UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Christopher D. Jaime
Robert T. Matsui U.S. Courthouse
501 I Street, Sixth Floor
Sacramento, California

PRE-HEARING DISPOSITIONS COVER SHEET

DAY: TUESDAY
DATE: November 19, 2024
CALENDAR: 1:00 P.M. CHAPTER 13

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

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

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

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

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

UNITED STATES BANKRUPTCY COURT
Eastern District of California

Honorable Christopher D. Jaime
Bankruptcy Judge
Sacramento, California

November 19, 2024 at 1:00 p.m.

1.	24-21500-B-13 JBR-4 **Thru #2**	NATASHA JACKSON Jennifer B. Reichhoff	MOTION TO RECONSIDER AND/OR MOTION TO VACATE 10-20-24 [77]

Final Ruling

The motion has been set for hearing on the 28-days notice required by Local Bankruptcy Rule 9014-1(f)(1). The court has reviewed the motion. The court has also reviewed and takes judicial notice of the docket in this Chapter 13 case. The court has determined that oral argument will not assist in the decision-making process or resolution of the amended motion. *See* Local Bankr. R. 9014-1(h); *Coss v. Caliber Homes, Inc./Fidelity*, 2019 WL 1460251, *1 (D. Ariz. 2019) (oral argument not mandatory before ruling on motion to reconsider). The court therefore issues these findings of fact and conclusions as a Final Ruling. *See* Fed. R. Civ. P. 52(a); Fed. R. Bankr. P. 7052.

The court's decision is to grant the motion to reconsider and vacate the order granting relief from the automatic stay.

Debtor Natasha Jackston ("Debtor") requests that the court reconsider and subsequently vacate its order entered October 15, 2024, granting relief from the automatic stay as to a 2014 Dodge Challenger ("Vehicle"). Debtor states that after creditor I.L.W.U. Credit Union ("Creditor") filed its motion for relief from automatic stay but before the hearing on the matter, Debtor and Creditor had entered into a stipulation on October 8, 2024, resolving the motion. The stipulation was sent to the Chapter 13 Trustee ("Trustee") on October 8, 2024, for her approval. However, the stipulation was not returned by the Trustee for filing. Dkt. 81, exh. A. Simultaneously, Debtor's response to the motion for relief from automatic stay was inadvertently not filed with the court due to miscommunication within Debtor's counsel's office.

Debtor has paid a total of $20,880.00 into the plan over the last 6 months. The Trustee has $4,831.45 available of undisbursed funds to make all post-petition adequate petition payments on the Vehicle.

Discussion

Filed less than 28 days after the entry of judgment, the Debtor's motion is governed by Civil Rule 59(e) applicable by Bankruptcy Rule 9023. *First Ave. West Building, LLC v. James (In re Onecast Media, Inc.)*, 439 F.3d 558, 561-62 (9th Cir. 2006); *In re Zinnel*, 2012 WL 8022513, *1-2 (Bankr. E.D. Cal. 2012). There are four grounds on which a Civil Rule 59(e) motion may be granted: (1) to correct manifest errors of law or fact upon which the judgment rests; (2) to present newly discovered or previously unavailable evidence; (3) to prevent manifest injustice; or (4) if amendment is justified by an intervening change in controlling law. *Allstate Ins. Co. v. Herron*, 634 F.3d 1101, 1111 (9th Cir. 2011). Relief under Civil Rule 59(e) is "an extraordinary remedy which should be used sparingly." *Id.*

The first and second grounds are applicable. It was unknown to the court that Debtor and Creditor had entered into a stipulation resolving the issues raised in the motion for relief from automatic stay. Although a stipulation was signed by Debtor and

Creditor, it was not signed by the Trustee nor submitted to the court.

The third ground, manifest injustice, is applicable. Although not analyzed by Debtor, not vacating the relief from automatic stay would result in Debtor being without a vehicle for work and personal purposes. Vacating the order is necessary to prevent an inequitable result.

The fourth ground is inapplicable since there is no intervening change in controlling law.

In short, the Debtor has demonstrated that extraordinary relief under Civil Rule 59(e) is warranted.

The result is no different under Civil Rule 60(b). Relief under Civil Rule 60(b)(6) is a catch-all provision that allows a court to grant relief from a final judgment, order, or proceeding for "any other reason that justifies relief." Fed. R. Civ. P. 60(b)(6). Relief sought under Rule 60(b)(6) "must be for some reason other than the five reasons preceding it under the rule." *Gant v. Vanderpool*, 529 Fed.Appx. 852, 853 (9th Cir. 2013) (citing *Lyon v. Agusta S.P.A.*, 252 F.3d 1078, 1088 (9th Cir. 2001)). Relief is justified under Civil Rule 60(b)(6) because Debtor and Creditor had entered into a stipulation resolving the motion for relief from stay, but it was never filed because the Trustee had not signed it.

For all the foregoing reasons, the Debtor's motion to reconsider and vacate the order granting the motion for relief from stay will be granted.

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

It is further ordered that the order granting relief from the automatic stay, dkt. 66, is VACATED.

The court will issue an order.

2.	24-21500-B-13 JBR-5	NATASHA JACKSON Jennifer B. Reichhoff	MOTION TO RECONSIDER AND/OR MOTION TO VACATE 10-20-24 [83]

Final Ruling

The motion has been set for hearing on the 28-days notice required by Local Bankruptcy Rule 9014-1(f)(1). The court has reviewed the motion. The court has also reviewed and takes judicial notice of the docket in this Chapter 13 case. The court has determined that oral argument will not assist in the decision-making process or resolution of the amended motion. *See* Local Bankr. R. 9014-1(h); *Coss v. Caliber Homes, Inc./Fidelity*, 2019 WL 1460251, *1 (D. Ariz. 2019) (oral argument not mandatory before ruling on motion to reconsider). The court therefore issues these findings of fact and conclusions as a Final Ruling. *See* Fed. R. Civ. P. 52(a); Fed. R. Bankr. P. 7052.

The court's decision is to grant the motion to reconsider and vacate the order granting relief from the automatic stay.

Debtor Natasha Jackston ("Debtor") requests that the court reconsider and subsequently vacate its order entered October 15, 2024, granting relief from the automatic stay as to a 2021 Kia K5 ("Vehicle"). Debtor states that after creditor I.L.W.U. Credit Union ("Creditor") filed its motion for relief from automatic stay but before the hearing on the matter, Debtor and Creditor had entered into a stipulation on October 8, 2024, resolving the motion. The stipulation was sent to the Chapter 13 Trustee ("Trustee") on October 8, 2024, for her approval. However, the stipulation was not returned by the Trustee for filing. Dkt. 87, exh. A. Simultaneously, Debtor's response to the motion for relief from automatic stay was inadvertently not filed with the court due to miscommunication within Debtor's counsel's office.

Debtor has paid a total of $20,880.00 into the plan over the last 6 months. The Trustee has $4,831.45 available of undisbursed funds to make all post-petition adequate petition payments on the Vehicle.

Discussion

Filed less than 28 days after the entry of judgment, the Debtor's motion is governed by Civil Rule 59(e) applicable by Bankruptcy Rule 9023. *First Ave. West Building, LLC v. James (In re Onecast Media, Inc.)*, 439 F.3d 558, 561-62 (9th Cir. 2006); *In re Zinnel*, 2012 WL 8022513, *1-2 (Bankr. E.D. Cal. 2012). There are four grounds on which a Civil Rule 59(e) motion may be granted: (1) to correct manifest errors of law or fact upon which the judgment rests; (2) to present newly discovered or previously unavailable evidence; (3) to prevent manifest injustice; or (4) if amendment is justified by an intervening change in controlling law. *Allstate Ins. Co. v. Herron*, 634 F.3d 1101, 1111 (9th Cir. 2011). Relief under Civil Rule 59(e) is "an extraordinary remedy which should be used sparingly." *Id.*

The first and second grounds are applicable. It was unknown to the court that Debtor and Creditor had entered into a stipulation resolving the issues raised in the motion for relief from automatic stay. Although a stipulation was signed by Debtor and Creditor, it was not signed by the Trustee nor submitted to the court.

The third ground, manifest injustice, is applicable. Although not analyzed by Debtor, not vacating the relief from automatic stay would result in Debtor being without a vehicle for work and personal purposes. Vacating the order is necessary to prevent an inequitable result.

The fourth ground is inapplicable since there is no intervening change in controlling law.

In short, the Debtor has demonstrated that extraordinary relief under Civil Rule 59(e) is warranted.

The result is no different under Civil Rule 60(b). Relief under Civil Rule 60(b)(6) is a catch-all provision that allows a court to grant relief from a final judgment, order, or proceeding for "any other reason that justifies relief." Fed. R. Civ. P. 60(b)(6). Relief sought under Rule 60(b)(6) "must be for some reason other than the five reasons preceding it under the rule." *Gant v. Vanderpool*, 529 Fed.Appx. 852, 853 (9th Cir. 2013) (citing *Lyon v. Agusta S.P.A.*, 252 F.3d 1078, 1088 (9th Cir. 2001)). Relief is justified under Civil Rule 60(b)(6) because Debtor and Creditor had entered into a stipulation resolving the motion for relief from stay, but it was never filed because the Trustee had not signed it.

For all the foregoing reasons, the Debtor's motion to reconsider and vacate the order granting the motion for relief from stay will be granted.

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

It is further ordered that the order granting relief from the automatic stay, dkt. 66, is VACATED.

The court will issue an order.

3. 24-22700-B-13 NATALIE PELTON MOTION TO CONFIRM PLAN
RJ-2 Richard L. Jare 10-8-24 [64]

Final Ruling

The motion 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). No opposition was filed. The matter will be resolved without oral argument. No appearance at the hearing is required.

The court's decision is to confirm the 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 complies with 11 U.S.C. §§ 1322 and 1325(a) and is confirmed.

The motion is ORDERED GRANTED for reasons stated in the minutes. The Chapter 13 Trustee shall prepare an appropriate order confirming the Chapter 13 plan and submit the proposed order to the court.

The court will issue an order.

4. 24-20702-B-13 CRAIG GILMORE MOTION TO CONFIRM PLAN
GMW-4 G. Michael Williams 10-17-24 [63]

Final Ruling

The motion was not 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). Only 33 days' notice was provided. Therefore, the motion to confirm third amended plan is denied without prejudice.

The motion is ORDERED DENIED WITHOUT PREJUDICE for reasons stated in the minutes.

The court will issue an order.

5. 24-21512-B-13 MARZETTA THOMPSON — MOTION TO CONFIRM PLAN
PGM-1 Peter G. Macaluso — 10-14-24 [38]

CONTINUED TO 12/03/24 AT 1:00 P.M. AT SACRAMENTO COURTROOM. THE CHAPTER 13 TRUSTEE SHALL FILE A SUPPLEMENTAL RESPONSE BY 11/22/24, AND THE DEBTOR SHALL FILE ANY SUPPLEMENTAL REPLY BY 11/27/24.

Final Ruling

No appearance at the November 19, 2024, hearing is required. The court will issue an order.

6.	24-24014-B-13 LGT-1	SUSAN MUELLER Julius J. Cherry	OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG 10-24-24 [14]

Final Ruling

The *initial* Chapter 13 Plan filed September 6, 2024, is not confirmable and the objection is not one that may be resolved in the confirmation order. Nevertheless, because this is the *initial* Chapter 13 Plan, the procedure in Local Bankr. R. 3015-1(c)(4) applies.

The court's decision is to **continue the hearing to November 26, 2024, at 1:00 p.m., conditionally sustain the objection, and deny confirmation of the plan.**

First, Debtor's Schedule I lists a 401K loan repayment in the amount of $759.62 per month that will complete within the 36-month plan term. Debtor's plan payment does not increase accordingly. The plan has not been proposed in good faith pursuant to 11 U.S.C. § 1325(a)(3).

Second, Debtor's Schedule I lists gross wages at $5,900.00 per month. This amount appears to be understated when compared to Debtor's pay advices. The pay advice provided to Trustee for pay date August 30, 2024, shows a year-to-date gross income for Debtor of $54,922.62 or average monthly wages of approximately $6,865.33. Without clarification, it cannot be determined if Debtor's plan is contributing all of her disposable income into the plan. 11 U.S.C. § 1325(a)(3), (b).

The plan filed September 6, 2024, does not comply with 11 U.S.C. §§ 1322 and 1325(a). The objection is sustained and the plan is not confirmed.

Conditional Nature of this Ruling

Because the objection has been filed, set, and served under Local Bankruptcy Rules 3015-1(c)(4) and 9014-1(f)(2), any party in interest shall have until 5:00 p.m. on November 22, 2024, to file and serve a response to the objection(s). *See* Local Bankr. R. 3015-1(c)(4), 9014-1(f)(2)(C). Any response shall be served on the Chapter 13 Trustee, the Debtor, the Debtor's attorney, and/or the attorney for the objecting party by facsimile or email.

If no response is timely filed and served, the objection will be deemed sustained for the reasons stated hereinabove, this ruling will no longer be conditional and will become the court's final decision, and the continued hearing on November 26, 2024, at 1:00 p.m. will be vacated.

If a response is timely filed and served, the court will hear the objection on November 26, 2024, at 1:00 p.m.

The objection is ORDERED CONDITIONALLY SUSTAINED and CONTINUED to November 26, 2024 at 1:00 p.m. for reasons stated in the minutes.

The court will issue an order.

7. 24-21632-B-13 MARTIN VEGA MOTION TO CONFIRM PLAN
AF-3 Arasto Farsad 10-3-24 [57]

Final Ruling

The motion 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 was filed by creditor Superior Loan Servicing, as Servicer for James Hamilton ("Creditor"), and the Chapter 13 Trustee ("Trustee").

The court has determined that oral argument will not assist in the decision-making process or resolution of the motion. *See* Local Bankr. R. 9014-1(h), 1001-1(f). This matter will therefore be decided on the papers.

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

Creditor opposes confirmation and states that because the fourth amended plan is not materially different from the previously denied second amended plan, it objects on the same grounds as before. These grounds include Debtor's lack of regular income, that the sale or refinance of real property is not plausible based on its lack of equity, and that Debtor has failed to account for the yearly property taxes and insurance premium required to insure the real property.

The Trustee also filed an objection to confirmation on grounds that the Debtor is delinquent $4,650.58. A total of $23,788.26 has come due including October 2024, and Debtor has only paid a total of $19,137.68 to date. Debtor has not made all payments under the plan or complied with the plan. 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 motion is ORDERED DENIED for reasons stated in the minutes.

The court will issue an order.

8. 24-24537-B-13 HARPREET SINGH MOTION TO IMPOSE AUTOMATIC STAY
HLG-1 Kristy A. Hernandez 11-1-24 [20]

Final Ruling

The motion has been set for hearing on less than 28-days notice. Local Bankruptcy Rule 9014-1(f)(2). Parties in interest were not required to file a written response or opposition.

The court has determined that oral argument will not assist in the decision-making process or resolution of the motion. *See* Local Bankr. R. 9014-1(h), 1001-1(f). The court has also determined that further briefing is not necessary because the relief requested can not be granted as a matter of law. *See* Local Bankr. R. 9014-1(f)(2)(C). This matter will therefore be decided on the papers.

The court's decision is to deny the motion to extend automatic stay.

Debtor Harpreet Singh ("Debtor") seeks to have the automatic stay imposed pursuant to 11 U.S.C. § 362(c)(4)(B). Section 362(c)(4)(A) provides that if a case is filed by an individual debtor, and if two or more cases of the debtor were pending within the previous year but were dismissed, other than a case refiled after dismissal of a case under § 707(b), the automatic stay does not go into effect upon the filing of the new case. However, § 362(c)(4)(B) provides that on request made within 30 days after the filing of the new case, the court may order the stay to take effect if the moving party demonstrates that the filing of the new case is in good faith as to the creditors to be stayed.

Section 362(c)(4)(B) is inapplicable here. Prior to the filing of the instant case, Debtor did not have two cases pending within the previous year but rather only one (case no. 24-23804 which was filed on August 27, 2024, and dismissed on September 16, 2024, for failure to timely file documents).

Furthermore, even if Debtor were to seek the protections of the automatic stay under Section 362(c)(3), which extends the automatic stay beyond 30 days after the petition date when there is one case pending within the previous year, Debtor would not be granted this relief.

When § 362(c)(3) governs, the automatic stay goes into effect in a second bankruptcy case filed within a one-year period; however, it continues only 30 days after the petition date. *See* 11 U.S.C. § 362(c)(3)(A). In order to extend the automatic stay beyond the 30-day period, a hearing on a noticed motion must be "completed" before the 30-day period expires. *See* 11 U.S.C. § 362(c)(3)(B). If a motion to extend the automatic stay is not timely filed, or if a motion is filed and not timely heard during the 30-day period, by operation of law the automatic stay terminates in its entirety at the end of the 30-day period. *Reswick v. Reswick (In re Reswick)*, 446 B.R. 362 (9th Cir. BAP 2011) (stay terminates in its entirety); *Simmons v. HSBC Bank National Assn. (In re Simmons)*, 2024 WL 1479691, *2 (9th Cir. BAP April 5, 2024) ("Ms. Simmons's prior chapter 13 case was dismissed on May 27, 2022. She filed the instant chapter 13 case less than one year later on March 1, 2023, and did not request an extension of the automatic stay. Therefore, the automatic stay terminated as to her, her property, and property of the estate on the 30th day after the petition date[.]"); *see also In re Galindo*, Case No. 22-21557 (Bankr. E.D. Cal. Oct. 4, 2022), Docket 58.

Debtor's problem here with regard to § 362(c)(3)(B) is that the automatic stay has expired and it is impossible to now extend it. Debtor filed this Chapter 13 case on October 9, 2024. That means the 30-day period under § 362(c)(3)(A) expired, along with the automatic stay in its entirety, on November 8, 2024. Inasmuch as the hearing on the present motion was not set until November 19, 2024, it is now impossible to "complete" a hearing on the present motion within the 30-day period. The hearing is 11 days too late.

Debtor's other problem is that once the automatic stay expires because it is not

extended pursuant to a timely hearing held under § 362(c)(3)(B), § 362(c)(4) cannot be used to reimpose the automatic stay. This is because, as noted above, § 362(c)(4) "only applies . . . to multiple repeat filers with two or more cases that were pending but dismissed within the past year and not to first-time repeat filers." *In re Epting*, 652 B.R. 134, 138 (Bankr. D.S.D. 2023); *In re Ajaka*, 370 B.R. 426, 429 (Bankr. N.D. Ga. 2007) (debtor cannot use § 362(c)(4) as substitute for failing to comply with time limitations set forth in § 362(c)(3)). And as also noted above, Debtor has had only 1 prior case in the preceding year making § 362(c)(4) inapplicable.

The provisions of the automatic stay provided by 11 U.S.C. § 362(c)(4)(B) and (c)(3) are inapplicable, and the motion to impose or extend the automatic stay is denied.

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

The court will issue an order.

9. 24-23842-B-13 DANIEL HARTSELL
LGT-1 Gary Ray Fraley

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
10-24-24 [20]

WITHDRAWN BY M.P.

Final Ruling

The Chapter 13 Trustee having filed a notice of withdrawal of its objection, the objection is dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i) and Federal Rules of Bankruptcy Procedure 9014 and 7041. The matter is removed from the calendar.

There being no other objection to confirmation, the plan filed August 28, 2024, will be confirmed.

The objection is ORDERED DISMISSED WITHOUT PREJUDICE for reasons stated in the minutes.

IT IS FURTHER ORDERED that the plan is CONFIRMED for reasons stated in the minutes. The Chapter 13 Trustee shall prepare an appropriate order confirming the Chapter 13 plan and submit the proposed order to the court.

The court will issue an order.

10.	24-23845-B-13 LGT-1	PAUL BENNETT AND MICHELE PELTON-BENNETT Richard L. Jare	OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG 10-24-24 [21]

Final Ruling

The *initial* Chapter 13 Plan filed August 28, 2024, is not confirmable and the objection is not one that may be resolved in the confirmation order. Nevertheless, because this is the *initial* Chapter 13 Plan, the procedure in Local Bankr. R. 3015-1(c)(4) applies.

The court's decision is to **continue the hearing to November 26, 2024, at 1:00 p.m., conditionally sustain the objection, and deny confirmation of the plan.**

First, Debtors failed to provide the Chapter 13 Trustee with Business Documents including: 6 months of profit and loss statements, Business Case Questionnaire, 6 months business bank statements, and copies of liability riders and workers' compensation riders, if applicable, for Debtors' business. 11 U.S.C. §521(e)(2)(A); FRBP 4002(b)(3). These are required 7 days before the date set for the first meeting of creditors, 11 U.S.C. § 521(e)(2)(A)(i).

Second, the Trustee requested copies of all bank statements, both personal and business in which Debtors are a signatory to, for the six months preceding the filing of this case. Until these documents are provided, it cannot be determined whether Debtors will be able to make all payments under the plan and comply with the plan. 11 U.S.C. § 1325(a)(6).

Third, Debtors' Form 122C-1 lists Debtor Paul A. Bennett's gross income on line 2 as $10,849.00 per month. A detailed month-by-month analysis is needed to determine how this figure was computed. The pay advice provided to Trustee for July 31, 2024, shows a year-to-date gross income for Debtor of $84,107.00 or average monthly wages of $12,015.29. Until these documents are provided, it cannot be determined whether Debtors will be able to make all payments under the plan and comply with the plan. 11 U.S.C. § 1325(b)(1)(B).

Fourth, amended schedules are required since the Statement of Financial Affairs at #27 fails to list Debtor's business, name of accountant or bookkeeper, and dates of operation for this business.

The plan filed August 28, 2024, does not comply with 11 U.S.C. §§ 1322 and 1325(a). The objection is sustained and the plan is not confirmed.

Conditional Nature of this Ruling

Because the objection has been filed, set, and served under Local Bankruptcy Rules 3015-1(c)(4) and 9014-1(f)(2), any party in interest shall have until 5:00 p.m. on November 22, 2024, to file and serve a response to the objection(s). *See* Local Bankr. R. 3015-1(c)(4), 9014-1(f)(2)(C). Any response shall be served on the Chapter 13 Trustee, the Debtors, the Debtors' attorney, and/or the attorney for the objecting party by facsimile or email.

If no response is timely filed and served, the objection will be deemed sustained for the reasons stated hereinabove, this ruling will no longer be conditional and will become the court's final decision, and the continued hearing on November 26, 2024, at 1:00 p.m. will be vacated.

If a response is timely filed and served, the court will hear the objection on November 26, 2024, at 1:00 p.m.

The objection is ORDERED CONDITIONALLY SUSTAINED and CONTINUED to November 26, 2024 at 1:00 p.m. for reasons stated in the minutes.

The court will issue an order.

11. 24-23050-B-13 NERY LIMON
GMW-2 G. Michael Williams
Thru #12

MOTION TO CONFIRM PLAN
10-15-24 [56]

Final Ruling

The motion 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 was filed.

The court has determined that oral argument will not assist in the decision-making process or resolution of the motion. *See* Local Bankr. R. 9014-1(h), 1001-1(f). This matter will therefore be decided on the papers.

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

First, the Debtor has failed to file amendments to inaccurate or incomplete schedules. Without these amendments, feasibility cannot be determined.

Second, the plan provides for payments to creditors for a period longer than 5 years. 11 U.S.C. § 1322(d). Nonstandard Provision 2.05 of Debtor's plan provides for a monthly plan payment of $2,500.00 per month for month 1 and $5,650.00 per month for months 2 through 60. Debtor has failed to provide admissible evidence that his plan is mathematically feasible. Calculations indicate that Debtor's plan is taking more than 60 months to fund, and this does not include the debt of Stockton Mortgage.

Third, Debtor will not be able to make all payments under the plan and comply with the plan. 11 U.S.C. § 1325(a)(6). The first amended plan fails to provide a monthly dividend to Stockton Mortgage in Class 2, the proposed monthly plan payment is insufficient to pay secured creditors and the Trustee, and Schedule J shows insufficient net income to fund the proposed plan payments.

Fourth, the plan provides for the payment of fees in excess of the fixed compensation allowed in Local Bankruptcy Rule 2016-1(c). Specifically, Debtor's counsel is enjoined from front loading payment of fees and costs and must be paid in equal monthly installments over the term of the confirmed plan per Local Rule 2016-1(c)(4), and Debtor's counsel cannot omit judicial lien avoidances and relief from stay actions from legal services pursuant to Local Rule 2016-1(c).

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

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

The court will issue an order.

12. 24-23050-B-13 NERY LIMON
SKI-1 G. Michael Williams

AMERICREDIT FINANCIAL SERVICES, INC. VS.

MOTION FOR RELIEF FROM AUTOMATIC STAY AND/OR MOTION FOR RELIEF FROM CO-DEBTOR STAY
10-15-24 [48]

Final Ruling

The motion has been set for hearing on 28-days notice. Local Bankruptcy Rule 9014-1(f)(1). The failure of the respondent and other parties in interest to file written opposition at least 14 days prior to the hearing as required by Local

Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995). No opposition was filed. The matter will be resolved without oral argument. No appearance at the hearing is required.

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

Americredit Financial Services, Inc. ("Movant") seeks relief from the automatic stay with respect to an asset identified as a 2023 Ford F-150 (the "Vehicle"). The moving party has provided the Declaration of Philip Ford to introduce into evidence the documents upon which it bases the claim and the obligation owed by the Debtor.

The Ford Declaration states that there are pre-petition payments in default totaling $2,252.47. Additionally, there are post-petition payments in default totaling $1,432.74.

From the evidence provided to the court, and only for purposes of this motion, the debt secured by this asset is determined to be $45,139.85, as stated in the Ford Declaration, while the value of the Vehicle is determined to be $39,000.00, as stated in Schedules A/B and D filed by Debtor.

Discussion

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

Additionally, once a movant under 11 U.S.C. § 362(d)(2) establishes that a debtor or estate has no equity, it is the burden of the debtor or trustee to establish that the collateral at issue is necessary to an effective reorganization. *United Savings Ass'n of Texas v. Timbers of Inwood Forest Associates. Ltd.*, 484 U.S. 365, 375-76 (1988); 11 U.S.C. § 362(g)(2). Based upon the evidence submitted, the court determines that there is no equity in the Vehicle for either the Debtor or the Estate. 11 U.S.C. § 362(d)(2). And no opposition or showing having been made by the Debtor or the Trustee, the court determines that the Vehicle is not necessary for any effective reorganization in this Chapter 13 case.

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

The request for relief from stay as to any non-filing co-debtor, who is liable on such debt with the Debtor, shall be granted pursuant to 11 U.S.C. § 1301(c).

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

No other or additional relief is granted by the court.

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

The court will issue an order.

13.	24-22960-B-13 LGT-2	BEE DAVIS Pro Se	CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG 10-4-24 [25]
	DEBTOR DISMISSED: 10/29/24		

Final Ruling

The case having been dismissed on October 29, 2024, the objection to confirmation of plan is overruled as moot.

The objection is ORDERED OVERRULED AS MOOT for reasons stated in the minutes.

The court will issue an order.

14. 24-23164-B-13 LGT-1 **Thru #15**

ESTELLE YANCEY
Pro Se

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
9-10-24 [19]

CONTINUED TO 12/10/24 AT 1:00 P.M. IN SACRAMENTO COURTROOM TO BE HEARD AFTER THE CONTINUED MEETING OF CREDITORS SET FOR 12/05/24.

Final Ruling

No appearance at the November 19, 2024, hearing is required. The court will issue an order.

15. 24-23164-B-13 RAS-1

ESTELLE YANCEY
Pro Se

CONTINUED OBJECTION TO CONFIRMATION OF PLAN BY WILMINGTON SAVINGS FUND SOCIETY, FSB
9-11-24 [22]

CONTINUED TO 12/10/24 AT 1:00 P.M. IN SACRAMENTO COURTROOM TO BE HEARD AFTER THE CONTINUED MEETING OF CREDITORS SET FOR 12/05/24.

Final Ruling

No appearance at the November 19, 2024, hearing is required. The court will issue an order.

16. 24-23167-B-13 VALERY ALEXANDER-THOMAS MOTION TO CONFIRM PLAN
GMW-2 G. Michael Williams 10-16-24 [28]

Final Ruling

The motion was not 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). Only 34 days' notice was provided. Therefore, the motion to confirm first amended plan is denied without prejudice.

The motion is ORDERED DENIED WITHOUT PREJUDICE for reasons stated in the minutes.

The court will issue an order.

17.	24-23868-B-13 LGT-1	JAMIEROSE CARANAY AND HERMIE GERALD TUNGOL Seth L. Hanson	OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG 10-21-24 [18]

Final Ruling

The objection to confirmation was properly filed at least 14 days prior to the hearing on the motion to confirm a plan. *See* Local Bankruptcy Rules 3015-1(c)(4) & (d)(1) and 9014-1(f)(2). Nonetheless, the court determines that the resolution of this matter does not require oral argument. *See* Local Bankr. R. 9014-1(h).

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

Subsequent to the filing of the Chapter 13 Trustee's objection, the Debtors filed an amended plan on October 30, 2024. The confirmation hearing for the amended plan is scheduled for January 7, 2025. The earlier plan filed August 29, 2024, is not confirmed.

The objection is ORDERED OVERRULED AS MOOT for reasons stated in the minutes.

The court will issue an order.

18. 24-22973-B-13 MARIA SANCHEZ MOTION TO CONFIRM PLAN
LRR-3 Len ReidReynoso 10-11-24 [56]

Final Ruling

Introduction

Before the court is a *Motion to Confirm First Amended Plan* filed by debtor Maria Elena Sanchez ("Debtor"). Secured creditor William A. Schuckman, co-trustee of the Schuckmam Family 2008 Revocable Trust ("Creditor"), filed an objection to confirmation of the first amended plan. Debtor filed a response to the objection.

The court has reviewed the first amended plan and the motion to confirm it, the objection, the response, and all related documents. The court has also reviewed and takes judicial notice of the docket. *See* Fed. R. Evid. 201(c)(1). The court has determined that oral argument is not necessary and will not assist in the decision-making process. *See* Local Bankr. R. 1001-1(f), 9014-1(h).

For the reasons explained below, Creditor's objection will be overruled, the motion will be granted, and the first amended plan will be confirmed.

Background

In March 2005, Debtor, then known as "Elena Medina", executed a $5,000.00 promissory note with interest on the unpaid principal at 10%. The note is payable to the "Law Offices of William A. Schuckman." Mr. Schuckman is apparently Debtor's former divorce attorney.

The note states that principal and interest are payable upon demand. The note also states that upon a payment default by Debtor all amounts owed on the note become immediately due and payable at the option of the note holder.

The note is secured by junior deed of trust on Debtor's residence at 3851 Townshend Circle, Stockton, California ("Stockton Property"). The deed of trust was recorded in February 2005. "The Law Offices of William A. Schuckman" is named as the beneficiary on the deed of trust.

Mr. Schuckman, as owner of the Law Offices of William A. Schuckman, assigned the note and deed of trust to Creditor in January 2017. An assignment was recorded in February 2017.

Creditor called the note due on September 13, 2023, with a letter to Debtor that demanded payment in full of principal and all accrued interest within 15 days. Debtor did not respond to the letter so, on November 22, 2023, Creditor sent Debtor a second letter which stated that foreclosure would follow if the amount demanded in the September 2023 letter was not paid by November 30, 2023. Debtor again did not respond to the November 2023 letter so, on April 1, 2024, Creditor initiated foreclosure proceedings by recording a notice of default and election to sell.

Debtor filed her Chapter 13 petition three months later, on July 8, 2024. She filed an initial plan with the petition. She filed the first amended plan and motion to confirm it on October 11, 2024.

The first amended plan classifies Creditor's claim as a "Class 2" secured claim in the amount of $16,680.90. The claim is to be paid in full, with interest at 10%, at $354.00 monthly, and over the 60 month plan term.[1]

[1]Creditor's claim no. 7-1 is in the amount of $16,680.90. This was calculated from an original principal of $5,000.00 for divorce services Creditor provided to Debtor, plus $9,656.40 in interest, plus $1,119.50 in foreclosure fees, plus $905.00 in attorney's fees.

Creditor objects to the proposed treatment of his secured claim. Creditor asserts that his claim is now due and payable in full and he opposes being paid over the 60-month plan period. Creditor's reasoning is that he is "80 years old, not in great health, and cannot continue to wait to collect on his claim." This contrasts with Creditor's earlier objection to confirmation of the initial plan where Creditor had sought an interest rate of 10% and to be placed in Class 2. Nevertheless, Creditor now states that he would only consent to treatment in Class 2 if he is paid interest only payments at a rate of 8.5% for 10 months and, during that time, Debtor either sells or refinances the Stockton Property to pay his claim in full.

Creditor's objection is based on 11 U.S.C. § 1322(b)(2). Creditor asserts that § 1322(b)(2) prohibits Debtor from modifying his fully-matured secured claim as proposed in the first amended plan.

From what the court can discern from Debtor's response, the crux of Debtor's argument appears to be that § 1322(b)(2) is inapplicable because Creditor's deed of trust is either invalid or unenforceable. Debtor states that the debt created by the note and deed of trust was incurred in the course of "unfinished divorce legal work." Debtor also states that her divorce was never completed and, to this date, she remains married to her estranged husband with whom she has no contact and is unaware of his whereabouts. Debtor asserts that the Stockton Property was, and remains, titled to both she and her estranged husband. And she notes that only she signed the deed of trust.

Discussion

Section § 1322(b)(2) states that "[a] plan may modify the rights of holders of secured claims, other than a claim secured only by a security interest in real property that is the debtor's principal residence, or of holders of unsecured claims, or leave unaffected the rights of holders of any class of claims." 11 U.S.C. § 1322(b)(2).

There is no dispute that the Stockton Property is Debtor's principal residence. However, Debtor's response suggests that Creditor does not have a lien on the Stockton Property because the deed of trust is either invalid or unenforceable making § 1322(b)(2) inapplicable and claim modification permissible. The response further suggests that the Stockton Property is, and always has been, community property and, as such, both Debtor and her estranged spouse were required to sign the deed of trust in order for it to encumber the Stockton Property. The court disagrees with Debtor.

Neither party submitted evidence of how the Stockton Property is held or titled. There is a presumption that real property acquired and held during marriage is community property. *See* Cal. Fam. Code § 760; *Speier v. Brace (In re Brace)*, 9 Cal. 5th 903, 924-26 (Cal. 2020); *Willard v. Lockhart-Johnson (In re Lockhart-Johnson)*, 631 B.R. 38, 45 (9th Cir. BAP 2021). In the absence of evidence to the contrary, the presumption would apply.

With regard to community property, it is true that "both spouses, either personally or by a duly authorized agent, are required to join in executing an instrument by which . . . community real property or an interest therein is . . . conveyed, or encumbered." Cal. Fam. Code § 1102(a). But it is equally true that Cal. Fam. Code § 1102(e) states as follows:

> This section does not preclude either spouse from encumbering that spouse's interest in community real property, as provided in Section 2033, to pay reasonable attorney's fees in order to retain or maintain legal counsel in a proceeding for dissolution of marriage, for nullity of marriage, or for legal separation of the parties.

According to Debtor, she incurred the obligation under the note and deed of trust to her former divorce attorney for "unfinished divorce legal work." Viewed in this context, that the deed of trust is signed only by Debtor does necessarily make it or the lien it creates on the Stockton Property invalid or unenforceable, even if the

Stockton Property was community property when Debtor signed the deed of trust. Said differently, at least for purposes of this motion, Creditor's claim is secured by an interest in Debtor's principal residence, *i.e.*, the Stockton Property, even if the Stockton Property is, and when Debtor signed the deed of trust was, community property.

But the inquiry does not end there.

Debtor's inclusion of Creditor's fully-matured secured claim in Class 2 of the first amended plan triggers a potential exception to § 1322(b)(2) under § 1322(c)(2). *Benafel v. One West Bank, FSB (In re Benafel)*, 461 B.R. 581, 591 (9th Cir. BAP 2011) ("[S]ubsection 1322(c)(2) provides an exception to (b)(2) in that, if the last payment on the original payment schedule for a mortgage is due before the final plan payment, the debtor may pay the claim as modified pursuant to § 1325(a)(5)."); S*ee also Palacios v. Upside Investments, LP (In re Palacios)*, 2013 WL 1615790, *4 (9th Cir. BAP April 15, 2013) ("However, § 1322(c)(2) carves out an exception to the anti-modification rule[.]"); *In re Draper*, 2015 WL 7264669, *3 (Bankr. E.D. Va. Nov. 17, 2015) ("Subsection (c) of § 1322 of the Bankruptcy Code now sets forth a clear exception to the 'anti-modification' provision contained in § 1322(b)(2).").

Section 1322(c)(2) states as follows:

> Notwithstanding subsection (b)(2) and applicable nonbankruptcy law—
>
> [. . .]
>
> (2) in a case in which the last payment on the original payment schedule for a claim secured only by a security interest in real property that is the debtor's principal residence is due before the date on which the final payment under the plan is due, the plan may provide for the payment of the claim as modified pursuant to section 1325(a)(5) of this title.

11 U.S.C. § 1322(c)(2).

Section 1322(c)(2) applies to secured obligations that fully-matured before the petition date. *In re Vazquez Marcano*, 2023 WL 2190612, *4 (Bankr. D. Puerto Rico Feb. 23, 2023) ("Bankruptcy Courts have routinely held that Section 1322(c)(2) is applicable where a debt matures, not just prior to the conclusion of the plan, but prior to the filing of the case."); *In re Newberry*, 2007 WL 2029312, at *2 (Bankr. D. Vt. July 10, 2007) ("We turn first to the question of whether a debt that matured, not just prior to the conclusion of the plan, but actually prior to the filing of the case, falls within the purview of [§ 1322(c)(2)]. The Court finds that it does.").

Section 1322(c)(2) permits a debtor to pay the fully-matured obligation over the life of a plan in accordance with 11 U.S.C. § 1325(a)(5). *Benafel,* 461 B.R. at 591 ("[S]ubsection 1322(c)(2) provides an exception to (b)(2) in that, if the last payment on the original payment schedule for a mortgage is due before the final plan payment, the debtor may pay the claim as modified pursuant to § 1325(a)(5).").

Debtor's obligation under the note and deed of trust was fully-matured when Debtor filed her Chapter 13 petition on July 8, 2024. More important is that Debtor's obligation fully-matured prepetition under the original payment schedule contemplated by the note and deed of trust, *i.e.*, payment in full upon demand or immediately upon default: Creditor demanded payment in September 2023 and Debtor defaulted in November 2023. Viewed in this context, the last payment on the note and deed of trust was due well before the date on which the final payment under the first amended plan is due. Section 1322(c)(2) is therefore applicable.

That § 1322(c)(2) is applicable means that § 1322(b)(2) does not prohibit Debtor from modifying Creditor's secured claim in Class 2 so long as the proposed treatment of Creditor's secured claim is consistent with § 1325(a)(5). The proposed treatment of

Creditor's claim in Class 2 is consistent with § 1325(a)(5). The first amended plan provides that Creditor will: (i) retain his lien on the Stockton Property until the secured claim is paid; (ii) receive the allowed amount of his secured claim as stated in his proof of claim, *i.e.*, $16,680.90; (iii) receive interest at 10%; and (iv) receive the allowed amount of his secured claim in equal monthly payments of $354.00.

Conclusion

Based on the foregoing, the court ORDERS that Creditor's objection to confirmation of the first amended plan is OVERRULED, Debtor's motion to confirm the first amended plan is GRANTED, and the first amended plan is CONFIRMED.

The court will prepare an appropriate order.

19. 24-23473-B-13 EVELYN BENNETT MOTION TO CONFIRM PLAN
JCK-1 Gregory J. Smith 10-7-24 [29]

Final Ruling

The motion 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 was filed.

The court has determined that oral argument will not assist in the decision-making process or resolution of the motion. *See* Local Bankr. R. 9014-1(h), 1001-1(f). This matter will therefore be decided on the papers.

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

First, based on Debtor's schedules and filed proof of claims, Debtor's plan payment will need to be at least $5,008.00 per month for months 2 through 60 to be feasible. Debtor's proposed plan payment is $3,270.00 for month 1 then $4,520.00 per month for months 2 through 50. Given Debtor's expenses at Schedule J, this increase plan payment is not feasible.

Second, Debtor is delinquent $3,270.00 and has not made a plan payment to date. An additional plan payment of $4,520.00 was due on October 25, 2024. Debtor is not able to make all payments under the plan and comply with the plan. 11 U.S.C. § 1325(a)(6).

Third, Schedule J filed on August 19, 2024, lists a monthly net income of $3,220.00. Based on the filed schedule, Debtor lacks the ability to make the proposed monthly plan payment of $4,520.00, or the necessary $5,008.00 to pay currently filed claims. Without amended schedules, it cannot be determined whether the Debtor is able to make the increased plan payment or if Debtor's plan is feasible. 11 U.S.C. § 1325(a)(6).

Fourth, Section 3.06 lists attorney's fee dividend of $108.33 per month for month 1 and $104.67 per month for months 2 through 60. Per Local Rule 2016-1(c)(4)(B), after confirmation of a debtor's plan, the Chapter 13 trustee shall pay debtor's counsel equal monthly installments over the term of the most recently confirmed Chapter 13 plan. The attorney fee dividend will need to be$108.33 per month for 60 months.

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

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

The court will issue an order.

20. 24-23885-B-13 GERARD CATAPANG
LGT-1 Charles L. Hastings

OBJECTION TO CONFIRMATION OF PLAN BY LILIAN G. TSANG
10-23-24 [16]

Final Ruling

The *initial* Chapter 13 Plan filed August 29, 2024, is not confirmable and the objection is not one that may be resolved in the confirmation order. Nevertheless, because this is the *initial* Chapter 13 Plan, the procedure in Local Bankr. R. 3015-1(c)(4) applies.

The court's decision is to **continue the hearing to November 26, 2024, at 1:00 p.m., conditionally sustain the objection, and deny confirmation of the plan.**

First, the plan has not been proposed in good faith under 11 U.S.C. § 1325(a)(3). According to a declaration attached to amended schedules, dkt. 14, Debtor states that a support expense of $160.00 will end in January 2026 and an additional $200.00 will end in 2028. However, the plan does not provide for a step-up in plan payment when these expenses end.

Second, feasibility depends on the granting of a motion to value collateral of Toyota Financial Services. A review of the court's docket shows that a motion to value has not been filed by Debtor or an order entered by the court.

Third, Form 122C-1 lists Debtor's gross income on line 2 as $12,799.27 per month. A detailed month-by-month analysis is needed to see how this figure was computed. The pay advice provided to the Chapter 13 Trustee for pay period ending July 27, 2024, shows a year-to-date gross income for Debtor of $103,108.55 or average monthly wages of approximately $14,729.79. Until a detailed month-by-month analysis is provided, it cannot be determined whether the plan provides for all of Debtor's pojected disposable income to be received in the applicable commitment period will be applied to make payments to unsecured creditors under the plan. 11 U.S.C. § 1325(b).

Fourth, Debtor cannot afford the proposed plan payment of $835.19 per month for 60 months since Debtor's amended Schedules I and J show a net income of $792.29 per month.

Fifth, Debtor's plan provides for attorney fees in the amount of $6,000.00 to be paid at a monthly dividend of $0.00. Pursuant to Local Bankruptcy Rule 2016-1(c)(4)(B), the payment flat fees must be paid in equal monthly installments over the term of the plan. Debtor's plan is a 60-month plan. Therefore, a monthly dividend of $100.00 is necessary to pay the claim in full within Debtor's plan term.

The plan filed August 29, 2024, does not comply with 11 U.S.C. §§ 1322 and 1325(a). The objection is sustained and the plan is not confirmed.

Conditional Nature of this Ruling

Because the objection has been filed, set, and served under Local Bankruptcy Rules 3015-1(c)(4) and 9014-1(f)(2), any party in interest shall have until 5:00 p.m. on November 22, 2024, to file and serve a response to the objection(s). *See* Local Bankr. R. 3015-1(c)(4), 9014-1(f)(2)(C). Any response shall be served on the Chapter 13 Trustee, the Debtor, the Debtor's attorney, and/or the attorney for the objecting party by facsimile or email.

If no response is timely filed and served, the objection will be deemed sustained for the reasons stated hereinabove, this ruling will no longer be conditional and will become the court's final decision, and the continued hearing on November 26, 2024, at 1:00 p.m. will be vacated.

If a response is timely filed and served, the court will hear the objection on November 26, 2024, at 1:00 p.m.

The objection is ORDERED CONDITIONALLY SUSTAINED and CONTINUED to November 26, 2024 at 1:00 p.m. for reasons stated in the minutes.

The court will issue an order.

21. 24-21893-B-13 LUCINDA/HENRY COLEMAN MOTION TO CONFIRM PLAN
LRR-1 Le'Roy Roberson 10-17-24 [32]

Final Ruling

The motion was not 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). Only 33 days' notice was provided. Therefore, the motion to confirm first amended plan is denied without prejudice.

The motion is ORDERED DENIED WITHOUT PREJUDICE for reasons stated in the minutes.

The court will issue an order.

22. 24-24073-B-13 JAMES/IRMA WELDON
CYB-2 Candace Y. Brooks

CONTINUED MOTION TO VALUE COLLATERAL OF ONEMAIN FINANCIAL GROUP, LLC
10-24-24 [27]

Final Ruling

This matter was continued from November 12, 2024, to allow any party in interest to file an opposition or response by 5:00 p.m. Friday, November 15, 2024. Nothing was filed. Therefore, the court's conditional ruling at dkt. 38, granting the motion, shall become the court's final decision. The continued hearing on November 19, 2024, at 1:00 p.m. is vacated.

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

The court will issue an order.