



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed July 29, 2016

United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

IN RE:

**STANDING ORDER CONCERNING
ALL CHAPTER 13 CASES**

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**GENERAL ORDER
2016-01**

STANDING ORDER CONCERNING ALL CHAPTER 13 CASES

IT IS HEREBY ORDERED:

1. **EFFECTIVE DATE.** Unless otherwise ordered by the Court in a given Case or Cases, this General Order shall be effective as of October 1, 2016. This General Order governs and supersedes General Orders 2010-01, 2013-01, and 2014-03 and it applies in all Chapter 13 Cases filed on, filed after, or pending as of or after the Effective Date in all Divisions of the United States Bankruptcy Court for the Northern District of Texas. Each Chapter 13 Trustee shall place a copy of this General Order on the Trustee's website and, upon request, shall furnish a copy of it to any party in interest in any pending Case.

2. **DEFINITIONS.** The following definitions shall apply to and are provisions of this General Order¹ –

AAPD - An Authorization for Adequate Protection Disbursements that is filed with the Court.

¹ All references in this General Order to the Bankruptcy Code or Sections thereof are references to the United States Bankruptcy Code and all references to the Bankruptcy Rules are references to the Federal Rules of Bankruptcy Procedure, sometimes referred to as "Fed. R. Bankr. P." or "Rule," unless otherwise noted.

Base Amount - The sum of the total payments required to be made to the Trustee pursuant to the Debtor's confirmed Plan; a Court approved Plan Modification; any Notice of Payment Change; any allowed Notice of Fees, Expenses, and Charges; any order entered by the Court; and any other provision of this General Order.

Case - A Chapter 13 bankruptcy case pending in the Northern District of Texas.

Claims Bar Date - The date set for the filing of claims pursuant to the Bankruptcy Rules and 11 U.S.C. §§ 502(a)(9) and 1308.

Collateral - The property securing a claim.

Conduit Case - A Case in which the Debtor is required to or elects to pay all Mortgage Arrearage(s), the Current Post-Petition Mortgage Payment(s), and any Mortgage Fees owed to the Mortgage Lender through disbursements by the Trustee.

Conduit Debtor - Any Debtor required by the provisions of this General Order to participate in the Conduit Program or any Debtor that elects to be a Conduit Debtor.

Conduit Program - The process by which all Mortgage Arrearage(s), the Current Post-petition Mortgage Payment(s), and any Mortgage Fees owed to the Mortgage Lender are disbursed by the Trustee.

Conversion Date - The date of the conversion of a pending bankruptcy case to a Chapter 13 Case.

Converted Case - A bankruptcy case originally filed under Chapter 7, 11, or 12 and then converted to a Chapter 13 Case.

Current Post-Petition Mortgage Payment(s) - The ongoing, periodic mortgage payments, including all escrow amounts, owed by Debtors to their Mortgage Lenders.

Debtor - Any individual with a pending Case as of or after the Effective Date. Such term shall include a Conduit Debtor.

Debtor's Counsel - The attorney(s) representing the Debtor and, with regard to *pro se* Debtors, the Debtor, individually.

Mortgage Arrearage - Any pre- or post-petition past due payments or any other charges owed to the Mortgage Lender, other than Mortgage Fees.

Mortgage Fees - Any post-petition fees, expenses, and charges that are allowed following the filing by the Mortgage Lender of a proper and timely Notice of Fees, Expenses, and

Charges pursuant to Bankruptcy Rule 3002.1(c).

Mortgage Lender - Any lender secured by a security interest in the Debtor's principal residence or homestead property or any agent of such lender.

Mortgage Loan - Any loan secured by a lien on the Debtor's principal residence or homestead property.

Nonstandard Provision - a provision not otherwise included in the Trustee's approved Plan form or which deviates from the Trustee's approved Plan form.

Notice of Fees, Expenses, and Charges - The notice required pursuant to Bankruptcy Rule 3002.1(c) which notice complies with the provisions of that Rule and any applicable Local Bankruptcy Rules.

Notice of Payment Change by Mortgage Lender - The notice required pursuant to Bankruptcy Rule 3002.1(b) which notice complies with the provisions of that Rule and any applicable Local Bankruptcy Rules.

Notice of Plan Payment Adjustment - The notice sent by the Trustee to the Conduit Debtor, Debtor's Counsel, and the Mortgage Lender, notifying the Conduit Debtor of an adjustment to the monthly Plan Payment to be paid to the Trustee.

Notice to Reserve Funds - A notice filed with the Court by any party-in-interest requesting that the Trustee reserve funds received from the Conduit Debtor which would otherwise be disbursed by the Trustee to the Mortgage Lender or, if filed by the Trustee, notifying parties that the Trustee will reserve funds as described therein.

Petition Date - The date the Case is filed.

Plan - The document required to be filed by the Debtor in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules and any pre-confirmation amendment thereto which shall be filed using a form approved by the Trustee and containing all information required in the Trustee's approved form. Any Nonstandard Provision shall be set out in Section III of the Chapter 13 Plan form in the designated area for same. Any changes to the Trustee's approved Plan form that do not conform to the preceding sentence or any Nonstandard Provision set out elsewhere in the Plan are ineffective and will not be considered a part of the Plan confirmed by the Court.

Plan Modification - Any modification of the Plan filed with the Court post-confirmation pursuant to 11 U.S.C. § 1329.

Plan Payment(s) - The monthly payment amount which the Debtor is required to pay to

the Trustee pursuant to the AAPD, the Plan, any Plan Modification, any Notice of Plan Payment Adjustment, or any order of the Court. A Plan Payment may be for the purposes of a pre-confirmation or post-confirmation disbursement, may include payments for leases of personal property that become due after the Petition Date or Conversion Date in accordance with Section 1326(a)(1)(B) of the Bankruptcy Code, and/or adequate protection payments in accordance with Section 1326(a)(1)(C) of the Bankruptcy Code, to the extent the Trustee is to disburse such payments.

Service - Service on parties in interest is governed by the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, all Local Rules applicable in bankruptcy cases, and General Order 2004-06, as they may be amended or superseded from time to time. When a Debtor is represented by an attorney, Service shall be on both the Debtor and Debtor's Counsel.

Surrendered Collateral - The Collateral to be surrendered under the Plan or allowed to be surrendered in any Plan Modification.

Trustee - The Trustee appointed in the Case by the United States Trustee, including the Standing Chapter 13 Trustee or the United States Trustee if serving as Trustee in the Case.

Trustee's Percentage Fee - That fee which may be collected by the Trustee as set out in 28 U.S.C. § 586(e).

3. **DISMISSAL WITHOUT FURTHER NOTICE.** A Case may be dismissed without prejudice and without further notice after 14 days (as to subsections (d)(5) and (e) deficiencies) or 7 days (as to subsections (a), (b), (c), (d)(1), (d)(2), (d)(3), or (d)(4) deficiencies) if a prior written Notice of Intent to Dismiss ("NOI") is filed with the Court and served on the Debtor and Debtor's Counsel unless any default or deficiency is cured prior to the expiration of such period. The Clerk is authorized to enter an Order of Dismissal upon certification by the Trustee, or such other authority ordered by the Court or allowed by law, that –

(a) The Debtor did not file all of the documents required by Sections 521(a)(1) and 521(b) of the Bankruptcy Code within 14 days of the Petition Date or Conversion Date, unless within such time, the Debtor filed a motion to extend such time or, if an extension of time is granted, such documents are not filed within the extended time; or

(b) The Debtor did not file with the petition or serve on all scheduled creditors (or to be scheduled creditors if the Schedules have not been filed) a Plan as required by Section 1321 of the Bankruptcy Code and Bankruptcy Rule 3015(b), and an AAPD as required herein, on forms prescribed by the Trustee, within 14 days of the Petition Date or Conversion Date unless within such time(s), the Debtor filed with the Clerk and served on all scheduled creditors (or to be scheduled creditors) a motion to extend such time(s) or, if an extension of time is granted, such documents are not filed within the extended time; or

(c) The Debtor did not pay the first Plan Payment to the Trustee within 30

days after the Petition Date or the Conversion Date as required by Section 1326(a)(1) of the Bankruptcy Code; or

(d) The Debtor failed to –

(1) Attend the Section 341 Meeting of Creditors as required by Section 343 of the Bankruptcy Code (the “Section 341 Meeting”) or any continued Section 341 Meeting which the Trustee required the Debtor to attend, without the agreement of the Trustee to continue the Section 341 Meeting;

(2) Provide to the Trustee, not later than 7 days before the date first set for the Section 341 Meeting, a copy of the Federal Income Tax Return or a transcript for the most recent tax year ending immediately before the Petition Date or Conversion Date for which a return was filed, as required by Section 521(e)(2)(A)(I) of the Bankruptcy Code, or the Debtor failed to timely file, with the appropriate taxing authorities, the tax returns required by Section 1308 of the Bankruptcy Code, unless the Trustee agrees to hold open the Section 341 Meeting (up to 120 days) as provided in Section 1308(b)(1) of the Bankruptcy Code, or unless extended by the Court as provided in Section 1308(b)(2) of the Bankruptcy Code. In the event the Trustee agrees to hold open the Section 341 Meeting, the Trustee shall nevertheless file a report of the initial meeting indicating that the meeting is being held open;

(3) Timely file with the Court, upon a written request filed with the Court and served on the Debtor and Debtor’s Counsel, tax returns or transcripts as required by Sections 521(f) and 521(g)(2) of the Bankruptcy Code; PROVIDED, HOWEVER, that pursuant to Bankruptcy Rule 4002(b)(5) and the Interim Guidance Regarding Tax Information established by the Director of the Administrative Office of the United States Courts, the United States Trustee, the Trustee, or any party in interest that desires to obtain access to the Debtor’s tax information must file and serve upon the Debtor and Debtor’s Counsel, a motion which should include (i) a description of the movant’s status in the Case to allow the Court to ascertain whether the movant may properly be given access to the requested tax information, (ii) a description of the specific tax information sought, (iii) a statement indicating that the information cannot be obtained by the movant from any other sources, and (iv) a statement showing a demonstrated need for the tax information. Access to the Debtor’s tax information will only be permitted after the Court approves the request;

(4) Timely provide to the Trustee documents that establish the identity of the Debtor, including a driver’s license, passport, or other document that contains a photograph of the Debtor as required by Section 521(h) of the Bankruptcy Code; or

(5) Cooperate with the Trustee as necessary to enable the Trustee to perform the Trustee’s duties under the Bankruptcy Code as required by Section 521(a)(3) of the Bankruptcy Code. Any such notice shall state specifically what the Debtor did or did not do constituting such failure to cooperate.

(e) The Debtor did not pay to the Trustee when due, any Plan Payment (except the first Plan Payment²) specified in the Plan; PROVIDED, HOWEVER, that —

(1) The NOI shall specify the exact dollar amount due to bring all Payments completely current as of the 14th day after the date of the NOI;

(2) No Order of Dismissal shall be submitted or requested by the Trustee with regard to a subparagraph “(e)” deficiency if an Interlocutory Order (“I/O”) satisfactory to the Trustee has been approved by the Debtor or Debtor’s Counsel and delivered to the Trustee as of the 14th day after the date of the NOI; and

(3) No Order of Dismissal shall be submitted or requested by the Trustee if, prior to the expiration of the NOI period, a response is filed and served by the Debtor, set by Debtor on the Court’s next available Chapter 13 docket after the expiration of 14 days and notice of such setting is filed and served by the Debtor at least 14 days prior to such setting.

4. **MANDATORY WAGE DIRECTIVE.** Unless the Court orders otherwise, the Trustee may require a Debtor who is a wage or salaried employee to complete and deliver to the Trustee, not later than the initial setting for the Section 341 Meeting, the information necessary for the submission of a wage directive by the Trustee to such Debtor’s employer. Unless otherwise ordered by the Court, such directive may be terminated by the Trustee.

5. **OTHER REQUIRED DOCUMENTS AND INFORMATION.**

(a) Within three business days of the Petition Date or Conversion Date, every Debtor, whether a Conduit Debtor or not, shall submit to the Trustee a completed and signed “Mortgage Information Sheet” and a completed and signed “Authorization to Release Information to the Trustee Regarding Secured Claim.” Additionally, the Debtor shall attach a copy of the current mortgage statement or a written explanation of why such statement is not available to the Mortgage Information Sheet. Copies of these forms are attached to this General Order. If the Debtor is represented by an attorney and the attorney timely submits to the Trustee a complete and correct (1) Mortgage Information Sheet with a current mortgage statement or a written explanation of why such statement is not available attached and (2) Authorization to Release Information to the Trustee Regarding Secured Claim, the attorney for the Debtor is entitled to an additional \$200 as part of the Standard Fee described in paragraph 21 herein.

(b) A Debtor with domestic support obligations shall provide the Trustee with the name, address, and telephone number of the domestic support claimant, if known, at or before the Section 341 Meeting.

6. **GOOD FUNDS.** The Trustee is not required to disburse any funds to any party in

² See subpart (c) of this paragraph regarding the first Plan Payment.

interest unless the Trustee is satisfied, within the Trustee's sole discretion, that good funds have been received by the Trustee.

7. ADEQUATE PROTECTION DISBURSEMENTS.

(a) Debtor Shall Authorize Adequate Protection Disbursements by the Trustee. Unless otherwise ordered by the Court, within 14 days of the Petition Date or Conversion Date, the Debtor shall file and serve on all scheduled creditors (unless Service is made by the Clerk), an AAPD in a form prescribed by the Trustee. Any amendment to the AAPD shall – (1) be filed with the Court, (2) be served on all affected creditors and on the creditors' counsel, if a Notice of Appearance has been filed and served on Debtor's Counsel by creditor's counsel, and (3) contain a Certificate of Service reflecting this service. Protection concerning motor vehicles shall be presumed adequate if in a monthly amount equal to 1.25% of the value of the motor vehicle determined by averaging the wholesale and retail values contained in the most recent NADA publication for a comparable motor vehicle. In the Case of a Conduit Debtor, the amount of the Current Post-Petition Mortgage Payment(s) must be included in the AAPD.

(b) Trustee Shall Disburse Adequate Protection Payments. Pre-confirmation, the Trustee will disburse Plan Payments received by the Trustee to the appropriate parties according to the AAPD in the next regularly scheduled monthly disbursement, subject to normal operating procedures. Unless otherwise ordered by the Court, the Trustee may disburse adequate protection payments monthly as provided in the AAPD, whether or not a proof of claim has been filed, to the category of claimants described and in the order set out in the AAPD under "Order of Payment." If funds received by the Trustee are insufficient to pay a full monthly payment to any specified category cumulatively, payments shall be made pro rata within such category.

(c) Use of Interest. Any interest received by the Trustee as a result of Plan Payments shall be paid into the Trustee's expense account and used exclusively to pay the compensation and reasonable and necessary expenses of the Trustee, as may be approved by the United States Trustee. Any Plan Payments may be held by the Trustee in a non-interest bearing account.

(d) Payments Made for Adequate Protection Disbursement Considered Payments. Payments made by a Debtor to the Trustee for an adequate protection disbursement shall be considered Plan Payments pursuant to 11 U.S.C. § 1326(a) and 28 U.S.C. § 586(e)(2).

(e) Adequate protection disbursements may include the Trustee's Noticing Fees, Filing Fees, Payments on Secured Claims including applicable Current Post-Petition Mortgage Payments, priority claims, and fees for Debtor's Counsel, unless the Debtor is *pro se*.

(f) Adequate Protection to Vehicle Lenders. In addition to the AAPD required herein, in each Case, the Debtor's use of vehicles under Section 363 of the Bankruptcy Code is authorized only if the Debtor (i) maintains insurance on the vehicles in the amount

required by the Debtor's pre-petition contract; (ii) provides proof of insurance to the lien holder upon request; and (iii) provides the Trustee with all necessary information for a wage directive not later than the date of the initial Section 341 Meeting (if the Debtor is a wage or salaried employee and the Court has not ordered otherwise).

8. **SURRENDERED COLLATERAL.** The Plan or any Plan Modification (if surrender is allowed) shall describe any Collateral to be surrendered. This will be construed by the Court as a request that the stay be terminated as to the Surrendered Collateral, and THE AUTOMATIC STAY SHALL BE TERMINATED and the Trustee shall cease disbursements on any secured claim which is secured by the Surrendered Collateral without further order of the Court on the 7th day after the date the Plan or Plan Modification providing for the surrender is filed. In such event, the Trustee shall reserve the funds that would otherwise be disbursed to the creditor until the Plan is confirmed or the Plan Modification is approved or an order of the Court regarding the disbursement of such funds by the Trustee is entered. PROVIDED, HOWEVER, that the stay shall not be terminated if the Trustee or affected secured lender files with the Court and serves on the Debtor, Debtor's Counsel, and the party to whom the Collateral is proposed to be surrendered (and/or for whose benefit the Collateral is proposed to be surrendered), an objection to the proposed surrender within 7 days of the filing of the Plan or the Plan Modification. If such an objection is filed and served, the automatic stay shall remain in effect until the objection is disposed of by an order of the Bankruptcy Court.

9. **TRUSTEE'S PERCENTAGE FEE AND NOTICING FEE.**

(a) Pursuant to 28 U.S.C. § 586(e), the Trustee is authorized to collect the Trustee's Percentage Fee at the time of the receipt of any funds paid by or on behalf of the Debtor to the Trustee or recovered by the Trustee from any source, including, but not limited to, the receipt of any funds that the Trustee will disburse on any Mortgage Arrearage(s), Current Post-Petition Mortgage Payment(s), Mortgage Fees, and/or adequate protection payments.

(b) The Trustee may charge, in addition to the percentage fee fixed pursuant to 28 U.S.C. § 586(e)(1)(B), noticing fees in each Case administered by the respective Trustee equal to \$.50, plus postage per envelope.

(c) The Trustee may collect noticing fees, in advance or otherwise, for the Service of notices, reports or orders, including, but not limited to: Notice of Deadline For Objecting to Confirmation, Trustee's Pre-Hearing Conference and Confirmation Hearing; Trustee's Recommendation Concerning Claims, Objection to Claims and Plan Modification (if required) and the Notice of Hearing and Pre-Hearing Conference with regard to same; Notice or Order of Dismissal or Conversion; Notice or Order of Debtor Discharge; Chapter 13 Trustee's Final Report and Account and/or Notice of Filing of Final Report and Account by Trustee; Notice of Final Cure; Mid-Case Notice of Amount Deemed Necessary to Cure Mortgage Arrearage; and/or Notices required under 11 U.S.C. § 1302(d) regarding domestic support obligations. It is hereby found and determined that said fees are reasonable and appropriate to defray the actual, necessary costs and expenses reasonably attributable to the giving of said

notices. Subject to United States Trustee's approval, the Trustee may choose to reduce the number of notices for which noticing fees are collected. The Trustee shall be entitled to collect noticing fees authorized hereby from the first and any subsequent monies received from the Debtor, whether before or after confirmation.

10. CREDITOR'S CERTIFICATE OF CONFERENCE ON § 362 MOTIONS AND OBJECTIONS TO CONFIRMATION AND REQUIREMENT TO PROVIDE LIMITED PAYMENT HISTORY, EVIDENCE OF DEBT, AND PERFECTION OF LIEN REGARDING REAL PROPERTY.

(a) A Creditor shall include a Certificate of Conference with Debtor's Counsel on any Section 362 motion to modify stay or any objection to confirmation. The Certificate of Conference shall state that the creditor or its counsel made a good faith effort to negotiate a settlement of the dispute with Debtor's Counsel or that Debtor's Counsel failed to respond to the creditor's communication (made during regular business hours) by the same time on the 2nd business day after such communication. The Certificate of Conference shall evidence that the creditor or creditor's counsel attempted at least once to contact Debtor's Counsel by telephone, e-mail, fax or in person. The Court reserves the right to sanction parties and/or counsel who fail to confer in good faith prior to the filing of such motions and/or objections.

(b) Notwithstanding L.B.R. 4001.1(e), if a Mortgage Lender files a § 362 motion to terminate, annul, modify or condition the automatic stay, within 7 days, the creditor shall file a sworn affidavit detailing any alleged payment delinquency and providing a current chronological payment history beginning with the first payment alleged to be delinquent.

11. CONFIRMATION HEARING AND TRUSTEE'S PRE-HEARING CONFERENCE REGARDING CONFIRMATION.

(a) The Debtor will be responsible for serving the Plan or summary thereof on all parties in interest on the date the Plan is filed, notifying such parties that the Plan has been filed.

(b) The confirmation hearing shall be set and commenced at the last available date the Court has scheduled confirmation hearings that is not more than 45 days after the Section 341 Meeting. The Trustee will be responsible for mailing a Notice of the date, place, and deadline for objecting to confirmation, as well as the date, place and time of the Trustee's pre-hearing conference and the Confirmation hearing to all parties in interest.

(c) Unless the Court orders otherwise, the hearing on Section 506 valuations, interest rate, and treatment under the Plan will occur at the confirmation hearing. Claim amount and classification will be determined by the TRCC as described herein or other order of the Court.

(d) Objections to confirmation of the Plan by the Trustee or any creditors shall be in writing and filed and served on the Debtor, Debtor's Counsel, and the Trustee no later than 7 days prior to the Trustee's pre-hearing conference (the "Objection Deadline"), or be deemed waived.

(e) After the Objection Deadline and before the confirmation hearing, the Trustee shall conduct a Trustee's pre-hearing conference regarding confirmation (on the date and at the time and place designated by the Trustee). Any matter resolved at the Trustee's pre-hearing conference may be contained in an agreed Confirmation Order that the Trustee may submit to the Court for entry without the need for any amendment to the Plan or further notice to parties in interest, PROVIDED that no party not a party to the agreement is materially adversely affected by the agreement.

(f) Any objections to confirmation of the Plan or valuation disputes not resolved at or before the Trustee's pre-hearing conference shall be heard by the Court at the confirmation hearing.

(g) All objections to confirmation of the Plan and/or the motion for valuation shall be deemed waived –

(1) if not timely filed and served as provided above; or

(2) if the proponent of any objection or motion fails to attend the Trustee's pre-hearing conference or give the Trustee prior written notice that a hearing is necessary.

(h) If the confirmation hearing is continued by the Court, the Trustee shall file a notice of continued confirmation hearing.

(i) Domestic Support Obligations and Tax Returns.

(1) No more than 14 days before the Trustee's pre-hearing conference concerning confirmation, a Debtor with domestic support obligations shall file a certificate pursuant to Section 1325(a)(8) of the Bankruptcy Code with the Court.

(2) Prior to confirmation, pursuant to Section 1325(a)(9) of the Bankruptcy Code, a Debtor shall file with the Court a certificate verifying the filing of all applicable Federal, State, and local tax returns as required by Section 1308 of the Bankruptcy Code on a form that substantially conforms to the Debtor's(s') Certificate That All Tax Returns Have Been Filed, a copy of which form is attached to this General Order.

12. **THE TRUSTEE'S PRE-HEARING CONFERENCE.** The Trustee may assign matters to a pre-hearing conference docket (see www.13network.com for pre-hearing conference dates/times) including, but not limited to –

- (a) Motions to dismiss or convert filed by a party in interest other than the Debtor;
- (b) Motions for use of cash collateral or for financing authority;
- (c) Objections to claims;
- (d) Motions to assume, or to assume and assign, executory contracts or unexpired leases;
- (e) Motions for substantive consolidation;
- (f) Confirmation of a Plan;
- (g) Any Plan Modification;
- (h) Motions to Sell pursuant to 11 U.S.C. § 363;
- (i) Motions to Incur Debt/Obtain Credit;
- (j) Motions to Modify Home Mortgage Loans; and
- (k) Any Motion for which the Bankruptcy Rules, the Local Bankruptcy Rules for the Northern District of Texas and/or this General Order require a hearing, except as otherwise provided herein.

13. **TRUSTEE'S REVIEW AND APPROVAL OF ALL AGREED ORDERS.** In the event the Debtor and creditor reach an agreement with respect to a motion to modify stay or objection to confirmation, or any other contested matter between a Debtor and a creditor, the Trustee shall be permitted, if required by the Trustee, 7 days to review the agreed Order prior to its presentation to the Court, without prejudice to the Trustee's right to object to the agreed Order prior to it becoming a final order.

14. **WHO IS REQUIRED TO BE A CONDUIT DEBTOR.** Unless otherwise ordered by the Court following a motion by a party in interest in a specific Case, any Debtor meeting the following criteria is required to participate in the Conduit Program and is designated as a Conduit Debtor:

- (a) Any Debtor that is the monetary equivalent of two full months or more in arrears to a Mortgage Lender as of the Petition Date or Conversion Date;

(b) Any Debtor that defaults on payments to a Mortgage Lender during the pendency of the Case such that the Debtor is the monetary equivalent of two full months or more in arrears on Current Post-Petition Mortgage Payments to the Mortgage Lender, except that in a Case within twelve months of completion, the Trustee may elect not to require the Debtor to participate in the Conduit Program; or

(c) Any Debtor who elects to participate in the Conduit Program by including the Current Post-Petition Mortgage Payment in the Plan Payments and the Base Amount and (1) Section I, D.(2) of the Plan or (2) in a Plan Modification.

Once designated as a Conduit Debtor, the Debtor shall remain a Conduit Debtor until the payment in full of the Base Amount (even if the Mortgage Loan is modified), or until the Case is converted or dismissed, unless otherwise ordered by the Court.

15. PROVISIONS REGARDING THE CONDUIT PROGRAM. Unless otherwise ordered by the Court, the following provisions shall apply in the Case of a Conduit Debtor –

(a) Additional Responsibilities of the Conduit Debtor – In addition to all other responsibilities, duties, and obligations of the Debtor required by applicable law and rules, and this General Order –

(1) The Conduit Debtor shall include any Mortgage Arrearage(s), the Current Post-Petition Mortgage Payment(s) and any Mortgage Fees, plus the Trustee's Percentage Fee, in the calculation of the Plan Payment, and such amounts shall be included in the calculation of the Base Amount.

(2) The Conduit Debtor shall file an AAPD authorizing the Trustee to disburse the Current Post-Petition Mortgage Payments to the Mortgage Lender prior to confirmation.

(3) The Conduit Debtor is responsible for responding to and defending all motions for relief from the automatic stay. The Conduit Debtor is responsible for objecting to any proof of claim or any amended proof of claim filed by a Mortgage Lender, as well as any Notice of Payment Change by Mortgage Lender and/or any Notice of Fees, Expenses, and Charges. The Trustee is not obligated to but, within the Trustee's sole discretion, may object to any proof of claim or amended proof of claim filed by or on behalf of a Mortgage Lender and may file a response to any motion for relief from the automatic stay, Notice of Payment Change by Mortgage Lender and/or any Notice of Fees, Expenses, and Charges.

(b) Additional Responsibilities of the Mortgage Lender – In addition to all other responsibilities, duties, and obligations of the Mortgage Lender required by applicable law and rules and this General Order –

(1) If the Mortgage Lender files a Notice of Fees, Expenses, and Charges and does not attach legible copies of any unpaid invoices to such Notice to substantiate the fees, expenses and charges requested, the Trustee or the Debtor may object to such Notice for that reason. Upon the earlier of (i) the expiration of the period of time for filing an objection to the Notice of Fees, Expenses, and Charges or (ii) the entry of a Final Order allowing such fees, expenses and charges in whole or in part, the Trustee is authorized to pay them in full as a secured claim with no interest.

(2) If the Mortgage Lender files a proof of claim or amended proof of claim which includes pre-petition fees, expenses, or other charges as part of the claim amount and does not attach legible copies of any unpaid invoices substantiating same, the Trustee or the Debtor may object to the proof of claim or amended proof of claim for that reason.

(3) In the event there is a change in the name of the Mortgage Lender and/or the servicer for the Mortgage Lender and/or the address to which disbursements to the Mortgage Lender are to be sent, the Mortgage Lender shall file with the Court and serve on the Trustee, the Conduit Debtor and the Debtor's Counsel a notice substantively conforming with the Notice of Transfer of Servicing or Change of Address attached to this General Order. If the Notice of Transfer of Servicing or Change of Address is not received by the Trustee at least twenty-one (21) days prior to the Trustee's next disbursement date (but not including the disbursement date), the Trustee shall have no obligation or liability for recovering or requesting the refund of any funds disbursed within that twenty-one (21) day period. The Debtor shall receive full credit for any such payment disbursed by the Trustee to or on behalf of the Mortgage Lender. All disbursements made more than twenty-one (21) days after a Notice of Transfer of Servicing or Change of Address is filed shall be made in the name of and to the address set forth in such Notice if it conforms with the Notice of Transfer of Servicing or Change of Address attached to this General Order.

(c) Other Applicable Provisions –

(1) In the event the Current Post-Petition Mortgage Payment changes during the term of the Plan or Plan Modification, the Mortgage Lender shall file a Notice of Payment Change by Mortgage Lender. After receiving same, the Trustee may send a Notice of Plan Payment Adjustment to the Conduit Debtor, Debtor's Counsel and the Mortgage Lender. If the Notice of Payment Change by Mortgage Lender is timely and properly filed by the Mortgage Lender and indicates it was properly served, the Trustee shall disburse the Current Post-Petition Mortgage Payment(s) consistent with the Notice of Payment Change by Mortgage Lender as of the effective date of the change set out therein, assuming there are available funds in the Case to do so.

(2) If the Mortgage Lender files a proof of claim or an amended proof of claim that sets out a Mortgage Arrearage, a Mortgage Fee, or a Current Post-Petition Mortgage Payment in an amount different than the amount used to calculate the Plan Payment, the Trustee may serve a Notice of Plan Payment Adjustment.

(3) In the event of an adjustment to the monthly Plan Payment or the Base Amount due to the Trustee as a result of (i) the filing of a proof of claim or amended proof of claim by the Mortgage Lender, (ii) the filing of a Notice of Payment Change by Mortgage Lender, (iii) the filing of a Notice of Fees, Expenses, and Charges, (iv) an insufficiency in the Base Amount necessary to disburse a full, final Current Post-Petition Mortgage Payment, and/or (v) the entry of an order of the Court, the monthly Plan Payment and/or the Base Amount may be automatically adjusted by the Trustee by the amount of the required payment adjustment, plus the Trustee's Percentage Fee, without the necessity of filing an amended AAPD, an amended Plan or a Plan Modification to effectuate the adjustment of the Plan Payment. The Trustee will notify the Debtor of any change in the Plan Payment by serving a Notice of Plan Payment Adjustment. Unless otherwise ordered by the Court, the amount set out in the Notice of Plan Payment Adjustment is the Plan Payment as of the effective date contained therein and the amount due to the Mortgage Lender set out in the Notice of Plan Payment Adjustment is the amount the Trustee shall disburse to the Mortgage Lender from available funds in the Case.

(4) Unless otherwise ordered by the Court, if the Conduit Debtor is current on Plan Payments or the payments due pursuant to any wage directive, the Mortgage Loan shall be deemed current post-petition.

(5) Pre-confirmation, the Trustee may make Current Post-Petition Mortgage Payments to the Mortgage Lender, as identified by the Conduit Debtor, at the address provided by the Conduit Debtor, in the amount stated by the Conduit Debtor and utilizing the account number provided by the Conduit Debtor, pursuant to an AAPD authorizing such payments, without the necessity of the Mortgage Lender filing a proof of claim or having a proof of claim filed on its behalf.

(6) Following the entry of an order confirming the Plan, the Trustee shall make Current Post-Petition Mortgage Payments to the Mortgage Lender only if a proof of claim is filed and has not been disallowed. However, the Trustee will reserve the Current Post-Petition Mortgage Payments received until either (a) the date the Mortgage Lender's proof of claim is timely filed as set out in Rule 3002(c) of the Bankruptcy Rules of Procedure or (b) the expiration of the extended Claims Bar Date set out in Rules 3004 and 3005 of the Bankruptcy Rules of Procedure. In the event no proof of claim is filed by or on behalf of the Mortgage Lender within the time periods set out above, the reserve will be removed and the Trustee may disburse any reserved funds to other claimants.

(7) Notice To Reserve Funds –

(A) Any party in interest may file and serve a Notice to Reserve Funds if, and only if, the following is filed: (i) an objection to a Notice of Payment Change by Mortgage Lender; (ii) an objection to a Notice of Fees, Expenses, and Charges; (iii) an objection to a proof of claim or amended proof of claim filed by or on behalf of the Mortgage Lender; and/or (iv) an adversary disputing the validity, priority, and extent of the lien asserted by the Mortgage Lender. The Trustee is not obligated to but may, in the Trustee's sole discretion, file a

Notice to Reserve Funds. A form of this Notice to be used by parties other than the Trustee is attached as an exhibit to this General Order. Such Notice may be filed only as permitted in this General Order and parties other than the Trustee must use the attached form of the Notice to Reserve Funds.

(B) The Notice to Reserve Funds must be filed with the Court in the Case (as opposed to an ancillary proceeding) and served on the Mortgage Lender, the Conduit Debtor, the Debtor's Counsel and the Trustee and, if filed by a party other than the Trustee, must be received by the Trustee no less than five business days prior to the Trustee's scheduled disbursement date. If a Notice to Reserve Funds is filed, the Trustee will reserve funds specified in the Notice which would otherwise be disbursed to the Mortgage Lender until an order of the Court is entered instructing the Trustee how to disburse the funds.

(C) A Notice to Reserve Funds is without prejudice to the rights of any party in interest to request other and further relief from the Court, including, but not limited to, an order of the Court to authorize or compel the Trustee to disburse any reserved funds.

(8) If any party in interest files a proceeding described in Section 15(c)(7)(A) of this General Order, the Conduit Debtor shall continue remitting the Plan Payment to the Trustee and the Trustee shall continue disbursements to the Mortgage Lender, unless a Notice to Reserve Funds is filed or unless otherwise ordered by the Court. In the event a party in interest is successful with regard to such proceeding but no Notice to Reserve Funds is filed, the Trustee may, but is not obligated to, request or obtain a refund of any payments to the Mortgage Lender disbursed by the Trustee prior to the resolution of the filed objection or lien avoidance adversary.

(9) Each Trustee shall develop the internal procedures for the administration of the Conduit Program which will be applicable to all Conduit Cases administered by the Trustee, unless otherwise ordered by the Court.

16. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS AND PLAN MODIFICATION, IF REQUIRED.

(a) As soon as practicable after the governmental Claims Bar Date, the Trustee may prepare and serve on Debtor, Debtor's Counsel, all creditors who were scheduled, all creditors who filed claims, and any party that has filed a Notice of Appearance, a Trustee's Recommendation Concerning Claims, Objection to Claims and Plan Modification (the "TRCC") and a Notice of Hearing and Pre-Hearing Conference thereon. The TRCC may be deemed in part to be an objection to claims pursuant to Bankruptcy Rule 3007(d) and (e). Service of the TRCC on any agency or office of the United States of America will comply with the provisions of Rule 7004 of the Bankruptcy Rules of Procedure.

(b) The TRCC may list and propose disallowance of any claims scheduled but not filed.

(c) Objections to the TRCC shall be filed within thirty (30) days from the date of Service of the TRCC.

(d) The TRCC may contain a proposed Plan Modification.

(e) Unless an objection is timely filed as to the amount or classification of any claim or to any Plan Modification, the claim or Plan Modification will be allowed or approved as described in the TRCC, and such amount and classification will be final and binding on all parties without further order of the Court.

(f) The TRCC shall include a notice of the time, date, and location of the court hearing on any objection, as well as the time, date, and location of the Trustee's pre-hearing conference thereon. If no objection is timely filed, no Trustee's pre-hearing conference or Court hearing will be held. Matters resolved at or before the pre-hearing conference may be presented to the Court by the Trustee in the form of an agreed Order prior to or at the scheduled court hearing.

(g) All unresolved objections to the TRCC shall be deemed waived —

(1) if not timely filed and served as provided above; or

(2) if the proponent of any such objection fails to attend the Trustee's pre-hearing conference or give the Trustee prior written notice that a hearing is necessary.

(h) The TRCC will not affect value of Collateral, treatment under the Plan unless modified, or interest rate determined at confirmation, but may show these for information only.

(i) To the extent secured and/or priority claims being paid through the Plan by the Trustee are allowed for amounts in excess of the amounts provided for in the Plan, the Plan will be promptly modified to provide for full payment of the allowed amount except as otherwise provided in this General Order or by order of the court.

(j) After the order approving the TRCC becomes final, if the Plan becomes infeasible and/or insufficient, it shall constitute cause to dismiss the Case.

17. **MID-CASE AUDIT.** The procedures for the service and resolution of the Mid-Case Notice of Amount Deemed Necessary to Cure Mortgage Arrearage are set out in L.B.R. 3002 and General Standing Order 2014-02 which is entitled "Standing Scheduling Order Concerning Mid-Case Audits in Chapter 13 Cases", as it may be amended or superseded. The Mid-Case Notice described in this paragraph will not be required in any Conduit Case although the Trustee, within the Trustee's sole discretion, may continue to file the Mid-Case Notice in any Conduit Case.

18. DISBURSEMENT BY THE TRUSTEE UPON DISMISSAL OR CONVERSION.

(a) If the Case is dismissed pre-confirmation, any balance on hand shall be disbursed by the Trustee as provided in the AAPD for one disbursement cycle or as otherwise ordered by the Court, and any remaining balance shall be refunded to the Debtor. If a Case is dismissed after confirmation, the Trustee shall disburse any balance on hand as provided in the confirmed Plan or court approved Plan Modification for one disbursement cycle and then refund the remaining balance to the Debtor.

(b) In the Case of a Conduit Debtor, if a Case is dismissed and there is a balance on hand in any amount that is less than one full Current Post-Petition Mortgage Payment, the Trustee may, but is not required to, disburse those funds to claimants other than the Mortgage Lender.

(c) If the Case converts to another Chapter of the Bankruptcy Code, any balance on hand will be disbursed by the Trustee in accordance with applicable law.

19. OBLIGATION TO NOTIFY. Debtor must notify the Chapter 13 Trustee of any material increase in the Debtor's personal or household income and of the acquisition of any property of the estate with a value exceeding the Trustee's guidelines, the sale of any property post-petition, and/or of the receipt of any life, auto, or home owner's insurance proceeds in an amount that exceeds the Trustee's guidelines.

20. IRS REFUNDS.

(a) ***See Section 362(b)(26) of the Bankruptcy Code for setoff rights by the IRS.***

(b) Each year, upon filing, the Debtor shall remit to the Chapter 13 Trustee a completed copy of any tax return filed with the Internal Revenue Service during the bankruptcy proceeding.

(c) If the Debtor receives a tax refund, after any allowable IRS offset or offset under the Treasury Offset Program, any amount in excess of \$2000 shall be deemed as "the excess tax refund."

(d) The Trustee may file a Plan Modification to increase the Base Amount by the excess tax refund for the benefit of the allowed general unsecured creditors.

(e) If the Debtor files an objection to the Trustee's Plan Modification, at least three business days prior to any hearing on the Plan Modification, the Debtor shall provide to the Trustee –

(1) A detailed written narrative by the Debtor or the attorney for the Debtor explaining the Debtor's need for the excess tax refund and, if required by the Trustee, an affidavit or other sworn statement signed by the Debtor attesting to such need; and

(2) Supplemental documentation to support the Debtor's written narrative, sworn statement or affidavit including, but not limited to, receipts, bids, and proof of any payments made with the tax refund.

21. COMPENSATION AND EXPENSE REIMBURSEMENT TO DEBTOR'S COUNSEL IN CHAPTER 13 CASES.

(a) Unless otherwise ordered by the Court, this General Order governs the compensation of Debtor's Counsel and reimbursement of expenses in Cases pending on or after the Effective Date.

(b) The Debtor's Counsel shall be the attorney of record from the filing of the petition for relief under Chapter 13 (if signed by the attorney), from the filing of a notice of appearance on behalf of the Debtor (if the Debtor filed the Case *pro se*), or from the date of the substitution of counsel (if the Debtor filed the Case with other counsel) until the close or dismissal of the Case (including disposition of motion(s) to reinstate), unless relieved of representation by order of the Court in accordance with L.B.R. 2091-1.

(c) In an individual, non-business Case, the Court deems \$3,500 (the "Standard Fee") as reasonable compensation and reimbursement of expenses for an attorney representing the Debtor in accordance with 11 U.S.C. § 330(a)(3)(B). The Court will therefore allow the Standard Fee, plus bankruptcy clerk filing fees and the cost of a credit report for each Debtor (collectively, the "Costs"), in an individual, non-business Case, without the requirement of an application for compensation under 11 U.S.C. § 330 and Bankruptcy Rule 2016(a). PROVIDED, HOWEVER, that an attorney may request attorney's fees and expenses exceeding the Standard Fee and Costs upon (i) formal application under Rule 2016(a) and Section 21(i) of this General Order, with notice and hearing, for all fees and expenses; (ii) formal application under Section 21(j) of this General Order for fees and expenses exceeding the Standard Fee and Costs; or (iii) a motion under Section 21(k) of this General Order for matters designated therein. Allowance of fees and expenses greater than the Standard Fee and Costs shall be by separate order of the Court.

(d) An attorney may not receive a post-petition retainer or payment from the Debtor other than as specified in this General Order without leave of Court.

(e) As guidelines, the Court contemplates that the following matters will be included in the Standard Fee –

(1) All conferences with the Debtor, including timely responses to Debtor inquiries, whether by telephone or in writing;

(2) Preparation of the bankruptcy petition, including emergency petitions, Schedules, Statement of Financial Affairs, Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period (Official Form 122C-1), Chapter 13 Calculation of Your Disposable Income (Official Form 122C-2), Plan, and AAPD;

(3) Preparation of, and representation of the Debtor on, a motion to continue or impose the stay;

(4) Representation of the Debtor at the Section 341 Meeting and any continued meeting;

(5) Representation of the Debtor at the pre-hearing conference and confirmation hearing;

(6) Representation of the Debtor in connection with two motions under 11 U.S.C. § 362, but not including an evidentiary final hearing;

(7) Representation of the Debtor on motions to dismiss, including Trustee motions to dismiss (with or without prejudice);

(8) Preparation of, and representation of the Debtor on, motions to avoid liens and judgments;

(9) Preparation of, and representation of the Debtor on, one motion to reinstate the Case;

(10) Preparation of, and representation of the Debtor on, motions to except the Debtor from the mandatory wage directive provisions of this General Order;

(11) Preparation of documents and notices, including submissions for Trustee recommendation, and attendance at all hearings and/or pre-hearing conferences, including –

(A) Suggestion(s) of bankruptcy or other similar notification and filing same in the appropriate courts;

(B) Requests for Plan Payment deferrals;

(C) Motions for emergency refund of Plan Payments;

(D) Objections to claims and/or the TRCC, after appropriate review;

(E) The Plan and Plan documents;

- (F) The AAPD;
- (G) Notices to creditors, where appropriate, explaining the automatic stay;
- (H) Communications and negotiations with the Internal Revenue Service;
- (I) Communications to the Debtor explaining the Trustee's annual or semi-annual report, a Mid-Case Notice of Amount Deemed Necessary to Cure Mortgage Arrearage, and Notice of Final Cure;
- (J) Motions to extend the time to file paperwork;
- (K) Requests to the Trustee to reset the Section 341 Meeting;
- (L) Amendments of Schedules and/or Statement of Financial Affairs;
- (M) All Case-related correspondence;
- (N) Notices or motions, if necessary, to convert the Case;
- (O) Motions to dismiss the Case;
- (P) Motions regarding the manner of the Debtor's attendance at the Section 341 Meeting;
- (Q) Interlocutory orders;
- (R) Notice to Reserve Funds; and/or
- (S) Mortgage Information Sheet and Authorization to Release Information to the Trustee Regarding Secured Claim, except as set out in Section 5(a)(1) of this General Order, supra.

- (12) Wage order review;
- (13) Budget consultations;
- (14) Making and performing, or assisting the Debtor in making or performing, the disclosures and duties required by 11 U.S.C. §§ 521, 527, 528, and 1308;
- (15) Taking all steps reasonably necessary to insure that the Debtor

receives a discharge in the Case; and

(16) Other miscellaneous normal, customary services, including correspondence to clients and review of correspondence from clients, communication with the Trustee and the Trustee's office, and communication with the Clerk.

(f) The guidelines assume two lift stay motions and one motion to reinstate the Case, all of which typically occur in the life of a Chapter 13 case. The guidelines assume the resolution of lift stay motions at preliminary hearings, or by agreement (at either preliminary or final hearings), and a typical hearing of 10 to 20 minutes on other contested matters routinely heard at a Chapter 13 Standing Trustee docket. The guidelines do not contemplate that the Standard Fee would include an evidentiary final hearing on a motion to lift stay, or an evidentiary hearing of more than 30 minutes on a motion to dismiss, objection to exemption, confirmation hearing, claims objection, or other contested matters, or would include representation of the Debtor in an adversary proceeding.

(g) Other than Section 21(b), this General Order does not apply to a Chapter 13 Case converted to a case under Chapter 7 of the Bankruptcy Code. Upon entry of an order converting a Case to Chapter 7, the amount and manner of payment of compensation for an attorney for Chapter 7 related services is a matter between the Debtor and his or her attorney.

(h) In a Level 2 business Case, the Court deems \$4,000 as reasonable compensation and reimbursement of expenses for an attorney under 11 U.S.C. § 330(a)(3)(B) (the "Business Standard Fee"). The Court will therefore allow the Business Standard Fee, plus bankruptcy clerk filing fees, in a Level 2 business Case without the requirement of an application for compensation under 11 U.S.C. § 330 and Rule 2016(a). A Level 2 business Case is when (1) the Debtor's monthly gross receipts (or the monthly gross receipts of any corporation, partnership, LLC, etc. controlled by the Debtor) are \$10,000 or more, (2) the Debtor incurs trade credit in the production of income that is not paid in full every month, (3) the business has any employees other than family, (4) the business has a liquor license, or (5) any other reason that in the opinion of the Trustee justifies a more thorough investigation than is possible at a 341 docket.

(i) In any Case, the Debtor's Counsel may elect to apply for all compensation and expenses based solely on a lodestar analysis, with notice and hearing. The application must comply with 11 U.S.C. § 330, Rule 2016(a) and the Court's Guidelines for Compensation and Expense Reimbursement of Professionals effective January 1, 2001. The application must include time records for all work performed on the Case. For lodestar applications, the Court will not approve a fee over \$700 for the preparation of the fee application.

(j) For applications requesting compensation and expenses for particular matters not included in the Standard Fee or the Business Standard Fee under this General Order, e.g., a final evidentiary hearing on a motion to lift stay, the attorney must include time records for the particular matter. For those matters, the Debtor's Counsel must use the lodestar analysis

and comply with 11 U.S.C. § 330, Rule 2016(a), and the Court's Guidelines for Compensation and Expense Reimbursement of Professionals effective January 1, 2001. For lodestar applications for particular matters, the Court will not approve a fee over \$400 for the preparation of the fee application.

(k) As set out in paragraph 5(a), if the Debtor is represented by an attorney and the attorney timely submits to the Trustee a complete and correct (1) Mortgage Information Sheet with a current mortgage statement or a written explanation of why such statement is not available attached and (2) Authorization to Release Information to the Trustee Regarding Secured Claim, the attorney for the Debtor is entitled to an additional \$200 as part of the Standard Fee or Business Standard Fee described in this paragraph.

(l) Provided the Debtor agrees, and notwithstanding any other provision of this General Order, for certain matters not within the guidelines for the Standard Fee or the Business Standard Fee, and to encourage uniformity and consistency and to minimize the expense of the fee application process, the Court will approve, upon motion, and waive the application requirement, for the following fees:

(1) For a Plan Modification, \$350, plus expenses not to exceed \$50.

(2) For a motion to sell property, \$350, plus expenses not to exceed \$50.

(3) For a motion to incur debt, \$350, plus expenses not to exceed \$50.

(4) For defending a motion to lift stay (after the two motions to lift stay included within the Standard Fee or the Business Standard Fee), \$350, plus expenses not to exceed \$50.

(5) For an objection/response to a Plan Modification proposed by the Trustee to increase the Base Amount by the amount of the excess tax refund, a responsive pleading to a Trustee motion to compel with regard to a tax return and/or tax refund, or a similar pleading addressing tax refunds and who is entitled to same, \$350, plus expenses not to exceed \$50.

(6) For modification of the Debtor's mortgage, \$200, plus expenses not to exceed \$50, and up to an additional \$500 if the application includes a certification that the Debtor's attorney has been significantly involved in the process to modify the Debtor's mortgage.

(m) A motion under this paragraph may request that the Court authorize the Debtor to pay these fees or expenses directly to his or her attorney.

(n) This General Order amends all previous standing orders regarding the setting of attorney's fees in Chapter 13 Cases.

22. COMPENSATION AND EXPENSE REIMBURSEMENT TO CREDITOR ATTORNEYS IN CHAPTER 13 CASES. The Court deems the lesser of (1) \$700 and (2) the actual amount paid or to be paid by the creditor to its attorney as fees and expenses to be reasonable compensation to a creditor's attorney who is entitled to compensation from a Debtor's estate under 11 U.S.C § 506(b) and applicable non-bankruptcy law in any Case, without prejudice to a party contesting entitlement to fees, or the reasonableness of the amount or mode of payment of fees and expenses. Allowance of fees and/or expenses in a greater amount shall be by separate order of the Court after a hearing on a properly noticed application or motion. Effective February 1, 2007, the submission of an agreed Order containing a provision providing for the recovery of attorney's fees in a pending bankruptcy Case shall constitute an affirmative representation to the judges of this Court by all signatories to the agreed Order that there is objective evidence supporting a finding that the creditor has a properly perfected lien and is oversecured or is otherwise legally entitled to recover such fees. Upon the entry of this Order, such submission shall also constitute an affirmative representation by the creditor and its counsel that the attorney's fees provided for in the Order do not exceed the amount of the fees actually paid or to be paid.

23. MONTHLY STATEMENTS WILL NOT VIOLATE THE AUTOMATIC STAY. Unless the Debtor or Debtor's Counsel has notified the creditor to discontinue sending post-petition statements, a creditor will be deemed not to have violated the automatic stay by voluntarily continuing to send the Debtor the usual and customary monthly statements concerning the Debtor's accounts. A creditor claiming a lien on real property and whose lien is provided for with "direct" payments in the Plan shall continue to send the Debtor regular payment statements, invoices, or other memoranda of regular payments due after the Petition Date or Conversion Date, if it was the practice of the creditor to send the Debtor such statements before the Petition Date or Conversion Date, and the continued sending of these payment statements, invoices, or other memoranda of regular payments will be deemed not to violate the automatic stay.

24. CHAPTER 13 DISCHARGE.

(a) When a Debtor completes all payments to the Trustee required by the Plan, the Trustee will file a Notice of Completion with the Court. No Order of discharge will be submitted by the Trustee until the Debtor has filed Debtor(s) Certification and Motion for Entry of Chapter 13 Discharge Pursuant to 11 U.S.C. § 1328(a)³ (hereinafter "Certification and Motion") and the 21-day time for any objection has expired with no objection having been filed. If the Certification and Motion is not filed, no Discharge Order will be submitted by the Trustee. If the 21 days has passed and the Debtor has not filed the Certification and Motion, and the Case is ready to be closed otherwise, the clerk's office will close the Case without a discharge. If the Debtor wishes to receive a discharge after the Case has been closed, he/she will be required to reopen the Case and pay the required filing fee to reopen the Case and timely file the

³ See Clerk's Notice 07-06 dated November 5, 2007.

Certification and Motion for a Chapter 13 Discharge.

(b) In a Conduit Case, except as provided in Rule 3002.1 (f) - (h) of the Bankruptcy Rules of Procedure, when the Conduit Debtor completes all the payments required by the Plan and has paid the Base Amount in full, and an order of discharge is entered, the Conduit Debtor shall be deemed current on all payments of any kind due to the Mortgage Lender up through and including the date specified by the Trustee's records as the date through which the Trustee made the last Current Post-Petition Mortgage Payment to the Mortgage Lender and, as of that payment date, it shall be deemed that there are no payments owed to the Mortgage Lender, including, but not limited to, escrow shortages, late charges, attorney's fees, or other charges or costs.

SO ORDERED.

The court has authorized its Chief Bankruptcy Judge to enter this Order on behalf of the Court.

###END OF ORDER###

Conduit Debtor 1 name: _____

Case number: _____

Conduit Debtor 2 name: _____

MORTGAGE INFORMATION SHEET

SUBMIT TO THE TRUSTEE ONLY- DO NOT FILE WITH THE COURT

Within three (3) business days following the Petition Date or the date the bankruptcy case is converted to a Chapter 13 proceeding, whichever is later, please provide the Trustee with this information:

_____ Conduit Debtor rents/leases.

_____ The Conduit Debtor(s) is/are current on all home mortgage payments and shall continue to pay the regular monthly payments directly to the creditor listed below.

_____ The Conduit Debtor(s) is/are _____ months in arrears on payments to the Mortgage Lender, pre-petition.

_____ Other (reverse mortgage, paid in full, etc.) _____.

A copy of current mortgage statement or a written explanation of why such statement is not available is attached.

Amount of mortgage payment and date due: \$ _____ Date _____

Amount of pre-petition arrearage, if any: \$ _____

Complete name of mortgage creditor/servicer: _____

Correspondence address: _____

Payment address: _____

Telephone number: () _____

Name of legal representative: _____

Address of legal representative: _____

Telephone number: () _____

Complete account number (not redacted): _____

Are insurance and taxes escrowed? _____ (Yes) _____ (No)

Debtor or Debtor Attorney Signature

Date

AUTHORIZATION TO RELEASE INFORMATION
TO THE TRUSTEE REGARDING SECURED CLAIMS

SUBMIT TO THE TRUSTEE ONLY
DO NOT FILE WITH THE COURT

Debtor 1 name:

Case number:

Debtor 2 name:

Division:

The Debtor(s) in the above captioned bankruptcy case do hereby authorize any and all holder(s) of a lien on real and/or personal property of the bankruptcy estate or of the Debtor(s), or servicers of said lienholders, to release information to the Standing Chapter 13 Trustee in this bankruptcy case and/or to his or her staff.

The information to be released includes, but is not limited to, the amount of the post-petition monthly installment payment, amount of any pre-petition or post-petition arrearage, the interest rate and its type, the loan balance, impound accounts, amount of any contractual late charges, and the mailing address for payments. This information will be used by the Trustee and his or her staff only for the purpose of the administration of the bankruptcy estate and case, and may be included in pleadings filed with the Court.

Signature of Debtor 1
Printed or Typed Name: _____

Date: _____

Signature of Debtor 2
Printed or Typed Name: _____

Date: _____

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

IN RE: _____ §
(NAME OF DEBTOR(S)), § CASE NO. _____
DEBTOR(S). § CHAPTER 13
§

DEBTOR’S(S’) CERTIFICATE THAT ALL TAX RETURNS HAVE BEEN FILED

Pursuant to General Order 2016-01, paragraph 11(i)(2) (and as the General Order may be amended) and 11 U.S.C. § 1325(a)(9), the Debtor(s) certifies/certify as follows:

I/WE HAVE FILED all federal income tax returns with the Internal Revenue Service (IRS) for the following 4-year period ending immediately prior to my bankruptcy petition date, those being the returns for tax years : 20 __, 20 __, 20 __, and 20 __.

In addition, **I/WE HAVE FILED** any other Federal, State and local tax returns required under applicable bankruptcy law and as required by 11 U.S.C. § 1308 for all taxable periods ending during the 4-year period ending immediately prior to my bankruptcy petition date, those being described as follows (identify the type of tax and period):

_____.

I/WE ACKNOWLEDGE that the failure to file any tax return required by 11 U.S.C. § 1308 may result in dismissal or conversion of my/our bankruptcy case under 11 U.S.C. § 1307(e).

I/WE DECLARE under penalty of perjury that the foregoing information is true and correct.

DATED: _____

DEBTOR

JOINT DEBTOR

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

IN RE: §
(NAME OF DEBTOR(S)), § CASE NO. _____
DEBTOR(S). § CHAPTER 13
§

NOTICE TO RESERVE FUNDS

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW [Name of moving party] and notifies the Court and all parties in interest, including [insert name of Mortgage Lender] (“Mortgage Lender”) as follows:

The following pleading(s) have been filed (must select at least one):

- An objection to proof of claim number [insert number here], filed by the Mortgage Lender;
- An adversary disputing the validity, priority, and extent of the lien asserted by Mortgage Lender, Adversary Proceeding Number [insert number];
- A response and objection filed by [insert name of responding/objecting party] to the Notice of Payment Change filed by the Mortgage Lender; and/or
- A response and objection filed by [insert name of responding/objecting party] to the Notice of Fees, Expenses and Charges filed by the Mortgage Lender.

In the event that an objection to a proof of claim or an adversary disputing the validity, priority, and extent of the lien has been filed, the Trustee is notified to reserve and place a hold on all funds that otherwise would be disbursed to Mortgage Lender until otherwise ordered by the Court. In the event of a response and objection to a Notice of Payment Change by Mortgage Lender or a Notice of Fees, Expenses and Charges, the Trustee is notified to reserve and place a hold on funds in the amount specified herein that otherwise would be disbursed to Mortgage Lender but for the filing of said Notice until otherwise ordered by the Court. The amount specified for the Trustee to reserve is \$_____ per month.

This Notice to Reserve Funds is without prejudice to the rights of any party in interest to request other and further relief from the Court, including, but not limited to, requesting an order of the Court to authorize or compel the Trustee to disburse any reserved funds.

Respectfully submitted,

Movant's Attorney
Address
Phone Number
Email address

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I served the foregoing Notice to Reserve Funds on the following entities in the method described below on the _____ day of _____, 20__:

Debtor(s) (specifying the name and address of the Debtor(s)) by (method of service)

Debtor's(s') attorney, if any, (specifying the name and address of the Debtor's(s') attorney) by (method of service)

Mortgage Lender (specifying the name and address of the Mortgage Lender) by (method of service)

Attorney for Mortgage Lender, if known (specifying the name and address of the Attorney for the Mortgage Lender) by (method of service)

Chapter 13 Trustee (specifying the name and address of the Trustee) by (method of service)

Authorized signature

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

IN RE: _____ §
(NAME OF DEBTOR), § CASE NO. _____
DEBTOR(S). § CHAPTER 13
§

**NOTICE OF TRANSFER OF SERVICING OR NAME CHANGE OR
CHANGE OF ADDRESS**

PLEASE TAKE NOTICE that the servicing of the Mortgage Loan as set out in Proof of Claim No. _____ filed on _____ in the amount of \$ _____ by _____ (“Transferor”), with the address of _____ has been transferred OR the name of the Mortgage Lender has changed OR the address for payment has been changed. The new information is set out below:

Servicer Name (if changed): _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

Effective Date: _____

[Name of Mortgage Lender] Date: _____

[Mortgage Lender’s address]

[Mortgage Lender’s Phone and Fax numbers]

By: _____
[signature of authorized individual]

Its: _____
[title of authorized individual]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
_____ DIVISION

In re: _____ * Case No.: _____
_____ * Date: _____
*
Debtor(s) * Chapter 13
* Last 4 # SSN or TIN: _____

**DEBTOR'S (S') CHAPTER 13 PLAN
(CONTAINING A MOTION FOR VALUATION)**

DISCLOSURES

This *Plan* does not contain any nonstandard provision(s).

This *Plan* does contain nonstandard provision(s).

This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2016-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

Page 1

Plan Payment: _____
Plan Term: _____
Plan Base: _____

Applicable Commitment Period: _____
Estimated Unsecured Creditors Pool: _____
Value of Non-exempt property: _____

MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 10/1/16

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:

\$ _____ per month, months ____ to ____.

For a total of \$ _____ (estimated "*Base Amount*").

First payment is due _____.

The unsecured creditor's pool, as estimated by the *Debtor(s)*, shall be no less than \$ _____.

The applicable commitment period is ____ months.

Debtor's(s') equity in non-exempt property, as estimated by *Debtor(s)*, is: \$ _____.

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$ _____ and shall be paid in full prior to disbursements to any other creditor.

2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2014-04 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).

3. DOMESTIC SUPPORT OBLIGATIONS: The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS _ TO _)	<u>TREATMENT</u> \$ _____ PER MO.
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C. ATTORNEY FEES: To _____, total: \$ _____;
\$ _____ Pre-petition; \$ _____ disbursed by the *Trustee*.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

<u>MORTGAGEE</u>	<u>SCHED. ARR. AMT</u>	<u>DATE ARR. THROUGH</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS _ TO _)	<u>TREATMENT</u>
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D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

<u>MORTGAGEE</u>	<u># OF PAYMENTS PAID BY TRUSTEE</u>	<u>CURRENT POST-PETITION MORTGAGE PAYMENT AMOUNT</u>	<u>FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)</u>
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D.(3) POST-PETITION MORTGAGE ARREARAGE:

<u>MORTGAGEE</u>	<u>TOTAL AMT.</u>	<u>DUE DATE(S)</u> (MM-DD-YY)	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS _ TO _)	<u>TREATMENT</u>
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E.(1) SECURED CREDITORS-PAID BY THE TRUSTEE:

A.
CREDITOR COLLATERAL SCHED. AMT. VALUE % TERM (APPROXIMATE)
(MONT HS _ TO _) TREATMENT
Per Mo.

B.
CREDITOR COLLATERAL SCHED. AMT. VALUE % TERM (APPROXIMATE)
(MONT HS _ TO _) TREATMENT

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

A.
CREDITOR COLLATERAL SCHED. AMT. % TERM (APPROXIMATE)
(MONT HS _ TO _) TREATMENT
Per Mo

B.
CREDITOR COLLATERAL SCHED. AMT. % TERM (APPROXIMATE)
(MONT HS _ TO _) TREATMENT

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>VALUE</u>	<u>TREATMENT</u> Surrender
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Upon confirmation, pursuant to 11 U.S.C. § 1322 (b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F. will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the Trustee or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS-PAID DIRECT BY DEBTOR:

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>
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H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>TERM (APPROXIMATE)</u> (MONT HS _ TO _)	<u>TREATMENT</u>
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I. SPECIAL CLASS:

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>TERM (APPROXIMATE)</u> (MONT HS _ TO _)	<u>TREATMENT</u>
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JUSTIFICATION: _____

J. UNSECURED CREDITORS:

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>COMMENT</u>
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TOTAL SCHEDULED UNSECURED: \$ _____

The *Debtor's(s')* estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is ____%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

<u>§ 365 PARTY</u>	<u>ASSUME/REJECT</u>	<u>CURE AMOUNT</u>	<u>TERM (APPROXIMATE)</u>	<u>TREATMENT</u>
			(MONTHS __ TO __)	

**SECTION II
DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS
FORM REVISED 10/1/16**

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the *Trustee* to pay the *Base Amount*.

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("*AAPD*"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

D.(4) POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325 (a)(9) CLAIMS TO BE PAID BY THE TRUSTEE – NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, “Nonstandard Provisions.”

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the “SCHED. AMT.” shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the

executory contracts or unexpired leases with parties as indicated in Section 1, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

“TERM (APPROXIMATE)” as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, “Nonstandard Provisions.”

N. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s)* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST- CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st – Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd – Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd – Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th – Attorney Fees in C, which must be designated to be paid pro-rata.

5th – Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th – Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th – Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th – Any Creditors listed in D.(1), E.(1)(B) or E.(2)(B), if designated to be paid per mo.

9th – Any Creditors listed in D.(1), E.(1)(B) or E.(2)(B), if designated to be paid pro-rata.

10th – All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th – Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H., which must be designated to be paid pro-rata.

12th – Special Class in I, which must be designated to be paid per mo.

13th – Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th – Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th – Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th – Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th – Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. TRUSTEE’S RECOMMENDATION CONCERNING CLAIMS (“TRCC”) PROCEDURE:

See the provisions of the General Order regarding this procedure.

**SECTION III
NONSTANDARD PROVISIONS**

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

I, the undersigned, hereby certify that the Plan contains no nonstandard provisions other than those set out in this final paragraph.

Debtor’s(s’) Attorney

Debtor (if unrepresented by an attorney)

Debtor’s (s’) Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

Debtor's(s') Counsel

State Bar Number

Debtor

Joint Debtor

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I served the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) on the following entities in the method described below on the _____ day of _____, 20__:

(List each party served, specifying the name and address of each party and the method of service)

Dated: _____

Debtor or Debtor's(s') Counsel