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2018 Central States Bankruptcy Workshop

Consumer Track

Chapter 13 Hot Topics

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LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND ADMINISTRATIVE ORDER NO. 17-04

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN

IN RE:

S.S.# XXX-XX-_____
Debtor

and

S.S.# XXX-XX-_____
Joint-Debtor
Debtor(s)

CASE NO.
CHAPTER 13
JUDGE

PLAN SUMMARY

For informational purposes only.

ACP: _____ Months
Minimum Plan Length: _____ Months
Plan payment: \$ _____ per Month
Minimum dividend to Class 9 Creditors \$ _____
Percentage of Tax Refunds committed _____ %

CHAPTER 13 PLAN

[] Original OR [] Pre-Confirmation Modification # _____

I. NOTICES

TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. THIS PLAN MAY BE CONFIRMED AND BECOME BINDING WITHOUT FURTHER NOTICE OR HEARING UNLESS A TIMELY WRITTEN OBJECTION IS FILED. READ THIS DOCUMENT CAREFULLY AND CONSIDER SEEKING THE ADVICE OF AN ATTORNEY.

Debtor must check one box on each line to state whether or not the Plan includes each of the following items:		
A. Nonstandard Provisions set out in Section IV. Under Federal Rule of Bankruptcy Procedure 3015(c), a "nonstandard provision" means a provision that is not otherwise included in the approved form for a Chapter 13 Plan in the Eastern District of Michigan.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
B. A limit on the amount of a secured claim based on a valuation of the collateral for the claim.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
C. Avoidance of a security interest or lien.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
• IF AN ITEM IS CHECKED AS "NOT INCLUDED" OR IF BOTH BOXES ARE CHECKED, THE PROVISION IS VOID EVEN IF OTHERWISE INCLUDED IN THE PLAN.		
• ANY "NONSTANDARD PROVISION" THAT IS NOT SPECIFICALLY IDENTIFIED IN SECTION IV IS VOID.		

- IF THIS SECTION I INDICATES THAT THIS PLAN DOES NOT INCLUDE ANY “NONSTANDARD PROVISIONS”, ANY “NONSTANDARD PROVISIONS” IN THIS PLAN (INCLUDING ANY OTHERWISE SPECIFICALLY LISTED IN SECTION IV) ARE VOID.

THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFERENCE THE ADDITIONAL STANDARD PROVISIONS WHICH MAY BE FOUND AT WWW.13EDM.COM OR WWW.MIEB.USCOURTS.GOV OR FROM DEBTOR’S COUNSEL UPON WRITTEN REQUEST.

II. APPLICABLE COMMITMENT PERIOD; PLAN PAYMENTS; PLAN LENGTH; EFFECTIVE DATE AND ELIGIBILITY FOR DISCHARGE:

- A. ☐ Debtor’s Current Monthly Income exceeds the applicable State median income. Debtor’s Applicable Commitment Period is 60 months. Debtor’s Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.
- ☐ Debtor’s Current Monthly Income is less than or equal to the applicable State median income. Debtor’s Applicable Commitment Period is 36 months. Debtor’s Plan Length shall be ____ months from the date of entry of the Order Confirming Plan. **This is a minimum Plan length.** If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. *See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.*
- If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.
- B. Debtor’s Plan payment amount is \$_____ per month.
- C. Future Tax Refunds. *See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns.*

FOR CASES ASSIGNED TO BAY CITY DIVISION: *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

- ☐ Debtor’s Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
- ☐ Debtor’s Plan proposes less than a 100% dividend to unsecured creditors and debtor’s Schedule I *does not* include a pro-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
- ☐ Debtor’s Plan proposes less than a 100% dividend to unsecured creditors and debtor’s Schedule I *includes* a pro-ration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-ration shown in Schedule I.

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FOR CASES ASSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
2. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ratio for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a pro-ratio for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-ratio shown in Schedule I.

FOR CASES ASSIGNED TO FLINT DIVISION: Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
2. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ratio for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a pro-ratio for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration shown on Schedule I.

D. ☐ If the box to the immediate left is "checked", the debtor acknowledges that debtor **is not** eligible for a discharge pursuant to 11 USC §1328.

☐ If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor **is not** eligible for a discharge pursuant to 11 USC §1328.

E. ☐ If the box to the immediate left is "checked", the debtor or joint debtor is self-employed **AND** incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.

III. DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS: See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.

A. CLASS ONE – TRUSTEE FEES as determined by statute.

B. CLASS Two – ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:

1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:

- a. In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$_____ for services rendered plus \$_____ for costs advanced by Counsel, for total Attorney Fees and Costs of \$_____ through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$_____, will be paid as an Administrative Expense Claim; **or**

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- b. Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$_____ for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.

2. POST-CONFIRMATION ATTORNEY FEES: See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.

3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES: Debtor ☐ has retained or ☐ intends to retain the services of _____ (name of person to be retained) as _____ (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.

4. OTHER ADMINISTRATIVE EXPENSE CLAIMS: Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.

C. CLASS THREE – SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

Class 3.1 Liens to be Stripped. 11 USC §506(a).

<u>Creditor</u>	<u>Collateral</u>

Class 3.2 Judicial Liens and Non-Possessory, Non-Purchase Money Liens to be Avoided. 11 USC §522(f).

<u>Creditor</u>	<u>Collateral</u>

D. CLASS FOUR - SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).

Class 4.1 Continuing Payments on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>

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Class 4.2 Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee:
Those amounts which were due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Collateral</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>

Class 4.3 Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>

Class 4.4 Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Collateral</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>

E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. (See Paragraph H, Paragraph L, Paragraph O and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

Class 5.1 Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments.
11 USC §1325(a)(5)(B):

<u>Creditor/Collateral</u>	<u>Indicate if "crammed" *** or modified</u>	<u>Interest rate (Present Value Rate)</u>	<u>Total to be paid Including Interest</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>

*** See debtor's Schedule A/B for more information about values.

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Class 5.2 Secured Claims not excluded from 11 USC §506 *not* to be paid Equal Monthly Payments.
11 USC §1325(a)(5)(B):

<u>Creditor/Collateral</u>	Indicate if "crammed" *** <u>or</u> <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee

*** See debtor's Schedule A/B for more information about values.

Class 5.3 Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).

<u>Creditor/Collateral</u>	Indicate if <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid Including Interest	Monthly Payment	Direct or Via Trustee

Class 5.4 Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) *not* to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).

<u>Creditor/Collateral</u>	Indicate if "modified"	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee

CLASS 5.5 Surrender of collateral. (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

<u>Creditor Name</u>	<u>Description of Collateral</u>

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F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information).

Class 6.1 Continuing Lease/Contract Payments:

<u>Creditor</u>	<u>Property</u>	<u>Monthly Payment</u>	<u>Lease/Contract expiration date</u>	<u>Direct or Via Trustee</u>

Class 6.2 Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

<u>Creditor</u>	<u>Property</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>

Class 6.3 Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 Plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

<u>Creditor</u>	<u>Property</u>

G. CLASS SEVEN – PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

Class 7.1 Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

<u>Creditor</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>

Class 7.2 Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Direct or Via Trustee</u>

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Class 7.3 All Other Priority Unsecured Claims [11 USC §1322(a)(2)]

<u>Creditor</u>	<u>Amount</u>	<u>Direct or via Trustee</u>

H. CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1): *(To be paid by Trustee):*
(See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):

<u>Creditor</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Reason for Special Treatment</u>

I. CLASS NINE - GENERAL UNSECURED CLAIMS *(to be paid by Trustee): – See Paragraph N of the Additional Terms, Conditions and Provisions for additional information.*

- ☐ This Plan shall provide a total sum for distribution to creditors holding Class 9 General Unsecured claims in an amount that is not less than the Amount Available in Chapter 7 shown on Attachment 1, Liquidation Analysis and Statement of Value of Encumbered Property (the "Unsecured Base Amount"). This Plan shall provide either (i) the Unsecured Base Amount; or (ii) will continue for the full Plan Length as indicated in Paragraph II.A of this Plan, whichever yields the greater payment to Class 9 Unsecured Creditors. *See Attachment 2, Chapter 13 Model Worksheet, Line 8, for additional information concerning funds estimated to be available for payment to Class 9 Unsecured Creditors.*
- ☐ This Plan shall provide a dividend to holders of Class 9 General Unsecured Claims equal to 100% of allowed claims.

If neither box is checked or if both boxes are checked, then the Plan shall pay the Unsecured Base Amount.

- ☐ If the box to the immediate left is "checked", creditors holding claims in Class Seven, Eight and Nine shall receive interest on their allowed claims at the rate of ____% per annum as required by 11 USC §1325(a)(4).

IV. Nonstandard Plan Provisions:

• ANY "NONSTANDARD PROVISION" THAT IS NOT BOTH INCLUDED IN SECTION 1.A AND SPECIFICALLY STATED IN THIS SECTION IS VOID.

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____

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I, _____, Attorney for debtor (or debtor if not represented by an attorney),
certify that this Plan contains no “Nonstandard Provisions” other than those set out in Section IV above.

Attorney for Debtor

Debtor

Street Address

City, State and Zip Code

Joint Debtor

E-Mail Address

Phone Number

Date

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ATTACHMENT 1

LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE					
REAL ESTATE OTHER THAN PERSONAL RESIDENCE					
HHG/PERSONAL EFFECTS					
JEWELRY					
CASH/BANK ACCOUNTS					
VEHICLES					
OTHER (<i>itemize</i>)					
OTHER (<i>itemize</i>)					
OTHER (<i>itemize</i>)					

Amount available upon liquidation	\$	_____
.....		
Less administrative expenses and costs	\$	_____
.....		
Less priority claims	\$	_____
.....		
Amount Available in Chapter 7	\$	_____
.....		

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ATTACHMENT 2

CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M.

1. Proposed length of Plan: _____ months
2. Initial Plan payment:
\$_____ per month x _____ months = \$_____ (subtotal)
Step payment #1
\$_____ per month x _____ months = \$_____ (subtotal)
Step payment #2
\$_____ per month x _____ months = \$_____ (subtotal)
3. Additional payments: \$_____ per _____ = \$_____ (subtotal)
4. Lump sum payments = \$_____ (subtotal)
5. Total to be paid into Plan (total of lines 2 through 4) \$_____
6. Estimated disbursements other than to Class 9 General Unsecured Creditors
 - a. Estimated Trustee Fees \$_____
 - b. Estimated Attorney Fees and costs through confirmation of Plan \$_____
 - c. Estimated Attorney Fees and costs post-confirmation through duration of Plan \$_____
 - d. Estimated fees of other Professionals \$_____
 - e. Total mortgage and other continuing secured debt payments \$_____
 - f. Total non-continuing secured debt payments (including interest) \$_____
 - g. Total priority claims \$_____
 - h. Total arrearage claims \$_____
7. Total disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h) \$_____
8. Funds *estimated* to be available for Class 9 General Unsecured Creditors (Line 5 minus Line 7) \$_____
9. Estimated dividend to Class 9 General Unsecured Creditors in Chapter 7 proceeding (see Liquidation Analysis) \$_____

Comments:

V. ADDITIONAL STANDARD PROVISIONS

THE FOLLOWING STANDARD PROVISIONS ARE APPLICABLE TO ALL PLANS AND PRE-CONFIRMATION MODIFIED PLANS FILED ON OR AFTER DECEMBER 1, 2017, IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN

- A. **DEBTOR'S OBLIGATION TO REMIT TAX REFUNDS:** Debtor shall not alter any withholding deductions/exemptions without Court approval. If the Internal Revenue Service or any State taxing authority remits to the Trustee any sum which the debtor is not required to remit pursuant to this Plan, then upon written request of the debtor and concurrence of the Trustee, the Trustee shall be authorized to refund those sums to the debtor from funds first available without further motion, notice or Order of Court. The Trustee shall not be required to recoup or recover funds disbursed to creditors prior to receipt of the debtor's written request.

If debtor is married and debtor's spouse is not a joint-debtor in this case, debtor's Tax Refund(s) for any calendar year shall be 50% of the aggregate net Tax Refunds received by debtor and debtor's non-filing spouse, regardless of whether debtor and spouse file a joint tax return or file separate tax returns.

- B. **ALLOWANCE AND PAYMENT OF PRE-CONFIRMATION ATTORNEY FEES:** If Class 2.1 of the Plan indicates that Counsel intends to file a Separate Application for compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330, the Trustee shall withhold the amount designated in Class 2.1 from funds remaining after payment of claims required to be paid prior to attorney fees pending further Order of Court.

- C. **RETENTION AND COMPENSATION OF OTHER PROFESSIONALS FOR POST-PETITION PRE-CONFIRMATION SERVICES:** If Class 2.3 indicates that debtor has retained or intends to retain the services of any Professional (as that term is defined in 11 USC §327) to perform professional services after the commencement of this case, debtor will file a timely Application to Employ Professional Person stating the identity of the person to be retained and the capacity or purpose for retention, accompanied by a Certification of Disinterestedness signed by the Professional and obtain Court permission to retain the Professional. The Professional may seek compensation in an amount not to exceed \$400.00 by filing a Proof of Claim designated as an Administrative Expense without further notice, hearing or Order of Court. If the Professional seeks compensation in excess of \$400.00, the Professional shall file an Application for Compensation for services rendered pursuant to 11 USC §327.

- D. **POST-CONFIRMATION ATTORNEY FEES & COSTS BY SEPARATE APPLICATION:** Counsel reserves the right to file Applications for compensation for services rendered subsequent to the Confirmation of this Plan. Upon entry of an Order Awarding Post Confirmation Attorney Fees, if debtor's Plan will not complete within 60 months of the date of the Order Confirming Plan, all unpaid Attorney Fees and costs shall be paid by the Trustee only after a Plan modification that allows debtor's Plan to complete within 60 months from the date of the Order Confirming Plan is approved with notice as is appropriate to the parties interested.

- E. **PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS:** Administrative Expense Claims as defined in 11 USC §503, other than those claims provided for in Paragraphs B, C and D of these Additional Terms, Conditions and Provisions, will be deemed allowed and will be paid only upon entry of a specific Order of this Court determining the allowance and amount of that claim.

- F. **ORDER OF PAYMENT OF CLAIMS:** All claims for which this Plan proposes payment through the Trustee shall be paid in the following order to the extent that funds are available:

- Level 1: Class 1
- Level 2: Class 5.1, 5.3 and 6.1
- Level 3: Class 2.1 and 2.3
- Level 4: Class 2.2 and 2.4
- Level 5: Classes 4.1 and 4.3
- Level 6: Classes 4.2, 4.4, 5.2, 5.4 and 6.2
- Level 7: Class 7
- Level 8: Classes 3.1, 3.2, 5.5, 6.3, 8 and 9.

Each level shall be paid as provided in this Plan before any disbursements are made to any subordinate class. If there are not sufficient funds to pay all claims within a level, then the claims in that level shall be paid *pro rata*.

- G. **SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED:** Claims for which the creditor holds a lien that is listed as "Stripped" in Class 3.1 or "Avoided" in Class 3.2 are avoided and will be paid as a General Unsecured Creditor as provided in Class 9 of the Plan. Upon completion of the Plan, the creditor will record a Satisfaction of the Lien in the applicable Public Records to discharge and release the lien. If the creditor fails to do so, the debtor may file a motion for an order declaring that the lien has been satisfied by completion of the confirmed Plan, which the debtor may then have certified and recorded in the applicable Public Records.
- H. **CLASS 5.1, CLASS 5.3 AND CLASS 6.1 CREDITORS SPECIFIED TO RECEIVE EQUAL MONTHLY PAYMENTS:** Creditors identified in Class 5.1, Class 5.3, and Class 6.1 will receive Equal Monthly Payments to the extent funds are available at the date of each disbursement. If more than one creditor is scheduled in Class 5.1, Class 5.3, and Class 6.1 and the funds available in any disbursement are insufficient to pay the full Equal Monthly Payments to all of the listed creditors, payments shall be made on a *pro rata* basis determined by the ratio of the Equal Monthly Payment specified to each creditor to the total amount of Equal Monthly Payments to all creditors scheduled in Class 5.1, Class 5.3, and Class 6.1. The amount of the Equal Monthly Payment to any creditor shall be the amount stated in Class 5.1, Class 5.3, and Class 6.1 as may be applicable and the amount of the Equal Monthly Payment specified in the Plan will supersede any monthly payment amount specified in a Proof of Claim at variance with the Equal Monthly Payment amount set forth in the Plan unless otherwise Ordered by the Court.
- The monthly post-confirmation disbursement to any creditor designated in Class 5.1, Class 5.3, and Class 6.1 will not exceed the Equal Monthly Payment amount for that creditor for the month in which disbursement is being made plus any previously unpaid Equal Monthly Payments accruing before the date of disbursement.
- I. **APPLICATION OF DISBURSEMENTS BY CREDITORS:** Creditors shall apply all disbursements under the Plan only in the manner consistent with the terms of the Plan and to the account(s) or obligation(s) as designated on the voucher or check provided to the Creditor with each disbursement.
- J. **COMPLETION OF PLAN:** For purposes of 11 USC §1328, the debtor shall be deemed to have completed all payments under the Plan:
1. Upon the expiration of the Plan Length as defined in Paragraph II.A of the Plan commencing on the date of entry of the Order Confirming Plan; **and**
 2. Debtor has remitted all Plan payments (as defined in Paragraph II.A and II.B of the Plan) coming due after the date of entry of the Order Confirming Plan; **and**
 3. Debtor has remitted all Federal Income Tax Refunds as required by Paragraph II.C of the Plan and Paragraph A of these Additional Terms, Conditions and Provisions; **and**
 4. Debtor has remitted a sum sufficient to pay all allowed claims as amended and/or supplemented as provided in the Plan.
- K. **EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES:**
1. Any executory contract or unexpired lease not expressly assumed in Class 6.1 or in the Order Confirming Plan shall be deemed rejected effective as of the Effective Date of this Plan.
 2. Upon rejection of any Executory Contract or Unexpired Lease, the property and debtor's interest in the rejected executory contract or unexpired lease will no longer be property of the estate and the stay under 11 USC §362(a) and the co-debtor stay under 11 USC §1301 shall automatically terminate as to such property. Any claims arising from the rejection of an executory contract or unexpired lease shall be treated as a general unsecured claim in Class Nine, subject to further Order of Court.
 3. For all assumed executory contracts and unexpired leases, confirmation of this Plan shall constitute a finding that this Plan complies with all requirements for assumption of the executory contracts and unexpired leases being assumed, including all requirements set forth in 11 USC §365(b).
 4. Upon the termination of the Lease (whether as a result of the expiration of the contractual lease term, repossession of the property which is the subject of the Lease, or otherwise), the Lessor shall have the right to file a Supplemental Claim for any damages or charges permitted under or pursuant to the Lease.
 5. If Class 6.1 provides for the Continuing Lease/Contract Payments to be made by the Trustee, the Supplemental Claim as filed and allowed shall be paid by the Trustee over the remaining term of the Plan.

6. If Class 6.1 provides for the Continuing Lease Payments to be made directly by the debtor to the Lessor, the Supplemental Claim as filed and allowed shall be paid directly by the debtor to the creditor over the remaining term of the Plan. If there is a balance outstanding on the supplemental claim as of the completion of debtor's confirmed Chapter 13 Plan, this balance shall not prevent or preclude the entry of a discharge in this case; instead, this balance shall be deemed non-dischargeable and debtor shall be responsible for payment of the remaining balance of the Supplemental Claim following the entry of a Discharge.

L. SECURED CLAIMS – POST-PETITION FEES, COSTS AND CHARGES:

1. Any Supplement to Claim that is filed with the Court as to which there is no objection filed or as to which any objection has been overruled, shall be deemed allowed.
2. If Class 4.1, 4.3, 5.1, 5.2, 5.3 or 5.4 provides for the Creditor's Secured Claim to be paid by the Trustee, the Supplement to Claim as filed and allowed shall be paid by the Trustee over the remaining term of the Plan.
3. If Class 4.1, 4.3, 5.1, 5.2, 5.3 or 5.4 provides for the Creditor's Secured Claim to be paid directly by the debtor to the creditor, the Supplement to Claim as filed and allowed shall be paid directly by the debtor to the creditor before completion of the Plan. If there is a balance outstanding on the Supplement to Claim as of the completion of debtor's confirmed Chapter 13 Plan, this balance shall not prevent or preclude the entry of a discharge in this case; instead, any unpaid balance shall be non-dischargeable.

M. SEPARATELY CLASSIFIED UNSECURED CLAIMS: Claims classified as "Separately Classified Unsecured Claims" are unsecured claims that qualify for discriminatory and preferred treatment pursuant to 11 USC §1322(b)(1). The basis for separate classification is specified in Paragraph III.H of the Plan. Each Separately Classified Unsecured Claims shall receive payments that total 100% of the allowed amount of the claim plus interest if specified in Class Eight of the Plan. *See also Paragraph F of the Additional Terms, Conditions and Provisions for additional information concerning the timing of payments to be made on these claims.*

N. GENERAL UNSECURED CREDITORS: Unless Class 9 of the Plan provides a dividend to holders of General Unsecured Claims equal to 100% of allowed claims, the Plan shall produce a total sum for distribution to General Unsecured Creditors (the "Unsecured Base Amount"). The Unsecured Base Amount shall be not less than the aggregate amount which creditors in this class would have received had the estate of the debtor been liquidated under Chapter 7 of Title 11, United States Code. *See 11 USC §1325(a)(4).* Each holder of a duly filed and allowed General Unsecured Claim shall receive the holder's *pro rata* share of the Unsecured Base Amount, based on the creditor's claim as a fraction of the total General Unsecured Claims duly filed and allowed. The *pro rata* dividend for each holder of an allowed unsecured claim will be calculated by the Trustee upon review of allowed claims.

This Plan shall provide either the total Unsecured Base Amount or shall continue for the Plan Length as stated in Paragraph II.A of the Plan, whichever will offer the greater dividend to general unsecured creditors.

O. VESTING, POSSESSION OF ESTATE PROPERTY AND LIEN RETENTION: Upon the Effective Date of the Plan, all property of the estate shall vest in the debtor and shall cease to be property of the estate. The debtor shall remain in possession of all property during the pendency of this case unless specifically provided herein, and shall not seek to sell, transfer or otherwise dispose of such property (except in the ordinary course of debtor's business) without prior Court approval.

P. SURRENDER OF COLLATERAL: Those claims that are treated pursuant to 11 USC §1325(a)(5)(C) (surrender of collateral) are so designated in Class 5.5 of the Plan. Upon confirmation, the Automatic Stay and co-debtor Stay is lifted as to the collateral and any creditor holding a lien on the collateral and the collateral shall no longer constitute property of the estate. No disbursements shall be made by the Trustee to any creditor whose claim is secured by the collateral being surrendered unless the holder of such claim files a Proof of Claim (or Amended Proof of Claim) after the Effective Date of the Plan setting forth the amount of any deficiency remaining after disposition of the collateral. Any allowed deficiency claim shall be paid as a general unsecured claim in Class 9 of the Plan. *See Federal Rule of Bankruptcy Procedure 3002.1.*

Q. PROHIBITION AGAINST INCURRING POST-PETITION DEBT: While this case is pending, the debtor shall not incur a debt in excess of \$2,000.00 without first obtaining approval of either this Court or of the Chapter 13 Trustee. If the Chapter 13 Trustee stipulates to entry of an Order allowing debtor to incur post-petition debt, debtor shall be permitted to file the Stipulation signed by the Trustee and to submit an Order to the Court on an *ex parte* basis without notice to creditors or other parties in interest.

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- R. **UNSCHEDULED CLAIMS**: If an unscheduled proof of claim is filed, the Trustee is authorized to exercise sole discretion to classify the claim into one of the existing classes under this Plan and to schedule the claim for payment within that class, without prejudice to debtor's right to object to the allowance of the claim and/or to modify the Plan to provide a different treatment.
- S. **PROOFS OF CLAIM FILED AT VARIANCE WITH THE PLAN**: In the event that a Proof of Claim is filed and allowed that is at variance with the provisions of this Plan, the following method is to be employed to resolve the conflict:
1. Regarding claims for which the Plan does not propose a "cramdown" or modification, the Proof of Claim shall supersede the Plan as to the claim amount, percentage rate of interest, monthly payments, valuation of collateral and classification of the claim.
 2. As to claims for which the Plan proposes a "cramdown" or modification, the Proof of Claim governs only as to the claim amount. The Plan governs valuation, interest rate and any other contractual term.
 3. If a Proof of Claim is filed that is at variance with this Plan or related schedules, the Trustee shall automatically treat that claim as the holder indicated, unless provided otherwise in the confirmed Plan; these Additional Terms, Conditions and Provisions; or by Order of Court.
 4. As to claims specified in Class 3.1 or Class 3.2 (Secured Claims to be Stripped or Avoided), the Proof of Claim shall control only as to the allowed amount of the claim. *See also Paragraph G of the Additional Terms, Conditions and Provisions for additional information concerning payments to be made on these claims.*
- T. **TAX RETURNS AND TAX SET-OFFS**: All Tax Returns which have become due prior to the filing of the Plan have been filed. The Internal Revenue Service and the United States Department of Treasury are prohibited from setting off against post-petition Tax Refunds for payment of pre-petition tax obligations.
- U. **DEBTOR DUTY TO MAINTAIN INSURANCE – REMEDY FOR FAILURE TO MAINTAIN INSURANCE**: Debtor shall maintain all insurance required by law and contract upon property of the estate and the debtor's property. After confirmation of this Plan, if the debtor fails to maintain insurance as required by law or contract, any party in interest may submit a notice of default, served on debtor, debtor's counsel and the Chapter 13 Trustee, permitting 10 days from service of the notice in which to cure the default. If the default is not cured within the time permitted, the party in interest may submit an Order Granting Relief from the Automatic Stay as to the collateral to the Court along with an affidavit attesting to the debtor's failure to cure, and the Stay may thereafter be lifted without further motion, notice or hearing.
- V. **SECURED CREDITORS, LESSORS AND PARTIES TO EXECUTORY CONTRACTS UPON ENTRY OF ORDER LIFTING AUTOMATIC STAY**: Any secured creditor and any party to an assumed executory contract or unexpired lease as to whom the Automatic Stay is lifted shall not receive any further disbursements until a Proof of Claim for the balance remaining after liquidation of the collateral is filed.
- W. **PROVIDING FUTURE TAX RETURNS TO TRUSTEE**: Debtor shall timely file each Federal Income Tax Return required to be filed under applicable law during the pendency of this case, and shall provide to the Trustee a copy of each Return at the same time the Return is filed with the taxing authority.
- X. **DEADLINES IN EVENT OF CONVERSION**: In the event of conversion of this case to a case under Chapter 7 of the United States Bankruptcy Code, the rights of the Chapter 7 Trustee and all creditors (including but not limited to the right to object to exemptions and the right to object to discharge pursuant to 11 USC §727 and/or dischargeability pursuant to 11 USC §523) will be determined as if the Petition was filed on the date of conversion. The date of the Order converting this case to one under Chapter 7 will be treated as the date of the Order For Relief and all applicable deadlines shall be determined as if the post-conversion Meeting of Creditors pursuant to 11 USC §341 was the initial Meeting of Creditors.
- Y. **OBJECTIONS TO PROOFS OF CLAIM**: Any party in interest shall have the right to object to Proofs of Claim. Confirmation of this Plan shall not constitute a waiver of any objection and shall not constitute or have any *res judicata* or collateral estoppel effect on or against any objection to Proof of Claim. If any objection to Proof of Claim is filed and sustained, in whole or in part, after the Trustee has begun making disbursements under this Plan as confirmed, Trustee shall have no obligation or duty to recoup any payments or disbursements made to the creditor whose Proof of Claim was the subject of the objection.
- Z. **CREDITOR'S AUTHORIZATION TO CONTACT DEBTOR**: Notwithstanding the provisions of the Automatic Stay and co-debtor Stay, creditors holding claims in Classes 4 and 5 for which the debtor proposes to retain the collateral and parties to any assumed unexpired lease or executory contract in Class 6 may contact debtor for purposes of sending periodic statements and annual or periodic summaries of accounts including but not limited to account reconciliations pursuant to the Real Estate Settlement Procedures Act.

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- AA. **IDENTITY OF DISBURSING AGENT:** All claims in all classes of creditors shall be paid by the Trustee as Disbursing Agent except those claims which are specified to be paid directly by either the debtor or a third party, in which event the debtor or third party making those payments shall be the Disbursing Agent for those claims.
- BB. **SPECIAL PROVISIONS APPLICABLE TO GOVERNMENTAL UNITS RESPONSIBLE FOR ENFORCING DOMESTIC SUPPORT OBLIGATIONS:** Notwithstanding the provisions of 11 USC §362 and §1327, the Automatic Stay is modified to permit any governmental unit or agency responsible for enforcing a domestic support obligation to send notices, to take other actions to the extent not inconsistent with the terms of the Plan, and to collect domestic support obligations from property that is not property of the estate.
- CC. **PRE- AND POST-PETITION LITIGATION AND CAUSES OF ACTION:** Debtor and the Chapter 13 Trustee shall have concurrent standing to prosecute all Pre- and Post-Petition causes of action, including but not limited to actions arising under Title 11, United States Code. Any compromise or settlement of any litigation or cause of action shall be subject to the provisions of Federal Rule of Bankruptcy Procedure 9019. Any proceeds or damages recovered by or on behalf of the debtor shall be retained pending Order of the Bankruptcy Court.
- DD. **SUBSTANTIVE CONSOLIDATION OF JOINTLY FILED CASES:** If this case has been filed jointly by a husband and wife pursuant to 11 USC §302, entry of an Order Confirming Plan shall also constitute an Order for Substantive Consolidation of the debtors.
- EE. **NON-APPLICABILITY OF FEDERAL RULE OF BANKRUPTCY PROCEDURE 3002.1:** The requirements and provisions of Federal Rule of Bankruptcy Procedure 3002.1 shall not apply to any property that the Plan as confirmed surrenders to the Creditor as provided in 11 USC §1325(a)(5)(C); or to any property as to which the Automatic Stay is lifted for purposes of allowing the secured creditor to exercise rights and remedies pursuant to applicable State Law, regardless of whether the Order Lifting Automatic Stay is entered before or after entry of an Order Confirming the Plan.
- FF. **TIME TO CURE PARAMOUNT:** For any class of claims where the Months to Cure From Confirmation Date may be specified, if the Plan does not specify the number of months to cure, the Months to Cure From Confirmation Date shall be the Plan Length specified in Paragraph II.A of the Plan. For any class of claims or creditors for which the Plan specifies an Estimated Average Monthly Payment that is inconsistent with or contradicts the Months to Cure From Confirmation Date, the Months to Cure From Confirmation Date controls. The Chapter 13 Trustee is authorized to make any changes to the amount of disbursements to the creditor to implement this provision.
- GG. **SECURED CLAIMS EXCLUDED FROM 11 USC § 506 BY THE "HANGING PARAGRAPH" AT THE END OF 11 USC §1325 (a)(9):** Claims treated in Class 5.3 or Class 5.4 are claims that were either (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor, or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

FILED
2017 OCT 24 P 4:11

U.S. BANKRUPTCY COURT
E.D. MICHIGAN-DETROIT

In re:

The Administration of the
United States Bankruptcy Court
for the Eastern District of Michigan

Administrative Order
No. 17-04

**ADMINISTRATIVE ORDER ADOPTING
LOCAL FORM FOR A CHAPTER 13 PLAN**

On December 1, 2017, an amendment to Federal Rule of Bankruptcy Procedure 3015(c) will become effective. The amendment requires all bankruptcy courts to use a new Official Form 113 for a Chapter 13 plan, but permits an exception to this requirement if a bankruptcy court adopts its own local form for a Chapter 13 plan that complies with new Fed. R. Bankr. P. 3015.1, which will also become effective December 1, 2017.

The Bankruptcy Court for the Eastern District of Michigan has decided to adopt a local form pursuant to Fed. R. Bankr. P. 3015(c).

On August 22, 2017, the Court issued a notice of request for public comments regarding a proposed local form. The period for public comments expired on September 25, 2017. The Court has reviewed all of the public comments that it received. Based on the Court's review of amended Fed. R.

Bankr. P. 3015(c), new Fed. R. Bankr. P. 3015.1, the Court's historical experience with the model plan that has been used in our Court since January 1, 2013, comments from the Chapter 13 Trustees in our district, and public comments that were received in response to the August 22, 2017 notice, the Court has finalized a local form that complies with new Fed. R. Bankr. P. 3015.1. Accordingly,

IT IS HEREBY ORDERED that the Court adopts the local form ("Local Form") for a Chapter 13 plan attached to this order.

IT IS FURTHER ORDERED that the Local Form is the only form that is permitted to be used for a Chapter 13 plan filed in the Eastern District of Michigan on or after December 1, 2017, regardless of the date that the case was filed, and regardless of whether the case was filed in Detroit, Flint or Bay City.

IT IS FURTHER ORDERED that this order abrogates Guideline 8, Procedure for Lien Strip of a Junior Mortgage in Chapter 13, and Guideline 10, New Chapter 13 Model Plan, effective December 1, 2017.



PHILLIP J. SHEFFERLY, Chief Judge
United States Bankruptcy Court

Dated: October 24, 2017

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LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND ADMINISTRATIVE ORDER NO. 17-04

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN

IN RE:

S.S.# XXX-XX-_____
Debtor

and

S.S.# XXX-XX-_____
Joint-Debtor
Debtor(s)

CASE NO.
CHAPTER 13
JUDGE

PLAN SUMMARY

For informational purposes only.

ACP: _____ Months
Minimum Plan Length: _____ Months
Plan payment: \$ _____ per Month
Minimum dividend to Class 9 Creditors \$ _____
Percentage of Tax Refunds committed _____ %

CHAPTER 13 PLAN

[] Original OR [] Pre-Confirmation Modification # _____

I. NOTICES

TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. THIS PLAN MAY BE CONFIRMED AND BECOME BINDING WITHOUT FURTHER NOTICE OR HEARING UNLESS A TIMELY WRITTEN OBJECTION IS FILED. READ THIS DOCUMENT CAREFULLY AND CONSIDER SEEKING THE ADVICE OF AN ATTORNEY.

Debtor must check one box on each line to state whether or not the Plan includes each of the following items:		
A. Nonstandard Provisions set out in Section IV. Under Federal Rule of Bankruptcy Procedure 3015(c), a "nonstandard provision" means a provision that is not otherwise included in the approved form for a Chapter 13 Plan in the Eastern District of Michigan.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
B. A limit on the amount of a secured claim based on a valuation of the collateral for the claim.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
C. Avoidance of a security interest or lien.	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
<ul style="list-style-type: none">IF AN ITEM IS CHECKED AS "NOT INCLUDED" OR IF BOTH BOXES ARE CHECKED, THE PROVISION IS VOID EVEN IF OTHERWISE INCLUDED IN THE PLAN.		
<ul style="list-style-type: none">ANY "NONSTANDARD PROVISION" THAT IS NOT SPECIFICALLY IDENTIFIED IN SECTION IV IS VOID.		

- IF THIS SECTION I INDICATES THAT THIS PLAN DOES NOT INCLUDE ANY "NONSTANDARD PROVISIONS", ANY "NONSTANDARD PROVISIONS" IN THIS PLAN (INCLUDING ANY OTHERWISE SPECIFICALLY LISTED IN SECTION IV) ARE VOID.

THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFERENCE THE ADDITIONAL STANDARD PROVISIONS WHICH MAY BE FOUND AT WWW.13EDM.COM OR WWW.MIEB.USCOURTS.GOV OR FROM DEBTOR'S COUNSEL UPON WRITTEN REQUEST.

II. APPLICABLE COMMITMENT PERIOD; PLAN PAYMENTS; PLAN LENGTH; EFFECTIVE DATE AND ELIGIBILITY FOR DISCHARGE:

- A. ☐ Debtor's Current Monthly Income exceeds the applicable State median income. Debtor's Applicable Commitment Period is 60 months. Debtor's Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.
- ☐ Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be ____ months from the date of entry of the Order Confirming Plan. **This is a minimum Plan length.** If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.
- If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.
- B. Debtor's Plan payment amount is \$_____ per month.
- C. Future Tax Refunds. See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns.

FOR CASES ASSIGNED TO BAY CITY DIVISION: Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
2. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a pro-ration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-ration shown in Schedule I.

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FOR CASES ASSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
2. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ratio for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a pro-ratio for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-ratio shown in Schedule I.

FOR CASES ASSIGNED TO FLINT DIVISION: Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
2. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ratio for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a pro-ratio for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration shown on Schedule I.

D. ☐ If the box to the immediate left is "checked", the debtor acknowledges that debtor **is not** eligible for a discharge pursuant to 11 USC §1328.

☐ If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor **is not** eligible for a discharge pursuant to 11 USC §1328.

E. ☐ If the box to the immediate left is "checked", the debtor or joint debtor is self-employed **AND** incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.

III. DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS: See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.

A. CLASS ONE – TRUSTEE FEES as determined by statute.

B. CLASS Two – ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:

1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:

- a. In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$_____ for services rendered plus \$_____ for costs advanced by Counsel, for total Attorney Fees and Costs of \$_____ through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$_____, will be paid as an Administrative Expense Claim; **or**

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- b. Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$_____ for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.

2. POST-CONFIRMATION ATTORNEY FEES: See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.

3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES: Debtor ☐ has retained or ☐ intends to retain the services of _____ (name of person to be retained) as _____ (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.

4. OTHER ADMINISTRATIVE EXPENSE CLAIMS: Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.

C. CLASS THREE – SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

Class 3.1 Liens to be Stripped. 11 USC §506(a).

<u>Creditor</u>	<u>Collateral</u>

Class 3.2 Judicial Liens and Non-Possessory, Non-Purchase Money Liens to be Avoided. 11 USC §522(f).

<u>Creditor</u>	<u>Collateral</u>

D. CLASS FOUR - SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).

Class 4.1 Continuing Payments on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>

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Class 4.2 Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee:
Those amounts which were due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Collateral</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>

Class 4.3 Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>

Class 4.4 Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Collateral</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>

E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. (See Paragraph H, Paragraph L, Paragraph O and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

Class 5.1 Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments.
11 USC §1325(a)(5)(B):

<u>Creditor/Collateral</u>	<u>Indicate if "crammed" *** or modified</u>	<u>Interest rate (Present Value Rate)</u>	<u>Total to be paid Including Interest</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>

*** See debtor's Schedule A/B for more information about values.

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Class 5.2 Secured Claims not excluded from 11 USC §506 *not* to be paid Equal Monthly Payments.
11 USC §1325(a)(5)(B):

<u>Creditor/Collateral</u>	Indicate if "crammed" *** <u>or</u> <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee

*** See debtor's Schedule A/B for more information about values.

Class 5.3 Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).

<u>Creditor/Collateral</u>	Indicate if <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid Including Interest	Monthly Payment	Direct or Via Trustee

Class 5.4 Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) *not* to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).

<u>Creditor/Collateral</u>	Indicate if "modified"	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee

CLASS 5.5 Surrender of collateral. (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

<u>Creditor Name</u>	<u>Description of Collateral</u>

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F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information).

Class 6.1 Continuing Lease/Contract Payments:

<u>Creditor</u>	<u>Property</u>	<u>Monthly Payment</u>	<u>Lease/Contract expiration date</u>	<u>Direct or Via Trustee</u>

Class 6.2 Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

<u>Creditor</u>	<u>Property</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>

Class 6.3 Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 Plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

<u>Creditor</u>	<u>Property</u>

G. CLASS SEVEN – PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

Class 7.1 Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

<u>Creditor</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>

Class 7.2 Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Direct or Via Trustee</u>

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Class 7.3 All Other Priority Unsecured Claims [11 USC §1322(a)(2)]

<u>Creditor</u>	<u>Amount</u>	<u>Direct or via Trustee</u>

- H. **CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1):** *(To be paid by Trustee):*
(See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):

<u>Creditor</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Reason for Special Treatment</u>

- I. **CLASS NINE - GENERAL UNSECURED CLAIMS** *(to be paid by Trustee):* – See Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

- ☐ This Plan shall provide a total sum for distribution to creditors holding Class 9 General Unsecured claims in an amount that is not less than the Amount Available in Chapter 7 shown on Attachment 1, Liquidation Analysis and Statement of Value of Encumbered Property (the "Unsecured Base Amount"). This Plan shall provide either (i) the Unsecured Base Amount; or (ii) will continue for the full Plan Length as indicated in Paragraph II.A of this Plan, whichever yields the greater payment to Class 9 Unsecured Creditors. See Attachment 2, Chapter 13 Model Worksheet, Line 8, for additional information concerning funds estimated to be available for payment to Class 9 Unsecured Creditors.
- ☐ This Plan shall provide a dividend to holders of Class 9 General Unsecured Claims equal to 100% of allowed claims.

If neither box is checked or if both boxes are checked, then the Plan shall pay the Unsecured Base Amount.

- ☐ If the box to the immediate left is "checked", creditors holding claims in Class Seven, Eight and Nine shall receive interest on their allowed claims at the rate of ____% per annum as required by 11 USC §1325(a)(4).

IV. **Nonstandard Plan Provisions:**

• ANY "NONSTANDARD PROVISION" THAT IS NOT BOTH INCLUDED IN SECTION 1.A AND SPECIFICALLY STATED IN THIS SECTION IS VOID.

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____

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I, _____, Attorney for debtor (or debtor if not represented by an attorney),
certify that this Plan contains no “Nonstandard Provisions” other than those set out in Section IV above.

Attorney for Debtor

Debtor

Street Address

City, State and Zip Code

Joint Debtor

E-Mail Address

Phone Number

Date

2018 CENTRAL STATES BANKRUPTCY WORKSHOP

ATTACHMENT 1

LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE					
REAL ESTATE OTHER THAN PERSONAL RESIDENCE					
HHG/PERSONAL EFFECTS					
JEWELRY					
CASH/BANK ACCOUNTS					
VEHICLES					
OTHER (<i>itemize</i>)					
OTHER (<i>itemize</i>)					
OTHER (<i>itemize</i>)					

Amount available upon liquidation	\$	_____
.....		
Less administrative expenses and costs	\$	_____
.....		
Less priority claims	\$	_____
.....		
Amount Available in Chapter 7	\$	_____
.....		

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ATTACHMENT 2

CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M.

1. Proposed length of Plan: _____ months
2. Initial Plan payment:
\$_____ per month x _____ months = \$_____ (subtotal)
Step payment #1
\$_____ per month x _____ months = \$_____ (subtotal)
Step payment #2
\$_____ per month x _____ months = \$_____ (subtotal)
3. Additional payments: \$_____ per _____ = \$_____ (subtotal)
4. Lump sum payments = \$_____ (subtotal)
5. Total to be paid into Plan (total of lines 2 through 4) \$_____
6. Estimated disbursements other than to Class 9 General Unsecured Creditors
 - a. Estimated Trustee Fees \$_____
 - b. Estimated Attorney Fees and costs through confirmation of Plan \$_____
 - c. Estimated Attorney Fees and costs post-confirmation through duration of Plan \$_____
 - d. Estimated fees of other Professionals \$_____
 - e. Total mortgage and other continuing secured debt payments \$_____
 - f. Total non-continuing secured debt payments (including interest) \$_____
 - g. Total priority claims \$_____
 - h. Total arrearage claims \$_____
7. Total disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h) \$_____
8. Funds *estimated* to be available for Class 9 General Unsecured Creditors (Line 5 minus Line 7) \$_____
9. Estimated dividend to Class 9 General Unsecured Creditors in Chapter 7 proceeding (see Liquidation Analysis) \$_____

Comments:

V. ADDITIONAL STANDARD PROVISIONS

THE FOLLOWING STANDARD PROVISIONS ARE APPLICABLE TO ALL PLANS AND PRE-CONFIRMATION MODIFIED PLANS FILED ON OR AFTER DECEMBER 1, 2017, IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN

- A. **DEBTOR'S OBLIGATION TO REMIT TAX REFUNDS:** Debtor shall not alter any withholding deductions/exemptions without Court approval. If the Internal Revenue Service or any State taxing authority remits to the Trustee any sum which the debtor is not required to remit pursuant to this Plan, then upon written request of the debtor and concurrence of the Trustee, the Trustee shall be authorized to refund those sums to the debtor from funds first available without further motion, notice or Order of Court. The Trustee shall not be required to recoup or recover funds disbursed to creditors prior to receipt of the debtor's written request.

If debtor is married and debtor's spouse is not a joint-debtor in this case, debtor's Tax Refund(s) for any calendar year shall be 50% of the aggregate net Tax Refunds received by debtor and debtor's non-filing spouse, regardless of whether debtor and spouse file a joint tax return or file separate tax returns.

- B. **ALLOWANCE AND PAYMENT OF PRE-CONFIRMATION ATTORNEY FEES:** If Class 2.1 of the Plan indicates that Counsel intends to file a Separate Application for compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330, the Trustee shall withhold the amount designated in Class 2.1 from funds remaining after payment of claims required to be paid prior to attorney fees pending further Order of Court.

- C. **RETENTION AND COMPENSATION OF OTHER PROFESSIONALS FOR POST-PETITION PRE-CONFIRMATION SERVICES:** If Class 2.3 indicates that debtor has retained or intends to retain the services of any Professional (as that term is defined in 11 USC §327) to perform professional services after the commencement of this case, debtor will file a timely Application to Employ Professional Person stating the identity of the person to be retained and the capacity or purpose for retention, accompanied by a Certification of Disinterestedness signed by the Professional and obtain Court permission to retain the Professional. The Professional may seek compensation in an amount not to exceed \$400.00 by filing a Proof of Claim designated as an Administrative Expense without further notice, hearing or Order of Court. If the Professional seeks compensation in excess of \$400.00, the Professional shall file an Application for Compensation for services rendered pursuant to 11 USC §327.

- D. **POST-CONFIRMATION ATTORNEY FEES & COSTS BY SEPARATE APPLICATION:** Counsel reserves the right to file Applications for compensation for services rendered subsequent to the Confirmation of this Plan. Upon entry of an Order Awarding Post Confirmation Attorney Fees, if debtor's Plan will not complete within 60 months of the date of the Order Confirming Plan, all unpaid Attorney Fees and costs shall be paid by the Trustee only after a Plan modification that allows debtor's Plan to complete within 60 months from the date of the Order Confirming Plan is approved with notice as is appropriate to the parties interested.

- E. **PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS:** Administrative Expense Claims as defined in 11 USC §503, other than those claims provided for in Paragraphs B, C and D of these Additional Terms, Conditions and Provisions, will be deemed allowed and will be paid only upon entry of a specific Order of this Court determining the allowance and amount of that claim.

- F. **ORDER OF PAYMENT OF CLAIMS:** All claims for which this Plan proposes payment through the Trustee shall be paid in the following order to the extent that funds are available:

- Level 1: Class 1
- Level 2: Class 5.1, 5.3 and 6.1
- Level 3: Class 2.1 and 2.3
- Level 4: Class 2.2 and 2.4
- Level 5: Classes 4.1 and 4.3
- Level 6: Classes 4.2, 4.4, 5.2, 5.4 and 6.2
- Level 7: Class 7
- Level 8: Classes 3.1, 3.2, 5.5, 6.3, 8 and 9.

Each level shall be paid as provided in this Plan before any disbursements are made to any subordinate class. If there are not sufficient funds to pay all claims within a level, then the claims in that level shall be paid *pro rata*.

- G. **SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED:** Claims for which the creditor holds a lien that is listed as "Stripped" in Class 3.1 or "Avoided" in Class 3.2 are avoided and will be paid as a General Unsecured Creditor as provided in Class 9 of the Plan. Upon completion of the Plan, the creditor will record a Satisfaction of the Lien in the applicable Public Records to discharge and release the lien. If the creditor fails to do so, the debtor may file a motion for an order declaring that the lien has been satisfied by completion of the confirmed Plan, which the debtor may then have certified and recorded in the applicable Public Records.
- H. **CLASS 5.1, CLASS 5.3 AND CLASS 6.1 CREDITORS SPECIFIED TO RECEIVE EQUAL MONTHLY PAYMENTS:** Creditors identified in Class 5.1, Class 5.3, and Class 6.1 will receive Equal Monthly Payments to the extent funds are available at the date of each disbursement. If more than one creditor is scheduled in Class 5.1, Class 5.3, and Class 6.1 and the funds available in any disbursement are insufficient to pay the full Equal Monthly Payments to all of the listed creditors, payments shall be made on a *pro rata* basis determined by the ratio of the Equal Monthly Payment specified to each creditor to the total amount of Equal Monthly Payments to all creditors scheduled in Class 5.1, Class 5.3, and Class 6.1. The amount of the Equal Monthly Payment to any creditor shall be the amount stated in Class 5.1, Class 5.3, and Class 6.1 as may be applicable and the amount of the Equal Monthly Payment specified in the Plan will supersede any monthly payment amount specified in a Proof of Claim at variance with the Equal Monthly Payment amount set forth in the Plan unless otherwise Ordered by the Court.
- The monthly post-confirmation disbursement to any creditor designated in Class 5.1, Class 5.3, and Class 6.1 will not exceed the Equal Monthly Payment amount for that creditor for the month in which disbursement is being made plus any previously unpaid Equal Monthly Payments accruing before the date of disbursement.
- I. **APPLICATION OF DISBURSEMENTS BY CREDITORS:** Creditors shall apply all disbursements under the Plan only in the manner consistent with the terms of the Plan and to the account(s) or obligation(s) as designated on the voucher or check provided to the Creditor with each disbursement.
- J. **COMPLETION OF PLAN:** For purposes of 11 USC §1328, the debtor shall be deemed to have completed all payments under the Plan:
1. Upon the expiration of the Plan Length as defined in Paragraph II.A of the Plan commencing on the date of entry of the Order Confirming Plan; **and**
 2. Debtor has remitted all Plan payments (as defined in Paragraph II.A and II.B of the Plan) coming due after the date of entry of the Order Confirming Plan; **and**
 3. Debtor has remitted all Federal Income Tax Refunds as required by Paragraph II.C of the Plan and Paragraph A of these Additional Terms, Conditions and Provisions; **and**
 4. Debtor has remitted a sum sufficient to pay all allowed claims as amended and/or supplemented as provided in the Plan.
- K. **EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES:**
1. Any executory contract or unexpired lease not expressly assumed in Class 6.1 or in the Order Confirming Plan shall be deemed rejected effective as of the Effective Date of this Plan.
 2. Upon rejection of any Executory Contract or Unexpired Lease, the property and debtor's interest in the rejected executory contract or unexpired lease will no longer be property of the estate and the stay under 11 USC §362(a) and the co-debtor stay under 11 USC §1301 shall automatically terminate as to such property. Any claims arising from the rejection of an executory contract or unexpired lease shall be treated as a general unsecured claim in Class Nine, subject to further Order of Court.
 3. For all assumed executory contracts and unexpired leases, confirmation of this Plan shall constitute a finding that this Plan complies with all requirements for assumption of the executory contracts and unexpired leases being assumed, including all requirements set forth in 11 USC §365(b).
 4. Upon the termination of the Lease (whether as a result of the expiration of the contractual lease term, repossession of the property which is the subject of the Lease, or otherwise), the Lessor shall have the right to file a Supplemental Claim for any damages or charges permitted under or pursuant to the Lease.
 5. If Class 6.1 provides for the Continuing Lease/Contract Payments to be made by the Trustee, the Supplemental Claim as filed and allowed shall be paid by the Trustee over the remaining term of the Plan.

6. If Class 6.1 provides for the Continuing Lease Payments to be made directly by the debtor to the Lessor, the Supplemental Claim as filed and allowed shall be paid directly by the debtor to the creditor over the remaining term of the Plan. If there is a balance outstanding on the supplemental claim as of the completion of debtor's confirmed Chapter 13 Plan, this balance shall not prevent or preclude the entry of a discharge in this case; instead, this balance shall be deemed non-dischargeable and debtor shall be responsible for payment of the remaining balance of the Supplemental Claim following the entry of a Discharge.

L. SECURED CLAIMS – POST-PETITION FEES, COSTS AND CHARGES:

1. Any Supplement to Claim that is filed with the Court as to which there is no objection filed or as to which any objection has been overruled, shall be deemed allowed.
2. If Class 4.1, 4.3, 5.1, 5.2, 5.3 or 5.4 provides for the Creditor's Secured Claim to be paid by the Trustee, the Supplement to Claim as filed and allowed shall be paid by the Trustee over the remaining term of the Plan.
3. If Class 4.1, 4.3, 5.1, 5.2, 5.3 or 5.4 provides for the Creditor's Secured Claim to be paid directly by the debtor to the creditor, the Supplement to Claim as filed and allowed shall be paid directly by the debtor to the creditor before completion of the Plan. If there is a balance outstanding on the Supplement to Claim as of the completion of debtor's confirmed Chapter 13 Plan, this balance shall not prevent or preclude the entry of a discharge in this case; instead, any unpaid balance shall be non-dischargeable.

M. SEPARATELY CLASSIFIED UNSECURED CLAIMS: Claims classified as "Separately Classified Unsecured Claims" are unsecured claims that qualify for discriminatory and preferred treatment pursuant to 11 USC §1322(b)(1). The basis for separate classification is specified in Paragraph III.H of the Plan. Each Separately Classified Unsecured Claims shall receive payments that total 100% of the allowed amount of the claim plus interest if specified in Class Eight of the Plan. *See also Paragraph F of the Additional Terms, Conditions and Provisions for additional information concerning the timing of payments to be made on these claims.*

N. GENERAL UNSECURED CREDITORS: Unless Class 9 of the Plan provides a dividend to holders of General Unsecured Claims equal to 100% of allowed claims, the Plan shall produce a total sum for distribution to General Unsecured Creditors (the "Unsecured Base Amount"). The Unsecured Base Amount shall be not less than the aggregate amount which creditors in this class would have received had the estate of the debtor been liquidated under Chapter 7 of Title 11, United States Code. *See 11 USC §1325(a)(4).* Each holder of a duly filed and allowed General Unsecured Claim shall receive the holder's *pro rata* share of the Unsecured Base Amount, based on the creditor's claim as a fraction of the total General Unsecured Claims duly filed and allowed. The *pro rata* dividend for each holder of an allowed unsecured claim will be calculated by the Trustee upon review of allowed claims.

This Plan shall provide either the total Unsecured Base Amount or shall continue for the Plan Length as stated in Paragraph II.A of the Plan, whichever will offer the greater dividend to general unsecured creditors.

O. VESTING, POSSESSION OF ESTATE PROPERTY AND LIEN RETENTION: Upon the Effective Date of the Plan, all property of the estate shall vest in the debtor and shall cease to be property of the estate. The debtor shall remain in possession of all property during the pendency of this case unless specifically provided herein, and shall not seek to sell, transfer or otherwise dispose of such property (except in the ordinary course of debtor's business) without prior Court approval.

P. SURRENDER OF COLLATERAL: Those claims that are treated pursuant to 11 USC §1325(a)(5)(C) (surrender of collateral) are so designated in Class 5.5 of the Plan. Upon confirmation, the Automatic Stay and co-debtor Stay is lifted as to the collateral and any creditor holding a lien on the collateral and the collateral shall no longer constitute property of the estate. No disbursements shall be made by the Trustee to any creditor whose claim is secured by the collateral being surrendered unless the holder of such claim files a Proof of Claim (or Amended Proof of Claim) after the Effective Date of the Plan setting forth the amount of any deficiency remaining after disposition of the collateral. Any allowed deficiency claim shall be paid as a general unsecured claim in Class 9 of the Plan. *See Federal Rule of Bankruptcy Procedure 3002.1.*

Q. PROHIBITION AGAINST INCURRING POST-PETITION DEBT: While this case is pending, the debtor shall not incur a debt in excess of \$2,000.00 without first obtaining approval of either this Court or of the Chapter 13 Trustee. If the Chapter 13 Trustee stipulates to entry of an Order allowing debtor to incur post-petition debt, debtor shall be permitted to file the Stipulation signed by the Trustee and to submit an Order to the Court on an *ex parte* basis without notice to creditors or other parties in interest.

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- R. **UNSCHEDULED CLAIMS**: If an unscheduled proof of claim is filed, the Trustee is authorized to exercise sole discretion to classify the claim into one of the existing classes under this Plan and to schedule the claim for payment within that class, without prejudice to debtor's right to object to the allowance of the claim and/or to modify the Plan to provide a different treatment.
- S. **PROOFS OF CLAIM FILED AT VARIANCE WITH THE PLAN**: In the event that a Proof of Claim is filed and allowed that is at variance with the provisions of this Plan, the following method is to be employed to resolve the conflict:
1. Regarding claims for which the Plan does not propose a "cramdown" or modification, the Proof of Claim shall supersede the Plan as to the claim amount, percentage rate of interest, monthly payments, valuation of collateral and classification of the claim.
 2. As to claims for which the Plan proposes a "cramdown" or modification, the Proof of Claim governs only as to the claim amount. The Plan governs valuation, interest rate and any other contractual term.
 3. If a Proof of Claim is filed that is at variance with this Plan or related schedules, the Trustee shall automatically treat that claim as the holder indicated, unless provided otherwise in the confirmed Plan; these Additional Terms, Conditions and Provisions; or by Order of Court.
 4. As to claims specified in Class 3.1 or Class 3.2 (Secured Claims to be Stripped or Avoided), the Proof of Claim shall control only as to the allowed amount of the claim. *See also Paragraph G of the Additional Terms, Conditions and Provisions for additional information concerning payments to be made on these claims.*
- T. **TAX RETURNS AND TAX SET-OFFS**: All Tax Returns which have become due prior to the filing of the Plan have been filed. The Internal Revenue Service and the United States Department of Treasury are prohibited from setting off against post-petition Tax Refunds for payment of pre-petition tax obligations.
- U. **DEBTOR DUTY TO MAINTAIN INSURANCE – REMEDY FOR FAILURE TO MAINTAIN INSURANCE**: Debtor shall maintain all insurance required by law and contract upon property of the estate and the debtor's property. After confirmation of this Plan, if the debtor fails to maintain insurance as required by law or contract, any party in interest may submit a notice of default, served on debtor, debtor's counsel and the Chapter 13 Trustee, permitting 10 days from service of the notice in which to cure the default. If the default is not cured within the time permitted, the party in interest may submit an Order Granting Relief from the Automatic Stay as to the collateral to the Court along with an affidavit attesting to the debtor's failure to cure, and the Stay may thereafter be lifted without further motion, notice or hearing.
- V. **SECURED CREDITORS, LESSORS AND PARTIES TO EXECUTORY CONTRACTS UPON ENTRY OF ORDER LIFTING AUTOMATIC STAY**: Any secured creditor and any party to an assumed executory contract or unexpired lease as to whom the Automatic Stay is lifted shall not receive any further disbursements until a Proof of Claim for the balance remaining after liquidation of the collateral is filed.
- W. **PROVIDING FUTURE TAX RETURNS TO TRUSTEE**: Debtor shall timely file each Federal Income Tax Return required to be filed under applicable law during the pendency of this case, and shall provide to the Trustee a copy of each Return at the same time the Return is filed with the taxing authority.
- X. **DEADLINES IN EVENT OF CONVERSION**: In the event of conversion of this case to a case under Chapter 7 of the United States Bankruptcy Code, the rights of the Chapter 7 Trustee and all creditors (including but not limited to the right to object to exemptions and the right to object to discharge pursuant to 11 USC §727 and/or dischargeability pursuant to 11 USC §523) will be determined as if the Petition was filed on the date of conversion. The date of the Order converting this case to one under Chapter 7 will be treated as the date of the Order For Relief and all applicable deadlines shall be determined as if the post-conversion Meeting of Creditors pursuant to 11 USC §341 was the initial Meeting of Creditors.
- Y. **OBJECTIONS TO PROOFS OF CLAIM**: Any party in interest shall have the right to object to Proofs of Claim. Confirmation of this Plan shall not constitute a waiver of any objection and shall not constitute or have any *res judicata* or collateral estoppel effect on or against any objection to Proof of Claim. If any objection to Proof of Claim is filed and sustained, in whole or in part, after the Trustee has begun making disbursements under this Plan as confirmed, Trustee shall have no obligation or duty to recoup any payments or disbursements made to the creditor whose Proof of Claim was the subject of the objection.
- Z. **CREDITOR'S AUTHORIZATION TO CONTACT DEBTOR**: Notwithstanding the provisions of the Automatic Stay and co-debtor Stay, creditors holding claims in Classes 4 and 5 for which the debtor proposes to retain the collateral and parties to any assumed unexpired lease or executory contract in Class 6 may contact debtor for purposes of sending periodic statements and annual or periodic summaries of accounts including but not limited to account reconciliations pursuant to the Real Estate Settlement Procedures Act.

2018 CENTRAL STATES BANKRUPTCY WORKSHOP

- AA. **IDENTITY OF DISBURSING AGENT:** All claims in all classes of creditors shall be paid by the Trustee as Disbursing Agent except those claims which are specified to be paid directly by either the debtor or a third party, in which event the debtor or third party making those payments shall be the Disbursing Agent for those claims.
- BB. **SPECIAL PROVISIONS APPLICABLE TO GOVERNMENTAL UNITS RESPONSIBLE FOR ENFORCING DOMESTIC SUPPORT OBLIGATIONS:** Notwithstanding the provisions of 11 USC §362 and §1327, the Automatic Stay is modified to permit any governmental unit or agency responsible for enforcing a domestic support obligation to send notices, to take other actions to the extent not inconsistent with the terms of the Plan, and to collect domestic support obligations from property that is not property of the estate.
- CC. **PRE- AND POST-PETITION LITIGATION AND CAUSES OF ACTION:** Debtor and the Chapter 13 Trustee shall have concurrent standing to prosecute all Pre- and Post-Petition causes of action, including but not limited to actions arising under Title 11, United States Code. Any compromise or settlement of any litigation or cause of action shall be subject to the provisions of Federal Rule of Bankruptcy Procedure 9019. Any proceeds or damages recovered by or on behalf of the debtor shall be retained pending Order of the Bankruptcy Court.
- DD. **SUBSTANTIVE CONSOLIDATION OF JOINTLY FILED CASES:** If this case has been filed jointly by a husband and wife pursuant to 11 USC §302, entry of an Order Confirming Plan shall also constitute an Order for Substantive Consolidation of the debtors.
- EE. **NON-APPLICABILITY OF FEDERAL RULE OF BANKRUPTCY PROCEDURE 3002.1:** The requirements and provisions of Federal Rule of Bankruptcy Procedure 3002.1 shall not apply to any property that the Plan as confirmed surrenders to the Creditor as provided in 11 USC §1325(a)(5)(C); or to any property as to which the Automatic Stay is lifted for purposes of allowing the secured creditor to exercise rights and remedies pursuant to applicable State Law, regardless of whether the Order Lifting Automatic Stay is entered before or after entry of an Order Confirming the Plan.
- FF. **TIME TO CURE PARAMOUNT:** For any class of claims where the Months to Cure From Confirmation Date may be specified, if the Plan does not specify the number of months to cure, the Months to Cure From Confirmation Date shall be the Plan Length specified in Paragraph II.A of the Plan. For any class of claims or creditors for which the Plan specifies an Estimated Average Monthly Payment that is inconsistent with or contradicts the Months to Cure From Confirmation Date, the Months to Cure From Confirmation Date controls. The Chapter 13 Trustee is authorized to make any changes to the amount of disbursements to the creditor to implement this provision.
- GG. **SECURED CLAIMS EXCLUDED FROM 11 USC § 506 BY THE "HANGING PARAGRAPH" AT THE END OF 11 USC §1325 (a)(9):** Claims treated in Class 5.3 or Class 5.4 are claims that were either (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor, or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

12-01-2017 “National” Form Plan Instructions

Original Confirmation Hearings will generally be continued to a date seven or more days beyond the bar date. Routine Plan amendments should be postponed until after the Bar Date.

Part 1: Notices

One box **and only one box** must be checked in each of Parts 1.1 1.2 and 1.3.

If Section 3.2 values the lien of a secured creditor at less than the amount of the claim the debtor must check the first box in Section 1.1.

If Section 3.4 avoids a lien the debtor must check the first box in Section 1.2.

If Section 8 sets out ANY nonstandard provision the debtor must check the first box in Section 1.3.

Part 2: Plan Payments and Length of Plan

Section 2.1 Payments to the trustee.

Payments are per Month only. No other time intervals are to be used.

The minimum term for below median income debtors is 36 months; the minimum term for above median income debtors is 60 months. See §1322(d).

Plan step payments are to be shown in Section 2.1, not in Section 8.

Section 2.2 Source of payments.

If the debtor is going to make payments via payroll deduction the debtor’s attorney must e-file a Proposed Order to Employer to Pay Trustee, Local Form Order No. 25, preferably immediately upon filing the case.

If the debtor is going to make payments via TFS the debtor’s attorney should see to it that the debtor is set up with a TFS account immediately upon filing the case.

Section 2.3 Income tax refunds.

If income tax refunds are required to be paid into the plan the third box must also be checked and the following provision added:

Tax refunds must be remitted to the trustee no later than May 30 each year. Tax refunds submitted by the debtor are additional payments into the plan and increase the plan base dollar for dollar. The plan will conclude before the end of the initial term only at such time as all allowed claims are paid in full, with any interest required by the plan.

03/30/2018

Trustee Glen Stearns

Section 2.4 Additional payments.

Other sources commonly include sale of an asset, proceeds of a lawsuit and periodic bonus; be very specific, if the debtor is entitled claim a portion as exempt, state that in this section.

If the plan is partially funded with any of these sources of funds the following provision must be added to Section 2.4:

The plan will conclude before the end of the initial term only at such time as all allowed claims are paid in full, with any interest required by the plan.

Section 2.5 Total amount of estimated payments provided for in **§§2.1 and 2.4**. If the payments from §2.1 will not fund the amount required by the liquidation test of §1325(a)(4) and / or the disposable income test of §1325(b) then the debtor will have to prove that the additional payments provided are reasonably likely to be made to satisfy §1325(a)(6).

Part 3: Treatment of Secured Claims

Section 3.1 Maintenance of payments and cure of default, if any.

Section 3.1 is to be used for cure and maintain of mortgages (direct pay or trustee pay) and for cure and maintain of auto loans (direct pay or trustee pay).

The timely filed Proof of Claim controls as to the amount of the arrears to be paid unless there is no claim, then the plan controls.

In all cases where a claim has been timely filed, the Plan must match the POC as to name of creditor, collateral, current installment payment and amount of arrearage. The claim controls over any arrears amount or monthly payment amount in the plan. The Plan controls as to any interest, if any, paid on the arrears.

If no timely claim is filed, the Plan controls.

Mortgage creditors only receive interest on arrears if the loan originated before October 22, 1994.

If relief from the stay is granted **as to any item of collateral** in Section 3.1, all payments under this section **as to that collateral will cease**, unless otherwise ordered by the court.

The trustee will disburse adequate protection payments for all claims provided for as “Disbursed by trustee” in the amount of the installment payment listed in the plan or in the claim, if one is filed.

Section 3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims. (This section combines sections E3.1 and E3.2 of the old NDIL Plan). This section uses 11 USC § 506 to value the liens of creditors and is not to be confused with Section 3.4 which uses 11 USC §522 to avoid liens.

The claim of a governmental unit controls over any contrary amount in the plan. If a governmental claim is filed the plan must be amended to match the claim or the debtor must object to the claim.

03/30/2018

If a claim is filed, the plan controls as to the secured amount, the claim controls as to the total amount of the claim and therefore the unsecured portion.

If the plan gives a value of zero, any claim filed related to that collateral will be administered as wholly unsecured.

If no claim is filed, the plan controls as to the secured amount, there is no unsecured portion.

If a claim is filed after the applicable bar date, the secured amount in the plan controls. The trustee will seek to have an order entered determining the secured amount of the claim to be the amount in the plan and determining the unsecured amount of the claim to be zero. If the value in 3.2 is zero, the entire claim will be objected to as late.

In all cases where a claim has been timely filed, the Plan must match the POC as to name of creditor and description of collateral. If an amended Plan is filed after the claim has been filed, the estimated amount of creditor's total claim in the plan must match the POC.

The trustee will disburse adequate protection payments for all claims provided for in this section in the amount of the monthly payment to creditor listed in this section. Any deviation from this must be set forth in Section 8.

Section 3.3 Secured claims excluded from 11 USC § 506 (910 auto claims / one year PMSI other).

These claims must be paid in full, trustee disburses or debtor disburses.

The Proof of Claim controls as to the amount of the claim unless there is no claim, then the plan controls.

In all cases where a claim has been timely filed, the Plan must match the POC as to name of creditor, collateral and amount of claim.

The trustee will disburse adequate protection payments for all claims provided for as "Disbursed by trustee" in the amount of the installment payment listed in this section.

Exceptions to automatic adequate protection payments The following creditors provided for in Part 3 will **NOT** receive adequate protection payments unless otherwise ordered or provided for in Part 8.1 because they are clearly not PMSI creditors:

Federal and State Taxing Authorities and other Municipal entities

County Treasurers, County Clerks, Property Tax Buyers

If the debtor alleges that a creditor their plan provides for in Part 3 is not a PMSI creditor and is not entitled to pre-confirmation adequate protection payments they must specifically state that in Part 8.

Section 3.4 Lien avoidance.

This section uses 11 USC §522(b) to avoid judicial or nonpossessory, non PMSI liens that impair debtor's exemptions. This is not to be confused with Section 3.2 which uses 11 USC 506 to value liens.

If the claim in question has already been filed, please include the claim number in one of the fields in the column titled "Information regarding judicial lien or security interest".

The debtor must complete Section 3.4 once for every creditor with a lien to be avoided. The debtor must complete the "Calculation of lien avoidance" table once for every creditor with a lien to be avoided.

If only a portion of the lien is avoided then Section 3.4 will provide for the creditor's claim as partially secured.

If the entire lien is avoided, the entire claim is treated as unsecured.

Creditors provided for in section 3.4 are not entitled to pre-confirmation adequate protection payments.

Section 3.5 Surrender of collateral

Upon confirmation the debtor "requests" that the stay under 11 USC §362(a) terminate as to the collateral and the stay under §1301 terminates entirely. Don't expect a reduction in stay lift motions.

This provision surrenders collateral to the specified creditor in satisfaction of their secured claim. A wholly secured claim treated in this section will not be paid by my office.

If a creditor provided for in Section 3.5 files a wholly unsecured claim, or amends a previously filed secured claim to an unsecured claim, their claim will be paid along with other general unsecured creditors.

This provision appears to do away with the practice of surrendering collateral in full satisfaction of a creditor's entire claim. Upon confirmation the §362(a) stay terminates as to surrendered property and the §1301 stay terminates entirely.

Part 4: Treatment of Fees and Priority Claims

4.2 Trustee's fees

Trustee's fees are taken on receipt pursuant to 28 USC §586(e)(2). Trustee fees are set in the trustee's budget as approved by the United States Trustee and as such may change from time to time. The maximum trustee fee is 10%. Each trustee's fee is posted on their web site. The percentage fee entered in 4.2 is an estimate only and does not control in any way.

03/30/2018

Trustee Glen Stearns

4.3 Attorney fees

Attorney's fees are determined by court order, any amount entered in 4.3 is an estimate only and does not control in any way. The estimated amount in 4.3 should be consistent with the amount sought in the fee application and proposed order.

4.4 Priority claims to be paid in full

POCs control over any amount entered in 4.4. Be sure to refer to filed claims so the number in this section is not understated. Be sure to include any scheduled delinquent DSO.

4.5 DSO assigned or owed to a governmental unit and not paid in full

Do not include DSO owed to a parent or former spouse as those debts must be paid in full.

This provision is for the very narrowly defined obligations assigned to or owed to a governmental unit that are eligible to be paid less than the full amount owed pursuant to 11 USC § 1322(a)(4). If this provision is invoked the term of the plan must be 60 months. Match the name of the creditor to their POC. Disbursements on these claims are at the same priority level as other priority claims.

Part 5: Treatment of Nonpriority Unsecured Claims

5.1 Nonpriority unsecured claims not separately classified

If more than one option is selected, the option providing the largest dividend to unsecured creditors will govern.

Box #1 The sum of \$_____ Use this selection when the Means Test dictates a minimum dollar amount to general unsecured creditors.

Box #2 _____% of the total amount of these claims, an estimated payment of \$_____. This selection replaces E8 from the old NDIL model plan. This will be the default choice when the liquidation test or disposable income test does not control. This box must be checked when the initial plan term is less than 60 months.

Box #3 The funds remaining after disbursements have been made to all other creditors provided for in this plan.

Box #3 must always be checked.

If the debtor's initial plan term is less than 60 months, the plan cannot complete by paying the dividend specified in Box #2 before the end of the initial term unless all creditors have been paid in full. The initial plan term controls over all other provisions.

If the Chapter 7 liquidation test in §1325(a)(4) controls, the minimum dollar dividend to general unsecured creditors must be entered in the field in the "hanging provision" at the end of **5.1**.

03/30/2018

5.2 Maintenance of payments and cure of default on nonpriority unsecured claims.

Pursuant to §1325(b)(5) the debtor can maintain current payments and cure default for unsecured debts when the term of the debt exceeds the term of the Chapter 13.

This provision is likely to apply only to student loan debts.

Every claimant to be treated in this section must be listed individually. If a claim has been filed, the name of the creditor must match the name on the claim and the plan should refer to the PACER claim number.

If the debtor is disbursing, Schedule J must have an entry for the current installment payment(s) listed in 5.2 as disbursed by the debtor. Arrearage payments shall be disbursed by the trustee regardless of who disburses ongoing payments. The arrears amount in 5.2 is controlling: "...arrearage amount will be paid in full as specified below and disbursed by the trustee".

5.3 Other separately classified nonpriority unsecured claims

§1322(b)(1) allows debtors to treat co-signed debts differently than other unsecured claims.

Every claimant to be treated in this section must be listed individually. If a claim has been filed, the name of the creditor must match the name on the claim and the plan should refer to the PACER claim number. The trustee's office will examine the claim and attachments to verify that the debt is in fact co-signed.

Part 6: Executory Contracts and Unexpired Leases

6.1 Executory contracts and unexpired leases listed in this section are assumed. All others are rejected.

Each lease provided for in this section must be listed separately. The debtor or the trustee may disburse ongoing payments. Any arrearage listed in the plan on any assumed lease will be disbursed by the trustee, the amount of the arrearage in the plan controls. The name of the creditor and the amount of the arrears to be paid by the trustee must match the proof of claim (if filed). If no claim is filed the trustee will disburse the arrears amount provided in the plan, if any.

If the term of the lease is less than the term of the plan and the trustee is disbursing ongoing payments, the plan must specify the date of the final lease payment.

If a lease is rejected, any timely filed claim will be administered as an unsecured claim.

Part 7: Vesting of Property of the Estate

In this district, property of the estate, as specified by 11 USC §541 and §1306 has remained property of the estate following confirmation so the second box "entry of discharge" must be checked.

03/30/2018

Trustee Glen Stearns

Part 8: Nonstandard Plan Provisions

Do not include “boiler plate” provisions that do not apply to the case.

Provide for interest to unsecured creditors, if required.

Provide for debts to be paid directly by the non-filing co-signer.

Identify creditor(s) that are not entitled to pre-confirmation adequate protection payments here.

Pre-confirmation adequate protection payments different than the fixed payment in 3.1, 3.2 or 3.3 are set forth here.

Part 9: Signature(s)

Debtor(s) signatures are optional but recommended.

The attorney must sign; by signing the attorney certifies that the wording and provisions of the plan have not been changed from the Official Form 113, other than nonstandard provisions in Part 8.

REGIONAL 11
MILWAUKEE, WISCONSIN
4/18/2018

NEW CHAPTER 13 PLANS - EARLY ISSUES

Listed are some early issues and common errors found in completing and filing National Form Plan.

Official Form 113

Amended Plan must set out changes. Changes are not reflected

1. Part 1: Notices.

- i. Not checking boxes. Must check in order to read other sections.
- ii. Using correct version of the National plan. Effective 12/01/2017, NDIL adopted National Form Plan.

The screenshot displays a court filing system interface. At the top, there is a tab labeled "Chapter 13 Plan". Below it, a filing record is shown: "Chapter 13 Plan/Amended Plan" with a red "FILED" stamp. The text indicates it was filed by Victoria J Carpenter on behalf of Vernetta L. Swain, with Court Document Number 7. A yellow status box below reads "Status: No plan filed".

Below this, there is a tab labeled "Modified Chapter 13 Plan". Under this tab, five filing records are listed, each with a red "FILED" stamp:

- 1. "Chapter 13 Plan/Amended Plan" filed by Victoria J Carpenter on behalf of Vernetta L. Swain, Court Document Number 13.
- 2. "Chapter 13 Plan/Amended Plan" filed by Victoria J Carpenter on behalf of Vernetta L. Swain, Court Document Number 19.
- 3. "Chapter 13 Plan/Amended Plan" filed by Victoria J Carpenter on behalf of Vernetta L. Swain, Court Document Number 22.
- 4. "Chapter 13 Plan/Amended Plan" filed by Victoria J Carpenter on behalf of Vernetta L. Swain, Court Document Number 25.
- 5. "Chapter 13 Plan/Amended Plan" filed by Victoria J Carpenter on behalf of Vernetta L. Swain, Court Document Number 30.

At the bottom of the list, there is a link labeled "Document History".

18-02072

2. Part 2. Plan Payments and Length of Plan

- i. 2.2 is incomplete.
- ii. 2.2 Debtor has mark two payments to trustee.
- iii. Debtor must set up payroll control Trustee will mail filed order to employer.
- iv. 2.3 Preferred Trustee language is not used. Putting language in Part 8.
- v. Checking this first option: Debtor will retain tax refunds.

3. Part 3. Treatment of Secured Claims

- i. **3.1 Mortgage cures**/direct pay or trustee pay.
- ii. Filing plans last minute. No matter how efficient the National form plan may be, no one can review the plan for modifications without adequate time. Filing plans on the morning of or the day before hearings not only impinges on the due process rights of the trustee and the creditors but also brings into question the debtors' and ethical standards and raises questions of good faith.
- iii. **3.2 Plan Control** for secured amount.
- iv. POC control total amount.
- v. Scram down in this section.
- vi. **3.3 1326(a)(1)(C)** provides adequate protection directly to creditor.
- vii. Adequate Protection paid according to local rules, orders, customs, and practice. Committee Notes in National Plan.
- viii. STR is created until claim is filed and put on hold
 - Reserve - STR Adequate Protection in Plan
 - Reserve - STR No Claim Filed (Plan 3.1)

4. Part 4 Treatment of Fees and Priority Claims

- i. This is not the order of distribution
- ii. Trustee fees paid by statute

5. Part 5 Treatment of Nonpriority Unsecured Claims

- i. Not checking boxes. Use 2nd and 3rd box
- ii. Does not check second box which gives actual % value.
- iii. See Part 5.1 Examples Attached

- ☐ The sum of \$.
- ☒ 1.42% of the total amount of these claims, an estimated payment of \$664.79.
- ☐ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approx
Regardless of the options checked above, payments on allowed nonpriority unsecured claims will be made in at

6. Part 6 Executory Contracts and Unexpired Leases

- i. No Issues

7. Part 7 Vesting of Property in the Estate

- i. Entry of Discharge is not checked

Part 7: Vesting of Property of the Estate

7.1 Property of the estate will vest in the debtor(s) upon

Check the applicable box:

- ☒ plan confirmation.
- ☐ entry of discharge.
- ☐ other: _____

- ii. Plan Confirmation should not be checked.
- iii. Property vests in Debtor entry of discharge.

8. Part 8 Nonstandard Plan Provision

- i. There are two disbursements for AP
- ii. Debtor is to be paid ahead of non-mortgage creditors

- iii. Requesting a different Order of Distribution Check for consistency and accuracy before filing the plan.
- iv. Boilerplate AP language. AP will be \$50.00 but does not list creditor.
- v. City of Chicago shall pay directly AP of \$338.25 to have vehicle released.

8.1 Check "None" or List Nonstandard Plan Provisions

☐ None. If "None" is checked, the rest of Part 8 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3.

1. Where total amount of a claim is less than the estimate specified in Section E, the creditor shall be paid the amount of its allowed claim, and the proof of claim shall constitute a notice of reduction consented to by the creditor.
 2. On or before April 20th of the year following the filing of the case and each year thereafter, the Debtor shall submit a copy of the prior year's filed federal tax return to the Chapter 13 Trustee.
 3. *Delinquent property taxes for 2013-2016 are to be paid to the Cook Country Treasurer and the Cook County Clerk, respectively according to claims, regarding the property at 11009 S. Normal Ave., Chicago, IL 60628, PIN # 25 16 327 003 0000.
 4. Plan payment to increase after 36 months as indicated when Debtor's loan against her 401 K is paid off.
 5. Debtor's attorney fees shall be paid at the E disbursement level.
 6. Fixed payments of \$136.23 to be made to Consumer Portfolio Services re Debtor's 2010 Ford Taurus beginning in September 2018, with adequate protection payments of \$35.00.
-

9. Part 9 Signatures

- i. There is no Signature of DAT
- ii. DAT signed in Debtor Signature

PART 5.1 EXAMPLES

5.1 Nonpriority unsecured claims not separately classified.

17-38175 – The first and third box are checked in 5.1 but no percent is listed.

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. *Check all that apply.*

☒ The sum of \$ 11,331.

☐ _____% of the total amount of these claims, an estimated payment of \$ _____.

☒ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$ 0.00.
Regardless of the options checked above, payments on allowed nonpriority unsecured claims will be made in at least this amount.

17-35870 – The third box is checked in 5.1.

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. *Check all that apply.*

☐ The sum of \$ _____.

☐ _____% of the total amount of these claims, an estimated payment of \$ _____.

☒ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$2,687.89.
Regardless of the options checked above, payments on allowed nonpriority unsecured claims will be made in at least this amount.

17-35861 – No boxes checked in 5.1.

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. If more than one option is checked, the option providing the largest payment will be effective. *Check all that apply.*

☐ The sum of

☐ _____% of the total amount of these claims, an estimated payment of

☐ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$0.00. Regardless of the options checked above, payments on allowed nonpriority unsecured claims will be made in at least this amount.

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS**

GENERAL ORDER NO. 17-02

**Priority of Chapter 13 Plan Payments
Effective December 1, 2017**

Unless otherwise provided in a chapter 13 plan, claims of creditors will be paid pro rata in the following order: (1) current mortgage payments under 1322(b)(5); (2) monthly payments on non-mortgage secured claims; (3) costs of administration; (4) mortgage arrears under 1322(b)(5); (5) priority unsecured claims other than costs of administration; and (6) other unsecured claims.

ENTERED:



Pamela S. Hollis
Chief Judge

Dated: November 14, 2017

Best Case Student Loan Analyzer

Student Loan debt continues to be an ever increasing burden on debtors and particularly those who are facing bankruptcy.

Student Loan Statistics

Student Loan facts related to bankruptcy¹

- 22.3% of bankruptcy filers have student debt
- Average amount of filer's student debt: \$32,096

General student loan facts²

1. \$1.48 trillion in total U.S. student loan debt
2. 44.2 million Americans with student loan debt
3. Student loan delinquency rate of 11.2% (90+ days delinquent or in default)
4. Average monthly student loan payment (for borrower aged 20 to 30 years): \$351
5. Median monthly student loan payment (for borrower aged 20 to 30 years): \$203

Student Loan Myths

1. Student Loans aren't dischargeable in bankruptcy
 - 40% of AP filers had all or some loans discharged
2. An "undue hardship" proceeding requires dire poverty, physical disability, or terminal illness to win
 - 47% of undue hardship challenges are won
3. Bankruptcy clients can't afford to pay for assistance
 - Average 30 billable hours for undue hardship
 - Best Case templates make it a lot easier for attorneys to prepare and file cases quickly

¹ 2014 Suffolk Law Review Assessment

² <https://studentloanhero.com/student-loan-debt-statistics/>

Best Case Bankruptcy is a software program that is used by many attorneys who represent debtors in bankruptcy cases. Recently, Best Case has introduced a new feature in their software that is very useful in organizing and analyzing the federal and private student loans that debtors have to determine what relief Debtor's counsel may provide to them. Due to the perceived difficulty and cost to challenge a student loan's non-dischargeability, most debtors and debtors' counsel never bother try to discharge or even partially discharge a student loan.

Best Case has attempted to ease this burden by incorporating an analysis tool that will allow a debtor's attorney to more quickly determine whether his/her client is a good candidate to discharge the student loan in an adversary proceeding or seek alternative remedies such as public service loan forgiveness, total permanent disability discharge, and the many income based repayment options that are available for federal student loans.

Student loans can be discharged based on two different criteria.

1. Student Loan is a Non-Qualified Loan

- a. The loan may be non-qualified because it was made to pay expenses at an educational institution that is not recognized by the Department of Education under the Title IV of the Higher Education Act. These loans are not protected under section 523(a)(8) and are automatically discharged upon entry of the discharge injunction.
 - i. Debtor's counsel should review the purpose of the student loan carefully
 1. Bar review course;
 2. Residency for medical school graduates;
 3. K-12 Education;
 4. Unaccredited for-profit schools;
 - ii. Debtor's counsel may still want to pursue an adversary proceeding for a declaratory order that these loans were discharged.
- b. The loan may be non-qualified because it exceeded the "Cost of Attendance" at a Title IV accredited school.
 - i. "Cost of Attendance" is term of art found in section 472 of the Higher Education Act at 20 U.S.C. § 1087 that includes tuition, fees, room, board, books, and some living expenses.
 - ii. "Cost of Attendance" is a required amount that must be published be each Title IV school.
 - iii. Debtor's counsel should determine whether the loans exceeded the cost of attendance after accounting for scholarships, grants, or other funds that were also used to pay the cost of attendance.

- iv. Mixed-use loans – Loans that pay part of qualified education expenses and part that is not are not a qualified education loan. See IRS, 26 CFR 1, REG-116826-97.
 - v. Look out for “direct to consumer” loans with no school certification that were very common pre-2008 and are recently coming back.
 - c. The loan may be non-qualified because the student was not an eligible student as defined in 20 U.S.C. § 1091 and 34 CFR 668.32.
 - i. Student must be a degree candidate carrying at least one-half the normal full-time workload.
 - ii. Student must be a citizen, permanent resident or intending to become a citizen or permanent resident.
 - iii. Student may not have been a “taxpayer” under IRC221(d). Look at *Schultz v. Navient Solutions, Inc.* 2016 WL 8808073 (Bkrty.D.Minn., 2016). Was he or she working at the time the loan was taken?
 - d. Burden is on the creditor to prove the loan is qualified.
2. Student Loan is a Qualified Loan but the Debtor can demonstrate “Undue Hardship”
- a. Brunner or Totality of Circumstances Test.
 - b. Look at debtor’s monthly income minus reasonable expense to determine if there is money left over to service student loans.
 - c. Most cases settle before going to trial.
 - d. Partial discharge available in some circuits, including the 6th.

Best Case will pull in the data you have already input for the Debtor.

2018 CENTRAL STATES BANKRUPTCY WORKSHOP

Sample, Joseph Wayne - Student Loan Analyzer

General Information | Student Loans | Other Funding | Financial Information | Results | Learn More

Debtor: Sample, Joseph Wayne

Address: 10 Main St

City, State Zip: Lake Orion MI 48362-0000

Phone:

Marital Status: Not Married

Date of Birth: 10/10/1962

SSN: 263-00-1234

Jurisdiction: Eastern District of Michigan--Version 3.0 13 plan

Personal Information

☐ In the Military

☐ Retired

☐ Has a Disability

☐ Not a US Citizen

☐ Teacher

☐ Public Service Job

Next Tab OK Cancel Help

Student Loans can be added manually or imported from the NSLDS for Federal Student Loans. Private loans must be added manually from information in the credit report or servicers website.

Sample, Joseph Wayne - Student Loan Analyzer

General Information | Student Loans | Other Funding | Financial Information | Results | Learn More

Debtor: Sample, Joseph Wayne

Import NSLDS file About NSLDS Add Loan

Creditor	Total Owed	Status	Institution	Dates of Attendance	Type
National Collegiate Trust	\$35,000.00	DF	Oakland University	2010-2011	Private
Sallie Mae Servicing	\$100,000.00	DF	Oakland University	2007-2008	Federal
Naviant	\$13,000.00	DF	Oakland University	2006-2007	Federal
National Collegiate Trust	\$25,000.00	DF	Oakland Community College	2005-2006	Private

Modify Loan Delete Loan

Loan Information

Type: Private

Creditor: National Collegiate Trust

Status: Defaulted, unresolved

Total Owed: \$35,000.00

Attended: 2010-2011 Academic Year

Monthly Payment: \$500.00

Last Payment Date:

Institution: Oakland University

City, State: Rochester Hills, MI

Cost of Attendance: \$32,860.00 (On Campus)

Title IV Accredited: Fully Accredited

In-State Tuition: No

Graduate School: No

Graduated: No

Withdraw before Completing Term: No

Next Tab OK Cancel Help

Student Loan Analyzer

A debtor's NSLDS (National Student Loan Data System) file contains information about their federal student loans, and is available from the Department of Education. Your client can download this information right in your office:

1. Go to www.nsls.ed.gov
2. Scroll to the bottom of the page and click on MyStudentData Download
3. Your client may need to create a FSA account first, but it is a quick process
4. You will be asked to specify a location to save the NSLDS document
5. Select your preferred destination
6. Once it is finished downloading you can import it into the Student Loan Analyzer

OK

AMERICAN BANKRUPTCY INSTITUTE

When you click on Add Loan the software will determine the Cost of Attendance based on the year attended and whether the student lived on or off campus. It will also determine the accreditation status.

Sample, Joseph Wayne - Student Loan Analyzer

General Information | Student Loans | Other Funding | Financial Information | Results | Learn More

Debtor: Sample, Joseph Wayne Import NSLDS file About NSLDS Add Loan

Creditor	Total Owed	Status	Institution	Dates of Attendance	Type
National Collegiate Trust	\$35,000.00	DF	Oakland University	2010-2011	Private
Sallie Mae Servicing	\$100,000.00	DF	Oakland University	2007-2008	Federal
Navient	\$13,000.00	DF	Oakland University	2006-2007	Federal
National Collegiate Trust	\$25,000.00	DF	Oakland Community College	2005-2006	Private

Sample, Joseph Wayne - Student Loan Analyzer - Add Loan

Add Loan Information Below or National Collegiate Trust to populate the form below.

Loan Information

Type: Don't Know

Creditor: National Collegiate Trust

Status: Defaulted—in litigation

Original Amount: 25,000.00

Attended: Academic Year 2010 to 2011

Monthly Payment: 500.00

Last Payment Date:

☐ Graduate School (non-Professional programs)

Institution

Institution: Oakland University Look Up

City, State: Rochester Hills MI

Cost of Attendance: On Campus 32,860.00


Title IV Accredited: Fully Accredited

☐ In-State Tuition

☐ Graduated

☐ Withdrew Before Completing the Term

OK Cancel Help

 Institution Lookup: Get Accreditation and COA Data ✕

There are multiple matches for "oakland". Please select one.

Institution:

Institution Name	City	State	Year	Accredited
ATI Career Training Center	Oakland Park	FL	2010	Yes
CET-Oakland	Oakland	CA		
HEALD COLLEGE SCHOOL	OAKLAND	CA		
ITT Technical Institute-Oakland	Oakland	CA	2010	No Data
NATIONAL TRAINING INSTITUTE	OAKLAND	CA		
Oakland City University	Oakland City	IN	2010	Yes
Oakland Community College	Bloomfield Hills	MI	2010	Yes
Oakland University	Rochester Hills	MI	2010	Yes
Wyotech-Oakland Campus	Oakland	CA		

There is no (or incomplete) Cost of Attendance data for this institution.

You should verify this data with:

ATI Career Training Center-Oakland Park
3501 Northwest 9th Avenue, Oakland Park, FL
33309

AMERICAN BANKRUPTCY INSTITUTE

Sample, Joseph Wayne - Student Loan Analyzer

General Information | Student Loans | Other Funding | Financial Information | Results | Learn More

Debtor: Sample, Joseph Wayne

Students can pay for their education using several sources. Scholarships and grants can be applied against the Cost of Attendance when calculating dischargeability. Payment transcripts are available from the Burser of the Institution they attended.

2005-2006 Academic Year	2006-2007 Academic Year
Amount Borrowed: \$25,000.00	Amount Borrowed: \$13,000.00
Scholarships: 5,000.00	Scholarships: 0.00
Grants: 5,000.00	Grants: 0.00
Family Contributions: 0.00	Family Contributions: 0.00
Other: 0.00	Other: 0.00

2007-2008 Academic Year	2010-2011 Academic Year
Amount Borrowed: \$100,000.00	Amount Borrowed: \$35,000.00
Scholarships: 0.00	Scholarships: 10,000.00
Grants: 0.00	Grants: 0.00
Family Contributions: 0.00	Family Contributions: 0.00
Other: 0.00	Other: 0.00

Next Tab OK Cancel Help

Sample, Joseph Wayne - Student Loan Analyzer

General Information | Student Loans | Other Funding | Financial Information | Results | Learn More

Debtor: Sample, Joseph Wayne Debtor Location: Oakland Change Location

Income	Expense
Employment Status: Part-Time	Student Loan Expenses: 2,470.00
Occupation: Stock Manager	Other Monthly Expenses: 5,014.00
Employer: Fisher's Groceries	Total Monthly Expenses: 7,484.00
How Long Employed: 2 years	
Monthly Wages: 5,000.00	
Other Monthly Income: 0.00	

Total Financials

Total Household Income: \$60,000.00	Student Loan Payments	Student Loan Payments
Household Monthly Income: \$5,000.00	33% of Monthly Expenses	49% of Monthly Income
Total Household Student Loan Monthly Expenses: \$2,470.00		
Total Household Monthly Expenses: \$7,484.00		

! ! Next Tab OK Cancel Help

2018 CENTRAL STATES BANKRUPTCY WORKSHOP

Sample, Joseph Wayne - Student Loan Analyzer
X

General Information
Student Loans
Other Funding
Financial Information
Results
Learn More

Debtor: Sample, Joseph Wayne

Jurisdictional Scorecard

Summary
Joseph Wayne Sample
 Oakland
 Part-Time: Stock Manager
 55 Years Old | Single
 4 Loans (2 Federal, 2 Private)
Means Test: Under Median Income

 Total Monthly Income: \$5,000.00
 Total Monthly Expenses: \$7,484.00

 Student Loan Debt: \$173,000.00
 Monthly Student Loan Payment: \$2,470.00

 Household Student Loan Debt: \$173,000.00
 Household Student Loan Payment: \$2,470.00

Household Statistics: Student Loan Debt is:

33%
of Monthly Expenses

49%
of Monthly Income

Analysis and Options
2 loans appears to be non-qualified private loans [What's Next](#)
 National Collegiate Trust Loan: \$35,000.00 (\$500.00/month)
10% of monthly income
 The debtor's loans for academic term 2010 - 2011 exceed the Cost of Attendance.
 Some National Collegiate Trust Loans are non-profit loans, and can only be discharged via Brunner/TOC

 National Collegiate Trust Loan: \$25,000.00 (\$350.00/month)
7% of monthly income
 The debtor's loans for academic term 2005 - 2006 exceed the Cost of Attendance.
 Some National Collegiate Trust Loans are non-profit loans, and can only be discharged via Brunner/TOC
[Sample Complaints available in the Forms and Schedules Browser.](#)

2 loans appears to be qualified loans [What's Next](#)
 Sallie Mae Servicing Loan: \$100,000.00 (\$1,500.00/month)
 This loan may be good candidate for Brunner/TOC.
 Median Income for Locale: \$0.00/mo

Print

View Documents
OK
Cancel
Help

Sample, Joseph Wayne - Student Loan Analyzer
X

General Information
Student Loans
Other Funding
Financial Information
Results
Learn More

Debtor: Sample, Joseph Wayne

Jurisdictional Scorecard

Summary
Joseph Wayne Sample
 Oakland
 Part-Time: Stock Manager
 55 Years Old | Single
 4 Loans (2 Federal, 2 Private)
Means Test: Under Median Income

 Total Monthly Income: \$5,000.00
 Total Monthly Expenses: \$7,484.00

 Student Loan Debt: \$173,000.00
 Monthly Student Loan Payment: \$2,470.00

 Household Student Loan Debt: \$173,000.00
 Household Student Loan Payment: \$2,470.00

Household Statistics: Student Loan Debt is:

33%
of Monthly Expenses

49%
of Monthly Income

Analysis and Options

 This loan may be good candidate for Brunner/TOC.
 Median Income for Locale: \$0.00/mo
 Loan Payment is **30%** of monthly income
 Last Payment: (Defaulted, unresolved)

 Navient Loan: \$13,000.00 (\$120.00/month)
 This loan may be good candidate for Brunner/TOC.
 Median Income for Locale: \$0.00/mo
 Loan Payment is **2%** of monthly income
 Last Payment: (Defaulted, unresolved)
[Sample Complaints available in the Forms and Schedules Browser.](#)

Some loans may not be eligible for discharge. [What's Next](#)
 There are opportunities for relief outside of bankruptcy.
 The debtor is likely eligible for IBR or Consolidation
[View Counseling Solution Sheet](#)

Refer to Counseling

This analysis is based on the data that has been entered on previous screens

Print

View Documents
OK
Cancel
Help

Sample, Michigan Eastern District - 13 - Individual - MI-E-ZY

Forms & Schedules | All F&S | Additional Documents | Forms: 2017-12

[-] Student Loan Documents

- [-] ☐ Complaint Re Cost of Attendance (Generic)
- [-] ☐ Complaint Re Cost of Attendance (Debtor 2)(Generic)
- [-] ☐ Complaint Re Non-Qualified Educational Loan (Generic)
- [-] ☐ Complaint Re Non-Qualified Educational Loan (Debtor 2)(Generic)
- [-] ☐ Complaint Re Undue Hardship (Generic)
- [-] ☐ Complaint Re Undue Hardship (Debtor 2)(Generic)
- [-] ☐ Motion for Summary Judgment (Generic)
- [-] ☐ Motion for Summary Judgment (Debtor 2)(Generic)
- [-] ☐ Motion to Reopen (Generic)
- [-] ☐ Motion to Reopen (Debtor 2)(Generic)
- [-] ☐ Request for Admission (Generic)
- [-] ☐ Request for Admission (Debtor 2)(Generic)
- [-] ☐ Request for Production (Generic)
- [-] ☐ Request for Production (Debtor 2)(Generic)
- [-] ☐ Interrogatories (Generic)
- [-] ☐ Interrogatories (Debtor 2)(Generic)
- [-] ☐ Retainer Letter (Generic)

[+] Business and Corporate

[+] Applications, Notices, Motions and Orders

[+] Service and Letters

Open | Attach | Prepare ECF | ECF Manager | Print | Print All

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2018 CENTRAL STATES BANKRUPTCY WORKSHOP

Jurisdictional Scorecard
✕

Sixth Circuit

Eastern District of Michigan

- Hon. Phillip J. Shefferly (Chief)
- Hon. Marci B. McIvor
- Hon. Daniel S. Opperman
- Hon. Maria L. Oxholm
- Hon. Mark A. Randon
- Hon. Walter Shapero
- Hon. Thomas J. Tucker

Last Updated June 30, 2017. Profile Information Courtesy of Ballotpedia

Courts in the Sixth Circuit

26	6	5	15
Cases Heard	Cases Discharged	Cases Partially Discharged	Cases Denied

Profile

This jurisdiction allow Partial Discharge.

This jurisdiction uses the Brunner Test.

Close

Help

Jurisdictional Scorecard
✕

Sixth Circuit

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Last Updated June 30, 2017. Profile Information Courtesy of Ballotpedia

Hon. Marci B. McIvor

1	-	-	1
Cases Heard	Cases Discharged	Cases Partially Discharged	Cases Denied

Profile

Marci B. McIvor is a bankruptcy judge for the United States bankruptcy court, Eastern District of Michigan. She was appointed as a U.S. bankruptcy judge for the Eastern District of Michigan in 2003. Judge McIvor attended Harvard University for her Bachelors degree and Wayne State University for her J.D. McIvor was in private practice until 1986, when she joined the Office of the Attorney General for the State of Michigan. She served as an assistant attorney general until her appointment in 2003.

Close

Help

Sample, Michigan Eastern District - 13 - Individual - MI-E-ZY

Forms & Schedules | All F&S | Additional Documents | Forms: 2017-12

Student Loan Documents

- Complaint Re Cost of Attendance (Generic) ☐
- Complaint Re Cost of Attendance (Debtor 2)(Generic) ☐
- Complaint Re Non-Qualified Educational Loan (Generic) ☐
- Complaint Re Non-Qualified Educational Loan (Debtor 2)(Generic) ☐
- Complaint Re Undue Hardship (Generic) ☐
- Complaint Re Undue Hardship (Debtor 2)(Generic) ☐
- Motion for Summary Judgment (Generic) ☐
- Motion for Summary Judgment (Debtor 2)(Generic) ☐
- Motion to Reopen (Generic) ☐
- Motion to Reopen (Debtor 2)(Generic) ☐
- Request for Admission (Generic) ☐
- Request for Admission (Debtor 2)(Generic) ☐
- Request for Production (Generic) ☐
- Request for Production (Debtor 2)(Generic) ☐
- Interrogatories (Generic) ☐
- Interrogatories (Debtor 2)(Generic) ☐
- Retainer Letter (Generic) ☐

Business and Corporate

Applications, Notices, Motions and Orders

Service and Letters

Open Attach Prepare ECF ECF Manager

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So you have Non-Qualified Educational Loans. What's Next?

- (1) Review the template complaint, and add any additional facts that you feel will assist your client.
- (2) If the bankruptcy proceeding is still open, file the complaint as a separate adversary proceeding.
- (3) If the bankruptcy proceeding is closed, file the motion to reopen.
- (4) Once you file the complaint, the court will generate a summons. Serve this summons and complaint upon the named defendants.
- (5) Once the defendant files its answer, file the motion for summary judgment seeking declaratory relief that the debts are not encompassed by section 523(a)(8).
- (6) Attend the oral argument. Wait for ruling.

So you have Qualified Educational Loans. What's Next?

- (1) Review the template complaint, and add any additional facts that you feel will assist your client.
- (2) If the bankruptcy proceeding is still open, file the complaint as a separate adversary proceeding.
- (3) If the bankruptcy proceeding has closed, file the motion to reopen.
- (4) Once you file the complaint, the clerk of the court will generate a summons which will appear on the docket. Serve this summons and complaint upon the named defendants.
- (5) Hold your 26(f) conference, and serve discovery requests on the defendant.
- (6) Defendant will also serve discovery requests upon your client. Generally, you will need your client to locate the following:
 - a. Tax returns for last 3 years;
 - b. Paystubs for last 12 months;
 - c. Bank statements for last 12 months.
- (7) Confer with opposing counsel about settlement opportunities. At a bare minimum, even without good facts, you should be able to get the creditor to stop all further interest, and put your client on a reasonable monthly payment. Where you have good facts but are weary of trial, work to get the principal cut in half with no further interest, and release for the co-signor.
- (8) If no settlement can be reached, complete discovery and prepare for trial.
- (9) Remember, it is the creditor's burden to prove the debts fall within Section 523(a)(8) BEFORE you have to prove undue hardship. Make the creditor prove this! Do not stipulate!



What is Student Loan Counseling?

DebtHelper.com's student loan counseling is review of your personal financial situation with suggestions for improving your disposable income and reducing your expenses and liabilities.

Counselors know your primary focus is to find out if you are eligible for repayment assistance with a free federal program and to find out if and which repayment program is the right one for you, right now. They will provide you a full budget review in order to assist you with this decision.

Federal student loan repayment options:

- Income-based repayment plans (more common)
- Loan rehabilitation programs (common if you are severely delinquent)
- Student loan forgiveness programs (less common groups)
- Other student loan repayment programs (specialty groups)
- Traditional student loan repayment (what you may be on now)
- Student loan consolidation (merging multiple loans into one)

During your student loan counseling session, your counselor will talk about repayment options available and will help you make the decision which option is right for you, right now.

Disclosure

*Federal Repayment Programs are Free and can be applied for entirely on your own, but if you need help through the process, that's what a Student Loan Counseling Service is designed for.

Private Student Loans are Not Eligible for the Free Federal Program Consolidation Options

Counseling Fees

The Initial Call is Free

Subsequent Counseling Sessions cost
\$125.

What's Next

Once an attorney refers you to counseling, a DebtHelper counselor will contact you and arrange the initial consultation.

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Student Loan Summary for

JOSEPH WAYNE SAMPLE

Debtor 1 Name: Joseph Wayne Sample

Address: 10 Main St

Lake Orion MI 48362-0000

Age: 55

Profession: Stock Manager

Employment Status: Part-Time

Monthly Income: \$5,000.00

Monthly Expense: \$7,484.00

Student Loan Summary: 4 student loans

Loan Type: Private

Creditor: National Collegiate Trust

Status: Defaulted, unresolved

Total Owed: \$35,000.00

Monthly Payment: \$500.00

Last Payment Date: / /

Loan Type: Federal

Creditor: Sallie Mae Servicing

Status: Defaulted, unresolved

Total Owed: \$100,000.00

Monthly Payment: \$1,500.00

Last Payment Date: / /

Loan Type: Federal

Creditor: Navient

Status: Defaulted, unresolved

Total Owed: \$13,000.00

Monthly Payment: \$120.00

Last Payment Date: / /

Loan Type: Private

Creditor: National Collegiate Trust

Status: Defaulted, unresolved

Total Owed: \$25,000.00

Monthly Payment: \$350.00

Last Payment Date: / /

DECEMBER 1, 2018 RULE CHANGES

On September 12, 2017, the following were approved by the Judicial Conference and transmitted to the Supreme Court on October 4, 2017.

Rules (on track to become effective December 1, 2018)

- Appellate Rules 8, 11, 25, 26, 28.1, 29, 31, 39, and 41, and Forms 4 and 7;
- Bankruptcy Rules 3002.1, 5005, 7004, 7062, 8002, 8006, 8007, 8010, 8011, 8013, 8015, 8016, 8017, 8021, 8022, 9025, new Rule 8018.1, and new Part VIII Appendix;
- Civil Rules 5, 23, 62, and 65.1; and
- Criminal Rules 12.4, 45, and 49.

Bankruptcy Forms

- Official Forms 417A and 417C (to become effective December 1, 2018) – Notice of Appeal and Statement of Election and Certificate of Compliance with Rule 8015(a)(7)(B) or 8016(d)(2)

NOTE: On March 14, 2018, the Standing Committee submitted to the Supreme Court a request to withdraw the proposed amendment to Appellate Rule 25(d)(1), explaining the Committee has realized the amendment, part of a larger effort to focus on electronic filing and eliminate unnecessary proofs of service, failed to account for pro se litigants who do not use the electronic filing system and, therefore, would not receive a copy electronically but must be served separately, supported by a proof of service. The Committee now intends to submit an amendment to Appellate Rule 25(d)(1) next year.

HOW DO THE RULES CHANGES IMPACT BANKRUPTCY PRACTICE?

In general, the Rule changes are in keeping with the Civil Rules Advisory Committee's decision to pursue a national rule mandating electronic filing and service in civil cases. Civil Rule 5, Appellate Rules 25 and 26 and **Bankruptcy Rules 5005 and 8011** all address electronic service, filing, notice and signature. Consent to electronic service of a document in writing is no longer required for service made by filing with the court's electronic-filing system on registered users of that system. In addition, no certificate of service is required when a document is served by filing it with the court's electronic-filing system as the system itself creates a record of the service.

Bankruptcy Rule 3002.1 Notice Relating to Claims Secured by Security Interest in the Debtor's Principal Residence Amendments to subdivisions (b) and (e) do 3 things: 1. Create flexibility regarding noticing a payment change for home equity lines of credit; 2. Create a procedure for objecting to a notice of payment change; 3. Expand the parties who may seek a determination of fees, expenses and charges owed at the end of the case.

Bankruptcy Rule 7004 Summons, Service, Proof of Service incorporates by reference various components of Civil Rule 4 include waiver of service of summons. Civil Rule 4 was amended in 2007 but Bankruptcy Rule 7004 was not similarly changed until now.

Bankruptcy Rules 7062, 8007, 8010, 8021 and 9025 Amendments conform these Rules to the pending amendments to Civil Rules 62 and 65 which lengthen the period of the automatic stay of a judgment and modernize terminology – “supersedeas bond” is replaced with “bond or other security. This new terminology will apply to bankruptcy adversary proceedings. Note Rule 7062 will maintain the current 14-day duration of the automatic stay of judgment rather than including the Rule 62 change from 14 to 30 days since the deadline for post-judgment motions in bankruptcy is 14 days.

Bankruptcy Rules 8002,8011,8013,8015,8016,8017 and 8022 and new Part VIII Appendix address needed conformity with amendments to the Appellate Rules that went into effect December 1, 2016 along with including some pending changes. Inmate-filing provisions, list of post-judgment motions that toll the time for filing an appeal, page limits for filed documents are converted to word limits for computer prepared documents and some existing word limits are reduced. The Appendix is a single chart to collect all of the changes. Timing and length of amicus briefs are also addressed.

Bankruptcy Rule 8002 Time for Filing Notice of Appeal New subdivision (a)(5) clarifies that the time for filing a notice of appeal begins to run upon docket entry in contested matters and adversary proceedings for which Rule 58 does not require a separate document. When Rule 58 requires a separate document, the time commences to run when the judgment, order or decree is entered in the civil docket and either is set forth in a separate document or 150 days have run from the entry in the civil docket, whichever occurs first.

Bankruptcy Rule 8006 Certifying a Direct Appeal to the Court of Appeals New subdivision (c)(2) authorizes the bankruptcy judge or the court in which the appeal is then pending to file a statement on the merits of certification for direct review if the certification is made jointly by all parties to the appeal.

Bankruptcy Rule 8018.1 District-Court Review of a Judgment that the Bankruptcy Court Lacked the Constitutional Authority to Enter A new Rule authorizing a district court to treat a bankruptcy court's judgment as proposed findings of fact and conclusions of law if it is determined the bankruptcy court lacked the constitutional authority to enter a final judgment.

Western District Local Plan Trustee's Tips (3/22/2018):

Section I Notices:

A claim must be filed timely to receive payment through the Ch 13. However, **the plan now controls** treatment of **secured, non-government** claims in cases filed after 12/1/17. Consider filing a claim as allowed under Rule 3004 to make your plan work if a creditor does not timely file a claim.

Failure to check the appropriate box(es) in this Section will make the later corresponding part of the plan unenforceable (for example, any non-standard provisions in Section VIII will be ignored unless the box is checked in the notices section).

Section II Payments and Attorney

(A) Payment Details: The plan states an employer wage order will be issued unless otherwise specified. Use the Non-Standard Provisions at Section VIII if there are special considerations (split between employers, issued to one employer vs. the other, etc.). If you are requesting a waiver of the employer payment requirement, a separate request must be submitted in writing to the Trustee's office.

Correctly indicate the total amount estimated to be paid through the Plan.

(B) Attorney Fees: Fill in the total fee to be paid, pursuant to Form 2106, but leave the rest blank if attorney is to be paid first. If there is a set monthly payment entered, ensure there are enough funds to pay it. There will need to be language added here and/or in the appropriate creditor section if the fee is to be paid in conjunction with adequate protection and/or equal monthly payments to secured creditors.

Section III Secured Claims

(A) Secured Claims: ONLY list secured debt that is not receiving additional special treatment (such as principal home mortgage obligation, 910 vehicle loan debts)

- a. You will need to add: interest rate, adequate protection amount, set monthly payment, pro rata, etc. to the "Other" line. (____% interest rate, \$____ adequate protection, paid pro rata)
- b. Include the amounts of arrears/balance owed at the time of filing (\$1,000 / \$125,000)
- c. If entering direct mortgage here select 'Maintain' or otherwise indicate debtor making ongoing payments directly.

(B) Valuation: The plan does not include pre-printed language regarding the retention of liens which attorneys may wish to consider when using this section. This section requires a separate motion be served pursuant to BR 7004 & Local Rule 3015-1.

(B)(1) Real Property: ONLY list real property if you are challenging the fair market value and trying to avoid the lien. A separate Motion must be filed as well.

(B)(2) Vehicles: ONLY list vehicles for which valuation (cram down) is being sought.

(B)(3) Personal Property: ONLY list debts secured by personal property for which valuation (cram down) is being sought.

(C) Lien Avoidance: List (non-purchase money security) liens secured by personal property that you plan to avoid to preserve an exemption.

(D) Surrender of Collateral: list any secured debts if the collateral is to be surrendered.

(E) Direct Payments Secured Claims: list any payments the Debtor(s) will be paying direct: home mortgages, student loans- if current at time of filing, etc.

Section IV Administrative and Priority

(A) Administrative Fees: Should be used for additional admin claimant (accountant). You do not need to include Trustee fee since it is addressed in Section 1(A). The filing fee can be entered, but please don't enter how it is to be paid – the Court has their own rules for how the fee is paid through the plan.

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(B): Priority Claims: Should list creditors separately if more than one. Section 1325(a)(5) doesn't require equal monthly payments to be paid to unsecured priority creditors so no need to include. Instead can type 'pro-rata' on the monthly payment line. Likewise, no interest is appropriate for unsecured priority obligations.

(C): Domestic Support Obligations: if it is current, click Current paid outside the plan box, if not fill in the child support payment terms. You might consider including the payee name and address only on Schedule E so as not to broadcast this information to all creditors.

(D): Other: List any other debts you listed on Sched E (fines, non-dischargeable debt, etc.)

Section V: Unsecured Nonpriority Creditors: If paying 100%, click the box (B), if not, don't do anything. Type "pro-rata" or leave as \$0/mo unless a certain dollar amount is required to be distributed.

(C): Separately Classified: List unsecured non-priority creditors that would get special treatment (ex. to protect a co-debtor, student loans to receive set monthly payment, etc.).

Section VI: Executory Contracts: Look at Sched G & list any/all of them, otherwise select NONE.

Section VII: Income Tax Returns: Regardless of how checked, Trustee may request annual tax returns; see Section 521(f).

Section VIII: Non-Standard Provisions: Should be used **very rarely**, however, if special circumstances make the above categories unfit for use, check the box (as well as the box on page 1) and provide the details.

Section VIII: Mortgage Modification Mediation: Click only if debtor intends to participate in program. Note this is part of the Non-Standard Provisions section so the box on page 1 must be checked as well.

MISCELLANEOUS

Request to Amend Unconfirmed Plan and Request to Modify Confirmed Plan documents must be filed along with Amended/Modified Plans. Keep in mind the purpose of these forms is to alert the Court, creditors and the Trustee to changes being made to the actual plan document. The Request and the Amended/Modified Plan should be consistent. "See attached amended/modified plan" does not fulfill the notice requirement and is not acceptable.

See the Trustee's website: ch13wdw.org Attorney FAQ page or the News page article dated 12-1-2017 for a summary of rule changes that took place 12-1-2017.

Notice of Postpetition Mortgage Fees, Expenses & Charges (Form 410S2) filed after 2-1-18 will no longer be treated as a filed claim and no payment will be made by this office unless specifically provided for in the plan. A special provision within your plan worded similar to the following would allow payment: *If any post-petition claims are filed under Rule 3002.1(c) during the term of this plan, the trustee will disburse funds on the claim. Debtor(s) will modify the plan if necessary to maintain plan feasibility.*

Before filing the plan, review the creditor payments under Sections, III, IV, and V, to make sure the total set payments do not exceed the plan payment shown in Section II. We have seen both commercial software and manually created plans with this problem.

If using the PDF form from the Court's website, you must convert it to read only format or print it and scan it as a PDF document before filing. Do not file the form directly as is.

Be aware that many of the check boxes expand and contract sections of the plan. We have seen attorneys fill in sections detailing creditor treatment and then incorrectly check the section check box making all their work in that section essentially disappear in the filed plan. Some of the commercial software currently has errors where both the NONE check box can be checked but detail also entered. It is not clear what your intent is in that situation. Please review all checkboxes before filing.

Attorney Leslie Brodhead Griffith

2018 CENTRAL STATES BANKRUPTCY WORKSHOP

UNITED STATES BANKRUPTCY COURT, WESTERN DISTRICT OF WISCONSIN

www.wiwb.uscourts.gov

CHAPTER 13 PLAN (Individual Adjustment of Debts)

- ☐ _____ Original Plan
☐ _____ Amended Plan (Indicate 1st, 2nd, etc. Amended, if applicable)
☐ _____ Modified Plan (Indicate 1st, 2nd, etc. Modified, if applicable)

DEBTOR: _____ JOINT DEBTOR: _____ CASE NO.: _____

SS#: xxx-xx- _____ SS#: xxx-xx- _____

I. NOTICES

- To Debtors: Plans that do not comply with local rules and judicial rulings may not be confirmable. All plans, amended plans and modified plans shall be served upon all creditors and a certificate of service filed with the Clerk pursuant to Local Rules 3015-1, 3015-2, and 3015-3.
- To Creditors: Your rights may be affected by this plan. You must file a timely proof of claim in order to be paid. Your claim may be reduced, modified or eliminated.
- To All Parties: The plan contains no nonstandard provisions other than those set out in paragraph VIII. Debtor(s) must check one box on each line listed below in this section to state whether the plan includes any of the following:

The valuation of a secured claim, set out in Section III, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section III	<input type="checkbox"/> Included	<input type="checkbox"/> Not included
Nonstandard provisions, set out in Section VIII	<input type="checkbox"/> Included	<input type="checkbox"/> Not included

TO ALL PARTIES:

Unless otherwise provided for in this plan, the Trustee shall disburse payments in the following order: administrative expenses including trustee and attorney fees, secured claims, priority claims, general unsecured claims.

II. PLAN PAYMENTS, LENGTH OF PLAN AND DEBTOR(S)' ATTORNEY'S FEE

- A. **MONTHLY PLAN PAYMENT:** This Plan pays for the benefit of the creditors the amounts listed below, including trustee's fees beginning 30 days from the filing/conversion date. Debtor(s) will make payments by employer wage order, unless otherwise specified herein. The payments must be made for the Applicable Commitment Period, either 36 or 60 months, or for a shorter period that is sufficient to pay allowed nonpriority unsecured claims in full.

1. \$0.00 for _____ months;
2. \$0.00 for _____ months;
3. \$0.00 for _____ months;
4. \$0.00 for _____ months;
5. \$0.00 for _____ months;
6. \$0.00 for _____ months;

The total amount of estimated payments to the trustee: \$0.00

B. DEBTOR(S)' ATTORNEY'S FEE: ☐ NONE ☐ PRO BONO

Total Fees: \$0.00	Total Paid: \$0.00	Balance Due: \$0.00
Payable \$0.00 /month (Months _____ to _____)		

III. TREATMENT OF SECURED CLAIMS

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Debtor(s): _____ Case number: _____

A. SECURED CLAIMS: ☐ NONE

[Retain Liens pursuant to 11 U.S.C. §1325 (a)(5)] Mortgage(s)/Lien on Real or Personal Property:

1. Creditor: _____	
Address: _____	Arrearage/ Payoff on Petition Date _____ [Select Payment Type] <u>\$0.00</u> /month
Account No.: _____	
Other: _____	
<input type="checkbox"/> Real Property <input type="checkbox"/> Principal Residence <input type="checkbox"/> Other Real Property	Check one below for Real Property: <input type="checkbox"/> Escrow is included in the regular payments <input type="checkbox"/> The debtor(s) will pay <input type="checkbox"/> taxes <input type="checkbox"/> insurance directly
Address of Collateral: _____	
<input type="checkbox"/> Personal Property/Vehicle Description of Collateral: _____	

B. VALUATION OF COLLATERAL: ☐ NONE

IF YOU ARE A SECURED CREDITOR LISTED BELOW, THE PLAN SEEKS TO VALUE THE COLLATERAL SECURING YOUR CLAIM IN THE AMOUNT INDICATED. A SEPARATE MOTION WILL ALSO BE SERVED UPON YOU PURSUANT TO BR 7004 AND LR 3015-1.

1. REAL PROPERTY: ☐ NONE

1. Creditor: _____ Address: _____ Account No.: _____ Real Property <input type="checkbox"/> Principal Residence <input type="checkbox"/> Other Real Property Address of Collateral: _____	Value of Collateral: <u>\$0.00</u> Amount of Creditor's Lien: <u>\$0.00</u> Interest Rate: <u>0.00%</u> Check one below: <input type="checkbox"/> Escrow is included in the monthly mortgage payment listed in this section <input type="checkbox"/> The debtor(s) will pay <input type="checkbox"/> taxes <input type="checkbox"/> insurance directly	<p style="text-align: center;">Payment</p> Total paid in plan: <u>\$0.00</u> <u>\$0.00</u> /month Adequate Protection Payment: <u>\$0.00</u> Equal Monthly Payment: <u>\$0.00</u>
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2. VEHICLES(S): ☐ NONE

2018 CENTRAL STATES BANKRUPTCY WORKSHOP

Debtor(s): _____ Case number: _____

1. Creditor: _____ Address: _____ Account No.: _____ VIN: _____ Description of Collateral: _____ Check one below: <input type="checkbox"/> Claim incurred 910 days or more pre-petition <input type="checkbox"/> Claim incurred less than 910 days pre-petition	Value of Collateral: <u> \$0.00 </u> Amount of Creditor's Lien: <u> \$0.00 </u> Interest Rate: <u> 0.00% </u>	<div style="text-align: center;">Payment</div> Total paid in plan: <u> \$0.00 </u> <div style="text-align: center;"><u> \$0.00 </u> /month</div> Adequate Protection Payment: <u> \$0.00 </u> Equal Monthly Payment: <u> \$0.00 </u>
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3. PERSONAL PROPERTY: ☐ NONE

1. Creditor: _____ Address: _____ Account No.: _____ Description of Collateral: _____ Check one below: <input type="checkbox"/> Claim incurred 1 year or more pre-petition <input type="checkbox"/> Claim incurred less than one year pre-petition	Value of Collateral: <u> \$0.00 </u> Amount of Creditor's Lien: <u> \$0.00 </u> Interest Rate: <u> 0.00% </u>	<div style="text-align: center;">Payment</div> Total paid in plan: <u> \$0.00 </u> <div style="text-align: center;"><u> \$0.00 </u> /month </div>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

C. LIEN AVOIDANCE ☐ NONE

- ☐ Judicial liens or nonpossessory, nonpurchase money security interests securing the claims will be avoided to the extent that they impair the exemptions under 11 U.S.C. § 522 as listed below. A separate motion will also be served pursuant to BR 7004 and LR 3015-1.

1. Creditor: _____ Address: _____ Account No.: _____	Collateral: _____ Exemption: _____
------------------------------------------------------------	---------------------------------------

D. SURRENDER OF COLLATERAL: Secured claims filed by any creditor granted stay relief in this section shall not receive a distribution from the Chapter 13 Trustee.

- ☐ NONE
- ☐ The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the automatic stay be terminated in rem as to the debtor(s) and in rem and in personam as to any codebtor(s) as to these creditors.
- ☐ Other: _____

<u>Name of Creditor</u>	<u>Account No.</u>	<u>Description of Collateral (Address, Vehicle, etc.)</u>
-------------------------	--------------------	-----------------------------------------------------------

1. _____

E. DIRECT PAYMENTS SECURED CLAIMS:

- ☐ NONE

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Debtor(s): _____ Case number: _____

- ☐ The debtor(s) elect to make current payments directly to each secured creditor listed below. Nothing herein is intended to terminate or abrogate the debtor(s)' state law contract rights.

Name of Creditor _____ Last 4 Digits of Account No. _____ Description of Collateral (Address, Vehicle, etc.) _____

1. _____

IV. **TREATMENT OF FEES AND PRIORITY CLAIMS** [as defined in 11 U.S.C. §507 and 11 U.S.C. § 1322(a)(4)]

A. **ADMINISTRATIVE FEES OTHER THAN DEBTORS(S)' ATTORNEY'S FEE:** ☐ NONE

Name:	_____
Payment Address:	_____
Total Due:	\$0.00
Payable	\$0.00 /month

B. **PRIORITY TAX CLAIMS:** ☐ NONE

Total Due:	\$0.00	Total Payment	\$0.00
Payable	\$0.00 /month		

C. **DOMESTIC SUPPORT OBLIGATION(S):** ☐ NONE ☐ CURRENT AND PAID OUTSIDE

1. Name of Creditor:	_____
Payment Address:	_____
Total Due:	\$0.00
Payable	\$0.00 /month
Regular Payment (if applicable)	\$0.00 /month

D. **OTHER:** ☐ NONE

1. Name of Creditor:	_____
Payment Address:	_____
Total Due:	\$0.00
Payable	\$0.00 /month
Regular Payment (if applicable)	\$0.00 /month

V. **TREATMENT OF UNSECURED NONPRIORITY CREDITORS**

A. Pay \$0.00 /month

Pro rata dividend will be calculated by the Trustee upon review of filed claims after bar date.

B. ☐ If checked, the Debtor(s) will amend/modify to pay 100% to all allowed unsecured nonpriority claims.

C. **SEPARATELY CLASSIFIED:** ☐ NONE

1. Name of Creditor:	_____
Payment Address:	_____
Account No.:	_____
Basis for Separate Classification	_____
Payable	\$0.00 /month

*Debtor(s) certify the separate classification(s) of the claim(s) listed above will not prejudice other unsecured nonpriority creditors pursuant to 11 U.S.C. § 1322.

VI. **EXECUTORY CONTRACTS AND UNEXPIRED LEASES:** Secured claims filed by any creditor/lessor granted stay relief in this section shall not receive a distribution from the Chapter 13 Trustee.

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Debtor(s): _____ Case number: _____

☐ NONE

☐ Unless provided for under a separate section, the debtor(s) request that upon confirmation of this plan, the automatic stay be terminated in rem as to the debtor(s) and in rem and in personam as to any codebtor(s) as to these creditors/lessors. Nothing herein is intended to terminate or abrogate the debtor(s)' state law contract rights.

Name of Creditor

Collateral

Acct. No.

Assume/Reject

1. _____ ☐ Assume ☐ Reject

VII. INCOME TAX RETURNS AND REFUNDS: ☐ NONE

☐ Debtor(s) will not provide tax returns unless requested by any interested party pursuant to 11 U.S.C. § 521.

☐ The debtor(s) is hereby advised that the chapter 13 trustee has requested that the debtor(s) comply with 521(f) 1-4 on an annual basis during the pendency of this case. The debtor(s) will not provide tax returns unless requested by any interested party pursuant to 11 USC 521. If returns are requested, the debtor(s) hereby acknowledge that the deadline for providing the Trustee with their filed tax returns is on or before May 15 of each year the case pending.

VIII. NON-STANDARD PLAN PROVISIONS ☐ NONE

☐ Nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are void.

☐ Mortgage Modification Mediation

PROPERTY OF THE ESTATE WILL VEST IN THE DEBTOR(S) UPON PLAN CONFIRMATION.

I declare that the foregoing chapter 13 plan is true and correct under penalty of perjury.

Debtor	Date	Joint Debtor	Date
_____	_____	_____	_____

Attorney with permission to sign on
Debtor(s)' behalf

Date

By filing this document, the Attorney for Debtor(s) or Debtor(s), if not represented by counsel, certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in Local Form Chapter 13 Plan and the plan contains no nonstandard provisions other than those set out in paragraph VIII.

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

In re: Chapter 13
Case No.:

REQUEST TO AMEND UNCONFIRMED CHAPTER 13 PLAN

1. This request to amend an unconfirmed Chapter 13 Plan supersedes all prior requests to amend the Plan and includes all proposed amendments. Terms not fully stated here or in the original Plan are not part of the Plan.
2. Service: A certificate of service must be filed with this request for plan amendment, together with the amended Western Wisconsin Local Form 3015-1.1.
3. Designate one of the following:

_____ A copy of this proposed amendment has been served on the parties (the debtor, the trustee, the United States Trustee and all creditors) as required by Fed. R. Bank. P. 3015(g); or

_____ A motion requesting limited service is being filed simultaneously with the Court.
4. I request the following amendment of the Chapter 13 Plan filed with the Court:

All remaining terms of the original Chapter 13 plan are unaffected. In the event of a conflict between the terms of the original Plan and the terms of this amendment, the terms of this amendment will control.

WHEREFORE, each Debtor requests the Court approve this proposed amendment to the original Chapter 13 Plan.

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

In re:

Chapter 13

Case No.:

REQUEST TO MODIFY CONFIRMED CHAPTER 13 PLAN

1. The person requesting this plan modification is:

_____ The Debtor;

_____ The Chapter 13 Trustee;

_____ the holder of an unsecured claim Name: _____

2. Service: A certificate of service must be filed with this request for plan modification, together with the modified Wisconsin Local Form 3015-1.1

3. Designate one of the following:

_____ A copy of this proposed modification has been served on the parties (the debtor, the trustee, the United States Trustee and all creditors) as required by Fed. R. Bank. P. 3015(h); or

_____ A motion requesting limited service is being filed simultaneously with the Court.

4. I request the following modification of the Chapter 13 Plan last confirmed by the Court: