

UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Ronald H. Sargis
Bankruptcy Judge
Sacramento, California

November 7, 2023 at 3:30 p.m.

FINAL RULINGS

1. [21-23539](#)-E-13 **DEREK WOLF** **CONTINUED OBJECTION TO NOTICE**
[PGM-3](#) **Peter Macaluso** **OF MORTGAGE PAYMENT CHANGE**
1 thru 3 7-21-23 [[183](#)]

Final Ruling: No appearance at the November 7, 2023 Hearing is required.

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 Chapter 13 Trustee, attorneys of record, and Office of the United States Trustee on July 21, 2023. By the court's calculation, 32 days' notice was provided. 28 days' notice is required.

The Objection to Notice of Mortgage Payment Change 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.

**The hearing on the Objection to Notice of Mortgage Payment Change is
continued to 2:00 p.m. on December 5, 2023.**

NOVEMBER 7, 2023 HEARING

***Ex Parte* Joint Motion to Continued
November 7, 2023 Hearing**

On November 2, 2023, Debtor Derek L. Wolf and Creditor Mr. Cooper filed an Ex Parte Motion requesting the court continue the hearing on the Objection to Notice of Mortgage Payment Change to

December 5, 2023. The Motion does not state the reason for the requested continuance, but in light of the efforts of the Parties and their counsel to address the issues between the Parties, obtain documentation from predecessors in interest, their focus on these matter, the court grants the *ex parte* request.

The hearing is continued to 2:00 p.m. on December 5, 2023.

REVIEW OF OBJECTION

Derek Wolf, the Debtor, filed an Objection to Notice of Mortgage Payment Change that has been filed by Creditor U.S. Bank, N.A. Obj.; Dckt. 183. The Objection focuses on whether Grants obtained by Debtor to be applied to arrearages on Creditor's loan have been properly applied, as well as post-petition payments made pursuant to the proposed Plan.

As the court has observed with the Parties at prior hearings on this and related matters, it does not appear that there is any significant factual dispute about the underlying debt, grants obtained and payments made, but arguing about prior statements, letters, notes, and computations by some predecessors in interest who have communicated directly with the Debtor.

Fortunately, it appears that Debtor, Creditor, and their counsel appreciate that rather than arguing about what others have said, done, and computed, the Parties and their counsel can prepare their joint accounting/application of the grants and payments, interest computation. By focusing on the actual facts and computation, these Parties can get these matters promptly resolved or the actual issues identified and those actual, material disputes litigated..

STIPULATION TO CONTINUE HEARING

On August 11, 2023, Derek L. Wolf ("Debtor") and US Bank, National Association ("Creditor") filed a Stipulation to continue the hearing on Debtor's Objection to Mortgage Payment Change to October 3, 2023 at 2:00 p.m. The court construes the document to be an *Ex Parte Motion* (as required by Fed. R. Bankr. P. 9013) and Stipulation to continue the hearing.

Federal Rule of Bankruptcy Procedure 9013 requires the filing of a motion or application when requesting an order from the court. Once a matter is set to the court's calendar, it may be continued by the court, not unilaterally by the parties. See, 8 Moore's Federal Practice - Civil § 40.02[5], L.B.R. 9014-1(j).

At the August 22, 2023 hearing, counsel for the Debtor notified the court that Creditor filed a "Withdrawal" of the Notice of Mortgage Payment Change. It appears that Creditor believes that it can unilaterally dismiss contested matters pending before this court. It cannot. See Fed. R. Civ. P. 41(a) and Fed. R. Bankr. P. 7041, 9014 providing how matters before the federal court may be dismissed.

The court continues the hearing on the Objection to Notice of Mortgage Payment Change to 2:00 p.m. on October 3, 2023.

At the August 22, 2023 hearing, the Debtor and counsel reported that they had not yet been provided a clear accounting and computation of Creditor's Claim. Reviewing the Original Proof of Claim 2-1 and the two Amended Claims filed by Creditor raise issues concerning the amounts stated. The court by separate order shall order an in-person Status Conference concerning Creditor's Claim in this Case.

On September 26, 2022 Debtor submitted to the court a Reply to Creditor stating this matter is a continuation of another matter in this case, docket control number RHS-1. Debtor asserts RHS-1 should be resolved before this matter can be resolved.

October 3, 2023 Hearing

At the hearing, the Parties agreed to continue this hearing, to be conducted in conjunction with the Status Conference regarding Creditor's claim, docket control number RHS-1.

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 Objection to the Mortgage Payment Change filed by Derek L. Wolf ("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 Notice of Mortgage Payment Change is continued to **2:00 p.m. on December 5, 2023.**

Final Ruling: No appearance at the November 7, 2023 Hearing is required.

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, creditors, parties requesting special notice, and Office of the United States Trustee on July 27, 2023. By the court's calculation, 47 days' notice was provided. 35 days' notice is required. FED. R. BANKR. P. 2002(a)(5) & 3015(h) (requiring twenty-one days' notice); LOCAL BANKR. R. 3015-1(d)(2) (requiring fourteen days' notice for written opposition).

The Motion to Confirm the Modified Plan has been set for hearing on the notice required by Local Bankruptcy Rules 3015-1(d)(2), 9014-1(f)(1), and Federal Rule of Bankruptcy Procedure 3015(g). 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). 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).

<p>The hearing on the Motion to Confirm the Modified Plan is continued to 2:00 p.m. on December 5, 2023.</p>

NOVEMBER 7, 2023 STATUS CONFERENCE

On November 2, 2023, Debtor Derek L. Wolf and Creditor Mr. Cooper filed an *Ex Parte* Motion requesting the court continue the hearing on the Objection to Notice of Mortgage Payment Change to December 5, 2023. The Motion does not state the reason for the requested continuance, but in light of the efforts of the Parties and their counsel to address the issues between the Parties, obtain documentation from predecessors in interest, their focus on these matter, the court grants the *ex parte* request.

The hearing is continued to 2:00 p.m. on December 5, 2023.

REVIEW OF MOTION

The debtor, Derek L Wolf (“Debtor”) seeks confirmation of the Modified Plan; however, Debtor does not provide the court a reason or evidence to support why a Modified Plan is necessary. Declaration, Dckt. 189. The Motion itself states that circumstances have changed and Debtor is no longer able to complete the Plan as originally proposed, Dckt. 187, but there is not sufficient evidence in the form of personal knowledge testimony to support these changed circumstances.

The Motion states:

1. Debtor was approved for pre- and post-petition Mortgage Relief Grants which cured their pre-petition arrears and lowered the principal amount owed and ongoing monthly payment.
2. The remaining dispute is regarding the ongoing mortgage payment, which Debtor’s Counsel has filed an Objection to Mortgage Payment Change, set for hearing on August 22, 2023.

The court notes, the hearing on the Objection to Mortgage Payment Change has been continued to October 3, 2023 at 2:00 p.m.

The Modified Plan provides for a thirty-six (36) month plan, with \$16,271.00 to be paid through June 2023, followed by \$900 per month for sixteen (16) months. Modified Plan, Dckt. 191. 11 U.S.C. § 1329 permits a debtor to modify a plan after confirmation.

CHAPTER 13 TRUSTEE’S OPPOSITION

The Chapter 13 Trustee, David Cusick (“Trustee”), filed an Opposition on August 25, 2023. Dckt. 206. Trustee opposes confirmation of the Plan on the basis that:

1. Debtor is delinquent in Plan payments.
2. Debtor’s Motion relies on the Objection to Notice of Mortgage Payment Change.
3. Debtor’s Schedule I does not appear accurate.

Dckt. 206.

DEBTOR’S REPLY TO TRUSTEE’S OPPOSITION

Debtor filed its Reply to Trustee’s Opposition on September 5, 2023. Dckt. 217. In its Reply, Debtor states:

1. Debtor was only delinquent because the TFS takes time to process the \$900.00 monthly payment.

2. Debtor has paid a total of \$18,291.00 to the Trustee and all missed payments should be forgiven.
3. Debtor will make plan payments of \$900.00 monthly to begin July 21, 2023 for 40 months to complete the Plan within the maximum term allowed by law.

Dckt. 217.

DISCUSSION

Delinquency

The Chapter 13 Trustee asserts that Debtor is \$900.00 delinquent in plan payments, which represents one month of the \$900.00 plan payment. Debtor requests all missed payments be forgiven, appealing to the amount paid already, but not offering any law in support of its contention. Delinquency indicates that the Plan is not feasible and is reason to deny confirmation. *See* 11 U.S.C. § 1325(a)(6).

Debtor's Reliance on Objection to Notice of Mortgage Payment Change

A review of Debtor's Plan shows that it relies on the court sustaining Debtor's Objection to Notice of Mortgage Payment Change. The court has not yet ruled on the Objection. Without the court ruling on the Objection, the Plan is not feasible. 11 U.S.C. § 1325(a)(6).

Inaccuracies of Schedule I

Debtor may not be able to make plan payments or comply with the Plan under 11 U.S.C. § 1325(a)(6). Debtor's Declaration indicates that Debtor receives rent from his daughter and friend, and earns \$100 per month in odd jobs. Declaration, Dckt. 189 ¶¶ 8, 9. Debtor's Schedule I indicates business income in the amount of \$2,100 and pension income in the amount of \$358.00. Dckt. 193. It is unclear whether Debtor's Schedule I accurately reflects the additional monthly income in rent and odd jobs. Without an accurate picture of Debtor's financial reality, the court cannot determine whether the Plan is confirmable.

CONTINUANCE OF HEARING

This case has been plagued by a continuing dispute between Debtor and U.S. Bank, N.A., as Trustee, about the Bank's claim, payments made, and application of payments. The court has set a special, in person Status Conference on October 3, 2023, concerning the U.S. Bank, N.A., as Trustee, claim. Debtor has an Objection to the U.S. Bank, N.A., as Trustee, claim and Notice of Post-Petition Mortgage Payment Change.

The court continues the hearing on this Motion to be conducted in conjunction with the Status Conference.

October 3, 2023 Hearing

At the hearing, the Parties agreed to continue this hearing, to be conducted in conjunction with the Status Conference regarding Creditor's claim, docket control number RHS-1.

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 Modified Chapter 13 Plan filed by the debtor, Derek L Wolf (“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 Motion to Confirm the Modified Chapter 13 Plan is continued to **2:00 p.m. on December 5, 2023.**

Final Ruling: No appearance at the November 7, 2023 Status Conference is required.

Debtor's Atty: Peter G. Macaluso

Notes:

Continued from 10/3/23. Telephonic appearances are permitted for all parties, their representatives, and their respective counsel for all further hearings and status conferences, except as may otherwise subsequently be ordered by the court.

Transfer of Claim Other Than for Security [re Claim #2; U.S. Bank] filed 10/25/23 [Dckt 236]

The Status Conference is continued to 2:00 p.m. on December 5, 2023.

NOVEMBER 7, 2023 STATUS CONFERENCE

On November 2, 2023, Debtor Derek L. Wolf and Creditor Mr. Cooper filed an *Ex Parte* Motion requesting the court continue the hearing on the Objection to Notice of Mortgage Payment Change to December 5, 2023. The Motion does not state the reason for the requested continuance, but in light of the efforts of the Parties and their counsel to address the issues between the Parties, obtain documentation from predecessors in interest, their focus on these matter, the court grants the *ex parte* request.

The Status Conference is continued to 2:00 p.m. on December 5, 2023.

REVIEW OF CLAIM ISSUES

Debtor Derek L. Wolf commenced this Chapter 13 Case on October 12, 2021. This has not been the usual Chapter 13 proceeding, with some challenges thrown up by the Debtor and some by U.S. Bank, National Association as Legal Title Trustee for Truman 2015 SC6 Title Trust ("U.S. Bank, Trustee").

On October 19, 2021, U.S. Bank, Trustee filed a Motion to Annul the Automatic Stay. Motion; Dckt. 11. The grounds stated in the Motion to Annul include:

1. A nonjudicial foreclosure sale was set on Debtor's Residence for October 12, 2021.
2. The obligation owing by Debtor at the time of the October 12, 2021 nonjudicial foreclosure sale was no less than (\$163,476.40).

3. Debtor's Chapter 13 case was filed at 9:00 a.m. on October 12, 2021, prior to the foreclosure sale set for that day.

The proceedings on the Motion to Annul concluded on May 25, 2023, pursuant to the Request (Dckt. 174) of U.S. Bank, Trustee. As addressed in the Civil Minutes (Dckt. 176) for the last scheduled hearing on the Motion to Annul, the issues and disputes between Debtor and U.S. Bank, Trustee, relate to the amount of the secured claim and the application of grant monies the Debtor obtained that were paid to U.S. Bank, Trustee.

As noted in the Civil Minutes, the court notes that U.S. Bank, Trustee asserted as of July 12, 2022, that its Claim had been reduced to \$100,746.66. Dckt. 176, bottom of p. 16 - top of p. 17.

U.S. Bank, N.A. filed a Status Report regarding its Claim and the application of grant monies received and post-petition payments. Dckt. 178. U.S. Bank, N.A. states: (1) All pre-petition arrearages have been cured, (2) All grant monies have been applied, (3) \$8,893.66 of the grant monies were returned to the State Grant Agencies due to overpayments due to U.S. Bank, Trustee overstating the amount of the reinstatement monies, (4) the total monies owing on U.S. Bank, Trustee's Claim were no less than \$117,588.47, and (5) Debtor was current on post-petition payments through August 2023. *Id.* Attached to the Status Report is a very small font spreadsheet which U.S. Bank, Trustee states documents the post-petition payment history, including grant monies and payments during the Chapter 13 Case. It shows receipt of \$56,623.75 in HAFF Funds for Reinstatement. It appears that on August 17, 2022, the HAFF Funds were applied to payments due for May 1, 2020 through August 1, 2022. A lot of financial detail is provided, but it is not clear how this computes the U.S. Bank, Trustee Claim.

U.S. Bank, Trustee has filed an original proof of claim and two amended proofs of claim in this case. The financial information for the U.S. Bank, Trustee Claim stated in each of the proofs of claim is summarized as follows.

- A. Original Proof of Claim 2-1, Filed December 8, 2021.
- B. Amount of Secured Claim.....(\$164,860.13)
 1. Pre-petition arrearage to be cured.....(\$40,899.99)
- C. Interest Rate 4.125%
- D. Proof of Claim signed by employee of Rushmore Loan Management Services.
- E. Attachment to Proof of Claim
 1. Arrearage Computation.... (\$40,899.99)
 - a. Major Amounts in Arrearage
 - (1) Attorney's Fees.....(\$4,050.00)
 - (2) Mailing/Service/Sale.....(\$2,014.98)

(3) Bkey Fees.....(\$7,100.00)

(4) Escrow Deficiency...(\$8,410.82)

II. Amended Proof of Claim 2-2, Filed August 8, 2022

A. Amount of Secured Claim.....(\$164,860.13)

1. Pre-petition arrearage to be cured.....(\$42,887.43)

a. (States that Proof of Claim was Amended to Add Two Post-Petition Defaults)

B. Interest Rate 4.125%

C. Proof of Claim signed by employee of Rushmore Loan Management Services.

D. Attachment to Proof of Claim

1. Arrearage Computation.... (\$42,887.43)

a. Major Amounts in Arrearage

(1) Attorney's Fees.....(\$4,050.00)

(2) Mailing/Service/Sale.....(\$2,014.98)

(3) Bkey Fees.....(\$7,100.00)

(4) Escrow Deficiency.....(\$8,410.82)

III. Second Amended Proof of Claim 2-3, Filed September 9, 2022

A. Amount of Secured Claim.....(\$164,860.13)

1. Pre-petition arrearage to be cured.....(\$755.64)

a. (States that Proof of Claim was Amended for "Reinstatement From Borrower")

B. Interest Rate 4.125%

C. Proof of Claim signed by employee of Rushmore Loan Management Services.

Looking at Original Proof of Claim 2-1, Amended Proof of Claim 2-2, and Second Amended Proof of Claim 2-3, each states that the outstanding amount of U.S. Bank, Trustee's Claim is (\$164,860.13). Proofs of Claim 2-1 and 2-2 state that of the (\$164,860.13) total claim there is a (\$42,887.43) arrearage that must be cured.

However, when Second Amended Proof of Claim 2-2 is filed U.S. Bank, Trustee states that the (\$42,887.43) arrearage portion of the (\$164,860.13) claim no longer existed. It is not clear how the (\$42,887.43) having been addressed the total amount of the U.S. Bank, Trustee's Claim has not been reduced.

Receipt of \$56,623.75 by U.S. Bank, Trustee
on August 17, 2022 For Its Claim

Additionally, U.S. Bank, Trustee states in its June 14, 2023 Status Report that on August 17, 2022 it received \$56,623.75 in Haff Funds for "Reinstatement." Thus, it appears that the (\$42,887.43) arrearage was paid in August 2022, which was after Amended Proof of Claim 2-1 was filed on August 8, 2022, and the amount of the U.S. Bank, Trustee Claim was reduced to approximately (\$108,000.00), and that the (\$164,860.13) amount of the claim stated in Proof of Claim 2-2 is inaccurate.

**Court Determined Need for In Person Status Conference
Re U.S. Bank, Trustee Claim**

While it is clear to the court that counsel for Debtor and counsel for U.S. Bank, Trustee have been working to try and address the U.S. Bank, Trustee Claim, it appears that their respective clients, including Rushmore Loan Management Services as the loan servicer, are having trouble presenting the court with clear explanations of how the U.S. Bank, Trustee Claim is computed and how grant monies have been applied. It further appears that having counsel appear and clients not having to appear (though Debtor has appeared at most hearings) has caused the ability to constructively communicate, as is necessary in most bankruptcy cases, to wither away.

The court concludes that it is necessary to conduct in person status conferences with the parties and their counsel for this court to be able to move forward and have the secured claim of U.S. Bank, Trustee determined in this case.

DEBTOR'S STATUS CONFERENCE STATEMENT

Debtor has filed his Status Report, which includes a detailed discussion of how Debtor computes Creditor's Claim. The Status Report does not address what remaining points of dispute exist in doing this computation.

Debtor asserts that the amount of the Claim should be (\$93,916.56), with (\$36,400.00) of that amount being a non-interest bearing balance. Thus, the amount of the claim to be amortized over the remaining 20 years of the loan is (\$57,516.56), with an interest rate of 4.124%

CREDITOR'S REPLY TO DEBTOR'S STATUS CONFERENCE STATEMENT

Creditor has filed a Reply, which recounts "challenges" that Creditor sees in attempting to address this dispute. Creditor recounts the communication efforts made on this issue with Debtor.

Creditor computes the interest bearing principal balance on its Claim to be (\$97,037.00). It concurs that there is a deferred interest bearing additional principal balance of (\$36,400). Creditor computes its Claim as follows:

As of the September 2014 Loan Modification the total unpaid principal balance	(\$208,994.25)	
Non-Interest Bearing Deferred Principal Balance		(\$36,400.00)
Interest Bearing Principal Balance, Current Interest Rate of 4.125%	(\$172,594.24)	
May 2018 - HAFA Funds \$91,700		
\$61,131.14 Applied to Principal	\$61,131.14	
\$30,568.86 Applied to Arrearage		
Payments Made Applied to Interest Bearing Principal Balance	Amt not Stated	
May 2018 Interest Bearing Principal Balance	(\$100,743.66)	
2021 Proof of Claim		
Interest Bearing Principal Balance	(\$97,832.07)	
Non Interest Principal Balance		(\$36,400.00)
2022 HAFA Funds Received	"Accounting Provided on Various Occasions"	

Creditor states that Creditor and Debtor's counsel communicated to further discuss these issues on September 25 and 26, 2023; including increased tax payments, erroneous return of \$1,800 to Debtor, and erroneous application of a 2% interest rate rather than the 2.125%.

Additionally, Creditor states that documentation of the claim has been provided to Debtor's counsel, and that Creditor has requested that Debtor agree to allowing Zoom appearances so as to stop the further accrual of fees and expenses.

Review of Debtor's Exhibits

Exhibit A filed by Debtor is an unrecorded 2018 Deed of Trust. Dckt. 222. In the upper right hand corner the words:

Keep Your Home Calif
\$91,700 Grant Principal Reduct...

The obligation secured by this Deed of Trust is stated to be (\$91,700.00), with the beneficiary of the Deed of Trust identified as CalHFA MAC.

Exhibit B is a Customer Account Activity Statement dated 11/22/21 for Debtor's account. It states that the "Current Principal Balance," for which the Date Payment Due is stated as 10-01-19 is (\$97,632.07) and there being an escrow balance of a negative (\$5,410.82) [the numbers on the exhibit are only partially legible and the court has made its best efforts to read them].

The Statement further states that there is a second mortgage that secured a principle balance of (\$36,400). From the face of the Statement, it appears to state that the (\$36,400) is in addition to (\$97,632.07) and (\$5,410.82).

Attached to the Statement is a Transaction Report that lists each specific advance and payment. The transactions are listed in reverse chronological order. The vast majority of entries are for advances, fees, and charges. There are some items that appear to be payments, but the Transaction Report is not the clearest in information provided, and the court will not try to guess at what is a payment by Debtor.

OCTOBER 3, 2023 STATUS CONFERENCE

At the Status Conference, counsel for the Creditor says they provided documentation and the issues. An issue appears to be the current amount of the payment in November 2023. An amount was provided that appears to be one the parties can agree too.

An extensive, and productive discussion occurred at the October 3, 2023. First, by the parties outside the courtroom, and then as part of the Status Conference conducted by the court.

It appears that a substantial part of the inability to agree results from the Parties trying to focus back on multiple documents, reports, and information provided by Creditor and by Debtor. This appears to be leading to arguing over what a number means on a report, when that number may actually be irrelevant to the bigger picture and actual computation of Creditor's claim.

There is also argument about Creditor recovering \$8,800.00 which was returned to Cal HAFA. Creditor reports that Cal HAFF confirmed that the refund is being reversed and the \$8,800.00 being returned to CAL HAFA.

Debtor seeks to have this applied to the principal portion of the obligation, which Creditor asserts that these fund are properly applicable only to arrearage amounts. Debtor's counsel states that he can document for Creditor that they can be applied to principal of an obligation.

Two points were made at the hearing. First, the Chapter 13 Trustee notes that the Debtor has approximately \$8,800.00 in arrearages to be paid, and that application of the monies would they allow Debtor to proceed with a confirmed Plan. The court also addressed whether an issue could exist as to there having been \$8,800.00 of other monies applied to arrearages that could have been applied to principal if the \$8,800.00 had been applied to arrearages rather than returned to Cal HAFA.

What appears to be at the heart of Debtor's and Creditors inability to agree to the amount of the Claim is that the parties get lost in prior statements, attachments to the Proof of Claim, letters sent from Creditor's loan servicer directly to the Debtor, and a multitude of "the documents already show" and "the number on page 4 of 14 is wrong" down the rabbit hole assertions.

The parties concurred that they could agree to the principle amount of the interest bearing portion of the Claim as of a date in 2019. The parties can then document the payments made, whether by the Debtor, the Cal HAFA grant(s), and payments through the Chapter 13 Trustee from that date going forward. Creditor can document - in a clear and simple statement, rather than a multi-year spread sheet showing other information and not clearly showing - the payments received, how they were applied, and what the interest bearing principle balance is at this time.

As the court stated several times, the parties need to provide a straight-forward computation of the principal balance going forward from the balance as of their agreed date. Stating that the information is in some other documents and letters only adds to the confusion and delay.

The Parties agreed to continue the Status Conference to 3:30 p.m. on November 7, 2023. Telephonic appearances are permitted for all parties, their representative, and their respective counsel for all further hearings and status conferences, except as may otherwise subsequently ordered 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 Status Conference Regarding the U.S. Bank, National Association as Legal Title Trustee for Truman 2015 SC6 Title Trust Claim having been conducted by the court, and upon review of the pleadings, files in this Case, arguments of counsel, and good cause appearing,

IT IS ORDERED that the Status Conference is continued to **2:00 p.m. on December 5, 2023.**