

Sample Chapter 13 Plan

This PDF contains a completed Chapter 13 Plan. Each Chapter 13 Plan in the ND of Texas provides for the treatment of claims on Pages 2-5 and contains Boiler Plate Language detailing how each type of claim is to be treated on the remaining pages.

The PDF divides the Plan into specific sections for discussion purposes. After each section the next slide contains the applicable Boiler Plate Language, Notes regarding the section, the applicable Order of Payment of the creditor's claim and the Potential Objection to Confirmation that is often filed.

Following the Plan is a list of common objections filed by the Trustee, information and practice tips concerning ad valorem taxes and contact information for the Chapter 13 Trustee offices.

Chapter 13 Plan:

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

In re: JOE PUBLIC * Case No.: 22-XXXXX
JANE PUBLIC * Date: 1/28/2022
*
* Debtor(s) Chapter 13
* Last 4 # SSN or TIN: 1234

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

DISCLOSURES

- This *Plan* does not contain any *Nonstandard Provisions*.
- This *Plan* contains *Nonstandard Provisions* listed in Section III.
- This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

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

Language in italicized type in this *Plan* shall be as defined in the "General Order 2021-05, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

Plan Payment: \$2,500

Plan Term: 60

Plan Base: \$150,000

Applicable Commitment Period: 60

Value of Non-exempt property per § 1325(a)(4): \$500

Monthly Disposable Income per § 1325(b)(2): \$0.00

Monthly Disposable Income x ACP ("UCP"): \$0.00

Chapter 13 Plan

Section A.

Plan Payments:

ANY OBJECTION TO CONFIRMATION OF THE CHAPTER 13 PLAN AND/OR MOTION FOR VALUATION MUST BE FILED AND SERVED ON THE DEBTOR, DEBTOR'S COUNSEL, AND THE TRUSTEE NO LATER THAN 21 DAYS AFTER THE NOTICE OF THE CONFIRMATION HEARING IS FILED AND SERVED IN THE FORT WORTH DIVISION, AND NO LATER THAN 7 DAYS PRIOR TO THE TRUSTEE'S PRE-HEARING CONFERENCE IN THE ABILENE, AMARILLO, DALLAS, LUBBOCK, SAN ANGELO AND WICHITA FALLS DIVISIONS.

MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim.

SECTION I DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 5/12/21

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:
\$ 2,500 per month, months 1 to 60.

For a total of \$ 150,000 (estimated "*Base Amount*").

First payment is due 2/27/2022.

The applicable commitment period ("ACP") is 60 months.

Monthly Disposable Income ("DI") calculated by *Debtor(s)* per § 1325(b)(2)
is: \$ 0.00.

The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the
Debtor(s), shall be no less than: \$ 0.00.

Debtor's(s') equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4),
shall be no less than: \$ \$500.

Notes:

- Plan Payment, Plan Term, Plan Base, ACP, Non-Exempt, and Disposable Income on Pg. 1 and the amounts in Section I A. should match.

Potential Objection to Confirmation:

- The amounts listed on Pg. 1 of the Plan/Amended Plan for UCP, ACP, or Non-Exempt, do not match the amount(s) listed in Section I.
- The filed Debtor(s) Plan is not in the approved format for the Northern District of Texas.

Chapter 13 Plan

Section B.

Statutory, Administrative and DSO Claims:

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$ 0.00 and shall be paid in full prior to disbursements to any other creditor.

2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2021-05 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).

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

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u>	<u>TREATMENT</u>
Atty Gen TX	\$1,500	6%	(MONTHS <u>1</u> TO <u>10</u>)	<u>\$150 PER MO.</u>

Boiler Plate Language:

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

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

Notes:

Creditor listed in B.3 must have Per Mo. treatment

Order of Payment:

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

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

Potential Objection to Confirmation:

- DSO is listed in the wrong section of the Plan and should be listed in Section B.3. (Atty General in Sec. J or H should be in B.3).
- DSO in B.(3) must be designated to be paid Per Mo.

Chapter 13 Plan

Section C. Attorney Fees:

C. ATTORNEY FEES: To Attorney Name, total: \$4,900*;
\$ \$500.00 Pre-petition; \$ \$4,400 disbursed by the *Trustee*.

* The Attorney fees include (check all appropriate boxes):

- Standard Fee Business Standard Fee
- Additional Fee for Motion to Extend/Impose the Automatic Stay
- Additional Fee for Case in which Debtor will receive F.R. Bank.P Rule 3002.1 notices

Boiler Plate Language:

C. ATTORNEY FEES:

The Standard Fee or Business Standard Fee for the Debtor's(s') Counsel is the amount indicated in Section I, Part C and shall be disbursed by the *Trustee* in the amount shown as

“Disbursed By The Trustee” pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements (“*AAPD*”), if filed. Additional Fees will be paid only after a Notice of Additional Fees and Rule 2016 Disclosure is filed with the Court to which there has been no timely objection or, if an objection is filed, after the entry of an Order by the Court allowing the Additional Fees.

Notes: Attorney Fees listed in Section C. must be designated to be paid Pro Rata.

- Attorney Fees which include Additional Fees should be marked accordingly & a Notice of Additional Fees (NOAF) must be filed. The NOAF should be filed the same time the Plan is filed.
- Attorney Fee Total, Amt Direct, & Amt Disbursed by Trustee should total correctly.

Order of Payment:

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

Potential Objection to Confirmation:

Debtor's Plan provides for Attorney Fees which exceed the standard fee, and a Notice of Additional Fees Disclosure has not been filed.

Chapter 13 Plan

Section D.(1) Pre-Petition Mortgage Arrearage:

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

<u>MORTGAGEE</u>	<u>SCHED. ARR. AMT</u>	<u>DATE ARR. THROUGH</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u>
Wells Fargo	\$5,000	1/1/2022	0%		Pro Rata
123 Oak St.					

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

<u>MORTGAGEE</u>	<u>SCHED. ARR. AMT</u>	<u>DATE ARR. THROUGH</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS <u>1</u> TO <u>60</u>)</u>	<u>TREATMENT</u>
Wells Fargo	\$5,000	1/1/2022	0%		\$83.33
123 Oak St.					

Boiler Plate Language:

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

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

Notes:

D.(1) DATE ARR. THROUGH SHOULD BE THE MONTH AND YEAR THE CASE WAS FILED.
Entries in Sections D.(1), D.(2), and D.(3) MUST include the property address.

Order of Payment:

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

8th – Any Creditors listed in D.(1) if designated to be paid per mo.

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

Potential Objections to Confirmation: Section D.(1) Pre-Petition Mortgage Arrears, date arrears through is missing or incorrect.

Missing Arrears Portion of Conduit Mortgage

Plan lists Secured (Non-Mortgage) in Wrong Section

**Chapter 13
Plan Section
D.(2) Current
Post-Petition
Mortgage
Payments
Disbursed by
the Trustee in a
Conduit Case:**

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

<u>MORTGAGEE</u>	<u># OF PAYMENTS PAID BY TRUSTEE</u>	<u>CURRENT POST-PETITION MORTGAGE PAYMENT AMOUNT</u>	<u>FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)</u>
Wells Fargo 123 Oak St.	59	\$1,500.00	4/1/2022

Boiler Plate Language:

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

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

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

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

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

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

Notes:

- Creditors listed in D.(2) must have a Conduit Payment Amount & Payment Due Date. The Due Date should be the 1st of the THIRD month after filing.
- Entries in Sections D.(1), D.(2), and D.(3) need to include the property address.
- The Conduit Payment Amount must match the Conduit APD Payment amount.

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

Order of Payment:

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

Potential Objections to Confirmation:

- Section D.(2) Current Post Petition Mortgage Payments disbursed by the Trustee in a Conduit Case, First Conduit Payment Due is missing or incorrect.
- Plan lists Secured (Non-Mortgage) in Wrong Section

Chapter 13 Plan

Section D.(3)

Post-Petition Mortgage Arrearage:

D.(3) POST-PETITION MORTGAGE ARREARAGE:

<u>MORTGAGEE</u>	<u>TOTAL AMT.</u>	<u>DUE DATE(S)</u> <u>(MM-DD-YY)</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS ___ TO ___)</u>	<u>TREATMENT</u>
Wells Fargo 123 Oak St.	\$3,000	2/22-3/22	0%		Pro Rata

D.(3) POST-PETITION MORTGAGE ARREARAGE:

<u>MORTGAGEE</u>	<u>TOTAL AMT.</u>	<u>DUE DATE(S)</u> <u>(MM-DD-YY)</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS 1 TO 30)</u>	<u>TREATMENT</u>
Wells Fargo 123 Oak St.	\$3,000	2/22-3/22	0%		\$100.00

D.(3) POST-PETITION MORTGAGE ARREARAGE:

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

Mortgage Lenders shall retain their liens.

Notes:

- GAP payments listed in D.(3) should be equal to the Current Post-Petition Mortgage Payment X 2. The number of GAP payments should NOT EXCEED TWO.
- Entries in Sections D.(1), D.(2), and D.(3) need to include the property address.

Order of Payment:

- 5th – Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.
- 6th – Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

Potential Objections to Confirmation:

- Section D.(3). Post Petition Mortgage Arrearage, Due Date(s) are missing or incorrect.
- Plan provides for more than 2 GAP payments in D.(3).
- Plan lists Secured (Non-Mortgage) in Wrong Section

Chapter 13 Plan

Section E.(1)(A)

and E.(1)(B)

Secured Creditors

– Paid by the Trustee:

E.(1) SECURED CREDITORS-PAID BY THE TRUSTEE:

A.

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>VALUE</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS ___ TO ___)	<u>TREATMENT</u> Per Mo.
Dallas Co	123 Oak St	\$1,500	\$350,000	12%	1-60 mths	\$25.00

B.

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>VALUE</u>	<u>%</u>	<u>TREATMENT</u> Pro-rata
Conn's	Washer	\$750.00	\$500.00	0%	Pro Rata

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

Boiler Plate Language:

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

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

Notes:

- Creditors in E.(1) A. should have a Per Mo treatment.
- Creditors in E.(1) B. should have a Pro Rata treatment.

Order of Payment:

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

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

Potential Objections to Confirmation:

- Creditor(s) provided for in the Plan under Section E.(1)(A) must provide for treatment as Per Mo with a designated monthly payment amount.
- Creditor(s) provided for in the Plan under Section E.(1)(B) must provide for Pro Rata treatment.

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Section E.(2)(A) and E.(2)(B) Secured 1325(a)(9) Claims Paid by the Trustee – NO CRAM DOWN:

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

<u>A.</u> <u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> Per Mo
Ford 18	Ford F-150	\$35,000	4.25%	1-60	\$600.00
<u>B.</u> <u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>%</u>		<u>TREATMENT</u> Pro-rata
Wells 19	Jeep Wrangler	\$25,000	5.25%		Pro Rata

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

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1)

and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

Boiler Plate Language:

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

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

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

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

Each secured claim shall constitute a separate class.

Notes:

- Creditors in E.(2)(A) should have a Per Mo treatment.
- Creditors in E.(2)(B) should have a Pro Rata treatment.
- Dallas County and IRS should NOT be listed in E(2).

Order of Payment:

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

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

Potential Objections to Confirmation:

- Creditor(s) provided for in the Plan under Section E.(2)(A) must provide for treatment as Per Mo with a designated monthly payment amount.
- Creditor(s) provided for in the Plan under Section E.(2)(B) must provide for Pro Rata treatment.



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Section F. Secured Creditors – Collateral to be Surrendered:

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>VALUE</u>	<u>TREATMENT</u>
NFM	Furniture	\$1,500	\$1,500	Surrender

Upon confirmation, pursuant to 11 U.S.C. § 1322 (b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

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

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

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

Boiler Plate Language:

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is

allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

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Section G. Secured Creditors – Paid Direct by Debtor:

G. SECURED CREDITORS-PAID DIRECT BY DEBTOR:

CREDITOR

COLLATERAL

SCHED. AMT.

Dallas Co.

123 Oak St.

\$2,500.00

Boiler Plate Language:

G. DIRECT PAYMENTS BY DEBTOR(S):

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

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

Each secured claim shall constitute a separate class.

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Section H. Priority Creditors Other Than Domestic Support Obligations:

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>TERM (APPROXIMATE)</u> (MONTHS __ TO __)	<u>TREATMENT</u>
IRS	\$1,250.00		Pro Rata

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>TERM</u> (APPROXIMATE)	<u>TREATMENT</u>
IRS	\$1,250.00	(MONTHS 1 TO 25)	\$50.00

Boiler Plate Language:

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

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

Order of Payment:

11th – Priority Creditors Other than Domestic Support Obligations (“Priority Creditors”) in H., which must be designated to be paid as either pro-rata or per mo.

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

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Section I. Special Class:

I. SPECIAL CLASS:

CREDITOR

SCHED. AMT.

TERM (APPROXIMATE)

(MONTHS TO)

TREATMENT

Per Mo

JUSTIFICATION:



Boiler Plate Language:

I CLASSIFIED UNSECURED CLAIMS:

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

Notes:

- Special Class in Sec. I, which must be designated to be paid Per Mo.

Order of Payment:

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

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Section J.

Unsecured Creditors:

J. UNSECURED CREDITORS:

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>COMMENT</u>
Infiniti Financial	\$30,000	
TOTAL SCHEDULED UNSECURED:	\$	\$30,000

Boiler Plate Language: **J. GENERAL UNSECURED CLAIMS TIMELY FILED:**

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

Notes: Any creditor listed on the Plan should also be listed on the Debtor's Schedules and Mailing Matrix. Creditors should not be listed in Section J with a blank scheduled amount.

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

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

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

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Section K.

Executory Contracts and Unexpired Leases:

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS <u>1</u> TO <u>10</u>)	TREATMENT
Apt Group	Assume	\$1,500.00		\$150.00

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Verizon	Assume			Paid Direct

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Verizon	Reject			

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

Boiler Plate Language:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section 1, Part K.

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

Notes:

Assumed Lease and Executory Contract Arrearage amounts will be disbursed by the Trustee as indicated in Section I, Part K and must be designated to be paid Per Mo.

Order of Payment:

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

Potential Objections to Confirmation: Executory Contract listed in Wrong Section



Additional Plan Issues and Frequent Objections to Confirmation

- **The filed Debtor(s) Plan is not in the approved format for the Northern District of Texas.**
- **The amounts listed on Pg. 1 of the Plan/Amended Plan for UCP, ACP, or Non-Exempt, do not match the amount(s) listed in Section I.**
- **DSO is listed in the wrong section of the Plan and should be listed in Section B.3. (Atty General in Sec. J and H should be in B.3).**
- **DSO in B.(3) must be designated to be paid Per Mo.**
- **Debtor's Plan provides for Attorney Fees which exceed the standard fee, and a Notice of Additional Fees Disclosure has not been filed.**
- **Section D.(1) Pre-Petition Mortgage Arrears, date arrears through is missing or incorrect.**
- **Section D.(2) Current Post Petition Mortgage Payments disbursed by the Trustee in a Conduit Case, First Conduit Payment Due is missing or incorrect.**
- **Section D.(3). Post Petition Mortgage Arrearage, Due Date(s) are missing or incorrect.**

Additional Plan Issues and Frequent Objections to Confirmation

- **Plan provides for more than 2 GAP payments in D.(3).**
- **Missing Arrears Portion of Conduit Mortgage**
- **Plan lists Secured (Non-Mortgage) in Wrong Section**
- **Creditor(s) provided for in the Plan under Section E.(1)(A) must provide for treatment as Per Mo with a designated monthly payment amount.**
- **Creditor(s) provided for in the Plan under Section E.(1)(B) must provide for Pro Rata treatment.**
- **Plan lists Taxing Authority in Wrong Section**
- **Executory Contract listed in Wrong Section**

Additional Plan/APD Issues:

- **Plan missing scheduled amounts.**
- **Creditors listed on the Plan or Schedules but NOT on the Mailing Matrix.**
- **The value listed on the Plan and the APD do not match.**
- **Plan provides for Per Mo treatment which is equal to scheduled amount (ex. \$16,000).**
- **APD not filed with the Plan.**
- **APD filed together with Amended Plan (APD should be filed separate from Amended Plan)**
- **Plan provides treatment for vehicle arrears and current, both to be paid by the Trustee.**
- **If an Amended Plan is filed which makes changes to a creditor's treatment, and the change in treatment affects the Authorization for Pre-Conf Disbursements (APD), an Amended APD needs to be filed.**
- **Plan does not provide for Conduit Mortgage APD Payment**
- **APD Amount and Conduit Payment Do Not Match**

Additional APD Issues which could result in a Refusal to Disburse Atty Fees:

- **Plan provides for 2 vehicles to be paid by the Trustee, but the APD only provides for 1 vehicle.**
- **APD amount is not 1.25% of the value or listed with \$0 payment.**

Laurie Spindler with Linebarger Goggan Blair & Sampson would like to cover a few items pertaining to Ad Valorem Property Tax Claims.

- 1. If the debtor owes delinquent taxes, the full property tax claim should be paid through the plan in either Sec. E.(1)A or Sec. E.(1)B. Exceptions are:
 - a.If the debtor is surrendering the property – claim should be in Sec. F.**
 - b.If the debtor has a valid tax deferral and wishes to continue deferring payment of the taxes – claim should be in Sec. G.****
- 2. If the debtor only owes current (non-delinquent) taxes at the time of confirmation, the claim may be provided for in either Sec. E.(1)A, Sec. E.(1)B, Sec. F, or Sec. G.**
- 3. Be sure to include the Sch. A value of the property as the collateral value for the property tax claim. The taxes are secured by a first priority lien so the claim will be secured by the full property value.**
- 4. Provide for the statutory 12% rate of interest in Sec. E.(1). The only exception to this is an account with a tax deferral. If the debtor wants to pay the taxes on an account with a valid tax deferral through the plan in either Sec. E.(1)A or Sec. E.(1)B, the statutory rate of interest is 5%.**

Questions can be emailed to:

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**Thank you for
attending, we
appreciate your
time.**

Chapter 13 Staff

