



THE FOLLOWING ORDER
IS APPROVED AND ENTERED
AS THE ORDER OF THIS COURT:

A handwritten signature in black ink, appearing to read "G. Michael Halfenger".

G. Michael Halfenger
Chief United States Bankruptcy Judge

DATED: June 16, 2020

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:

Saul Limon,

Debtor.

Case No. 20-23368-gmh
Chapter 13

ORDER OVERRULING OBJECTION TO CONFIRMATION OF PLAN

Capital One Auto Finance, which has a security interest in the debtor's 2012 Hyundai Accent, objected to confirmation of the chapter 13 plan because the plan does not provide for its allowed secured claim. Capital One does not cite any legal authority in support of its objection to confirmation. The objection simply states, "[T]he Plan must either provide for the repayment of the Vehicle or the surrender of the Vehicle." ECF No. 17, at 2, ¶6.

This oft-filed objection is baseless. Section 1322(a) of the Bankruptcy Code describes three mandatory chapter 13 plan provisions, none of which expressly address secured claims. See 11 U.S.C. §1322(a). Section 1322(b) provides that a plan *may* "modify the rights of holders of" certain secured claims or "provide for the curing of any default . . . and maintenance of payments . . . on any . . . secured claim." See §1322(b)(2) & (5). And §1325, which lists the requirements for confirmation of a chapter 13 plan, states that "with respect to each allowed secured claim provided for by the plan" the plan must comply with §1325(a)(5). 11 U.S.C. §1325(a)(5). But no provision of the Bankruptcy

Code requires that a chapter 13 plan provide for all allowed secured claims. See Order Overruling Confirmation Objection, *In re Burris*, No. 15-31603, (Bankr. E.D. Wis. Dec. 22, 2015), ECF No. 19, available at <https://www.wieb.uscourts.gov/opinions>.

Therefore, Capital One's objection to confirmation of the plan is **overruled**.

#####