and all other creditors having lien rights against the Property, to conduct a nonjudicial foreclosure sale pursuant to applicable nonbankruptcy law and their contractual rights, and for any purchaser, or successor to a purchaser, at the nonjudicial foreclosure sale to obtain possession of the Property.

### **Federal Rule of Bankruptcy Procedure 4001(a)(3) Request for Waiver of Fourteen-Day Stay of Enforcement**

Federal Rule of Bankruptcy Procedure 4001(a)(3) stays an order granting a motion for relief from the automatic stay for fourteen days after the order is entered, unless the court orders otherwise. Movant requests, as Debtor would not be incentivized to insure or preserve the Property if this Motion is granted, that the court grant relief from the Rule as adopted by the United States Supreme Court. Mot. 6:13-18.

Movant has pleaded adequate facts and presented sufficient evidence to support the court waiving the fourteen-day stay of enforcement required under Federal Rule of Bankruptcy Procedure 4001(a)(3), and this part of the requested relief is granted.

No other or additional relief is granted by the court.

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by U.S. Bank Trust Company, National Association, as Trustee, as successor-in-interest to U.S. Bank National Association, as trustee, on behalf of the holders of CSAB Mortgage-Backed Pass-Through Certificates, Series 2007-1 (“Movant”) having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the Motion is granted, and the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant, its agents, representatives, and successors, and trustee under the trust deed, and any other beneficiary or trustee, and their respective agents and successors under any trust deed that is recorded against the real property commonly known as 9980 Wyland Drive, Elk Grove, California 95624 (“Property”) to secure an obligation to exercise any and all rights arising under the promissory note, trust deed, and applicable nonbankruptcy law to conduct a nonjudicial foreclosure sale and for the purchaser at any such sale to obtain possession of the Property.

**IT IS FURTHER ORDERED** that the request to terminate the co-debtor stay of Ralph Lee Shelton of 11 U.S.C. § 1301(a) is granted to the same extent as provided in the forgoing paragraph granting relief from the automatic stay arising under 11 U.S.C. § 362(a).

**IT IS FURTHER ORDERED** that the fourteen-day stay of enforcement provided in Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived for cause.

No other or additional relief is granted.

# FINAL RULINGS

3. [25-20818-E-13](#)  
[SKI-1](#)

JAMES LOPEZ  
Mo Mokarram

MOTION FOR RELIEF FROM  
AUTOMATIC STAY AND/OR MOTION  
FOR RELIEF FROM CO-DEBTOR STAY  
4-14-25 [13]

TD BANK, N.A. VS.

**Final Ruling:** No appearance at the May 20, 2025 Hearing is required.

-----

Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor and other parties in interest on April 14, 2025. By the court's calculation, 36 days' notice was provided. 28 days' notice is required.

The Motion for Relief from the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen 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) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. Upon review of the record, there are no disputed material factual issues, and the matter will be resolved without oral argument. The court will issue its ruling from the parties' pleadings.

**The Motion for Relief from the Automatic Stay is granted.**

T.D. Bank, N.A., successor in interest to TD Auto Finance LLC ("Movant") seeks relief from the automatic stay with respect to an asset identified as a 2019 LEXUS IS 350, VIN ending in 5011 ("Vehicle"). The moving party has provided the Declarations of John Eng and Petrice Williams to introduce evidence to authenticate the documents upon which it bases the claim and the obligation owed by James Ernest Lopez ("Debtor"). Decls., Dockets 16-17.

Movant further seeks relief from the codebtor stay of 11 U.S.C. § 1301(c) as to the co-buyer, Angela Sue Carlson.

Movant argues Debtor has not made two post-petition payments and five pre-petition payments all in the amount of \$517.07 each. Decl. ¶ 8, Docket 17.

## DISCUSSION

From the evidence provided to the court, and only for purposes of this Motion for Relief, the debt secured by this asset is determined to be \$24,357.85 (Declaration ¶ 7, Docket 17), while the value of the Vehicle is determined to be \$24,144.00, as stated in Schedules A/B and D filed by Debtor. Schedule A/B at 12, Docket 1.

### **11 U.S.C. § 362(d)(1): Grant Relief for Cause**

Whether there is cause under 11 U.S.C. § 362(d)(1) to grant relief from the automatic stay is a matter within the discretion of a bankruptcy court and is decided on a case-by-case basis. *See J E Livestock, Inc. v. Wells Fargo Bank, N.A. (In re J E Livestock, Inc.)*, 375 B.R. 892 (B.A.P. 10th Cir. 2007) (quoting *In re Busch*, 294 B.R. 137, 140 (B.A.P. 10th Cir. 2003)) (explaining that granting relief is determined on a case-by-case basis because “cause” is not further defined in the Bankruptcy Code); *In re Silverling*, 179 B.R. 909 (Bankr. E.D. Cal. 1995), *aff’d sub nom. Silverling v. United States (In re Silverling)*, No. CIV. S-95-470 WBS, 1996 U.S. Dist. LEXIS 4332 (E.D. Cal. 1996). While granting relief for cause includes a lack of adequate protection, there are other grounds. *See In re J E Livestock, Inc.*, 375 B.R. at 897 (quoting *In re Busch*, 294 B.R. at 140). 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. *W. Equities, Inc. v. Harlan (In re Harlan)*, 783 F.2d 839 (9th Cir. 1986); *Ellis v. Parr (In re Ellis)*, 60 B.R. 432 (B.A.P. 9th Cir. 1985).

The court determines that cause exists for terminating the automatic stay, including defaults in post-petition payments that have come due. 11 U.S.C. § 362(d)(1); *In re Ellis*, 60 B.R. 432.

The court shall issue an order terminating and vacating the automatic stay to allow Movant, and 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.

### **Co-Debtor Stay**

Additionally, Movant has provided sufficient grounds to grant relief from the co-debtor stay under 11 U.S.C. § 1301(a). Movant has established, pursuant to 11 U.S.C. § 1301(a), that it would be irreparably harmed if relief from the co-debtor stay were not granted because Debtor and Ms. Carlson have not made payments while continuing to use the Vehicle.

### **Federal Rule of Bankruptcy Procedure 4001(a)(3) Request for Waiver of Fourteen-Day Stay of Enforcement**

Federal Rule of Bankruptcy Procedure 4001(a)(3) stays an order granting a motion for relief from the automatic stay for fourteen days after the order is entered, unless the court orders otherwise. Movant requests, as Debtor’s Plan provides for surrender of the Vehicle, that the court grant relief from the Rule as adopted by the United States Supreme Court. Mot. 3:16-18.

Movant has pleaded adequate facts and presented sufficient evidence to support the court waiving the fourteen-day stay of enforcement required under Federal Rule of Bankruptcy Procedure 4001(a)(3), and this part of the requested relief is granted.

No other or additional relief is granted by the court.



The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by T.D. Bank, N.A., successor in interest to TD Auto Finance LLC (“Movant”) having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** the Motion is granted, and the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant, its agents, representatives, and successors, and all other creditors having lien rights against the Vehicle, under its security agreement, loan documents granting it a lien in the asset identified as a 2019 LEXUS IS 350, VIN ending in 5011 (“Vehicle”) and applicable nonbankruptcy law to obtain possession of, nonjudicially sell, and apply proceeds from the sale of the Vehicle to the obligation secured thereby.

**IT IS FURTHER ORDERED** that the request to terminate the co-debtor stay of Angela Sue Carlson of 11 U.S.C. § 1301(a) is granted to the same extent as provided in the forgoing paragraph granting relief from the automatic stay arising under 11 U.S.C. § 362(a).

**IT IS FURTHER ORDERED** that the fourteen-day stay of enforcement provided in Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived for cause.

No other or additional relief is granted.

**Final Ruling: No appearance at the May 20, 2025 Hearing is required.**

-----

Incomplete reaffirmation agreement filed 4/14/25 [Dckt 28]; Order setting hearing filed 4/24/25 [Dckt 33]

Reaffirmation agreement with North Mill Equipment Finance filed 5/1/25 [Dckt 35]; set for hearing 6/4/25;  
Does Not State percentage rate on loan.

**The Amended Reaffirmation Agreement, Dckt. 35, is approved, and the court shall issue an order so approving the Amended Reaffirmation Agreement.**

Debtor Anthony Shropshire filed a Reaffirmation Agreement for creditor North Mill Equipment Finance. Reaff. Agmt.; Dckt. 12. The terms of that Reaffirmation Agreement were to reaffirm a \$38,695.10 debt, to be paid over 30 months, with a fixed interest rate of 41.837%. The collateral securing the debt to be reaffirmed is a 2017 Freightliner Sleeper (“Freightliner”). Though the Debtor’s financial information stated that he was unable to make the monthly payments, the Reaffirmation Agreement states that his fiancée would make the payments. Reaff. Agmt., Part II, § C; Dckt. 12.

At the January 22, 2025 hearing on the Reaffirmation Agreement, the Debtor explained that he did not own the Freightliner, but that it was owned by his limited liability company and Debtor had guaranteed the obligation. At that hearing, the court addressed with Debtor the problems with the interest rate and there being no evidence of an ability to pay this debt.

The court continued the hearing to 1:35 p.m. on March 5, 2025, to allow Debtor to communicate with his counsel (who did not certify the Reaffirmation Agreement) and understand his rights. Civ. Minutes; Dckt. 21.

At the March 5, 2025 hearing the Debtor requested additional time to speak with his counsel or obtain new counsel to address the Reaffirmation Agreement. Civ. Minutes; Dckt. 25. The court continued the hearing to April 16, 2025.

At the April 16, 2025 hearing the Debtor informed the court that an Amended Reaffirmation Agreement had been filed. The court noted that and the terms of the Amended Reaffirmation Agreement, which was filed on April 14, 2025, are stated in the Civil Minutes for the April 16, 2025 hearing. Dckt. 31. At the hearing the court, upon review of the terms and substantially reduced payments, stated that the Amended Reaffirmation Agreement was approved.

As the court was preparing the order following the hearing, the court noted that there was an April 15, 2025 Docket Entry, which is the next in order after the Amended Reaffirmation Agreement, which is titled “Memorandum Re Documents/Filing Fees.” A review of that Memorandum discloses that it is a notice to Debtor that the Amended Reaffirmation Agreement is unsigned and that no action can be taken on it.

When the court initially reviewed the Amended Reaffirmation Agreement, the court did not note that the signature page, page 4 of 7, was missing.

The Amended Reaffirmation Agreement not having a signature page documenting that it has been executed and is binding on the Creditor and Debtor cannot be approved by the court. Fortunately, the court caught this error prior to issuing an order stating that the Amended Reaffirmation Agreement was approved.

Presumably this is a simple clerical error and the Debtor can file the complete Amended Reaffirmation Agreement that includes the signature page. To facilitate this correction being timely made, the court continues the hearing on the Amended Reaffirmation Agreement.

On May 1, 2025, the Debtor filed an Amended Reaffirmation Agreement, which includes the signature page. Dckt. 35. The amount of Debt to be reaffirmed is \$21,795.69, and the payment terms are stated to be, “Beginning 05/22/2025, 21 payments of \$1000.00 plus 1 payment of \$795.69 for a total of 21,795.69.” Amd Reaff, Part 1 ¶ D; Dckt. 35.

**The Amended Reaffirmation Agreement, Dckt. 35, is approved, and the court shall issue an order so approving the Amended Reaffirmation Agreement.**