UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Christopher D. Jaime
Bankruptcy Judge
Sacramento, California

May 22, 2018 at 1:00 p.m.

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1. 17-27902-B-13 ROSEMARY SIMMONS — MOTION TO CONFIRM PLAN
RJ-3 Richard L. Jare — 4-3-18 [100]

Tentative Ruling: The Motion to Confirm 3rd [Amended] Chapter 13 Plan has 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 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 having been filed, the court will address the merits of the motion at the hearing.

The court's decision is to not confirm the third amended plan.

The Debtor is delinquent to the Chapter 13 Trustee in the amount of $370.00, which represents approximately 1 plan payment. The Debtor does not appear to be able to make plan payments proposed and has not carried the burden of showing that the plan complies with 11 U.S.C. § 1325(a)(6).

The Trustee's objection as to Debtor's failure to file amended Schedules I and J has been resolved. Debtor filed amended Schedules I and J on May 11, 2018.

Due to the delinquency, the amended plan does not comply with 11 U.S.C. §§ 1322, 1323, and 1325(a) and is not confirmed.

The court will enter an appropriate minute order.

2. 18-20103-B-13 ULYSSES ANDRY MOTION TO CONFIRM PLAN
PGM-1 Peter G. Macaluso 4-10-18 [30]

Tentative Ruling: The Motion to Confirm Debtors' First Amended Plan Filed on April 10, 2018, has 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 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 having been filed, the court will address the merits of the motion at the hearing.

The court's decision is to not confirm the first amended plan.

First, the plan cannot be fully assessed for feasibility or effectively administered. The Debtor has not provided for the correct post-petition arrearage amount of $1,639.58 for Mr. Cooper in Class 1 since the Debtor failed to include the difference of $407.24 from the initial Post-Petition Monthly Payment of $825.00.

Second, it cannot be determined if the plan payment proposed is the Debtor's best effort. Schedules I and J filed January 22, 2018, show Debtor's monthly net income of $1,030.00. This income does not support Debtor's amended plan filed April 10, 2018, that increases the plan payments beyond $1,030.00 in April 2018 and again in April 2019. Additionally, Debtor's declaration in support of his motion to confirm states that his primary source of household income is from Creative Marketing Concepts as a marketing rep. However, Schedules I and J do not list Creative Marketing Concepts as Debtor's employer. The Debtor has not carried his burden of showing that the plan complies with 11 U.S.C. § 1325(a)(1), (3), (6).

Third, Debtor is delinquent to the Chapter 13 Trustee in the amount of $1,480.00, which represents approximately 1 plan payment. The Debtor does not appear to be able to make plan payments proposed and has not carried the burden of showing that the plan complies with 11 U.S.C. § 1325(a)(6).

The amended plan does not comply with 11 U.S.C. §§ 1322, 1323, and 1325(a) and is not confirmed.

The court will enter an appropriate minute order.

3. 18-22107-B-13 WALLEN YEP
EAT-1 Jonathan D. Matthews

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR RELIEF FROM CO-DEBTOR STAY
4-23-18 [14]

WELLS FARGO BANK, N.A. VS.

Tentative Ruling: The Motion for In Rem Relief from the Automatic Stay and Co-Debtor Stay has been set for hearing on the notice required by 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). Opposition having been filed, the court will address the merits of the motion at the hearing.

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

Wells Fargo Bank, N.A. ("Movant") seeks relief from the automatic stay with respect to real property commonly known as 119 Kentucky Street, Vallejo, California (the "Property"). Movant has provided the Declaration of Nhung Nguyen to introduce into evidence the documents upon which it bases the claim and the obligation secured by the Property.

The Nhung Declaration states the loan is in longstanding material default, contractually due for October 2010, and no payments have been received since June 2013. The declaration states that Movant commenced foreclosure proceedings by recording a Notice of Default on August 4, 2011. A Notice of Trustee's Sale was recorded on November 2, 2011, March 7, 2014, and May 19, 2015. A new Notice of Default was recorded on May 25, 2017 and a Notice of Trustee's Sale was subsequently recorded on September 12, 2017, setting a sale date for October 19, 2017. However, the foreclosure sale date was postponed to May 15, 2018.

Movant states that Debtor's bankruptcy petition is part of a scheme to delay, hinder, and defraud creditors that involves multiple bankruptcies affecting the Property, and that Movant has been delayed from proceeding with foreclosure. Movant asserts that Debtor is a borrower in this case but there have been ten (10) bankruptcy filings affecting the Property since January 14, 2011, that involve Debtor and his wife Yongsun Yep. Movant seeks relief pursuant to 11 U.S.C. §§ 132(d)(1) and (4).

According to Movant, there is 1 post-petition default in the amount of $2,382.59. Additionally, there are 90 pre-petition payments in default, with a total of $188,595.37 in pre-petition payments past due.

Opposition by Debtor

Debtor filed an opposition but did not file any proof of service. It is unclear whether Wells Fargo Bank, N.A., the Chapter 13 Trustee, and other interested parties were served.

In his opposition, Debtor acknowledges that he and his wife have a history of filing bankruptcies but asserts that the current filing was commenced only when it was apparent that the lender was not considering the Debtor's improved financial circumstances and attempts to get a modification. Debtor contends that he filed the case in good faith as evidenced by the fact that he filed all necessary schedules and documents within a two-week period.

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, including defaults in post-petition payments which have come due. 11 U.S.C.

§ 362(d)(1); *In re Ellis*, 60 B.R. 432 (B.A.P. 9th Cir. 1985).

In the absence of postpetition payments, and with no equity in the Property, Movant is not adequately protected. Moreover, it appears that the only real basis for the opposition is that Movant is unwilling to modify the Debtor's loan or consider the Debtor for a loan modification. The Debtor has not shown that he is entitled to a loan modification, or consideration for one, and the court is aware of no obligation on Movant's part to provide the Debtor with either. The Debtor's unilateral hope for a loan modification does not translate into a reasonable or justifiable expectation that he will receive one or even be considered for one. *See Casault v. One West Bank, FSB*, 658 Fed. Appx. 872, 874 (9th Cir. 2016); *Faulks v. Wells Fargo and Co.*, 231 F. Supp. 3d 387, 405 (N.D. Cal. 2015). That means the filing of numerous non-productive bankruptcy cases which prevent Movant from lawfully exercising its rights under applicable nonbankruptcy law in an effort to force Movant to modify the Debtor's loan or consider a loan modification is bad-faith conduct by the Debtor, an abuse of the bankruptcy process, and thereby additional cause for relief under § 362(d)(1).[1] *See Leavitt v. Soto (In re Leavitt)*, 171 F.3d 1219, 1223-1224 (9th Cir. 1999)).

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, it appears that there is no equity in the Property. Moreover, the Debtor has failed to establish that the Property is necessary to an effective reorganization. *First Yorkshire Holdings, Inc. v. Pacifica L 22, LLC (In re First Yorkshire Holdings, Inc.)*, 470 B.R. 864, 870 (Bankr. 9th Cir. 2012).

Finally, the court will grant relief under section 362(d)(4), which prescribes:

"*On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay . . .*

"*with respect to a stay of an act against real property under subsection (a), by a creditor whose claim is secured by an interest in such real property, if the court finds that the filing of the petition was part of a scheme to delay, hinder, or defraud creditors that involved either-*

"*(A) transfer of all or part ownership of, or other interest in, such real property without the consent of the secured creditor or court approval; or*

"*(B) multiple bankruptcy filings affecting such real property.*"

The Debtor has filed bankruptcy a total of seven (7) times and his wife Yongsun Yep filed bankruptcy a total of three (3) times in an effort to thwart Movant from foreclosing on the Property. Of the nine (9) closed bankruptcy cases, eight (8) were

[1] The Debtor's schedules are further evidence this case was filed in bad faith and for an improper purpose. The Debtor states in Schedule I that his monthly income is $5,050.00. Dkt 27. The only expense listed in Schedule J is the Debtor's mortgage payment of $3,015.00. Dkt 28. Purportedly, that leaves the Debtor with net monthly income of $2,035.00. However, there are no other monthly expenses listed in Schedule J. For example, Schedule J includes none of the ordinary monthly expense for taxes, insurance, maintenance and upkeep, utilities, food and housekeeping, clothing, laundry, personal care products, or medical/dental expenses. It is not reasonable to believe that the Debtor has none of these monthly expenses. On the other hand, it is reasonable to believe that the Debtor intentionally omitted these ordinary monthly expenses from Schedule J so that it would appear he has the ability to make his monthly mortgage payment when, in reality, he does not when the expenses are factored into the monthly equation.

dismissed without discharge and only one (1) case received a discharge. The court finds that the Debtor's multiple bankruptcy filings were part of a scheme to delay, hinder, or defraud creditors from exercising their rights against the Property.

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.

The co-debtor stay under 11 U.S.C. § 1301(a) is terminated on the same terms and conditions as the Debtor.

The 14-day stay of enforcement under Rule 4001(a)(3) is not waived.

No other or additional relief is granted by the court.

The court will enter an appropriate minute order.

4.	17-24614-B-13 PLC-6	ALFONSO/CAMMIE MACIEL Peter L. Cianchetta	MOTION TO VALUE COLLATERAL OF WHEELS FINANCIAL GROUP, LLC 4-23-18 [84]

Final Ruling: No appearance at the May 22, 2018, hearing is required.

The Debtors and Wheels Financial Group, LLC, dba 800LoanMart and dba LoanMart, entered into a stipulation on April 26, 2018, resolving the motion to value collateral. An order granting the stipulation was entered on May 1, 2018.

The court will enter an appropriate minute order.

5.	17-27015-B-13 PGM-3	GERARDO LOPEZ Peter G. Macaluso	OBJECTION TO CLAIM OF WELLS FARGO BANK, N.A., CLAIM NUMBER 4 4-2-18 [89]

Tentative Ruling: The Objection to Claim #4-1 Filed by Wells Fargo Bank, N.A. on December 12, 2017, and Request for Attorney Fees Thereof has been set for hearing on at least 44 days' notice to the claimant as required by Local Bankruptcy Rule 3007-1(b)(1). Opposition was filed. 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.

The court's decision is to sustain the objection to Claim No. 4-1 of Wells Fargo Bank, N.A. and disallow the claim in its entirety, and deny the request for attorney fees.

Peter Macaluso ("Objector") requests that the court disallow the claim of Wells Fargo Bank, N.A. ("Creditor"), Claim No. 4-1. The claim is asserted to be secured in the amount of $206,824.46. Objector asserts that the claim should be disallowed because the Debtor does not hold any interest in the real property commonly known as 8301 Turning Trail, Austin, Texas ("Property").

Section 502(a) provides that a claim supported by a proof of claim is allowed unless a party in interest objects. Once an objection has been filed, the court may determine the amount of the claim after a noticed hearing. 11 U.S.C. § 502(b). The party objecting to a proof of claim has the burden of presenting substantial factual basis to overcome the prima facie validity of a proof of claim and the evidence must be of probative force equal to that of the creditor's proof of claim. *Wright v. Holm (In re Holm)*, 931 F.2d 620, 623 (9th Cir. 1991); *see also United Student Funds, Inc. v. Wylie (In re Wylie)*, 349 B.R. 204, 210 (B.A.P. 9th Cir. 2006). Moreover, "[a] mere assertion that the proof of claim is not valid or that the debt is not owed is not sufficient to overcome the presumptive validity of the proof of claim." Local Bankr. R. 3007-1(a).

The Declaration of Gerardo Lopez states that the Debtor has never lived in the Property, has never lived in Texas, and does not have any interest in the Property. Debtor's attorney sent a letter to Creditor stating that the Debtor did not hold an interest in the Property and that there must be a different Gerardo Lopez on this deed. Debtor's Schedule A/B does not list any interest in property in Texas. Objector has satisfied his burden of overcoming the presumptive validity of the claim.

Additionally, Objector submits no contract between Debtor and Creditor that provides for attorney's fees, which would allow California's reciprocity statute (Cal. Civ. Code § 1717(a)) to be awarded to the Objector. Moreover, the entire basis of Objector's claim objection is that he is **not** a party to the note or deed of trust that encumbers the Property. Objector's request for attorney's fees is denied without prejudice.

Based on the evidence before the court, the Creditor's claim is disallowed in its entirety. The objection to the proof of claim is sustained and the motion for attorney's fees is denied without prejudice.

The court will enter an appropriate minute order.

6. 16-20018-B-13 JOJIE GOOSELAW
PGM-9 Peter G. Macaluso

MOTION FOR COMPENSATION FOR PETER G. MACALUSO, DEBTORS ATTORNEY(S)
4-26-18 [141]

Tentative Ruling: Because less than 28 days' notice of the hearing was given, the Application for Additional Attorney Fees is deemed brought pursuant to Local Bankruptcy Rule 9014-1(f)(2). Consequently, the Debtors, creditors, the Trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offers opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion. If there is opposition, the court may reconsider this tentative ruling.

The court's decision is to grant the motion for compensation.

REQUEST FOR ADDITIONAL FEES AND COSTS

As part of confirmation of the Debtor's Chapter 13 plan, Peter Macaluso ("Applicant") consented to compensation in accordance with the Guidelines for Payment of Attorney's Fees in Chapter 13 Cases (the "Guidelines"). The court authorized payment of fees and costs totaling $4,000.00, which was the maximum set fee amount under Local Bankruptcy Rule 2016-1 at the time of confirmation]. Dkt. 104. Applicant now seeks additional compensation in the amount of $1,725.00 in fees and $0.00 in costs.

Applicant provides a task billing analysis and supporting evidence of the services provided. Dkt. 145.

To obtain approval of additional compensation in a case where a "no-look" fee has been approved in connection with confirmation of the Chapter 13 plan, the applicant must show that the services for which the applicant seeks compensation are sufficiently greater than a "typical" Chapter 13 case so as to justify additional compensation under the Guidelines. *In re Pedersen*, 229 B.R. 445 (Bankr. E.D. Cal. 1999)(J. McManus). The Guidelines state that "counsel should not view the fee permitted by these Guidelines as a retainer that, once exhausted, automatically justifies a fee motion. . . . Only in instances where substantial and unanticipated post-confirmation work is necessary should counsel request additional compensation." Guidelines; Local Rule 2016-1(c)(3).

Applicant asserts that it provided services greater than a typical Chapter 13 case because it was unanticipated that he would have to answer a second motion to convert case from Chapter 13 to Chapter 7 filed by the Trustee, file a second motion to approve refinance, and file a motion to modify plan after the refinance fell through and save the case from dismissal. The court finds the hourly rates reasonable and that the Applicant effectively used appropriate rates for the services provided. The court finds that the services provided by Applicant were substantial and unanticipated, and in the best interest of the Debtor, estate, and creditors.

That said, counsel's time is billed in irregular increments. Specifically, counsel's billing records include a time entry billed in a quarter-hour increment, i.e., March 21, 2018 @ 1.25. Although not unreasonable per se, billing in quarter-hour increments tends to suggest a practice over billing. *See Alvarado v. FedEx Corp.*, 2011 WL 4708133, *17 (N.D. Cal. 2011) (court reduced requested fees for billing in quarter-hour increments because use of such billing likely overstated the number of hours actually worked). Therefore, the court will reduce the March 21, 2018, time entry by .25. *See Denny Mfg. Co., Inc. v. Drops & Props, Inc. Eyeglasses*, 2011 WL 2180358, *6 (S.D. Ala. 2011) (finding that billing in .25 hour increments not reasonable and reducing time entries by .25 to account for tasks taking less than fifteen minutes). That results in a $75.00 reduction in the attorney's fees requested.

Applicant is allowed, and the Trustee is authorized to pay, the following amounts as compensation to this professional in this case:

Reduced Additional Fees	$1,650.00
Additional Costs and Expenses	$ 0.00

The court will enter an appropriate minute order.

7. 17-24634-B-13 ROMAN MAZUKA — MOTION TO EMPLOY M. BRANDON SMITH AS SPECIAL COUNSEL
MC-1 Muoi Chea — 4-10-18 [26]

Final Ruling: No appearance at the May 22, 2018, hearing is required.

The Motion to Employ Childers Schlueter & Smith LLC as Special Counsel Pursuant to Contingency Fee Agreement has been set for hearing on the 28-days notice required by 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). 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 court's decision is to grant the motion to employ.

Debtor seeks to employ counsel M. Brandon Smith ("Smith") of Childers Schlueter & Smith LLC, pursuant to Local Bankruptcy Rule 9014-1(f)(1) and 11 U.S.C. § 327(a) for the purpose of litigating product liability action regarding Abilify. Debtor asserts that he took a prescription medication called Abilify for about 15 years since 2002 and that during that time he suffered psychologically from taking the drug.

Smith, a partner with Childers, Schlueter & Smith, testifies that his firm has been hired exclusively to handle the product liability action related to Debtor's use of Abilify. The Smith Declaration states that Debtor agreed to a contingency fee of 40% of recovery whether resolved by settlement, verdict, or a written demand is made for binding arbitration in addition to cost associated with the case. If there is no recovery, Debtor is not obligated to pay for any attorney's fees or costs. Smith testifies he and the firm do not represent or hold any interest adverse to the Debtor or to the estate and that they have no connection with the Debtor, creditors, the U.S. Trustee, any party in interest, or their respective attorneys.

Pursuant to § 327(a) a trustee or debtor in possession is authorized, with court approval, to engage the services of professionals to represent or assist the trustee in carrying out the trustee's duties under Title 11. To be so employed by the trustee or debtor in possession, the professional must not hold or represent an interest adverse to the estate and be a disinterested person.

Section 328(a) authorizes, with court approval, a trustee or debtor in possession to engage the professional on reasonable terms and conditions, including a retainer, hourly fee, fixed or percentage fee, or contingent fee basis. Notwithstanding such approved terms and conditions, the court may allow compensation different from that under the agreement after the conclusion of the representation, if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of fixing of such terms and conditions.

Local Rule 2014-1 states that to insure public confidence in the integrity of the bankruptcy process, the verified statement that must accompany an Application for Employment of Professional Persons pursuant to Fed. R. Bankr. P. 2014(a) shall, after disclosure of any actual connections, close with the statement: "Except as set forth above, I have no connection with the debtor, creditors, or any party-in- interest, their respective attorneys, accountants, or the U.S. Trustee, or any employee of the U.S. Trustee." Applications for Employment which are not accompanied by a verified statement containing such a statement may be denied without prejudice.

Taking into account all of the relevant factors in connection with the employment and compensation of counsel, considering the declaration demonstrating that counsel does

not hold an adverse interest to the Estate and is a disinterested person, the nature and scope of the services to be provided, the court grants the motion to employ M. Brandon Smith as counsel for the purpose of litigating product liability action regarding Abilify on the terms and conditions set forth in the Agreement filed as dkt. 29, exh. A. The approval of the contingency fee is subject to the provisions of 11 U.S.C. § 328 and review of the fee at the time of final allowance of fees for the professional.

The court will enter an appropriate minute order.

8. 17-24841-B-13 JPJ-2 **Thru #10**
HATEM ABDINE
Mikalah R. Liviakis
OBJECTION TO CLAIM OF SPECIALIZED LOAN SERVICING, LLC, CLAIM NUMBER 9-2
3-28-18 [70]

Final Ruling: No appearance at the May 22, 2018, hearing is required.

The Trustee's Objection to Allowance of Claim of Specialized Loan Servicing, LLC has been set for hearing on at least 44 days' notice to the claimant as required by Local Bankruptcy Rule 3007-1(b)(1). The failure of the claimant to file written opposition at least 14 calendar days prior to the hearing is considered as consent to the sustaining of the objection. Cf. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the objecting party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9 Cir. 2006). Therefore, the claimant's default is entered and the objection will be resolved without oral argument.

The court's decision is to sustain the objection to Claim No. 9-1 of Specialized Loan Servicing, LLC and disallow the claim in its entirety.

Trustee ("Objector") requests that the court disallow the claim of Specialized Loan Servicing, LLC ("Creditor"), Claim No. 9-1. The claim is asserted to be secured in the amount of $240,119.33. Objector asserts that Part 5 of the Mortgage Proof of Claim Attachment shows the date of the first default as October 1, 2017, which is after the petition was filed on July 24, 2017. The amount necessary to cure the default is $5,928.83 for the period beginning October 1, 2017, and ending January 11, 2018. Thus, the entire amount of the default was incurred after the petition was filed on July 24, 2017. The fact that Debtor converted the case to a Chapter 13 on January 12, 2018, does not change the date of filing. *See In re Wilkinson*, 507 B.R. 742, 752 (Bankr. D. Kan. 2014).

Section 502(a) provides that a claim supported by a proof of claim is allowed unless a party in interest objects. Once an objection has been filed, the court may determine the amount of the claim after a noticed hearing. 11 U.S.C. § 502(b). The party objecting to a proof of claim has the burden of presenting substantial factual basis to overcome the prima facie validity of a proof of claim and the evidence must be of probative force equal to that of the creditor's proof of claim. *Wright v. Holm (In re Holm)*, 931 F.2d 620, 623 (9th Cir. 1991); *see also United Student Funds, Inc. v. Wylie (In re Wylie)*, 349 B.R. 204, 210 (B.A.P. 9th Cir. 2006). Moreover, "[a] mere assertion that the proof of claim is not valid or that the debt is not owed is not sufficient to overcome the presumptive validity of the proof of claim." Local Bankr. R. 3007-1(a).

The court finds that the proof of claim should be disallowed because it is for a default incurred post-petition. Objector has satisfied its burden of overcoming the presumptive validity of the claim.

Based on the evidence before the court, the Creditor's claim is disallowed in its entirety. The objection to the proof of claim is sustained.

The court will enter an appropriate minute order.

9. 17-24841-B-13 JPJ-3
HATEM ABDINE
Mikalah R. Liviakis
OBJECTION TO CLAIM OF RESERVES AT GALLERIA HOA, CLAIM NUMBER 5-1
3-28-18 [74]

Final Ruling: No appearance at the May 22, 2018, hearing is required.

The Trustee's Objection to Allowance of Claim of Reserves at Galleria HOA has been set for hearing on at least 44 days' notice to the claimant as required by Local Bankruptcy

Rule 3007-1(b)(1). The failure of the claimant to file written opposition at least 14 calendar days prior to the hearing is considered as consent to the sustaining of the objection. Cf. *Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Further, because the court will not materially alter the relief requested by the objecting party, an actual hearing is unnecessary. See *Boone v. Burk (In re Eliapo)*, 468 F.3d 592 (9 Cir. 2006). Therefore, the claimant's default is entered and the objection will be resolved without oral argument.

The court's decision is to sustain the objection to Claim No. 5-1 of Reserves at Galleria HOA and disallow the claim by $260.00, thus reducing the claim to $6,082.73.

Trustee ("Objector") requests that the court disallow $260.00 from the claim of Reserves at Galleria HOA ("Creditor"), Claim No. 5-1. The claim is asserted to be secured in the amount of $6,342.73. Objector asserts that the deposit invoice attached to the proof of claim includes the following charges: $10.00 on July 31, 2017, for Mailings (Notice of Sale); $50.00 on August 22, 2017, for Payment Plan Void Processing Fee; and $200.00 on November 8, 2017, for BK Monitoring Fee. All these charges were incurred after the petition was filed on July 24, 2017. The fact that Debtor converted the case to a Chapter 13 on January 12, 2018, does not change the date of filing. *See In re Wilkinson*, 507 B.R. 742, 752 (Bankr. D. Kan. 2014).

Section 502(a) provides that a claim supported by a proof of claim is allowed unless a party in interest objects. Once an objection has been filed, the court may determine the amount of the claim after a noticed hearing. 11 U.S.C. § 502(b). The party objecting to a proof of claim has the burden of presenting substantial factual basis to overcome the prima facie validity of a proof of claim and the evidence must be of probative force equal to that of the creditor's proof of claim. *Wright v. Holm (In re Holm)*, 931 F.2d 620, 623 (9th Cir. 1991); *see also United Student Funds, Inc. v. Wylie (In re Wylie)*, 349 B.R. 204, 210 (B.A.P. 9th Cir. 2006). Moreover, "[a] mere assertion that the proof of claim is not valid or that the debt is not owed is not sufficient to overcome the presumptive validity of the proof of claim." Local Bankr. R. 3007-1(a).

The court finds that the proof of claim should be disallowed by $260.00 because the charges associated with that amount were incurred post-petition. Objector has satisfied its burden of overcoming the presumptive validity of the claim.

Based on the evidence before the court, the Creditor's claim is disallowed by $260.00, thus reducing the claim to $6,082.73. The objection to the proof of claim is sustained.

The court will enter an appropriate minute order.

10. 17-24841-B-13 HATEM ABDINE — MOTION TO CONFIRM PLAN
MRL-2 Mikalah R. Liviakis — 3-23-18 [65]

Tentative Ruling: The Motion to Confirm Debtor's Chapter 13 Plan has 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 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 having been filed, the court will address the merits of the motion at the hearing.

The court's decision is to not confirm the first amended plan.

First, the plan cannot be effectively administered. The amended plan provides for treatment of Bank of America (with Specialized Loan Servicing, LLC as servicing agent) and The Reserves as Class 1. However, the claims of both these creditors have either been disallowed in its entirety or reduced at Items # 8 and 9. *See* dkts. 70 and 74. The Trustee is unable to fully comply with § 3.07 of the plan.

Second, the plan payment in the amount of $2,250.00 does not equal the aggregate of the Trustee's fees, monthly post-petition contract installments due on Class 1 claims, the monthly payment for administrative expenses, and monthly dividends payable on Class 1 arrearage claims. For months 1-5, the aggregate of these monthly amounts plus Trustee's fee is $2,370.000. For months 6-60, the aggregate of these monthly amounts plus the Trustee's fee is $2,427.00. The plan does not comply with Section 5.02(a) of the mandatory form plan.

The amended plan does not comply with 11 U.S.C. §§ 1322, 1323, and 1325(a) and is not confirmed.

The court will enter an appropriate minute order.

11. 15-28450-B-13 LYNN WELCH MOTION TO MODIFY PLAN
RSG-2 Robert S. Gimblin 3-27-18 [39]

Tentative Ruling: Debtor's Motion to Modify Chapter 13 Plan Post Confirmation has 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 having been filed, the court will address the merits of the motion at the hearing.

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

First, two separate and distinct plans were filed as one document, dkt. 40, on March 27, 2018. It is impossible to simultaneously administer two separate and distinct plans.

Second, Debtor does not utilize the mandatory form plan required pursuant to Local Bankr. R. 3015-1(a) and General Order 17-03, Official Local Form EDC 3-080, the standard form Chapter 13 Plan effective December 1, 2017.

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

The court will enter an appropriate minute order.

12. 16-22950-B-13 PGM-5 — JOYCELYN/FRANCISCUS VAN HOOF, Peter G. Macaluso — MOTION FOR COMPENSATION FOR PETER G. MACALUSO, DEBTORS ATTORNEY(S), 4-26-18 [82]

Tentative Ruling: Because less than 28 days' notice of the hearing was given, the Application for Additional Attorney Fees is deemed brought pursuant to Local Bankruptcy Rule 9014-1(f)(2). Consequently, the Debtors, creditors, the Trustee, the U.S. Trustee, and any other parties in interest were not required to file a written response or opposition to the motion. If any of these potential respondents appear at the hearing and offers opposition to the motion, the court will set a briefing schedule and a final hearing unless there is no need to develop the record further. If no opposition is offered at the hearing, the court will take up the merits of the motion. If there is opposition, the court may reconsider this tentative ruling.

The court's decision is to grant the motion for compensation.

REQUEST FOR ADDITIONAL FEES AND COSTS

As part of confirmation of the Debtors' Chapter 13 plan, Peter Macaluso ("Applicant") consented to compensation in accordance with the Guidelines for Payment of Attorney's Fees in Chapter 13 Cases (the "Guidelines"). The court authorized payment of fees and costs totaling $4,000.00, which was the maximum set fee amount under Local Bankruptcy Rule 2016-1 at the time of confirmation]. Dkt. 39. Applicant now seeks additional compensation in the amount of $1,050.00 in fees and $0.00 in costs.

Applicant provides a task billing analysis and supporting evidence of the services provided. Dkt. 86.

To obtain approval of additional compensation in a case where a "no-look" fee has been approved in connection with confirmation of the Chapter 13 plan, the applicant must show that the services for which the applicant seeks compensation are sufficiently greater than a "typical" Chapter 13 case so as to justify additional compensation under the Guidelines. *In re Pedersen*, 229 B.R. 445 (Bankr. E.D. Cal. 1999)(J. McManus). The Guidelines state that "counsel should not view the fee permitted by these Guidelines as a retainer that, once exhausted, automatically justifies a fee motion. . . . Only in instances where substantial and unanticipated post-confirmation work is necessary should counsel request additional compensation." Guidelines; Local Rule 2016-1(c)(3).

That said, counsel's time is billed in irregular increments. Specifically, counsel's billing records include a time entry billed in a quarter-hour increments, i.e., January 2, 2018 @ .25. Although not unreasonable per se, billing in quarter-hour increments tends to suggest a practice over billing. *See Alvarado v. FedEx Corp.*, 2011 WL 4708133, *17 (N.D. Cal. 2011) (court reduced requested fees for billing in quarter-hour increments because use of such billing likely overstated the number of hours actually worked). Therefore, the court will eliminate the January 2, 2018. *See Denny Mfg. Co., Inc. v. Drops & Props, Inc. Eyeglasses*, 2011 WL 2180358, *6 (S.D. Ala. 2011) (finding that billing in .25 hour increments not reasonable and reducing time entries by .25 to account for tasks taking less than fifteen minutes). That results in a $75.00 reduction in the attorney's fees requested.

Applicant asserts that it provided services greater than a typical Chapter 13 case because it was unanticipated that he would have to file a second modified plan after the Chapter 13 Trustee filed a notice of default and application to dismiss for delinquency. The court finds the hourly rates reasonable and that the Applicant effectively used appropriate rates for the services provided. The court finds that the services provided by Applicant were substantial and unanticipated, and in the best interest of the Debtors, estate, and creditors.

Applicant is allowed, and the Trustee is authorized to pay, the following amounts as compensation to this professional in this case:

Reduced Additional Fees	$975.00
Additional Costs and Expenses	$ 0.00

The court will enter an appropriate minute order.

13. 18-20051-B-13 RORY MCNEIL MOTION TO CONFIRM PLAN
MWB-1 Mark W. Briden 3-28-18 [27]

Final Ruling: No appearance at the May 22, 2018, hearing is required.

The Motion to Confirm First Amended Plan has been set for hearing on the 35-days' notice required by Local Bankruptcy Rule 3015-1(d)(1), 9014-1(f)(1), and Federal Rule of Bankruptcy Procedure 2002(b). 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). 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 respondent 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 court's decision is to confirm the first amended plan.

11 U.S.C. § 1323 permits a debtor to amend a plan any time before confirmation. The Debtor has provided evidence in support of confirmation. No opposition to the motion has been filed by creditors. Although the Trustee initially filed an opposition, it was withdrawn on May 11, 2018. The amended plan filed on March 28, 2018, complies with 11 U.S.C. §§ 1322 and 1325(a) and is confirmed.

The court will enter an appropriate minute order.

14. 18-20764-B-13 HAZEL CARSON MOTION TO CONFIRM PLAN
SDB-1 W. Scott de Bie 4-5-18 [19]

Final Ruling: No appearance at the May 22, 2018, hearing is required.

The Motion for Order Confirming First Amended Chapter 13 Plan has been set for hearing on the 35-days' notice required by Local Bankruptcy Rule 3015-1(d)(1), 9014-1(f)(1), and Federal Rule of Bankruptcy Procedure 2002(b). 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). 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 respondent 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 court's decision is to confirm the first amended plan.

11 U.S.C. § 1323 permits a debtor to amend a plan any time before confirmation. The Debtor has provided evidence in support of confirmation. No opposition to the motion has been filed by the Chapter 13 Trustee or creditors. The amended plan filed on April 5, 2018, complies with 11 U.S.C. §§ 1322 and 1325(a) and is confirmed.

The court will enter an appropriate minute order.

15. 18-20768-B-13 JPJ-1 DENNIS GARRETT
Bonnie Baker

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
4-17-18 [38]

CASE DISMISSED: 5/21/18

Final Ruling: No appearance at the May 22, 2018, hearing is required.

The court's decision is to deny the objection as moot.

This case was ordered dismissed if not converted to a Chapter 7 or 11 by May 15, 2018. The court's docket shows that the case was not converted by that date. The case was therefore dismissed on May 21, 2018.

The court will enter an appropriate minute order.

16. 18-21272-B-13 JPJ-2 STEPHEN/LESLY SAWYER
Nima S. Vokshori

OBJECTION TO DEBTOR'S CLAIM OF EXEMPTIONS
4-17-18 [28]

Tentative Ruling: The Trustee's Objection to Debtor's Claim of Exemption has been set for hearing on at least 28-days the notice required by Local Bankruptcy Rule 9014-1(f)(1) and Federal Rule of Bankruptcy Procedure 4003(b). The failure of the Debtor 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 as consent to the granting of the motion. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). Opposition having been filed, the court will address the merits of the motion at the hearing.

The court's decision is to overrule the objection as moot.

The Trustee objects to the Debtors' use of California Code of Civil Procedure § 704.730 to exempt their real property for "100% of fair market value, up to any applicable statutory limit." California law permits a finite exemption and does not permit an exemption to whatever the property happens to be worth.

Debtors respond that they had made a typographical error and have filed an amended Schedule C on May 8, 2018, to correct this. Amended Schedule C now states the specific value of Debtors' claimed homestead exemption as $44,496.83. *See* dkt. 33.

The Trustee's objection is overruled as moot.

The court will enter an appropriate minute order.

17. 15-29573-B-13 SAUNDRA BATTAGLIA
17-2091 BMV-5
BATTAGLIA V. THE BANK OF NEW YORK MELLON ET AL

MOTION TO DISMISS CAUSE(S) OF ACTION FROM SECOND AMENDED COMPLAINT
4-24-18 [117]

MATTER TO BE HEARD AT 9:30 A.M.

Final Ruling: No appearance at the May 22, 2018, hearing is required.

The court will enter an appropriate minute order.

18. 14-32275-B-13 RAY/ROSE DEPRIEST MOTION FOR SUBSTITUTION
SDB-3 W. Scott de Bie 4-16-18 [96]

Final Ruling: No appearance at the May 22, 2018, hearing is required.

The Suggestion of Death and Motion for Substitution has been set for hearing on the 28-days notice required by 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). 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 court's decision is to substitute the surviving Co-Debtor, who is appointed representative of the estate, to continue administration of the case, and waive the deceased Debtor's certification otherwise required for entry of a discharge.

Co-Debtor Rose DePriest gives notice of death of her husband and Debtor Ray DePriest and requests the court substitute Roose DePriest in place of her deceased spouse for all purposes within this Chapter 13 proceeding.

Discussion

Federal Rule of Bankruptcy Procedure 1016 provides that, in the event the Debtor passes away, in the case pending under Chapter 11, Chapter 12, or Chapter 13 "the case may be dismissed; or if further administration is possible and in the best interest of the parties, the case may proceed and be concluded in the same manner, so far as possible, as though the death or incompetency had not occurred." Consideration of dismissal and its alternatives requires notice and opportunity for a hearing. *Hawkins v. Eads*, 135 B.R. 380, 383 (Bankr. E.D. Cal. 1991). As a result, a party must take action when a debtor in chapter 13 dies. *Id.*

Federal Rule of Bankruptcy Procedure 7025 provides "[i]f a party dies and the claim is not extinguished, the court may order substitution of the proper party. A motion for substitution may be made by any party or by the decedent's successor or representation. If the motion is not made within 90 days after service of a statement noting the death, the action by or against the decedent must be dismissed." *Hawkins v. Eads*, 135 B.R. at 384.

The application of Rule 25 and Rule 7025 is discussed in COLLIER ON BANKRUPTCY, 16TH EDITION, § 7025.02, which states [emphasis added],

> Subdivision (a) of Rule 25 of the Federal Rules of Civil Procedure deals with the situation of death of one of the parties. If a party dies and the claim is not extinguished, then the court may order substitution. **A motion for substitution may be made by a party to the action or by the successors or representatives of the deceased party**. There is no time limitation for making the motion for substitution originally. Such time limitation is keyed into the period following the time when the fact of death is suggested on the record. In other words, procedurally, **a statement of the fact of death is to be served on the parties in accordance with Bankruptcy Rule 7004 and upon nonparties as provided in Bankruptcy Rule 7005** and suggested on the record. The suggestion of death may be filed only by a party or the

> representative of such a party. The suggestion of death should substantially conform to Form 30, contained in the Appendix of Forms to the Federal Rules of Civil Procedure.
>
> The motion for substitution must be made not later than 90 days following the service of the suggestion of death. Until the suggestion is served and filed, the 90 day period does not begin to run. In the absence of making the motion for substitution within that 90 day period, paragraph (1) of subdivision (a) requires the action to be dismissed as to the deceased party. However, the 90 day period is subject to enlargement by the court pursuant to the provisions of Bankruptcy Rule 9006(b). Bankruptcy Rule 9006(b) does not incorporate by reference Civil Rule 6(b) but rather speaks in terms of the bankruptcy rules and the bankruptcy case context. Since Rule 7025 is not one of the rules which is excepted from the provisions of Rule 9006(b), the court has discretion to enlarge the time which is set forth in Rule 25(a)(1) and which is incorporated in adversary proceedings by Bankruptcy Rule 7025. Under the terms of Rule 9006(b), a motion made after the 90 day period must be denied unless the movant can show that the failure to move within that time was the result of excusable neglect. 5 The suggestion of the fact of death, while it begins the 90 day period running, is not a prerequisite to the filing of a motion for substitution. The motion for substitution can be made by a party or by a successor at any time before the statement of fact of death is suggested on the record. **However, the court may not act upon the motion until a suggestion of death is actually served and filed.**
>
> The **motion for substitution together with notice of the hearing is to be served on the parties in accordance with Bankruptcy Rule 7005 and upon persons not parties in accordance with Bankruptcy Rule 7004...**

See also Hawkins v. Eads, *supra*. While the death of a debtor in a Chapter 13 case does not automatically abate the case, the court must make a determination of whether "[f]urther administration is possible and in the best interest of the parties, the case may proceed and be concluded in the same manner, so far as possible, as though the death or incompetency had not occurred." Fed. R. Bank. P. 1016. The court cannot make this adjudication until it has a substituted real party in interest for the deceased debtor.

Here, Co-Debtor has provided sufficient evidence to show that continued administration of the Chapter 13 case is possible and in the best interest of creditors. Co-Debtor states that no party will suffer prejudice by this substation since the case will remain on the same footing as if the death had not occurred. Co-Debtor remains a petitioner and is able to prosecute the case in a timely and reasonable manner. In acting on behalf of herself as well as successor to her deceased spouse, continuity will be maintained in the case to the benefit of all parties and administration of the bankruptcy estate. Co-Debtor holds possession and control of her deceased spouse's assets and obligations as all such were held as community property. There are no assets released or otherwise removed by the death of Debtor Ray DePriest.

Based on the evidence provided, the court determines that further administration of this Chapter 13 case is in the best interests of all parties. The deceased Debtor's certification otherwise required for entry of a discharge is waived. The court grants the motion.

The court will enter an appropriate minute order.

19. 15-24484-B-13 JESSICA THOENE MOTION TO MODIFY PLAN
RWF-3 Robert W. Fong 4-17-18 [75]

Tentative Ruling: The Motion to Modify Chapter 13 Plan After Confirmation has 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 having been filed, the court will address the merits of the motion at the hearing.

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

First, Trustee objects to confirmation on grounds that the plan filed April 17, 2018, does not properly account for all payments the Debtors have paid to the Trustee to date. The plan states that the Debtor has paid a total of $180,785.00 for the first 32 months, which according to Debtor is through February 25, 2018. The Trustee contends that the Debtor has paid a total of $212,526.37 through April 25, 2018. The Debtor does not dispute this amount but clarifies that this total payment is composed of escrow funds received from the sale of Debtor's real property. It appears that the difference in accounting interpretation by the Trustee and Debtor may be the wordage of "the first 32 months." Debtor contends that month 32 is February 2018 whereas the Trustee appears to interpret it as April 2018 since no plan payments were made from December 2017 through February 2018. Regardless, the proper accounting is that $212,526.37 has been paid to the Trustee through April 25, 2018.

Second, Trustee asserts that the plan payment in the amount of $3,985.00 does not equal the aggregate of the Trustee's fees, monthly post-petition contract installments due on Class 1 claims, the monthly payment for administrative expenses, and monthly dividends payable on account of Class 1 arrearage claims, Class 2 secured claims, and executory contract and unexpired lease arrearage claims. Trustee contends that the aggregate of the monthly amounts plus the Trustee's fee is $4,245.73. Debtor responds by stating that the plan payment of $3,924.44 is sufficient because the Trustee inaccurately includes $375.00 for administrative expenses when Debtor's attorney's fees of $3,200.00 have already been paid through the plan.

Provided that the proper accounting is provided for in the order confirming and the monthly plan payment cash flows, the plan complies with 11 U.S.C. §§ 1322 and 1325(a) and is confirmed.

The court will enter an appropriate minute order.