

UNITED STATES BANKRUPTCY COURT

Eastern District of California

Honorable Christopher M. Klein
Bankruptcy Judge
Sacramento, California

October 3, 2017 at 1:30 p.m.

1.	17-20765 -C-13	DAVID SIMS	CONTINUED MOTION TO CONTINUE
	MRG -3	Peter Macaluso	EVIDENTIARY HEARING
			8-30-17 [96]

Thru #2

Tentative Ruling: The Motion to Continue Evidentiary Hearing has been set for hearing on Shortened Time by order of the Court.

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.

Below is the court's tentative ruling.

Local Rule 9014-1(f)(3) Motion - Hearing Required.

Correct Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Chapter 13 Trustee, all creditors, parties requesting special notice, and Office of the United States Trustee on August 30, 2017. The court issued an order to shorten time setting this hearing on a shortened time.

The Motion to Continue Evidentiary Hearing been set for hearing on the notice required by Local Bankruptcy 9014-1(f)(3), and Federal Rule of Bankruptcy Procedure 2002(b). Opposition having been filed, the court will address the merits of the motion at the hearing.

The court's decision is xxxxxxxxxxxxxx

Movant, Bosco Credit LLC moves for an order continuing the evidentiary hearing set for a Motion to Value Collateral on the basis that counsel for the Movant, Wright Finlay & Zak, LLP, assert that they "discovered" a conflict of said counsel on the eve of the September 6, 2017 scheduled Evidentiary Hearing. It is asserted that this eve of Evidentiary Hearing "discovered" conflict necessitated vacating the Evidentiary Hearing date and allow the substitution of counsel, The Law Offices of Michelle Ghidotti, for Bosco Credit, LLC. This "discovered" conflict was asserted as now requiring a delay in conducting the Evidentiary Hearing so the new counsel could prepare for the Evidentiary Hearing. As discussed below, given the alleged conflict, such

continuance on the eve of the Evidentiary Hearing was effectively a mandate by Bosco Credit, LLC and its attorneys Wright Finlay & Zak, LLP that the court remove the Evidentiary Hearing from its calendar and reschedule the Evidentiary Hearing at some later date.

Debtor's Response

Debtor opposes continuance on the basis that the creditor has asserted no legal basis for the continuance requested. **The original Motion to Value was filed on June 19, 2017 and the Movant had notice of the Motion to Value on April 20, 2017.** Debtor questions why, taking Movant's contentions as true, Wright Finlay & Zak has not been subbed out of all cases in which they are attorney for Bosco Credit, LLC. The Movant had plenty of time to discover this conflict of interest and a continuance solely based upon Movant's failure to discover until the last moment is not warranted.

Unfortunately for Debtor, in light of the asserted eve of Evidentiary Hearing "discovery" of the asserted conflict, the Evidentiary Hearing was continued without any opportunity for Debtor to address such request before it was granted.

Movant's Reply

Movant specifies that the Motion to Value was filed on June 19, 2017 and opposition filed July 18, 2017. Movant states that while preparing for the evidentiary hearing, the conflict of interest was discovered. **The conflict of interest arose as prior counsel represents Ocwen in other matters and the position of Bosco in this evidentiary hearing would run contrary to the interests of Ocwen in this case.**

Stated Conflict Asserted by Prior Counsel and Bosco Credit, LLC on Eve of September 6, 2017 Evidentiary Hearing

The present Motion to Value was filed by Debtor on June 19, 2017. Dckt. 63. It was served on Bosco Credit, LLC on June 19, 2017. Cert. of Serv., Dckt. 68. On July 18, 2017, Nichole Glowin of Wright, Finlay & Zak, LLP filed an eight-page Opposition. Dckt. 75. The Opposition is based on the contention by Bosco Credit, LLC, as advanced by its attorneys, Wright, Finlay & Zak, LLP, that some portion of the claim secured by the senior deed of trust securing the claim of Ocwen Loan Servicing, LLC, was subordinated to that of Bosco Credit, LLC. *Id.* It is argued by Bosco Credit, LLC, through its attorneys Wright, Finlay & Zak, LLP, that due to the conduct of Ocwen Loan Servicing, LLC in modifying its loan with the Debtor, the modification created prejudice to Bosco Credit, LLC such that based on California law a portion of the Ocwen Loan Servicing, LLC claim was subordinated.

Asserting such subordination, Bosco Credit, LLC and Wright, Finlay & Zak, LLP contend that at least a portion of the Bosco Credit, LLC claim is secured by value in the Property and therefore there is purpose to be served by valuing the Property. 11 U.S.C. § 1322(b)(2),

At the August 3, 2017 hearing on the Motion, at the behest of Bosco Credit, LLC and Debtor, the court set the Evidentiary Hearing to resolve the factual disputes for September 6, 2017. Civil Minutes, Dckt. 84; Order, Dckt. 85. This date was set with the participation and concurrence of Bosco Credit, LLC, appearing through its attorneys Wright, Finlay & Zak, LLP.

On August 30, 2017, a mere two working days before the Evidentiary Hearing (there being a weekend and the Labor Day Holiday between the August 30, 2017 disclosure of the "discovered" conflict and the September 6, 2017 Evidentiary Hearing), a Motion to Continue the Evidentiary Hearing was filed by Bosco Credit, LLC, through a new attorney, Kristin Zilberstein of the Law Office of Michelle Ghidotti. Dckt. 96. In this Motion Bosco Credit, LLC asserts that only "recently" Wright Finlay & Zak, LLP "discovered" a conflict of interest necessitating it withdrawing as counsel for Bosco Credit, LLC. Being on the eve of the Evidentiary Hearing and having its counsel, Wright Finlay & Zak, LLP leaving Bosco Credit, LLC unrepresented, the Law Office of Michelle Ghidotti, as stated new replacement counsel, requested that the Evidentiary Hearing be continued.

The September 6, 2017 Evidentiary Hearing was removed from the calendar and the hearing on this Motion to Continue the Hearing was set for September 19, 2017. Having "discovered" the asserted conflict only on the eve of the Evidentiary Hearing, Bosco Credit, LLC and Wright Finlay & Zak, LLP forced the court to "grant" the continuance *ex parte*, without any opportunity for opposition by Debtor. Order, Dckt. 105.

The purported conflict "discovered" only on the eve of the Evidentiary Hearing is asserted to be that Wright Finlay & Zak, LLP also represent Ocwen Loan Servicing, LLC - the very person whom Wright Finlay & Zak, LLP has argued has subordinated its deed of trust due to its conduct in modifying the loan secured by the first deed of trust. Declaration, Dckt. 114. While contending that a conflict was "discovered" on the eve of the Evidentiary Hearing, Nicole Glowin offers no testimony as to how she and her firm did not "recall" that they do work for Ocwen Loan Servicing, LLC, how Wright Finlay & Zak, LLP would file an Opposition which directly attacked the lien priority of Ocwen Loan Servicing, LLC, and what reasonable conflicts check was conducted prior to launching the Bosco Credit, LLC attack on the alleged rights and interests of Owen Loan Servicing, LLC.

Misidentification of Creditor

The Opposition filed by Wright Finlay & Zak, LLP and the declaration of Nichole Glowin affirmatively state that Ocwen Loan Servicing, LLC is the creditor having the claim secured by the first deed of trust, that Ocwen Loan Servicing, LLC is a client of Wright Finlay & Zak, LLP, and based upon Bosco Credit, LLC having attacked the deed of trust held by Ocwen Loan Servicing, LLC, Wright Finlay & Zak, LLP "discovered" a conflict only on the eve of the Evidentiary Hearing.

This contention is premised on a wrong fact - the identify of the creditor holding the claim secured by the first deed of trust. As clearly stated in Proof of Claim No. 2 which is filed for the claim secured by the first deed of trust, the creditor is stated to be Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Home Equity Loan Trust Series 2006-3 ("DBNTC, Trustee"). Nowhere in Proof of Claim No. 2 is it stated that Ocwen Loan Servicing, LLC is the creditor, that Ocwen Loan Servicing, LLC has a claim, or that Ocwen Loan Servicing, LLC has an interest in the deed of trust securing the DBNTC, Trustee Claim. Ocwen Loan Servicing, LLC did file Proof of Claim No. 2 for DBNTC, Trustee, clearing identifying itself solely as the "agent" for DBNTC, Trustee. Proof of Claim No. 2, p. 3. On the attachment to Proof of Claim No. 2, Owen Loan Servicing, LLC is stated to be the "Servicer."

To the extent that Wright Finlay & Zak, LLP does represent Ocwen Loan Servicing, LLC in other matters, Ocwen Loan Servicing, LLC is not the creditor whose rights and interests are attacked by Bosco Credit, LLC. in this Contested Matter. Thus, it is not clear what "conflict," if any, that Wright Finlay & Zak, LLP actually "discovered" on the eve of the Evidentiary Hearing that has derailed the Evidentiary Hearing.

Failure to Prosecute the Contested Matter

What has come to light is that while the Debtor and his counsel complied with the Evidentiary Hearing Scheduling Order and Local Bankruptcy Rule 9017-1 to lodge with the court the required direct testimony statements and exhibits, nothing was lodged with the court by Bosco Credit, LLC. By the time the conflict was "discovered" and the Motion to Continue filed, Bosco Credit, LLC had already failed to comply with the order, leaving it with no evidence for which to prosecute the contention that the a portion of the first deed of trust held by DBNTC, Trustee to secure its claim had been subordinated.

Additional Judicial Concerns Drawn From September 19, 2017 Hearing

At the September 19, 2017 hearing no good reason was given for the conflict being "discovered" only on the eve of the Evidentiary Hearing - for which Bosco Credit, LLC and Wright Finlay & Zak, LLP had provided no evidence. Further, in listening to the arguments advanced, it could well appearance that Ocwen Loan Servicing, LLC and Bosco Credit, LLC, as orchestrated by Wright Finlay & Zak, LLP (which purports to represent both) and the Law Office of Michelle Ghidotti, are manufacturing a purported subordination of some small amount to create the (mis)appearance that there was some value in the Property for Bosco Credit, LLC's second deed of trust so as to create the (mis)appearance that Bosco Credit, LLC has a secured claim in this case.

Payment of Legal Fees and Costs

The Debtor has incurred the costs and expenses of his counsel preparing for the unilaterally aborted September 6, 2017 Evidentiary Hearing by Bosco Credit, LLC and Wright Finlay & Zak, LLP and the

September 19, 2017 hearing on this Motion. These costs and expenses create an undue burden on and prejudice this Chapter 13 Debtor and the creditors in the bankruptcy case.

As set forth in Local Bankruptcy Rule 9014-1(d), failure to file the direct testimony statements, other evidence, and legal authorities for a scheduled evidentiary hearing may result in the imposition of sanctions. The bankruptcy court judge also has the inherent civil contempt power to enforce compliance with its lawful judicial orders (such as the order scheduling the Evidentiary Hearing in this Contested Matter). *Price v. Lehtinen (in re Lehtinen)*, 564 F.3d 1052, 1058 (9th Cir. 2009); see 11 U.S.C. § 105(a). A bankruptcy court is also empowered to regulate the practice of law in the bankruptcy court. *Peugeot v. U.S. Trustee (In re Crayton)*, 192 B.R. 970, 976 (B.A.P. 9th Cir. 1996). The authority to regulate the practice of law includes the right and power to discipline attorneys who appear before the court. *Chambers v. NASCO, Inc.*, 501 U.S. 32, 43 (1991); see *Price v. Lehitine*, 564 F. 3d at 1058.

Further, Federal Rule of Civil Procedure 16(f) and Federal Rules of Bankruptcy Procedure 7016 (made applicable in this contested matter by this court), 9014 provides for the imposition of corrective sanctions for the failure of a party to comply with the order of the court in the prosecution of litigation. Federal Rule of Civil Procedure 16(f) (2) goes so far as to mandate the imposition of attorney's fees and costs when there is the failure of a party to comply with the court's scheduling order - such as the court's order setting the Evidentiary Hearing in this Contested Matter.

Additionally, as discussed by the Bankruptcy Appellate Panel for the Ninth Circuit in *Kostecki v. Sutton (In re Sutton)*, 2015 Bankr. LEXIS 4084, *19-20 (B.A.P. 9th Cir. 2015):

A bankruptcy court's inherent powers are "governed not by rule or statute but by the control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases." *Chambers v. NASCO, Inc.*, 501 U.S. 32, 43, 111 S. Ct. 2123, 115 L. Ed. 2d 27 (1991). In appropriate cases, a court may select from the menu of sanctions available under its inherent powers the draconian sanction of dismissal to "the 'less severe sanction' of an assessment of attorney's fees," *Chambers*, 501 U.S. at 44-45, to an intermediate sanction of the exclusion of some evidence or testimony, see *Dillon v. Nissan Motor Co.*, 986 F.2d 263, 266-69 (8th Cir. 1993).

In considering the proper corrective sanction, the court notes that the primary purpose of a civil contempt sanction is to compensate losses sustained by another's disobedience of a court order and to compel future compliance with court orders. *Knupfer v. Lindblade (In re Dyer)*, 322 F.3d 1178, 1192 (9th Cir. 2003).

As discussed above, it appears questionable whether the eve of Evidentiary Hearing claim of a conflict actually exists (the purported other "creditor" being misidentified by Bosco Credit, LLC).

Bosco Credit, LLC's strategy of ignoring what, if its current contention of a conflict is correct, should be an obvious conflict for its counsel - expressly asserting a defect in the asserted lien rights of Ocwen Loan Servicing, LLC (which has been shown by Proof of Claim No. 2 not to be the creditor whose rights and interests at issue) - has caused the Debtor (and the creditors in the Chapter 13 case) significant monetary prejudice. Debtor has been forced to waste limited financial resources in preparing for the Evidentiary Hearing that Bosco Credit, LLC aborted on the eve of such hearing based on the eleventh and one-half hour "discovered" conflict.

Rather than denying the continuance, the court has taken the more measured approach in allowing Bosco Credit, LLC its day in court and merely requiring Bosco Credit, LLC to reimburse Debtor for the costs and expenses in preparing for the aborted Evidentiary Hearing and having to address the eve of Evidentiary Hearing demand for a continuance. Requiring Bosco Credit, LLC to reimburse Debtor for the reasonable attorney's fees and costs for the aborted Evidentiary Hearing is a very limited and reasonable corrective, compensatory sanction. Bosco Credit, LLC is not being "punished," but merely have to pay compensatory damages caused by its decision to abort the September 6, 2017 Evidentiary Hearing.

Therefore, as condition of having the September 6, 2017 Evidentiary Hearing continued, the court orders Bosco Credit, LLC to pay the attorney's fees and costs of Debtor as set forth below.

Further Hearing on Attorney's Fees to be Awarded as Compensatory Sanction

The court ordered that on or before September 26, 2017, Peter Macaluso, counsel for Debtor, shall file a statement of the fees and costs incurred in preparing for the September 6, 2017 Evidentiary Hearing, preparing for and attending the September 19, 2017 hearing, preparing the statement of fees and costs being requested, an hour of time for the October 3, 2017 hearing at which the court will consider the fees requested and reschedule the Evidentiary Hearing. On or before September 29, 2017, Bosco Credit, LLC shall file and serve a Reply to the fees requested. The court determines that the reply period is appropriate because the parties have been directed to discuss the amount requested, with the issue for the court to determine at the October 3, 2017 hearing the reasonable amount of such fees.

On September 26, 2017, Mr. Macaluso filed a statement of fees indicating that the amount of time he spent on the above listed items is **\$3,300.00**. Bosco has filed no response to the declaration.

The court delays the preparation and filing of the fee documents to afford the Debtor, Bosco Credit, LLC, and their respective counsel

time to meet and confer - not only as to the reasonable amount of the fees (which if agreement can be reached Bosco Credit, LLC can "save" having to pay for the preparation of the fee pleadings and the hearing concerning the fees), but also to the actual merits of Bosco Credit, LLC's contentions as advanced by Wright Finlay & Zak, LLP. This is as to the legal merits as well as the financial merits. As addressed by the court at the hearing, while Bosco Credit, LLC may prevail and demonstrate that there is a small amount of theoretical value in the Property as a basis to defeat the Motion to Value, such may be a pyrrhic victory. If Bosco Credit, LLC demands that the Debtor pay Bosco Credit, LLP everything it is owed for the Property which is grossly over-encumbered, the Debtor may just call Bosco Credit, LLC's bluff and hand Bosco Credit, LLC the "keys" to the Property. The Debtor would give Bosco Credit, LLC the opportunity to pay off the claim secured by the first deed of trust, incur the costs and expenses as the owner of the Property (advance monies to secure it, insure it, pay utilities for, pay the property taxes) for the six to nine months to market it for sale, pay six to eight percent of the gross sales price for the costs of sale, and then take whatever is left for its claim secured by the second deed of trust. Based on even Bosco Credit, LLC's assertions, it doesn't appear to be much, if any, value for such junior lien position..

The court shall issue a minute 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 Continue Evidentiary
Hearing filed by Creditor having been presented
to the court, and upon review of the pleadings,
evidence, arguments of counsel, and good cause
appearing,

IT IS ORDERED THAT in view of an open evidentiary dispute regarding value, there is no tentative ruling pending. Pending result of the evidentiary hearing, the court will consider awarding costs to the prevailing party pursuant to Federal Rule of Bankruptcy Procedure 7054(b) as incorporated by Federal Rule of Bankruptcy Procedure 9014.

Tentative Ruling: The Motion to Confirm the Plan has been set for hearing on the 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)(ii) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995).

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.

Below is the court's tentative ruling.

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

Correct Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Chapter 13 Trustee, all creditors, parties requesting special notice, and Office of the United States Trustee on June 19, 2017. Forty-two days' notice is required. That requirement was met.

The Motion to Confirm the Plan has been set for hearing on the notice required by Local Bankruptcy Rule 3015-1(d)(1), 9014-1(f)(1), and Federal Rule of Bankruptcy Procedure 2002(b). Opposition having been filed, the court will address the merits of the motion at the hearing. If it appears at the hearing that disputed material factual issues remain to be resolved, a later evidentiary hearing will be set. Local Bankr. R. 9014-1(g).

The court's decision is to xxxxxxxx.

The Trustee opposes confirmation on the basis that:

A. The Plan relies upon a Motion to Value.

The court continued the Motion to Value, as a result this matter will be continued to the same date and time as the Motion to Value. The court notes that on September 6, 2017, the Motion to Value was taken off calendar and a Motion to Continue Evidentiary Hearing was set for September 19, 2017.

The court continued the Motion to Confirm plan to October 3, 2017. No tentative ruling is appropriate as the motion to confirm plan relies upon the outcome of the evidentiary hearing.

The court shall issue a minute 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 Confirm the Chapter 13 Plan filed by the Debtor having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause

appearing,

IT IS ORDERED that Motion to Confirm the Plan is xxxxx

3. [17-20998](#)-C-13 LEE JASPER
[DBL](#)-2 Bruce Dwiggin

CONTINUED OBJECTION TO CLAIM OF
WELLS FARGO BANK, N.A., CLAIM
NUMBER 1
6-22-17 [[27](#)]

Tentative Ruling: The Objection to Claim 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)(ii) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995).

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.

Below is the court's tentative ruling.

Local Rule 3007-1 Objection to Claim - Hearing Required.

Correct Notice Provided. The Proof of Service states that the Objection to Claim and supporting pleadings were served on the Creditor, Debtor, Debtor's attorney, Chapter 13 Trustee, parties requesting special notice, and Office of the United States Trustee on June 22, 2017. 44 days' notice is required. (Fed. R. Bankr. P. 3007(a) 30 day notice and L.B.R. 3007-1(b)(1) 14-day opposition filing requirement.)

The Objection to Claim has been set for hearing on the notice required by Local Bankruptcy Rule 3007-1(b)(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(b)(1)(A) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). The defaults of the non-responding parties and other parties in interest are entered.

<p>The hearing on the Objection to Proof of Claim Number 1-1 of Wells Fargo Bank, N.A. will be set for evidentiary hearing.</p>
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Lee Charles Jasper, the Chapter 13 debtor ("Objector") requests that the court disallow the claim of Wells Fargo Bank, N.A. ("Creditor"), Proof of Claim No. 1-1 ("Claim"), Official Registry of Claims in this case. The Claim is asserted to be secured in the amount of \$421,679.18. Objector asserts that Wells Fargo is charging double principal because in its proof of claim, Wells Fargo adds the total missed payment to Column G ("Prin int & esc. past due balance").

Debtor asserts that when missed payments are added to Column G, they include principal payments, however the principal amount in Column M does not adjust down the amount of the principal that is unpaid.

The Chapter 13 Trustee weighed in to indicate that the proof of claim does not include address, contact phone, or email of the person who completed the claim. The attachment is not legible as to the date column.

Wells Fargo opposes the Debtor's motion on the basis that (1) the debtor has not rebutted the prima facie validity of the proof of claim, and (2) Column G shows a running tally of all contractual payments that are past due. Each time a payment is missed, the principal, interest and escrow amount is added to the running total. Column M is only adjusted when a payment has been received. Column G does not list the amount of payments required in conjunction with Column M, they just show different things.

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). It is settled law in the Ninth Circuit that 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).

The court is unconvinced that the debtor's prayer for relief, namely a total disallowance of Wells Fargo's claim 1-1, is warranted. Even if the court were to accept each of the debtor's assertions as true, the claim could only be disallowed as to the portion that is unlawfully charged to the debtor. Here, Wells Fargo has adequately answered the concerns of the debtor. However, the court is mindful that the accounting is confusing by the creditor, and encourages the parties to work together to understand exactly what is owed, and how it can be paid.

The court continued the hearing to September 19, 2017 and requested that the creditor provide the debtor the payout amount by September 5, 2017.

On September 13, 2017, the creditor filed a status report indicating that the payout amount was provided to the debtor. The debtor subsequently paid the amount due and it has been received by the creditor. Creditor requests that the objection be withdrawn as there are no further issues.

At the September 19, 2017 hearing the parties were not in agreement that the dispute has been resolved, so the court will schedule an evidentiary hearing in this Contested Matter.

The court shall issue a minute 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 Objection to Claim of Wells Fargo Bank, N.A., Creditor filed in this case by the Chapter 13 debtor 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 hearing on the objection to Proof of Claim Number 1-1 of Wells Fargo Bank, N.A. will be set for an evidentiary hearing.
