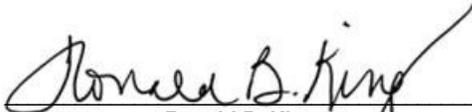


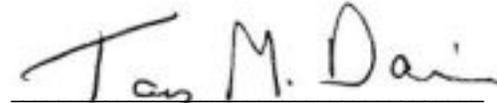
SIGNED this 05th day of August, 2016.



  
Ronald B. King  
Chief United States Bankruptcy Judge

  
Craig A. Gargotta  
United States Bankruptcy Judge

  
H. Christopher Mott  
United States Bankruptcy Judge

  
Tony M. Davis  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

**STANDING ORDER RELATING TO CHAPTER 13 PRACTICES IN  
THE SAN ANTONIO DIVISION**

This Standing Order supersedes the Amended Standing Order Relating to Chapter 13 Practices in the San Antonio Division dated November 7, 2005, and the Standing Order Relating to Attorney Fees in Chapter 13 Cases in the San Antonio Division dated June 13, 2006; and is applicable in the San Antonio Division only. This Standing Order sets out certain practices and procedures relating to Chapter 13 practice and procedure.

If you are involved in Chapter 13 cases in the Western District of Texas in the San Antonio Division, please review the terms of this Order carefully. The procedures set out herein will directly affect your practice. Please note that the procedures discussed in this Standing Order apply in the San Antonio Division only. The procedures in the Austin, Waco, El Paso and Midland Divisions may be different and may be subject to other standing orders applicable to those Divisions. Please consult the Clerk of the Court for copies of any other applicable standing orders.

**1. ADOPTION OF CHAPTER 13 PLAN FORMAT**

Attached as "Exhibit A" is a Chapter 13 Plan Form which shall be used by all Chapter 13 debtors in cases where the Plan is filed after the effective date of this Order. The Plan Form may be revised periodically by the Court. Any proposed changes to the Chapter 13 Plan Form will be

sent to active bankruptcy practitioners, who will have thirty (30) days to provide comments to the Judges and the Chapter 13 Trustee. The Clerk of the Court shall make the Chapter 13 Plan Form available to the public.

Regardless whether the plan is filed with the Chapter 13 petition at the commencement of the case, the debtor shall be responsible for serving the plan on all creditors and parties in interest. A Certificate of Service must be filed with the Clerk of the Court reflecting service of the plan. The Clerk of the Court shall be responsible for serving the Notice of Commencement.

## **2. ATTORNEY FEES FOR DEBTOR'S COUNSEL**

The Court may determine and maintain a standard benchmark fee for business and routine non-business Chapter 13 cases. The benchmark fee for routine non-business Chapter 13 cases shall be \$3,600 and \$4,900 for business Chapter 13 cases.

(a) The following services are presumed to be included in the benchmark fee:

- (1) all pre-confirmation conferences with the debtor(s);
- (2) pre-confirmation preparation of the petition and its associated forms, schedules, statement of affairs, plan and pre-confirmation amendments to all such documents;
- (3) attendance at all 11 U.S.C. § 341<sup>1</sup> meetings (including adjourned meetings);
- (4) attendance at confirmation and discharge hearings (including any adjourned hearings);
- (5) requests for trustee-approved moratoriums; and
- (6) with the exclusion of subparagraph (f), compliance with the requirements of § 521.

(b) Preparation of and hearing attendance for the following routine motions are presumed to be included in the benchmark fee:

- (1) motions to pay filing fees in installments;
- (2) motions to avoid liens;
- (3) motions for waiver of credit counseling;
- (4) motions for continuation of the stay under § 362(c)(3)(B);
- (5) motions to extend filing or other debtor deadlines; and
- (6) any such other matter as the Court may deem to be routine.

(c) An attorney may, for cause shown, request additional fees for routine services as set out in subparagraph (b) above. Any such request must be made by motion, on notice with opportunity for a hearing.

(d) An attorney may request and obtain an award for fees for additional services rendered, on motion with notice and opportunity for a hearing. The motion shall state the total

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<sup>1</sup> Unless otherwise noted herein, all statutory references are to 11 U.S.C., *et seq.*

amount of fees requested to date—including the base fee and any other additional fee awards—and the specific basis for the fee request. The attorney must utilize the lodestar method to determine additional fees requested including accurate time records, hourly rates and a description of the service provided. The motion must state how the additional fees, if awarded, shall be paid, such as: (1) in a specified amount per month; (2) in an amount necessary to complete payment within the remaining term of the Plan; (3) in full upon entry of the order where funds are available; or (4) directly by the debtor or another party.

(e) The Trustee shall distribute the benchmark fee, as awarded in the confirmation order, to debtor's attorney from the amount received from debtor—less applicable adequate protection payments and Trustee fees—during the first four months from the date the first payment is due. The remainder of the base fee due to Debtor's attorney shall be paid at the rate of \$100.00 per month in a non-business case and at the rate of \$200.00 per month in a business case, or in such additional amount as is available after payment of the scheduled monthly distributions on secured claims, until paid in full.

(f) Notwithstanding the foregoing paragraph, an attorney may receive all available funds, less trustee fees, in payment of any outstanding unpaid fee award if no secured creditors or priority creditors remain unpaid.

### **3. PRE-CONFIRMATION PAYMENTS**

The following provisions shall apply to pre-confirmation adequate protection payments under § 1326(a)(1):

(a) All pre-confirmation payments required by § 1326(c) will be made by the Chapter 13 Trustee without further order of the Court. Unless the Court orders otherwise pursuant to a motion, the monthly installments proposed by the Plan will be considered to provide adequate protection to such creditor. A secured creditor may file a Motion for Adequate Protection Payment pursuant to § 363(e) if the creditor was not provided for in the Plan or if the creditor objects to the monthly payment proposed in the plan.

(b) To receive adequate protection payments, a secured creditor must timely file a proof of claim with the Clerk of the Court and shall serve it on the Chapter 13 Trustee, Debtor and Debtor's attorney. The proof of claim must include evidence of the creditor's security interest. Upon receipt of the claim and absent an objection to the claim, the Chapter 13 Trustee shall disburse pre-confirmation adequate protection payments commencing with the month following the month in which the claim is filed. Adequate protection payments shall continue to be paid post-confirmation until the commencement of the creditor's distribution as provided in the plan.

(c) The Trustee shall retain the statutory fee allowed pursuant to 28 U.S.C. § 586(e)(2) at the time payments are received ("a fee on receipts").

(d) If the Debtor fails to make the required plan payments and funds on hand are insufficient to pay all pre-confirmation adequate protection payments due, such payments shall be paid on a pro rata basis, with the exception of conduit mortgage payments.

#### **4. VALUATION OF COLLATERAL**

If the Plan proposes to pay a secured creditor's claim based on the fair market value of the collateral, the value of collateral as stated in the Plan shall be binding on the Debtor and creditor upon confirmation, unless either an objection to confirmation or a motion for valuation is filed, pursuant to L. Bankr. R. 3012, by the deadline to object to confirmation of the Plan as provided in ¶ 5, *infra*. An objection to valuation of collateral must be specifically pled. Any objection to valuation will be heard at the confirmation hearing and no Plan will be confirmed until the objection to valuation is resolved. A determination of value by the Court does not relieve a secured creditor from the duty to file a proof of claim in order to be paid under the Plan. If a vehicle is determined to be a "910 Claim" or other personal property purchased within one (1) year of the petition date pursuant to § 1325(a) commonly referred to as "the hanging paragraph," the claim shall be paid in full and valuation of the collateral will not be determined at confirmation.

#### **5. OBJECTIONS TO CONFIRMATION**

A creditor objecting to confirmation of the plan must file an objection to the Plan no later than fourteen (14) days before the confirmation hearing date. Failure of a creditor to affirmatively and timely object to a proposed plan constitutes acceptance of the Plan, including a secured claim, under § 1325(a)(5)(A). Objections to confirmation must be specific and cite legal authority, where applicable. If an objection is not timely filed, the Trustee may effectuate early confirmation by filing an Order Confirming Plan and the matter may be removed from the confirmation docket.

#### **6. GENERAL PROCEDURES REGARDING AMENDED PLANS**

If the Plan is amended prior to confirmation, the Debtor shall file the Amended Plan and shall serve a copy of such Amended Plan pursuant to Fed. R. Bankr. P. 3015 and 9014; and L. Bankr. R. 3015(b). A party in interest shall have twenty-one (21) days from the date of filing the Amended Plan to file an objection to confirmation. An Amended Plan must be filed and served at least twenty-eight (28) days prior to the confirmation hearing; however, the Court may consider de minimus, non-substantive amendments to the Plan at the confirmation hearing. At the time of the confirmation hearing, any amendments to the Plan as filed must be stated on the record and must be included in the confirmation order.

#### **7. DUTIES OF TRUSTEE**

(a) Provided an objection to confirmation has not been timely filed, the submission of an Order Confirming Plan prior to the confirmation hearing shall be deemed a recommendation as to confirmation by the Trustee so as to effectuate early confirmation of the Plan.

(b) Notice of Intent to Pay Claims. After the deadline for filing proof of claims has expired, the Trustee shall file a Notice of Intent to Pay Claims and shall serve a copy on all creditors and parties in interest. If a party in interest believes the Notice of Intent to Pay Claims is incorrect, the party must file an objection to the Notice of Intent to Pay Claims within twenty-one (21) days from the date of service with a request for hearing.

**8. GENERAL PROCEDURES REGARDING MOTIONS TO MODIFY PLANS (INCLUDING MOTIONS FOR “MORATORIUM”), MOTIONS TO SELL PROPERTY AND MOTIONS TO INCUR DEBT**

(a) All post-confirmation Motions to Modify Chapter 13 Plan (other than modifications in response to a Trustee’s Motion to Dismiss), Motions to Sell Property, and Motions to Incur Debt must:

- (1) comply with Fed. R. Bankr. P. 3015(g), L. Bankr. R. 3015(d) and L. Bankr. R. 9014; and
- (2) unless a hearing is specifically requested, contain negative notice language affording a party in interest twenty-one (21) days to file objections to the proposed relief.

(b) If a Motion to Modify Chapter 13 Plan is filed by a Debtor, the Debtor must:

- (1) contemporaneously therewith, and in accordance with L. Bankr. R. 3015(d), file amended Schedules I and J;
- (2) provide proof of current income to the Trustee within seven (7) days of filing the Motion; and
- (3) state in the Motion to Modify both the number of months the plan will extend, if at all, from the date of confirmation and the month in which the payment is to resume under the modified plan.

(c) Special procedures apply to motions to modify a plan filed in response to a Trustee’s Motion to Dismiss. See ¶ 9, *infra*.

**9. TRUSTEE’S MOTION TO DISMISS CASE (“TMTD”) AND DEBTOR’S MOTION TO MODIFY IN RESPONSE TO TRUSTEE’S MOTION TO DISMISS**

(a) A TMTD shall be filed using the following heading containing twenty-one (21) day negative notice language. The notice shall provide a hearing date which will be held only if a response or motion to modify in response is timely filed. If neither a response nor motion to modify in response is timely filed, the TMTD may be granted without a hearing.

**TRUSTEE’S MOTION TO DISMISS CASE**

**THE DEBTOR, OR PARTY IN INTEREST, MUST FILE A WRITTEN RESPONSE OR A MOTION TO MODIFY PLAN IN RESPONSE WITHIN TWENTY-ONE (21) DAYS OF THE DATE OF SERVICE OF THIS MOTION. FAILURE TO DO SO MAY**

**RESULT IN THE ENTRY OF AN ORDER TO DISMISS CASE WITHOUT A HEARING. IF A RESPONSE OR MOTION TO MODIFY PLAN IN RESPONSE IS TIMELY FILED, A HEARING WILL BE HELD ON [INSERT DATE, TIME AND LOCATION].**

(b) If a response is filed, the response must plead with specificity as to the means of curing the alleged default. Non-responsiveness of the debtor is not a sufficient basis for debtor's counsel to request a hearing to circumvent entry of a default order granting the TMTD.

(c) A motion to modify in response to a TMTD must comply with ¶ 8(b), *supra*. A creditor must file a written objection within twenty-one (21) days from the date of service of the motion. The Trustee is not required to file a written objection in order to preserve her right to object. A motion to modify shall be served pursuant to Fed. R. Bankr. P. 3015(g) and 9014; and L. Bankr. R. 3015(d).

The Debtor's motion to modify in response to a TMTD must include the following title and heading including twenty-one (21) day negative notice language:

**DEBTOR'S MOTION TO MODIFY PLAN IN RESPONSE  
TO TRUSTEE'S MOTION TO DISMISS CASE**

**IF YOU OBJECT TO THIS MOTION TO MODIFY PLAN, YOU MUST FILE A WRITTEN OBJECTION WITH THE CLERK OF THE COURT WITHIN TWENTY-ONE (21) DAYS OF THE DATE OF SERVICE OF THIS MOTION. IF AN OBJECTION IS FILED, THEN A HEARING WILL BE HELD ON [INSERT DATE OF HEARING IN TMTD] IN CONJUNCTION WITH THE TRUSTEE'S MOTION TO DISMISS. FAILURE TO FILE A TIMELY OBJECTION AND TO APPEAR AT THE HEARING MAY RESULT IN THE COURT'S GRANTING THE RELIEF REQUESTED.**

(d) If a Motion to Modify Plan in Response to a TMTD is timely filed which adversely affects a party in interest and the TMTD will be heard in less than twenty-one (21) days, then the TMTD hearing shall be adjourned for a period not less than twenty-one (21) days to allow for possible objections to be filed.

(e) If a Motion to Modify Plan in Response to a TMTD fails to contain the foregoing title and heading, the Court may dismiss the debtor's motion to modify for failure to comply with these procedures.

**10. REQUEST FOR FREE MORATORIUM / DEBTOR REFUND**

By this Order, the Trustee is authorized to approve a one-time moratorium on plan payment or refund of plan payment(s) for a period not to exceed sixty (60) days. The Debtor shall submit a written request to the Trustee setting forth the basis for the request and will provide any supporting documentation. The request shall be submitted directly to the Trustee, and need not be filed with the Court or served on creditors, except for a secured creditor receiving pre-confirmation adequate protection payments. No order is required for such a

moratorium or refund. If the Trustee denies the request, then the Debtor may file an Amended Plan or Motion to Modify Plan. The purpose of this section is to assist the Debtor(s) in performance under the plan and to meet emergency situations that may arise during the term of the plan. The Plan duration shall be extended to the extent necessary to repay such a moratorium or refund, or the Debtor shall file an Amended Plan or a Motion to Modify the Plan but the term may not be extended beyond sixty (60) months from confirmation.

## **11. TAX RETURNS AND TAX REFUNDS<sup>2</sup>**

The Plan or confirmation order shall contain the following language:

If this chapter 13 Plan provides for a dividend of less than 100% to allowed unsecured creditors, the Debtor is directed to pay into the Plan all disposable income, as defined by 11 U.S.C. §§ 1325(b)(1)(B) & (2), for the term of the Plan, including income tax refunds received during that period. The Debtor is directed to maintain the same number of tax exemptions for withholding as when the case was filed, except as required by a change in dependent allowance(s), marital status, or to prevent post-petition income tax liabilities. Should the Debtor change the withholding exemptions, the Debtor must amend Schedules I and J within 30 days, specifically noting the basis for the amendment. If Schedule I (Statement of Current Income) includes annual tax refunds as 1/12 prorated income, the Debtor is directed to pay into the plan any amount that exceeds the annualized amount set forth on Schedule I. The Trustee shall have the discretion to increase the percentage dividend to the unsecured creditors as a result of additional payments made under this provision. The Trustee shall have the discretion and authority to determine whether tax refunds are disposable income, provided that the debtor submits to the Trustee supporting documentation and a Stipulation to Retain Tax Refund, which the Debtor shall file with the Court. The Debtor reserves the right to file a motion to retain the tax refund.

## **12. DISCHARGE**

(a) After completion of the plan and an audit by the Trustee, the Trustee shall file and serve a Motion to Enter Discharge, with twenty-one (21) day negative notice language. If no objection to the Trustee's motion is filed, the discharge hearing may be waived by the Court and a discharge entered.

(b) If the Trustee does not believe the Debtor qualifies for a discharge, a Motion to Deny Discharge or a Motion to Dismiss shall be filed.

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<sup>2</sup> Once a model plan is subsequently adopted by the District and includes a provision related to tax returns and tax refunds, the District model plan shall supersede this paragraph of the Standing Order.

### **13. DISMISSAL FOR OTHER REASONS**

(a) The Court may dismiss a Chapter 13 case upon certification from the Chapter 13 Trustee of the Debtor's failure to appear at the first meeting of creditors, when such nonappearance has not otherwise been excused by an order of the Court.

(b) The Court may dismiss a Chapter 13 case upon certification from the Chapter 13 Trustee of Debtor's failure to file the Plan, Schedules of Assets and Liabilities, Statement of Financial Affairs, and such other documents required to be filed pursuant to § 521(a)(1) within the period prescribed by the Federal Rules of Bankruptcy Procedure or an extension of time by an order of the Court.

(c) The Court may, at the confirmation hearing and upon request of the Chapter 13 Trustee or a party in interest, dismiss a Chapter 13 case for failure of the debtor to obtain confirmation of the Chapter 13 plan.

(d) The Court may dismiss a Chapter 13 case upon certification from the Clerk of the Court or the Chapter 13 Trustee, with notice to the debtor and/or debtor's attorney and a ten (10) day opportunity to cure, for the debtor's failure to pay filing fees—including installment filing fees—when due.

### **14. EFFECTIVE DATE**

This order shall become effective on **September 1, 2016**.

**IT IS SO ORDERED.**

###

# **Exhibit**

**A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

<b>IN RE:</b>	§	<b>Case No.</b>
<b>Debtor(s)</b>	§	
	§	<b>CHAPTER 13 PLAN</b>

To the Honorable United States Bankruptcy Judge:

Comes now the Debtor(s) herein and, as required by 11 U.S.C. § 1321, files this Debtor's Chapter 13 plan, and in support thereof would should the Court as follows:

**Monthly Plan Payment**

Debtor(s) shall each month submit such portion of Debtor's future earnings (or other future income) to the supervision and control of the Chapter 13 Trustee as is necessary for the execution of this plan. Payments by Debtor to the Trustee shall begin within thirty (30) days after the date the Order for relief is entered unless otherwise allowed by the Court. The Debtor's monthly plan payment shall be an amount equal to the Debtor's monthly disposable income or an amount sufficient to pay the claims of general unsecured creditors in full over the term of the plan, whichever first occurs.

**Duration of Plan**

The term of the plan shall not exceed sixty (60) months from the date the first monthly plan payment is due or until the claims of general unsecured creditors are paid in full, whichever first occurs, provided that the term may be extended by the granting of a moratorium by the Court after proper notice and opportunity for hearing. Regardless of the total term, unless there has been a change in circumstances, the plan shall be deemed to have been completed when the Chapter 13 Trustee has received from or on behalf of the Debtor(s) an amount equal to the number of months specified in the Plan times the monthly plan payment or an amount necessary to pay the claims of general unsecured creditors in full, whichever first occurs, and as adjusted by any post-confirmation modifications of the amount of the monthly plan payment.

**Payment of Claims**

Allowed claims shall be paid to the holders thereof in accordance with the terms hereof. From the monthly payments described above, the Chapter 13 Trustee shall pay the following allowed claims in the manner and amounts specified. Claims filed by a creditor designated as secured or priority but which are found by the Court to be otherwise shall be treated as set forth in the Trustee's Recommendation Concerning Claims (TRCC).

**Local Rule 3002 provides, in part, that EVERY creditor filing a proof of claim in all cases SHALL transmit a copy with attachments, if any, to the Debtor's attorney (or the Debtor if the Debtor is pro se) and the Trustee appointed in the case.**

**A. Administrative Expenses:** The Trustee shall pay the expenses, as prescribed by the Court, for administering the plan. The first monthly plan payment shall be paid to the Debtor's attorney as attorney's fees. The balance, if any, of Debtor's attorney's fees shall be paid concurrently with allowed secured claims in consecutive monthly installments. Such fees shall be paid in full prior to any payments being made to general unsecured creditors. Once Debtor's attorney fees are paid in full, those funds will be paid, pro rate, first to secured creditors then, to priority creditors and then to unsecured creditors.

**B. Priority Claims:** Other than Debtor's attorneys' fees, payment of which is provided for in the preceding paragraph, claims entitled to priority under 11 U.S.C. § 507, except a claim entitled to priority under § 507(a)(1)(B), shall be paid in full, pro rata, unless a specific payment amount is assigned to a particular priority claim, in deferred installments as funds become available upon completion of payment of attorneys' fees and allowed secured claims. The holder of any such claim may agree to a different treatment of such claim. Claims allowed under § 507(a)(1)(B) are not dischargeable and may be paid less than the full amount only if the Debtor's disposable income is paid into the plan for 5 years.

**C. Secured Claims:** In the event a secured claim is treated pursuant to 11 U.S.C. § 1325(a)(5)(B), secured creditors whose claims are allowed shall be paid, in consecutive monthly installments, a principal amount equal to the value of their collateral or the amount of their net claim, whichever is less, plus interest thereon at the applicable rate. Unless objected to, the monthly installments proposed by the Debtor will be considered to provide adequate protection to such creditor during the term of the plan. The holders of such claims shall retain their liens on the collateral which is security for such claims (except for those liens which the Debtor(s) avoids by proper pleading and opportunity for hearing thereon) until the earlier of the payment of the underlying debt (determined under non-bankruptcy law) or discharge pursuant to § 1328. If the case is dismissed or converted without completion of the plan, such lien is retained to the extent allowed by applicable non-bankruptcy law. The value of the collateral shall be deemed to be the value established by the Debtor, subject to objection, and, accordingly, the amount of the secured claim shall be established in the manner provided by the Local Rules and Standing Order of the United States Bankruptcy Court for the Western District of Texas, San Antonio Division, and the *Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, & Deadlines*. In the event a creditor timely files a proof of claim which evidences a perfected security interest in collateral, which claim and collateral was not dealt with by the Debtor's plan, the collateral will be deemed valued by the Court at the amount set forth in the Trustee's Recommendation Concerning Claims (TRCC), unless a response and objection to the TRCC is timely filed.

**D. Unsecured Claims:** Unsecured claims may be separately classified provided, however, that all claims within a particular class shall be treated the same. Any unsecured claim not over \$50.00 may be paid pro rate, in equal installments or in full, at the election of the Trustee. The classes, generally, will be as follows:

**1. General unsecured:** The class of “general unsecured” claims shall comprise the claims of all creditors holding unsecured nonpriority claims, not otherwise designated as “special class” unsecured claims, including the unsecured portion of a secured creditor’s bifurcated claim (i.e., the difference between the value of the collateral and the total amount of the claim) and secured claims the liens securing which have been avoided. Payments to general unsecured creditors shall be made on a pro rata basis as funds become available after secured and priority claims have been paid in full. The amount paid to general unsecured claimants shall depend on such factors as the total amount of claims actually filed and allowed, but the total amount paid to unsecured creditors shall be equal to or greater than the amount such creditors would receive, as of the effective date of the plan, if the Debtor’s estate were liquidated under Chapter 7 of the United States Bankruptcy Code. In the event the Debtor owns non-exempt assets the liquidation of which would result in the immediate payment in full of all allowed general unsecured claims were the Debtor’s estate liquidated under Chapter 7 of the United States Bankruptcy Code, then the Debtor shall pay the holders of such claim interest at the rate of five percent (5%) per annum on allowed claims over the term of the Chapter 13 plan. Interest that would otherwise accrue during the life of the plan is discharged upon completion of the plan, except for any interest accruing on a debt to any general unsecured creditor whose debt (and/or interest) is nondischargeable under the law.

**2. Special class:** The class of “special class” claims shall comprise those claims that would otherwise be general unsecured claims but that the Debtor(s) has elected to pay in full despite that fact that general unsecured claims are not paid in full. Such claims include, but are not limited to, claims arising out of consumer debts for which any individual is liable with the Debtor by way of co-signature, guarantee, endorsement or otherwise (“co-signed debts”), claims based on NSF checks (or any other claims which might result in criminal prosecution), and student loans.

### **Vesting of Estate Property**

Upon confirmation of the plan, all property of the estate shall not vest in the Debtor(s), but shall remain as property of the estate subject to the automatic stay of 11 U.S.C. § 362.

### **Executory Contracts/Unexpired Leases**

Pursuant to 11 U.S.C. § 1322(b)(7) of the Bankruptcy Code, the Debtor(s) hereby elects to assume or assign the following executory contracts, if any:

Pursuant to 11 U.S.C. § 1322(b)(7) of the Bankruptcy Code, the Debtor(s) hereby elects to reject the following executory contracts, if any:

### **Direct Payments to Creditors**

Certain claims may be paid directly to the holders thereof, not by the Chapter 13 Trustee, but rather by the Debtor(s) or some other party who shall be deemed acting as disbursing agent of the Trustee for payment of such claims. Creditors receiving such direct payments outside the

plan may continue to issue payment books, coupons and any other method normally used to make and receive periodic payments and this shall not violate the provisions of 11 U.S.C. § 362.

Such payments shall be made in addition to the payments by Debtor to the Trustee as herein set forth.

If a creditor is allowed by Court Order to foreclose on, or otherwise take back his/her property, such creditor must notify the Chapter 13 Trustee immediately upon regaining the property. Upon entry of an Order Lifting Stay, the Trustee shall stop any further payment on that claim.

Any creditor who has obtained an order lifting the automatic stay, or an inferior lienholder in the case desiring to file a deficiency claim, must file such claim by amending or replacing their claim within 90 days of the property's reversion to the first lienholder.

### **Long Term Debts**

Any amount not paid during the term of the plan on secured debts upon which the last payment is due after the final payment under the plan is due ("long term debts") shall not be discharged. In the event the debt is secured by any real or personal property and either the holder of such secured claim obtains relief from the stay of 11 U.S.C. § 362 for the purpose of foreclosing its lien on or security interest in such property or the Debtor elects to surrender the property to the creditor, then the entire debt shall be discharged pursuant to 11 U.S.C. § 1328(a) or 11 U.S.C. § 1328(b) and shall not be excepted from such discharge by 11 U.S.C. § 1328(a)(1) or 11 U.S.C. § 1328(c)(1). A creditor may file an unsecured claim in the amount of any resulting deficiency after the collateral is liquidated and the proceeds thereof applied against the claim within ninety (90) days of such liquidation unless the Court orders otherwise.

### **Additional Provisions**

Additional information, provisions and requirements set forth in the Local Rule and Standing Orders of the United States Bankruptcy Court for the Western District of Texas, San Antonio Division, and in the *Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, & Deadlines* which will be mailed to all parties affected hereby. These documents should be consulted in connection with any analysis of this plan and the effect thereof.

Proposed payments to individual creditors and the amount of payments to unsecured creditors may change as a result of the Meeting of Creditors or as Proofs of Claim are filed and allowed. Creditors may wish to attend the meeting of creditors and should be aware of any changes. All changes will be listed in the TRCC which will be served on all creditors after the deadline for filing proofs of claim has expired.

## Specific Treatment for Payment of Allowed Claims

These are proposed treatments. Actual treatment may be different. When claims are finalized, you will be served with the "Trustee's Recommendation Concerning Claims" and the opportunity to object.

### 1. DIRECT PAYMENTS TO CREDITORS

Creditor Name \_\_\_\_\_ Remarks \_\_\_\_\_ Debt Amount \_\_\_\_\_ Monthly Payment \_\_\_\_\_

### 2. SECURED CREDITORS: (Refer to paragraph C)

Creditor/ Collateral	Est. Amount	Est. Value	Unsecured Portion	Mo. Pmt. or Method of Disb.	Insured (yes/no) Name of Insurance	Indicated if to be Sold or Returned	Interest Rate	Remarks
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### 3. PRIORITY CREDITORS: (Refer to paragraph B)

Creditor	Estimated Amount of Debt	Payment Method 1. Before 2. After 3. Along with Secured Creditors	Remarks
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### 4. SPECIAL CLASS UNSECURED CREDITORS: (Refer to paragraph D-2)

Creditor	Special Condition	Est. Debt	Mo. Pmt or Method of Disb. On Est. Value	Remarks
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### 5. GENERAL UNSECURED CREDITORS: (Refer to paragraph D-1)

Creditor	Estimated Debt	Remarks
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**Totals:**

Priority \_\_\_\_\_ Secured \_\_\_\_\_ Special Class \_\_\_\_\_ Unsecured \_\_\_\_\_

General Information

Notice: Local Rule 3002 provides, in part:

“Every Creditor filing a Proof of Claim in all cases shall transmit a copy with attachments, if any to the Debtor’s Attorney (or the Debtor if the Debtor is pro se) and the Trustee appointed in the case.”

Creditors are hereby notified that WITHOUT FURTHER NOTICE the Plan may be amended at the Meeting of Creditors (341(a) meeting). Any amendment may affect you status as a creditor. The Debtor’s estimate of how much the Plan will pay, projected payments and estimates of the allowed claims may also change. The following information is an attempt to advise Creditors of the status of the case based on the information known at the time of its preparation. Any special concerns of a creditor may justify attendance at the First Meeting of Creditors and such other action as may be appropriate under the circumstances. More detailed information is on file at the office of the United States Bankruptcy Clerk in San Antonio, Texas.

- 1. The Debtor’s Plan Payment is schedules at \_\_\_\_\_ per month. [ ] Pay Order, [ ] Pay Order waived.
2. The Plan proposes to pay in full all allowed priority, special class and secured claims to the extent of the value of the collateral and a total of no less than \$\_\_\_\_\_ will be paid to nonpriority unsecured creditors with allowed claims during the Plan. Unsecured creditors will receive approximately \_\_\_\_% of allowed claims. (See Note 1).
3. Value of non-exempt assets \_\_\_\_\_, [ ] Federal or [ ] State exemptions; [ ] Consumer Debtor or [ ] Business Debtor.
4. Current Monthly Income \_\_\_\_\_, - Amounts Reasonably Necessary to Be Expended \_\_\_\_\_ = Monthly Disposable Income \_\_\_\_\_. (From Form B22C)
and/or
5. Monthly net income from Schedule I \_\_\_\_\_, - Expenses from Schedule J \_\_\_\_\_ = Excess Income.
6. If the payment of any debt is proposed to be paid directly by the Debtor outside the Plan, it is so noted in the “Specific Treatment of Allowed Claims” set forth above.

Note 1: Creditors should note that the Debtor’s projection of the percentage of payment of allowed general unsecured claims is only an estimate. Such percentage is based upon the amount of debt of all classes listed by the Debtor(s) in the Debtor(s) schedules filed with the Court. If claims or amended claims are filed and allowed by the Court in an amount greater or lesser than that schedules by the Debtor(s), the percentage paid to unsecured creditors may be different than is estimated here.

SUPPLEMENTAL PLAN PROVISIONS

The above plan is a uniform Chapter 13 plan adopted for use in the San Antonio Division of the Western District of Texas. None of its provisions can be altered except as hereinafter set forth in this Supplemental Plan Provision. To the extent any provision of the Supplemental Plan is in conflict with the provisions in the uniform plan, the Supplemental Plan shall prevail. Any provisions in the Supplemental Plan not provided for in the uniform plan shall become a part of the plan in addition to the provisions of the uniform plan.

The following are the Supplemental Plan Provisions:

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Debtor

Debtor