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Fed. R. Bankr. P. 9011(b)(2)
11 U.S.C. § 1326(a)(1)

**In re Perkins, 24-32731-thp13**

**July 7, 2025**
**July 28, 2025**

**Pearson**

**2025 WL 1871049 (Bankr. D. Or. Jul. 7, 2025)**

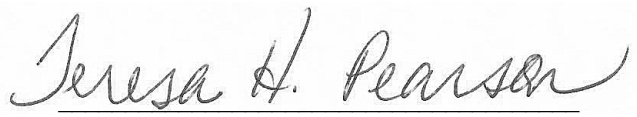
Debtor filed a pre-confirmation amended plan in a chapter 13 case, proposing to pay no payments for the first 8 months of the case. The court issued an order to show cause re: dismissal or conversion of the case based on debtor's failure to comply with 11 U.S.C. § 1326(a)(1). The court decided dismissal of the case was appropriate.

Debtor represented himself and provided all his own briefing, including citations to case law. During the hearing on the order to show cause debtor admitted to using artificial intelligence on his computer to write his brief. After review of debtor's cited authorities, the court determined that debtor's descriptions of those cases in his brief were inaccurate and the cases were irrelevant. Regarding one specific case, the court found that there was no case by that name in existence holding anything like what the debtor claimed it held.

An attorney or unrepresented party presenting information to the court must comply with Fed. R. Bankr. P. 9011. If an attorney or party wants to cite authority provided by artificial intelligence, the court expects that the attorney or party will review that authority personally and independently verify information stated about that authority is correct before submitting a document citing that authority to the court. Failure to do so does not comply with Rule 9011. Although the court could have sanctioned the debtor, it chose not to do so because the case would be dismissed.

After the order of dismissal was entered, debtor filed a motion to alter or amend the court's decision. Debtor again cited case law that did not exist. The court entered an order denying the motion. Among other arguments, debtor contended that the court's concerns about debtor's citation of inaccurate, irrelevant, and useless materials generated by artificial intelligence contributed to an "atmosphere of undue prejudice against Debtor as a pro se litigant." The court disagreed. The court noted that, if anything, its decision not to impose sanctions on this self-represented debtor was more lenient than what the court likely would have decided if the same transgression had been committed by counsel.

Below is an opinion of the court.



TERESA H. PEARSON
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF OREGON

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| In re<br><br>Eugene Ezra Perkins,<br><br>Debtor. | Case No. 24-32731-thp13<br><br>MEMORANDUM DECISION[1] |

This matter came before the court on July 2, 2025, on the court's Order to Show Cause Re: Dismissal, Conversion, or Other Relief.[2] Debtor Eugene Ezra Perkins represented himself. Jonathan C. Kuni appeared on behalf of chapter 13 trustee Wayne Godare. Christian Torimino appeared on behalf of the United States Trustee.

Based on the arguments of debtor and counsel, and the records and files of this case, the court holds that this case should be dismissed.

**Relevant Facts**

1. Debtor filed this voluntary chapter 13 case on October 2, 2024.[3]

[1] This disposition is specific to this case. It may be cited for whatever persuasive value it may have.
[2] ECF No. 120, filed June 9, 2025.
[3] ECF No. 1, filed October 2, 2024.

2. Debtor filed his initial chapter 13 plan dated October 23, 2025.[4] This plan required debtor to make monthly payments of $365.44 (although the plan was somewhat ambiguous, as there are components of the payment described for the vehicle, unsecured debt, and trustee fees listed which totaled $365.94 per month, a fifty-cent difference).

3. Pursuant to 11 U.S.C. section 1326(a)(1), the debtor's first payment to the chapter 13 trustee was due within in 30 days of the plan filing, or the order for relief, whichever is earlier. That deadline was November 1, 2025.

4. The chapter 13 trustee assigned to this case routinely provides a booklet to all debtors in his chapter 13 cases explaining that they are required to make plan payments and providing instructions on how to make payments.

5. On or about October 29, 2024, debtor attempted to file a first amended chapter 13 plan dated October 28, 2025, which the clerk's office returned[5] because the amended plan was filed too close to the confirmation hearing date and was not accompanied by the notice of amended plan required by local rules. This plan included the same payment monthly requirement of $365.44 per month (with the same description of the components of payment that totaled $365.94 per month).

6. On November 1, 2024, debtor filed a motion to waive the requirements to provide notice of the plan under the local rules.[6] The court denied this motion on the same day in a text only order,[7] which provided that "[t]he preliminary, non-evidentiary hearing on confirmation of the debtor's plan will proceed on November 25th as scheduled. If the Debtor still wishes to file a modified plan at the time of the confirmation hearing, he may request denial of confirmation with leave to file an amended plan at that time."

[4] ECF No. 25, filed October 23, 2024.
[5] ECF No. 34, entered October 29, 2024.
[6] ECF No. 41, filed November 1, 2024.
[7] ECF No. 44, entered November 1, 2024.

7. On or about November 1, 2024, debtor attempted to file a second amended chapter 13 plan dated November 1, 2025. The clerk's office returned this plan[8] because it was not accompanied by the notice of amended plan required by local rules, pointing out that the court denied debtor's request to waive the notice requirement.

8. On November 25, 2024, the court held a confirmation hearing and orally denied confirmation of the debtor's initial chapter 13 plan because the debtor wanted to file an amended plan.[9] Neither the chapter 13 trustee nor the debtor informed the court that the debtor had not yet made any plan payments to the chapter 13 trustee.

9. On November 26, 2024, the court entered its written order denying confirmation of the debtor's plan.[10] The order gave debtor 14 days to file an amended plan, or the case would be dismissed.

10. On or about December 4, 2024, debtor attempted to file a plan denominated the "third amended" plan dated December 4, 2024. The clerk's office returned this plan because it was filed too close to the confirmation hearing and was not accompanied by the notice of amended plan required by local rules.[11] This plan provided for a monthly payment of $482.

11. On December 10, 2024, debtor filed a first amended plan dated December 11, 2024.[12] This first amended plan was accompanied by the required local form notice of amended plan. This first amended plan provided for payments of $510 per month.

12. On January 23, 2025, the court held a hearing and orally denied confirmation of the first amended plan dated December 11, 2024, because debtor wanted to file another amended plan.[13] Debtor asserted that there was some confusion about plan payments. Counsel for the chapter 13 trustee commented that he had seen a further draft plan amendment from debtor that

[8] ECF No. 46, entered November 1, 2024.
[9] ECF No. 59, filed November 25, 2024.
[10] ECF No. 60, entered November 26, 2024.
[11] ECF No. 68, entered December 4, 2024.
[12] ECF No. 76, filed December 10, 2024.
[13] ECF No. 91, filed January 23, 2025.

provided for no payments for two months, which he thought would be appropriate given the debtor's circumstances. However, neither the chapter 13 trustee nor the debtor informed the court that the debtor as of that time had made no plan payments to the chapter 13 trustee. The court did not comment on any terms of the potential new draft plan, as it was not before the court.

13. On January 24, 2025, the court entered its written order denying confirmation of the debtor's first amended plan dated December 11, 2024.[14] This order gave debtor 14 days to file an amended plan, or the case would be dismissed.

14. Debtor did not timely file an amended plan. The case was dismissed on February 14, 2025.[15]

15. On February 20, 2025, debtor filed a motion to reopen the case.[16] Among other things, debtor represented to the court in the motion that "[a]t no point in this case has Debtor missed a deadline that would have warranted dismissal."

16. On February 21, 2025, debtor filed an amended motion to reopen the case.[17] Among other things, debtor represented to the court in the amended motion that "[a]t no point did Debtor fail to meet a deadline or intentionally delay proceedings."

17. On or about February 27, 2025, debtor attempted to file a second amended plan dated January 22, 2025.[18] This plan proposed that debtor would make monthly payments of $0 for the first two months, then $532 thereafter. The clerk's office returned this plan because the chapter 13 case had been dismissed and was still closed at that time.[19]

[14] ECF No. 92, entered January 24, 2025.
[15] ECF No. 95, entered February 14, 2025.
[16] ECF No. 97, filed February 20, 2025.
[17] ECF No. 98, filed February 21, 2025.
[18] ECF No. 102, entered February 27, 2025.
[19] *Id.*

18. On March 13, 2025, the court held a hearing on the debtor's motion to reopen the case and granted the motion.[20] The court issued a minute order requiring debtor to file an amended plan no later than March 20, 2025.

19. On March 14, 2025, the court entered its written order setting aside dismissal and reopening the case.[21]

20. On March 19, 2025, debtor attempted to file his second amended plan dated March 19, 2025.[22] This plan proposed paying monthly payments of $0 for the first four months, and then $569 per month thereafter. The debtor sent multiple versions of this document to the clerk's office, and the clerk's office initially only docketed one of them.[23]

21. On March 20, 2025, the clerk's office returned the plan that was docketed, because the plan did not include a current version of the notice of amended plan required by local rules and the certificate of service portion of the form was not filled out to show service on all required parties.[24]

22. On April 24, 2025, the debtor appeared at the proposed confirmation hearing date for the second amended plan dated March 19, 2025 (although at that time, there was no plan on file to be considered).[25] The court advised debtor that he did not have a plan on file, since the one he attempted to file was returned by the clerk's office. The court noted that it did not appear that debtor had served this second amended plan on all his creditors. The debtor believed he had filed this second amended plan, describing how he tried to file it. However, it was clear that debtor had not served this second amended plan on all his creditors. The court instructed debtor to file an amended plan, obtain a court date from the courtroom deputy, file the correct notice of

[20] ECF No. 104, entered March 14, 2025.
[21] ECF No. 106, entered March 14, 2025.
[22] ECF No. 109, filed March 19, 2025.
[23] On April 24, 2025, the clerk docketed another version of the debtor's second amended plan dated March 19, 2025. ECF No. 112, filed March 19, 2025 (this docket entry was amended on April 24, 2025).
[24] ECF No. 110, entered March 20, 2025.
[25] ECF No. 113, filed April 24, 2025.

that amended plan, serve that amended plan on all his creditors, including his unsecured creditors, and file a correct certificate of service indicating service was made. The court required debtor to file and serve this new amended plan using the correct local form of notice no later than May 8, 2025. At this hearing neither the chapter 13 trustee nor the debtor informed the court that the debtor still had made no plan payments to the chapter 13 trustee.

23. On May 6, 2025, the debtor filed his second amended plan dated May 6, 2025.[26] This plan proposed monthly payments of $0 for eight months, $582 for one month, and then $610 thereafter.

24. On June 5, 2025, the court held a hearing on confirmation of this second amended plan.[27] There were no objections to this second amended plan and the chapter 13 trustee submitted a proposed order confirming this second amended plan before the hearing. However, the court did not sign the proposed order and held the hearing because the court was concerned about lack of service of this second amended plan on creditors. Specifically, there was no evidence in the record that the debtor had ever served this second amended plan on all his creditors. In fact, debtor had not served the second amended plan on all his creditors, and did not serve many of the creditors who had filed proofs of claim. The court was also concerned about whether the Bankruptcy Code provided authority for confirmation of a plan that did not require payments for the first eight months of the case.

25. At the hearing, the chapter 13 trustee disclosed that debtor made his first plan payment to the chapter 13 for $580 on May 1, 2025, and debtor made his second payment of $612 on June 3, 2025. This was the first time the court was informed that no payments were made to the chapter 13 trustee in this case before May 1, 2025.

[26] ECF No. 114, filed May 6, 2025.
[27] ECF No. 115, filed June 5, 2025.

26. On June 6, 2025, the court entered an order denying confirmation of the second amended plan dated May 6, 2025, due to lack of required service and because the second amended plan did not comply with the Bankruptcy Code.

27. On June 9, 2025, the court issued an order to show cause why the case should not be dismissed or converted to chapter 7, based on debtor's failure to comply with 11 U.S.C. section 1326(a)(1).[28]

28. On June 9, 2025, the debtor filed a written response to the order to show cause[29] citing certain case authority (described below), and a certificate of service for the response.[30]

29. On June 11, 2025, the debtor uploaded a proposed order discharging the order to show cause.[31] Later that same day, the court struck the proposed order as prematurely lodged, and because it did not comply with the local rules for formatting of orders.[32]

30. On June 17, 2025, the debtor filed a second written response to the order to show cause.[33] This document was not an exact duplicate of debtor's first response to the order to show cause, but made similar points and cited similar authorities. Debtor asserted in this response that he "now intends to further revise the plan to expressly reflect statutory compliance and eliminate any appearance of default at the outset of the plan period."[34] Debtor said in the response that he "has prepared an updated creditor matrix and included those claimants in the Certificate of Service attached to this Response," but the response has no certificate of service or list of creditors served. No additional certificate of service has been filed.

31. At the hearing on the order to show cause, debtor indicated that the second written response to the order to show cause was an unintended duplicate and should be disregarded.

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[28] ECF No. 120, entered June 9, 2025.
[29] ECF No. 121, Filed June 9, 2025.
[30] ECF No. 122, filed June 9, 2025.
[31] ECF No. 123, filed June 11, 2025.
[32] ECF No. 124, entered June 11, 2025.
[33] ECF No. 131, filed June 17, 2025.
[34] It is unclear to this court how debtor could revise history to reflect that he made payments he did not make.

32. This is debtor's fifth bankruptcy case. He previously filed the following four cases:

| Date | Case Number | Chapter | Bankruptcy Court Venue | Outcome |
|---|---|---|---|---|
| 03/17/1995 | 95-31202 | 7 | W.D. Wash. | Standard Discharge 06/27/1995 |
| 06/16/2003 | 03-36774 | 7 | D. Oregon | Standard Discharge 09/25/2003 |
| 06/29/2011 | 11-35656 | 7 | D. Oregon | Standard Discharge 10/05/2011 |
| 05/17/2024 | 24-31383 | 7 | D. Oregon | Standard Discharge 09/20/2024 |

**Analysis**

The Bankruptcy Code requires that debtors commence making payments "not later than 30 days after the date of the filing of the plan or the order for relief, whichever is earlier, in the amount—(A) proposed by the plan to the trustee . . ."[35] Debtor was required to make a payment of $365.44 to the chapter 13 trustee no later than November 1, 2024. There is no dispute that debtor did not meet that requirement. Debtor did not make any payment to the chapter 13 trustee until May 1, 2025—six months after his first payment was due. A court may dismiss or convert a chapter 13 case if debtor fails to commence making timely payments to the chapter 13 trustee.[36]

Debtor makes several arguments why the case should not be converted or dismissed. First, debtor asserts he is *pro se*, did not understand that he needed to make payment to the trustee, he believed he could fix the problem with an amended plan, and he thought the trustee would approve an amended plan with no payment requirement for several months. While the court doubts that debtor was unaware of the requirement to make payments, debtor's beliefs are not relevant. The Bankruptcy Code clearly requires commencement of payment within 30 days and debtors are required to comply with the Bankruptcy Code.

[35] 11 U.S.C. § 1326(a)(1).
[36] 11 U.S.C. § 1307(c)(4); *Gilbert v. Danielson (In re Gilbert)*, 671 Fed. Appx. 697 (9th Cir. 2016).

Debtor also cites case law that he claims supports his position that this case should not be converted or dismissed. This case law does not support debtor's position, nor are debtor's descriptions of these cases accurate.

First, debtor cites *Walters*.[37] Debtor describes the holding of *Walters* as: "The court allowed the debtor to amend the Chapter 13 plan to include catch-up payments rather than dismissing the case."[38] In fact, the court made no such holding. The court actually held that a debtor could not file an initial plan requiring one monthly payment amount, then file an amended plan with a different monthly payment, and have the amended plan retroactively change what was required by the initial plan.[39] The court said in a footnote that: "The Court can think of no reason why an amended plan could not provide for the make-up of delinquent payments or why an amended plan could not specifically provide that pre-amendment arrearages be caught up through some other means. The Court also believes the debtor could have filed a motion to suspend the pre-amendment payments. However, since these issues are not presently before the Court, it declines to decide them." Moreover, *Walters* was decided before the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (BAPCPA) amended the language of section 1326(a)(1). Comments in *Walters* about the prior version of section 1326(a)(1) are not relevant to the current language in section 1326(a)(1).

Next, debtor cites *Cobb.*[40] *Cobb* was also decided before BAPCPA amended the language in section 1326(a)(1). Before BAPCPA, section 1326(a)(1) required debtors to start making payments within 30 days after the plan is filed, and the time for filing the plan could be extended. After BAPCPA, section 1326(a)(1) requires debtors to make payments "not later than

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[37] *In re Walters*, 223 B.R. 710 (Bankr. W.D. Mo. 1998).
[38] Debtor's Response to Order to Show Cause for Conversion or Dismissal, ECF No. 121, filed June 9, 2025, p. 2.
[39] *Walters*, 223 B.R. at 713. Under *Walters*, if it applied, debtor would have been required to make his initial monthly payment of $365.44 (or $365.94) by November 1, 2024. *Walters* does not support debtor making no payments for six months, or retroactively changing his payments amount to $0.
[40] *Cobb v. Mortgage Default Services (In re Cobb)*, 122 B.R. 22 (Bankr. E.D. Pa. 1990).

30 days after the date of the filing of the plan or the order for relief, whichever is earlier." In *Cobb*, the debtor delayed filing her initial chapter 13 plan for over seven months, and payments were not due until she filed her plan. The court held that it would give the debtor a chance to propose a feasible plan.[41] *Cobb* is factually distinguishable and is not persuasive. Here, debtor filed plans, but did not make any payments to the chapter 13 trustee until six months after his case was filed.

Finally, debtor cites *In re Vega-Lara*, No. 18-50326-CAG, 2018 WL 2422427 (Bankr. W.D. Tex. 2018). Debtor describes the holding of *Vega-Lara* as: "**Issue***:* The pro se debtor failed to initiate payments within the required timeframe. **Holding:** The court allowed the debtor to cure the payment delay by submitting a modified plan."[42]

This citation is not accurate, nor is the description of the case and holding. The case number does not match to the Westlaw citation. Using the Westlaw citation, the court is led to *In re Vega-Lara*, No. 17-52553-CAG, 2018 WL 2422427 (Bankr. W.D. Tex. May 4, 2018), *aff'd*, No. 5:18-CV-00796-RCL, 2019 WL 4545613 (W.D. Tex. Sept. 19, 2019), *vacated and remanded sub nom. Matter of Diaz*, 972 F.3d 713 (5th Cir. 2020). This case decided whether a debtor had to turn over tax refunds or if debtor could pro-rate them on Schedule I, and whether a plan form required by local rule could be modified.[43] Although the case name matches what debtor cited, this case did not involve a *pro se* debtor, has been vacated (which debtor did not disclose), and the issues decided are not even remotely the same as the issues in this case. Using the case docket number, the court is led *In re Stewart,* case no. 18-50326 (Bankr. W. D. Tex. 2018). *Stewart* was a simple no asset chapter 7 case with no written opinions. As far as this court can find, there is no case called *In re Vega-Lara* that says anything like what the debtor claims it says.

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[41] *Cobb*, 122 B.R. at 27-28.
[42] Debtor's Response to Order to Show Cause for Conversion or Dismissal, ECF No. 121, filed June 9, 2025, p. 2.
[43] *Vega-Lara*, 2018 WL 2422427, *5-8.

Because there is cause to convert or dismiss this case, this court next must decide between those options.[44] In making that decision, the court must consider what is in the best interest of creditors and the estate, and not what is in the best interests of the debtor.[45] At the hearing on the order to show cause, neither the chapter 13 trustee nor the U.S. Trustee expressed a preference between conversion or dismissal.

Based on the court's review of debtor's schedules,[46] it does not appear likely that there are assets in this case for a chapter 7 trustee to administer. The debtor is ineligible to receive a discharge in this case.[47] The court sees no benefit to creditors and the estate of conversion of this case. Therefore, the court will dismiss this case.

At the hearing on the order to show cause, the court asked the debtor how he did the research to obtain the cases he cited in his response to the order to show cause. Debtor admitted that he used artificial intelligence on his computer. This use of artificial intelligence provided results to debtor that were inaccurate, irrelevant, and useless.

When an attorney or unrepresented party presents information to a court, that person certifies to the court that "to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,— . . . the legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law.[48]

Debtor's citation of case authority provided by artificial intelligence, without determining that the case authority actually says what the artificial intelligence claimed it says, did not meet this standard for a reasonable inquiry. If an attorney or party wishes to cite authority provided by artificial intelligence, this court expects the attorney or party submitting a document containing that authority to review that authority personally. The attorney or party must independently

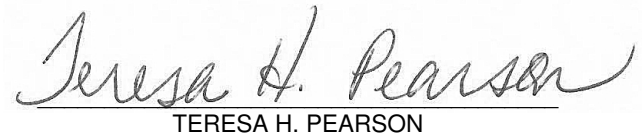
[44] *Jiminez v. ARCP 1, LLC (In re Jimenez)*, 613 B.R. 537, 543 (9th Cir. BAP 2020).
[45] *Brown v. Sobczak (In re Sobczak)*, 369 B.R. 512, 519 (9th Cir. BAP 2007).
[46] ECF No. 23, filed October 23, 2024.
[47] *See* ECF No. 8, filed October 3, 2024. Debtor filed no objection to this notice.
[48] Fed. R. Bankr. P. 9011(b)(2).

verify that the information about that authority to be provided to the court is correct before submitting the document to the court. Failure to do so does not comply with Rule 9011.

Although this court could consider imposing sanctions against debtor under Rule 9011(c) in this case, the court sees no need to do so given that this case will be dismissed.

# # #

Below is an order of the court.



TERESA H. PEARSON
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF OREGON

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|---|---|
| In re<br><br>Eugene Ezra Perkins,<br><br>Debtor. | Case No. 24-32731-thp13<br><br>ORDER ON MOTION TO ALTER OR AMEND JUDGMENT PURSUANT TO FED. R. BANKR. P. 9023 AND FED R. CIV. P. 59(E) |

This matter came before the court on debtor's Motion to Alter or Amend Judgment Pursuant to Fed. R. Bankr. P. 9023 and Fed R. Civ. P. 59(e) (the "Motion to Alter or Amend").[1]

**Legal Standard**

With exceptions not relevant here, Fed. R. Bankr. P. 9023 makes Fed. R. Civ. P. 59(e) applicable to bankruptcy cases. The standards for evaluating a motion under Fed. R. Civ. P. 59(e) are well established. "In general, there are four basic grounds upon which a Rule 59(e) motion may be granted: (1) if such motion is necessary to correct manifest errors of law or fact upon which the judgment rests; (2) if such motion is necessary to present newly discovered or previously unavailable evidence; (3) if such motion is necessary to prevent manifest injustice; or (4) if the amendment is justified by an intervening change in controlling law."[2] Although

[1] ECF No. 139, filed July 7, 2025.
[2] *Allstate Ins. Co. v. Herron*, 634 F.3d 1101, 1111 (9th Cir. 2011).

motions under Rule 59(e) are not limited to these grounds, Rule 59(e) "may not be used to relitigate old matters, or to raise arguments or present evidence that could have been raised prior to the entry of judgment."[3]

**Analysis**

Debtor has not provided sufficient grounds for this court to alter or amend its judgment. The court will address each of defendant's arguments below.

Debtor first asserts that "this Court previously dismissed debtor's case due to an administrative error within the Court's own systems, an error acknowledged and rectified by reopening the case."[4] This is incorrect. The court dismissed debtor's case on February 14, 2025, because debtor failed to comply with an order requiring debtor to file an amended plan within 14 days.[5] Debtor asserted that he had uploaded an amended plan via the court's public document upload on February 2, 2025. Although the court had no record of that attempted filing, the court reopened the debtor's case to allow the debtor to file his amended plan.[6] The court did not determine this was an error in the court's systems. Instead, the court gave the debtor the benefit of the doubt that he did attempt to file his amended plan.

Debtor next asserts that he misunderstood and believed that plan payments were not required until confirmation of his plan, and that the chapter 13 trustee misled him about his payment obligations.[7] The Bankruptcy Code requires that debtors commence making payments "not later than 30 days after the date of the filing of the plan or the order for relief, whichever is earlier, in the amount—(A) proposed by the plan to the trustee . . ."[8] The Bankruptcy Code does not contain an exception for debtors who misunderstand their obligations. This court cannot change the requirements of the Bankruptcy Code established by Congress. The court has

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[3] *Exxon Shipping Co. v. Baker* (2008) 554 US 471, 485, 128 S.Ct. 2605, 2617, fn. 5 (internal citations and quotations omitted).
[4] Motion to Alter or Amend, p. 1.
[5] Memorandum Decision, p. 4, ¶¶ 13-14.
[6] See Record of Proceeding and Minute Order, ECF No. 104, entered March 14, 2025.
[7] Motion to Alter or Amend, pp, 2-6.
[8] 11 U.S.C. § 1326(a)(1).

reviewed the information debtor submitted with his motion and does not find that the chapter 13 trustee misled the debtor. The trustee's counsel expressly stated to the debtor that he was not sure that the court would accept the debtor's proposed payment structure that did not require payments for the first 8 months of the case.[9] While the trustee's counsel addressed the mathematical feasibility of the plan, the trustee's counsel did not mislead the debtor. In any event, a chapter 13 trustee does not have the ability to override the plain requirements of the Bankruptcy Code.

Debtor next asserts that the court's concerns about debtor's citation of inaccurate, irrelevant, and useless materials generated by artificial intelligence contributed to an "atmosphere of undue prejudice against Debtor as a *pro se* litigant."[10] This assertion lacks merit.[11] Regardless of the materials debtor cited, it is undisputed that the debtor did not comply with 11 U.S.C. § 1326(a)(1), and the case was properly dismissed for that reason.

Debtor asserts that 11 U.S.C. § 1326(a)(1) includes the phrase "unless the court orders otherwise," which grants the court the discretion not to enforce the payment requirement in that section.[12] While the statute does contain that phrase, it is not relevant under the facts of this

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[9] Motion to Alter or Amend, Exhibit C, p. 1 (p. 56 of the combined .pdf file).
[10] Motion to Alter or Amend, p. 6.
[11] If anything, the court notes that its decision not to impose sanctions on this *pro se* debtor was more lenient than the court likely would have been if the same transgression had been committed by counsel.
[12] Debtor relies on the following authority to support this argument: "*See, e.g., Segarra-Miranda v. Acosta-Rivera*, 597 F.3d 1 (1st Cir. 2009) (excusing a missed statutory deadline by explicitly relying on the 'unless the court orders otherwise' language within similar Code provisions, holding that equities can outweigh technical default). There is no such case located at this citation. The case located at 597 F.3d 1 is *Indigo Am., Inc. v. Big Impressions, LLC*, 597 F.3d 1 (1st Cir. 2010). *Indigo* involved the appellate review of a default judgment, when no licensed attorney had appeared for the defaulting corporate defendant and is not relevant here. Debtor appears to be referring to *Segarra-Miranda v. Acosta-Rivera (In re Acosta-Rivera)*, 557 F.3d 8, 9 (1st Cir. 2009). In that case, the First Circuit Court of Appeals held that the bankruptcy court could waive a filing requirement under Section 521(9) where "there is no continuing need for the information or a waiver is needed to prevent automatic dismissal from furthering a debtor's abusive conduct." *Id.* 557 F.3d. at 14. The court explicitly did not decide whether bankruptcy courts had "unfettered discretion to waive the disclosure requirements ex

case. Debtor never asked the court to order that the requirements of section 1326(a)(1) not apply to his case, and this court did not issue such an order. For the same reason, debtor's argument under section 1326(a)(3) is unavailing. Debtor did not file, give notice of, or request a hearing on any motion to modify or reduce the payments required under section 1326 pending confirmation of his plan, and the court did not grant such a motion. At all times, debtor was subject to the requirements to make payment under section 1326(a)(1).

Debtor does not cite, and the court is unaware of any change in the controlling law applicable to this case. Debtor does not proffer any newly discovered or previously unavailable evidence. Although debtor mentions the death of his roommate and companion in December 2024, the debtor did not raise that fact in connection with the order to show cause, even though that fact was within debtor's personal knowledge. In any event, the court was already aware of that fact from one of debtor's earlier filings in the case.[13]

Debtor cites *Witkowski* for the proposition that "bankruptcy courts retain discretion in determining whether dismissal for initial payment defaults under § 1326(a)(1) is appropriate, emphasizing that courts may consider mitigating or equitable circumstances if adequately demonstrated by the debtor."[14] *Witkowski* does not stand for this proposition, nor is it binding authority in this jurisdiction. In *Witkowski*, the debtor failed to attend her meeting of creditors and offered no excuse for her failure to make payments to the trustee. The *Witkowski* court did not speculate on how it would have reacted if the debtor had done otherwise.

In any event, the court is not persuaded that the debtor in this case demonstrated equitable circumstances that would justify his failure to make plan payments. In this case, the debtor represented to the court twice in February 2025 that he had not missed deadlines in the case, even though at that point he had missed numerous required payments to the trustee. This case

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post." *Id.* The court does not find *Segarra-Miranda* useful or relevant to debtor's arguments in this case.

[13] See ECF No. 77, filed January 13, 2025.

[14] *Witkowski v. Boyajian (In re Witkowski)*, 523 B.R. 300 (1st Cir. BAP 2014); Motion to Alter or Amend, p. 8.

was filed on October 2, 2024, but debtor did not make any payment until May 1, 2025—a fact that was not disclosed to this court until June 5, 2025.

Upon reviewing the debtor's motions and arguments asserted, this court cannot conclude that the judgment rests upon manifest errors of law or fact, or that relief is required to prevent manifest injustice in this case.

Debtor also requests relief pursuant to Fed. R. Civ. P. 60(b), made applicable by Fed. R. Bankr. P. 9024, on the basis that dismissal was a result of excusable neglect or misrepresentation under Fed. R. Civ. P. 60(b)(1). In determining excusable neglect, the court must consider the possibility of prejudice to opposing parties, the length of the delay, the reason for the delay, and whether the moving party acted in good faith.[15] Here, debtor has not made a showing of excusable neglect. The length of debtor's delay in making payments to the trustee was substantial, the debtor's secured creditor was likely prejudiced because it did not receive adequate protection payments for many months, and debtor has not provided an adequate explanation for his delay. As set forth above, the court does not see a basis to conclude that the chapter 13 trustee misrepresented anything to the debtor. For these reasons, debtor is not entitled to relief under Fed. R. Bankr. P. 9024.

Now, therefore, for the reasons set forth above, it is

ORDERED that the Motion to Alter or Amend is denied.

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cc: Eugene Ezra Perkins

[15] *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 395, 113 S. Ct. 1489, 1498 (1993).