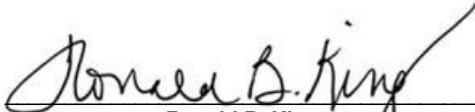


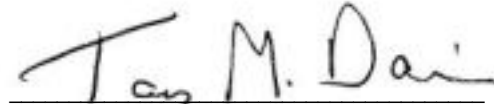
SIGNED this 02nd day of November, 2017.



  
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

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS**

§  
§  
§  
§

**STANDING ORDER FOR CHAPTER 13 CASE  
ADMINISTRATION FOR THE WACO DIVISION  
EFFECTIVE IN ALL CASES FILED ON AND AFTER NOVEMBER 1, 2017**

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**IT IS HEREBY ORDERED:**

**1. EFFECTIVE DATE AND NOTICES HEREOF:**

Unless otherwise provided herein or ordered by the Court in an individual case, this Standing Order governs and supersedes prior Standing Orders relating to Chapter 13 Case Administration in the Waco Division of the Western District of Texas in all cases filed on or after November 1, 2017.

**2. ADOPTION OF CHAPTER 13 FORM PLAN FORMAT:**

Attached as **Exhibit # 1** to this Standing Order is the Form Chapter 13 Plan and Motions for Valuation and Lien Avoidance (hereinafter “Form Plan”) dated November 1, 2017, that shall be used by all Chapter 13 Debtors in cases filed on or after that date. This Form Plan also includes a motion to value collateral and a motion to avoid liens under 11 U.S.C. § 522. ***The Form Plan may be revised periodically, by amendment or supplement to this Order.*** The Clerk shall make available to the public the then applicable District Wide Form Plan at the court’s website at <http://www.txwb.uscourts.gov>.

**3. ADOPTION OF FORMS:**

**a.** Attached as **Exhibit # 2** to this Standing Order is a Supplement to the Confirmation Order. Such form may be used in cases where the Debtor has not filed all required tax returns (of whatever kind). Use of this form will allow the Court to confirm plans where the Debtor has not filed the required tax returns. The Debtor may request an extension of the time allowed in the Supplement by filing with the Court a “Motion to Extend Time to File Returns,” which the Court, upon notice and hearing, may grant. Such motion should be filed prior to the date the returns first come due under the Supplement to the Confirmation Order. In no case shall such extension exceed 120 days after the completion of the Section 341 Meeting of Creditors.

**b.** Attached as **Exhibit # 3** to this Standing Order is a Declaration of the Debtor Concerning Confirmation Requirements. Such Declaration shall be completed by the Debtor and presented to the person presiding at the Section 341 Meeting of Creditors. If the case can be confirmed no later than fourteen (14) days after completion of the Section 341 Meeting, this completed form will satisfy the confirmation requirements of §§ 1325(a)(8) and (9) regarding domestic support obligations, as that term is defined in 11 U.S.C. § 101(14A), and tax returns.

**c.** Attached as **Exhibit # 4** to this Standing Order is a Questionnaire for Debtors. Such Questionnaire shall be sent to all Debtors by the Trustee and completed by all Debtors and returned to the Trustee within 28 days of receipt. If not returned to the Trustee within the 28-day period, the Trustee may file a motion to compel the Debtor to appear and show cause why he or she has not cooperated. Upon the Trustee’s receipt of the completed Questionnaire, the Trustee shall file a motion, with 21-day negative notice, for issuance of a discharge. The Trustee in filing the motion, and the Court in ruling on it, may rely on the factual representations of the Debtor made in the Questionnaire, for purposes of satisfying the discharge requirements of 11 U.S.C. § 1328(a). The Trustee’s motion shall be served on all creditors, all holders of domestic support obligations, and any state child support enforcement agency required to receive notice under the Bankruptcy Code. Service of this motion shall satisfy the Trustee’s notice requirements of 11 U.S.C. § 1302(d)(1)(C). If no objection to the Trustee’s Motion is timely filed, the discharge hearing shall be deemed to have been waived, and an order discharging the Debtor shall be entered.

**4. DEBTOR’S DUTY TO FACILITATE NOTICE REGARDING DOMESTIC SUPPORT OBLIGATIONS:**

In order to facilitate the expeditious notice to domestic support obligation claim holders and the applicable state agencies required by 11 U.S.C. § 1302(d)(1)(A) and (B), the Debtor shall, at the time the schedules are filed, provide to the Trustee: (1) the names and current addresses and telephone numbers of all persons to whom the Debtor owes a domestic support obligation; and (2) the name, address, and telephone number of the state child support enforcement agency in each state where a person described in clause (1) above resides. For purposes of this paragraph, a domestic support obligation claim holder must be listed even if the Debtor is current on the obligation.

**5. SERVICE OF THE PLAN AND PRE-CONFIRMATION AMENDMENTS:**

**a.** Whether or not 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.

**b.** Whenever a Chapter 13 plan is amended prior to confirmation, the Debtor shall serve the amended plan on all creditors, parties in interest, and the Chapter 13 Trustee within two (2) business days after the filing with the court.

**c.** Absent leave of court, the last date that a Debtor may file a pre-confirmation amended plan is twenty-eight (28) days prior to the confirmation hearing date. The court will only consider de minimis, nonsubstantive, or technical amendments to the plan at the confirmation hearing.

**d.** A certificate of service must be filed with the Clerk of the Court reflecting service of any plan or amended plan and should indicate service was made on the Chapter 13 Trustee.

**6. PRE-CONFIRMATION DISBURSEMENTS BY THE CHAPTER 13 TRUSTEE:**

**a.** The Court hereby orders that all pre-confirmation adequate protection payments to those secured claimants that the Debtor proposes to pay through the plan shall be made by the Trustee in the form of pre-confirmation, or “interim” disbursements made monthly, on the same dates the Trustee makes post-confirmation disbursements in other cases. Provided all conditions for disbursement are met, the Trustee shall begin disbursing to creditors under this paragraph on the first regularly scheduled disbursement with the month following the month in which the claim is filed, unless otherwise provided herein or by separate order. Such interim disbursements by the Chapter 13 Trustee shall be in lieu of direct adequate protection payments by Debtors to those secured claimants that the Debtor proposes to pay through the plan, as provided in 11 U.S.C. § 1326(a)(1)(C), and no direct adequate protection payments by Debtors to those creditors shall be required unless otherwise ordered by the Court.

**b.** 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”).

**c.** All pre-confirmation payments if required by § 1326(c) will be made by the Chapter 13 Trustee without further order of the Court. Such payments shall be considered payments pursuant to § 1326(a) and 28 U.S.C. § 586(e). If the Debtor fails to make the required plan payments and funds on hand are not sufficient to pay all pre-confirmation adequate protection payments due, then such payments shall be paid on a pro rata basis, with the exception of ongoing monthly mortgage payments made by the Trustee. Monthly pre-confirmation adequate protection payments will be calculated from the date the first plan payment is due. To receive adequate protection payments, a secured creditor must have on file with the Clerk of the Court a timely filed proof of claim. The proof of claim must include proof of the creditor’s security interest and shall be served on the Chapter 13 Trustee, the Debtor, and Debtor’s attorney. The Trustee will thereafter commence disbursement of pre-confirmation adequate protection payments in the next regularly scheduled monthly disbursement following the filing of the claim, subject to normal operating procedures. The Trustee shall apply pre-confirmation adequate protection payments to accrued interest, if applicable, and then to principal. AP payments shall cease upon confirmation of the Plan.

**d.** With respect to interim disbursement payments made to priority or secured claimants other than the Trustee and Debtor’s counsel, the following conditions must be met: (a) the claim must

be listed in the Debtor's Schedules and must not be listed as contingent, unliquidated or disputed; (b) the claimant must have a timely proof of claim on file; and (c) the classification of the claim as filed must agree with its classification in the Debtor's Schedules. If there is a difference between the amount of the claim set out in the proof of claim and the amount scheduled by the Debtor, for purposes of interim disbursements, the Trustee will use the lower amount.

**7. ADDITIONAL ADEQUATE PROTECTION TO VEHICLE LENDERS:**

Pursuant to 11 U.S.C. § 363, the Debtor shall not use a vehicle post-petition unless the Debtor: (i) maintains insurance on the vehicle in the amount required by the Debtor's pre-petition contract; (ii) provides proof of insurance to the lienholder upon request; and (iii) provides the Trustee with all necessary information for a wage order not later than the date of the initial Section 341 Meeting of Creditors (if the Debtor is a wage or salaried employee and the Court has not ordered otherwise).

**8. MORTGAGE CREDITORS: ONGOING MORTGAGE PAYMENTS & DIRECT MORTGAGE PAYMENTS ON DEBTOR'S PRINCIPAL RESIDENCE:**

Unless the Debtor is current on the mortgage on the petition date, or otherwise provided for under PLAN PROVISIONS 8. **Nonstandard Plan Provisions**, the Trustee shall pay all post-petition monthly mortgage payments to the mortgagee. Further, specific provisions regarding treatment of mortgage payments through the Plan are set out in the Consolidated Standing Order for the Adoption of a District Wide Form Chapter 13 Plan and the Chapter 13 Plan.

**9. DEADLINE FOR FILING OBJECTIONS TO CLAIMS; LATE-FILED CLAIMS:**

**a.** Objections to proofs of claim must be in writing and filed pursuant to L.Rule 9014. CONTESTED MATTERS.

**b.** No objection to a late-filed claim shall be necessary; such claims are deemed disallowed unless otherwise ordered by the Court. The burden is on the claimant to request, by motion, allowance of a late-filed claim.

**10. DEADLINE FOR FILING RESPONSES TO OBJECTIONS TO CLAIMS:**

Responses to objections to claims must be filed by the deadline provided in the notice included in the particular objection, pursuant to Local Bankruptcy Rule 9014. CONTESTED MATTERS. If no such notice is included in the objection to claim, no response is necessary and the objection to claim shall be set for hearing.

**11. ALLOWANCE OF CLAIM FOR PURPOSES OF TRUSTEE'S DISBURSEMENTS ON CLAIM:**

For purposes of the Trustee's disbursements on a claim under the plan, as soon as the deadline (as established herein) for filing an objection to a particular claim has passed, if no objection to the claim is then pending, the Trustee is authorized to rely on the most recent order determining the

allowance of the claim or, if no such order has been entered, on the Court's official record of filed claims in the case.

**12. MOTIONS TO VALUE COLLATERAL OR TO AVOID LIENS INDEPENDENT OF THE PLAN, AND RESPONSES THERETO:**

**a.** While some motions under 11 U.S.C. § 506 to value collateral or under 11 U.S.C. § 522(f) to avoid lien may be contained within the debtor's plan as provided in Form Plan, the debtors may elect to separately file a motion to value collateral or to avoid a lien, independent of the plan. Any such independent motion must be in writing.

**b.** Responses or objections to motions to value collateral or to avoid liens that are filed separately from the plan must be in writing and filed by the deadline provided in the notice included in such motion, pursuant to Local Bankruptcy Rule 9014. If no such notice is included, no response is necessary, and the motion shall be set for hearing.

**13. DEADLINE FOR FILING OTHER OBJECTIONS TO THE DEBTOR'S PLAN:**

Any objection to the confirmation of the Debtor's plan, including responses and objections to the motions to value collateral and to avoid liens that are contained in the plan, must be in writing and shall be filed no later than fourteen (14) days prior to the confirmation hearing date. All objections to a plan, including responses and objections to the motions to value collateral and to avoid liens that are contained in the plan, will be considered at the confirmation hearing.

**14. AMENDMENTS TO THE CHAPTER 13 PLAN, MOTIONS TO CURE PLAN ARREARAGE AND MOTIONS TO INCUR DEBT:**

**a.** All motions to modify Chapter 13 plans must:

- (1) be noticed to all creditors and parties in interest, including the Chapter 13 Trustee, within two days of filing;
- (2) contain negative notice language affording creditors a twenty-one-day opportunity to file objections to the proposed relief;
- (3) specifically indicate the number of months (if any) which the motion proposes to extend the term of the plan from the date of confirmation through completion; and
- (4) include separately filed amended Schedules I & J to indicate what material changes have occurred, if any.

**b.** PROCEDURE FOR TRUSTEE'S APPROVAL TO INCUR DEBT ONLY (NOT PROCEDURE OF APPROVAL BY THE COURT) Trustee's approval shall be sought by the submission of a written request to the Trustee by the Debtor's attorney (or the Debtor, if not represented by counsel), and such request shall not be filed with the Clerk. At the time the request is submitted to the Trustee, however, the Debtor shall also file with the Clerk Amended Schedules I

& J. In the written request to the Trustee, the Debtor shall state:

- (1) the reason or need for the incurring of the debt; and
- (2) the item to be purchased or refinanced, the amount of the debt, and other relevant financing terms.

If the Trustee approves the request, the Trustee shall file such approval with the Clerk. If the application is not approved by the Trustee within fourteen (14) days of submission, a motion to incur debt, which shall contain the same information as the request to the Trustee and shall also reference the Trustee's lack of approval of the request, may then be filed with the Clerk. In addition, refer to the Consolidated Standing Order for the Adoption of a District Form Chapter Plan or any other Order entered by the Court for this division or additional Court ordered procedures.

**15. TRANSFER OF ASSETS POST-PETITION:**

Refer to the Consolidated Standing Order for the Adoption of a District Form Chapter Plan for cases filed after November 1, 2017 or any other Order entered by the Court for this procedure.

**16. PLAN PROVISIONS FOR "SURRENDER" OF PROPERTY AND IMPACT ON THE AUTOMATIC STAY; PLAN DISBURSEMENTS AFTER TERMINATION OF THE AUTOMATIC STAY:**

a. Entry of an order confirming a plan that provides for surrender of property as treatment of a secured claim shall operate to modify the automatic stay imposed pursuant to 11 U.S.C. § 362(a) or 1301(a) to permit the holder of the claim to exercise its rights with respect to obtaining possession and title to the property. Unless otherwise provided by the plan or confirmation order, this modification of the automatic stay becomes effective fourteen (14) days after entry of an order of confirmation and no separate motion for relief from the automatic stay need be filed by the affected secured creditor.

b. Unless the Court orders otherwise, the Trustee will cease disbursements on a claim after the earlier of (a) sixty (60) days after an order for relief from the stay is entered or a notice of termination of stay is filed, or (b) the date the Trustee receives a Notice of Repossession or Foreclosure. For the purposes of this paragraph, the "modification" described in the paragraph above is considered to be an order granting relief from the stay.

c. The creditor retains the right to file an amended unsecured deficiency claim after the foreclosure has occurred except to the extent otherwise provided in any confirmed plan. Unless otherwise provided by an order of the court, any such deficiency claim shall be filed no later than ninety (90) days after the automatic stay is terminated, as determined by the order granting relief from the stay or the Notice of Termination of Stay.

**17. TAX RETURNS AND ANNUAL TAX REFUNDS:**

- a. Tax Refunds.

(1) All tax refunds received by the Debtor (or either Debtor if a joint case) while the chapter 13 case is pending shall be allocated as set forth below:

(i) The total amount of the aggregate tax refund(s) received for any tax period that exceeds \$2,000.00 shall, upon receipt, be paid and turned over to the Trustee as additional disposable income and such amount shall increase the base amount of the Plan. The Plan shall be deemed modified accordingly, and the Trustee will file a notice of plan modification within 21 days of receipt of the tax refund;

(ii) This \$2,000.00 annual limit shall apply to both joint-Debtor and single-Debtor cases;

(iii) The \$2,000.00 otherwise retained by Debtor must first be applied to any Plan arrearages;

(iv) Notwithstanding subparagraph (1) above, the Debtor may file a request to retain the portion of the tax refund otherwise payable to the Plan under subparagraph (1) with twenty-one (21) day negative notice language as set forth in Local Rule 9014(a) if, at the time of receipt of a refund, Debtor's Plan provides for the payment of 100% of allowed general unsecured claims within the term of this Plan. If the Trustee does not object within the twenty-one (21) day negative notice period, the Debtor may retain that portion of the tax refund.

(2) The Trustee is hereby authorized to endorse a tax refund check if the check is made payable to Debtor.

**b. Annual Tax Returns.**

The Debtor shall provide a copy of the annual post-petition income tax return to the Trustee if requested to do so or if required to do so pursuant to the Standing Order for Chapter 13 Administration for the division in which this case is pending. If this is a joint case, each Debtor shall comply with this provision if separate returns are filed.

**18. DUTIES OF TRUSTEE:**

It is sufficient for the purposes of Local Bankruptcy Rules 2016(c)(1) and 3015(e)(3) that the Trustee note his or her recommendation concerning confirmation of the Debtor's Chapter 13 plan by signing off on the confirmation order.

**19. DEBTOR'S COUNSEL: SCOPE OF REPRESENTATION AND COMPENSATION:**

**a. Scope of Representation; Benchmark Fee:**

(1) An attorney representing the Debtor in a Chapter 13 case shall represent the Debtor in *all* matters in or related to that case, from the earlier of the filing of the petition (if the attorney signs the petition) or the filing of a notice of appearance by the attorney (if the Debtor originally filed the petition pro se) until the case is

dismissed or otherwise closed (including disposition of any motion to reinstate the case), absent court approval of counsel's withdrawal from representation.

**(2)** The Bankruptcy Court for the Western District of Texas may from time to time establish a standard benchmark fee for Debtor's counsel in a routine non- business Chapter 13 case, and a standard benchmark fee for Debtor's counsel in a routine business case (see subparagraphs (3) and (4) below). An attorney may not receive a post-petition retainer or payment from the Debtor other than as specified in this Standing Order without leave of court. As guidelines, the Court contemplates that the following matters will be included in the standard benchmark fee:

- (a)** all conferences with the Debtor, including budget consultations and timely responses to Debtor inquiries, whether by telephone or in writing;
- (b)** preparation of the bankruptcy petition, schedules, statement of affairs, plan and pre-confirmation amendments thereto;
- (c)** representation of the Debtor at the § 341 meeting of creditors, including any continuances thereof;
- (d)** representation of the Debtor at confirmation and discharge hearings (including reset confirmation hearings);
- (e)** representation of the Debtor in connection with two motions under 11 U.S.C. § 362;
- (f)** representation of the Debtor on motions to dismiss, including Trustee motions to dismiss with or without prejudice;
- (g)** preparation of and representation of the Debtor on routine motions, which include the following:
  - (i)** motions for moratorium;
  - (ii)** motions to waive pay order;
  - (iii)** motions to pay filing fees in installments;
  - (iv)** a first motion to reinstate the case;
  - (v)** objections to claims and motions to value collateral and to avoid liens;
  - (vi)** motions to extend time to file paperwork; and
  - (vii)** motions to convert or dismiss the case;
- (h)** providing notices to creditors, where appropriate, such as explaining the automatic stay;
- (i)** making and performing, or assisting the Debtor in making or performing, the disclosures and duties required by 11 U.S.C. §§ 521, 527, 528 and 1308 including completion of the Questionnaire required at the end of the



case (see Paragraph 3c above); and

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

(3) In an individual non-business case, the Court deems \$3,600.00 ("the Individual Standard Fee") as reasonable compensation and reimbursement of expenses for an attorney representing the Debtor in accordance with 11 U.S.C. § 330(a)(3)(B).

(4) In an individual business case, the Court deems \$4,900.00 ("the Business Standard Fee") as reasonable compensation and reimbursement of expenses for an attorney representing the Debtor in accordance with 11 U.S.C. § 330(a)(3)(B).

(5) The Court will therefore allow an Individual Standard Fee or a Business Standard Fee and the Bankruptcy Clerk filing fees without the requirement of an application for compensation under 11 U.S.C. § 330 and Fed.R.Bankr.P. 2016(a).

**b. Additional Compensation:**

(1) Notwithstanding the foregoing, an attorney may for cause shown request additional fees for the services listed. Such request may be made through the filing of a formal application for compensation and following the National and Local Rules for such procedure. Alternatively, Debtor's counsel may follow the expedited procedure provided hereafter. In no event, however, shall counsel condition representation upon payment of an additional fee prior to undertaking a task. Counsel's choice is to undertake the work and then seek compensation or to decline the work and file an application for permission to withdraw from further representation in the case.

**(2) Expedited Application for Additional Compensation:**

(a) If (and only if) Debtor's counsel's employment agreement with the Debtor regarding attorney's fees and scope of employment authorizes fees and expenses to be charged beyond the amount originally agreed to be paid, as disclosed by counsel pursuant to Fed.R.Bankr.P. 2016(b), and only if and when the fee for filing the case has been paid in full, counsel may seek the allowance and payment of additional fees and expenses. In the interest of establishing *a simpler, more expeditious, and less expensive process* for requesting and obtaining allowance of such additional attorneys' fees and expenses in Chapter 13 cases, as an alternative to the procedure established under Local Rule 2016(4), the following procedure may be used. This abbreviated procedure may be used not more than three times in any case, and the total additional fees and expenses that are requested in a case using this abbreviated procedure may not be more than the amount originally charged.

(b) Except as provided below in subsection (b)(2), such additional fees may only be requested by the filing by counsel of a “**Motion for Additional Fees.**” If previous motions for additional fees have been filed, then subsequent motions shall be identified numerically as “Second Motion for Additional Fees,” etc. The content of the motion shall:

(i) include the 21-day negative notice language of Local Bankruptcy Rule 9014(a) and be served on all creditors with allowed claims, the Debtor and the Trustee;

(ii) state the amount agreed to be paid under the original fee agreement, and the amount of any pre-petition retainer;

(iii) state the dates and amounts of all previous requests for additional fees and expenses, and the amount awarded on each;

(iv) briefly describe the services performed for the current request;

(v) state the proposed source of payment of the fees and expenses requested (e.g., directly by the Debtor, through the plan, by a third party, from sales proceeds, etc.);

(vi) briefly describe the anticipated effect of the allowance of the additional fees and expenses on the plan (i.e., on its feasibility, the amount of any reduction in the dividend to unsecured creditors, etc.); and

(vii) contain a certificate of service indicating service on the trustee, Debtor, and all other parties in interest in the case.

(3) **Exceptions:** In the few limited instances listed below, a request for additional attorney’s fees and expenses may be included in a pleading that requests other relief. That a request for additional fees and expenses is included shall be noted in the caption of the pleading (and in the caption of the form of the order submitted with the pleading), which caption shall also indicate how many such requests have preceded the current request (e.g., “. . . and Fourth Request for Additional Debtor’s Attorney’s Fees”). The pleading shall comply with the requirements of subsection 2(b)(i) through (vii), above, and may include 21-day negative notice. If 21-day negative notice is included, and if no party in interest files a timely response, the court may approve the request for additional attorney’s fees and expenses, in addition to the other relief requested, without further notice or hearing.

The *only* pleadings which may include such requests for additional attorney’s fees and expenses are:

(a) applications to sell property where the proceeds of the sale will be the source of payment of any authorized additional fees and expenses; and

(b) motions or other pleadings where a third party, not the bankruptcy estate or the Debtor, will be the source of payment of any authorized additional fees and expenses.

Notwithstanding the foregoing, responsive pleadings may not include requests for additional attorney's fees and expenses of counsel for the Debtor.

**20. SUMMARY DISMISSAL OF CASE:**

A Chapter 13 case may be summarily dismissed upon submission of an order by the Trustee for any one of the following causes:

- a. failure of the Debtor to timely pay the filing fee;
- b. failure of the Debtor to timely file a plan or use the applicable Form Plan;
- c. failure of the Debtor to timely file Schedules;
- d. unexcused failure of the Debtor to appear at the scheduled Meeting of Creditors (Section 341 Meeting);
- e. delinquency of the Debtor of sixty (60) days or more days on payments under a proposed or confirmed plan;
- f. failure of the Debtor to comply with the provisions of a prior order which provides for such relief;
- g. failure of the Debtor to submit tax returns pursuant to § 521(e)(2);
- h. or failure of the Debtor to submit payment advices pursuant to § 521(a)(1)(B)(iv).

**21. EFFECTIVE DATE AND APPLICABILITY:**

The Effective Date of this Order is November 1, 2017. The Form Plan shall be used in every case filed in this Division on and after November 1, 2017.

IT IS FURTHER ORDERED that the Clerk of the Court shall give notice of this Order by serving a copy on the Chapter 13 Trustee for the Waco Division of the Western District of Texas, and by posting a copy on the Court's official web site at <http://www.txwb.uscourts.gov>.

# # #

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
\_\_\_\_\_ DIVISION**

**IN RE:** § **CASE NO.**  
 §  
 § **Chapter 13**  
 §  
**Debtor(s)**

**CHAPTER 13 PLAN AND MOTIONS FOR  
VALUATION AND LIEN AVOIDANCE**

**AMENDED**

If you oppose the Plan’s treatment of your claim or any provisions of this Plan, YOU MUST FILE AN OBJECTION to confirmation no later than fourteen (14) days before the confirmation hearing date.

Use of the singular word “Debtor” in this Plan includes the plural where appropriate. All section references (“§”) are to the Bankruptcy Code unless otherwise noted.

The following matters may be of particular importance. *Debtors must check one box on each line to state whether or not the Plan includes each of the following items.* If an item is checked as “Not Included” or if both boxes are checked, the provision will be ineffective if set out later in the Plan.

**1. Plan Overview**

<b>1.1</b>	A limit on the amount of secured claim based on valuation of collateral for the claim, set out in Sections 7.8 and 7.9, 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
<b>1.2</b>	Avoidance of a wholly unsecured lien or judicial lien or nonpossessory, nonpurchase-money security interest, set out in Sections 7.9 and 7.10	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included
<b>1.3</b>	Nonstandard provisions, set out in Section 8	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included

**2. Plan Summary**

**2.1** Debtor’s Plan payment will be \$\_\_\_\_\_ per month, paid by  3<sup>rd</sup> Party Epay (if accepted by Trustee),  Payroll Order, or  Direct (Money Order or Cashier’s Check). Variable payments, if applicable, are proposed as follows:

**EXAMPLE:**

<b>Months</b>	<b>Amount of Monthly Payment</b>
1–24	\$500
25–60	\$750

The term of the Plan is \_\_\_\_\_ months. The gross amount to be paid to the Trustee (sometimes, the “base amount”) is \$\_\_\_\_\_.

- 2.2** Under this Plan, the Trustee will pay all allowed priority claims in full; all allowed secured claims to the extent of the value of the collateral or the amount of the claim, whichever amount is provided for in Sections 7.7 and 7.8; and approximately \_\_\_\_\_% to allowed general unsecured claims. The specific treatment for each class of creditors is set forth below in the Plan.

**This Plan does not allow claims. A creditor must file a proof of claim by the applicable deadline to receive distributions under the plan as confirmed. Creditors are referred to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Western District of Texas, and the Standing Order for Chapter 13 Administration for this Division for information on procedures and deadlines.**

- 2.3** The aggregate value of Debtor’s non-exempt assets is: \$\_\_\_\_\_.

**3. Vesting of Estate Property**

- Upon confirmation of the Plan, all property of the estate **shall** vest in the Debtor, shall not remain property of the estate, and shall not be subject to the automatic stay of § 362; provided however, in the event of conversion of this case to chapter 7 the property of the Debtor as of the petition date should revest in the estate.
- Upon confirmation of the Plan, all property of the estate **shall not** vest in the Debtor, shall remain property of the estate, and shall remain subject to the automatic stay of § 362.

**4. Tax Refunds and Annual Tax Returns**

**4.1 Tax Refunds.**

All tax refunds received by Debtor (or either Debtor if a joint case) while the chapter 13 case is pending shall be allocated as set forth below:

- 1) The total amount of the aggregate tax refund(s) received for any tax period that exceeds \$2,000.00 shall, upon receipt, be paid and turned over to the Trustee as additional disposable income and such amount shall increase the base amount of the Plan. The Plan shall be deemed modified accordingly, and the Trustee will file a notice of plan modification within 21 days of receipt of the tax refund;
- 2) This \$2,000.00 annual limit shall apply to both joint-debtor and single-debtor cases;
- 3) The \$2,000.00 otherwise retained by Debtor must first be applied to any Plan arrearages;

- 4) Notwithstanding subparagraph (1) above, Debtor may file a notice to retain the portion of the tax refund otherwise payable to the Plan under subparagraph (1) with twenty-one (21) day negative notice as set forth in Local Rule 9014(a) if, at the time of receipt of a refund, Debtor's Plan provides for the payment of 100% of allowed general unsecured claims within the term of this Plan. If the Trustee does not object within the twenty-one (21) day negative notice period, Debtor may retain that portion of the tax refund.

The Trustee is hereby authorized to endorse a tax refund check if the check is made payable to Debtor.

#### **4.2 Annual Tax Returns.**

Debtor shall provide a copy of the annual post-petition income tax return to the Trustee if requested to do so or if required to do so pursuant to the Standing Order for Chapter 13 Administration for the division in which this case is pending. If this is a joint case, each Debtor shall comply with this provision if separate returns are filed.

### **5. Pre-Confirmation Adequate Protection Payments**

Pre-confirmation adequate protection payments under § 1326(a)(1) and § 502(b) shall be made as provided below, and pursuant to the Standing Order for Chapter 13 Administration for the division in which this case is pending:

- A. All pre-confirmation payments if required by § 1326(c) and proposed below will be made by the Chapter 13 Trustee without further order of the Court. Such payments shall be considered payments pursuant to § 1326(a) and 28 U.S.C. § 586(e).
- B. If the Debtor fails to make the required plan payments and funds on hand are not sufficient to pay all pre-confirmation adequate protection payments due, then such payments shall be paid on a pro rata basis, with the exception of ongoing monthly mortgage payments made by the Trustee.
- C. Monthly pre-confirmation adequate protection payments will be calculated from the date the first plan payment is due. To receive adequate protection payments, a secured creditor must have on file with the Clerk of the Court a timely filed and allowed proof of claim. The proof of claim must include proof of the creditor's security interest and shall be served on the Chapter 13 Trustee, the Debtor and Debtor's attorney. The Trustee will thereafter commence disbursement of pre-confirmation adequate protection payments in the next regularly scheduled monthly disbursement following the filing of the claim, subject to normal operating procedures.
- D. The Debtor proposes the following pre-confirmation adequate protection ("AP") payments. The Trustee shall apply pre-confirmation adequate protection payments to accrued interest, if applicable, and then to principal. AP payments shall cease upon confirmation of the Plan.

<b>Creditor &amp; Collateral</b>	<b>Monthly AP Payment</b>	<b>Interest Rate, If Claim is Over Secured</b>	<b>Other Treatment Remarks</b>

**6. Executory Contracts / Unexpired Leases / Contracts for Deed**

**6.1 Pursuant to § 1322(b)(7) and § 365, Debtor hereby elects to assume the following executory contracts, unexpired leases, and/or contracts for deed as follows:**

<b>Creditor</b>	<b>Property or Contract Description</b>	<b>Current Monthly Payment to be Paid Directly by the Debtor</b>

**6.2 Pursuant to § 1322(b)(7) and § 365, Debtor hereby elects to reject the following executory contracts, unexpired leases, and/or contracts for deed:**

<b>Creditor</b>	<b>Property</b>

**7. Treatment of Claims**

**7.1 Administrative Claims & Request for Attorney Fees.**

The Trustee shall collect the allowed statutory Trustee fee upon receipt of all monies paid by or on behalf of Debtor. All other administrative claims, including Debtor’s attorney fees, shall be paid according to the terms of this Plan.

Upon confirmation of the Plan, the Court approves and awards \$\_\_\_\_\_ to Debtor’s attorney as an administrative claim for legal services performed in this case in accordance with the applicable benchmark. Debtor’s attorney may file applications for an additional award of attorney fees pursuant to the Bankruptcy Code, Local Bankruptcy Rules for the Western District of Texas, and the Standing Order for Chapter 13 Administration for the division in which this case is pending. If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis. The Trustee shall disburse payments to the attorney as follows:

Debtor's Attorney	Amount of Fee Paid Through the Plan	Payment Method:	Additional Provisions
		<input type="checkbox"/> Standing Order <input type="checkbox"/> Other	

**7.2 Priority Claims.**

All allowed claims entitled to priority under § 507(a), except § 507(a)(2), shall be paid in full in deferred distributions by the Trustee, unless: (1) the holder of a particular claim agrees to a different treatment of such claim; or (2) such claim is provided for under § 1322(a)(4). Unless the Plan provides otherwise, the distributions shall be made by the Trustee. If the Plan identifies a creditor's claim as a priority claim and the creditor files the claim as a general unsecured claim, the claim shall be treated as a general unsecured claim unless otherwise ordered by the Court. If any priority claim is filed for a debt that was either not scheduled or scheduled as a general unsecured claim, the claim shall be allowed as a priority claim unless otherwise ordered by the Court. Allowed priority claim(s) shall be paid without interest, unless otherwise ordered by the Court or unless specifically allowed under § 1322(b)(10) and provided for below.

The amount set forth in the Plan is an estimate and if the actual allowed claim is in a different amount, the amount to be paid pursuant to the Plan shall be the amount due on the allowed claim.

Domestic Support Obligations ("DSO"). The Trustee shall pay all pre-petition DSO claims through the Plan unless the Court orders otherwise. Debtor shall pay all DSO payments that accrue post-petition directly to the holder, or the holder's agent, pursuant to the terms of the DSO.

The Trustee shall disburse payments to the following creditors holding priority claims:

**EXAMPLE:**

Creditor	Description	Est. Claim Amount	Est. Monthly Payment
Attorney General	Child Support	\$5,000	Pro Rata
IRS	Income Tax (2013)	\$5,000	Pro Rata

If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis.

**7.3 Arrears on Assumed Executory Contracts/Leases/Contracts for Deed.**

The Trustee shall disburse payments for arrears to creditors holding assumed executory contracts, leases, and/or contracts for deeds. The amounts listed below by Debtor are estimates. If a creditor files a proof of claim and the claim for arrears or the ongoing monthly



payment is in a different amount than stated below, the payments under the Plan shall be based on the creditor's claim unless a different amount is established by court order.

Those creditors holding claims within this class are as follows:

<b>Creditor &amp; Collateral</b>	<b>Arrears &amp; Treatment of Arrears Through the Plan</b>	<b>Amount of Ongoing Monthly Payment Through the Plan</b>

**7.4 Collateral to be Surrendered.**

Upon the entry of an order confirming the Plan or an order modifying the Plan, the stay shall automatically terminate with regard to the collateral surrendered. Upon the entry of such order, the creditor shall have ninety (90) days from the date of the order to file a claim or amended claim as to any deficiency balance that may remain, and such deficiency balance will be paid as a general unsecured claim. Any such claim is subject to objection.

Debtor surrenders the following collateral:

<b>Creditor</b>	<b>Collateral</b>	<b>Location of Collateral</b>

**7.5 Creditors to be Paid Directly by Debtor (Other Than Mortgage Creditors), by a Third Party, or by a Co-Debtor. [USE ONLY IF THERE IS NO DEFAULT]**

Creditors within this class shall retain their liens on the collateral that is security for the claim until the claim has been paid in full as determined by the note and/or applicable non-bankruptcy law.

If certain claims are paid directly by Debtor to creditor, Debtor shall be deemed acting as a disbursing agent under the Plan for payment of such claim. Such payments shall be made in addition to the payments by Debtor to the Trustee and are deemed to be payments made pursuant to the Plan.

The following creditors shall be paid directly by Debtor, a Third Party, or a Co-Debtor:

<b>Creditor</b>	<b>Collateral</b>	<b>Debt Owed</b>	<b>Monthly Payment</b>	<b>Remarks</b>	<b>Identify Payer</b>

## **7.6 Mortgage Creditors: Ongoing Mortgage Payments & Direct Mortgage Payments on Debtor's Principal Residence.**

Unless the Debtor is current on the mortgage on the petition date, or otherwise provided for under PLAN PROVISIONS 8. Nonstandard Plan Provisions, the Trustee shall pay all post-petition monthly mortgage payments to the mortgagee. Ongoing mortgage payments will be in the amount stated in the allowed proof of claim or pursuant to a Court Order. If Debtor makes a Plan payment that is insufficient for the Trustee to disburse all ongoing mortgage payments required below, the Trustee shall hold plan payments until a sufficient amount is received to make a full ongoing mortgage payment. Debtor shall provide to the Trustee all notices received from Mortgage Creditors including, statements, escrow notices, default notifications, and notices concerning changes of the interest rate if a variable rate mortgage. The automatic stay is modified to permit Mortgage Creditors to issue such notices.

The Trustee shall be authorized to make changes to the ongoing monthly mortgage payments based on Notice filed pursuant to Bankruptcy Rule 3002.1(b) and to pay fees, expenses, and charges based on Notice filed pursuant to Bankruptcy Rule 3002.1(c). The Trustee may request that the Debtor file amended Schedules I and J, and the Debtor shall do so on or within thirty (30) days after receiving such a request from the Trustee. If Debtor lacks the disposable income to pay the ongoing mortgage payment, the Trustee may seek dismissal. The Debtor or the Trustee may seek to modify the Plan based on Debtor's current income, Debtor's ongoing mortgage payment obligations, or as otherwise provided in § 1329.

Alternatively, upon the filing by a Mortgage Creditor of a Notice pursuant to Bankruptcy Rule 3002.1(b) or 3002.1(c), the Trustee may file a Notice of Increase of Plan Payment with the Court if the Trustee reasonably believes that, under the circumstances, the increased payment should be Debtor's responsibility. The Trustee shall serve the Notice of Increase of Plan Payment on Debtor and Debtor's counsel. Such circumstances include but are not limited to: (1) increase in the mortgage payment or claim for expense is caused by Debtor's failure to pay tax, insurance or other obligations to the mortgagee that the Debtor was required to pay directly; (2) cases in which the Debtor is paying less than the Debtor's full disposable income because the Debtor has agreed to pay a 100% dividend to general unsecured creditors; and (3) cases where, because of the increase due the Mortgage Creditor, the current Plan would fail to pay fully the amount provided under the Plan to allowed secured, priority, and administrative claims and any required amount to be paid to general unsecured claims under the terms of the confirmed Plan by reason of § 1325(a)(4) or otherwise.

The amount set forth in a Notice of Increase of Plan Payment shall become the modified Plan payment, and the Plan base shall be correspondingly increased. The Debtor must file a motion to modify Plan, supported by amended Schedules I and J as well as income verification, if the Debtor believes there is not, at that time, sufficient disposable income to pay the increased Plan payment or there is otherwise basis to amend the Plan rather than pay the increased Plan payment. The Debtor's motion to modify Plan shall be filed no later than thirty (30) days after Trustee's Notice of Increase in Plan Payment is filed.

**It is possible that a change in the ongoing mortgage payment will affect the distribution to the unsecured creditors, and this provision of the Plan shall serve as adequate notice of the possibility.**

If Debtor is current as of the petition date and elects to pay the ongoing mortgage directly but subsequently defaults, Debtor should file a motion to modify the Plan within thirty (30) days of receiving notice of the default to provide for the payment of the post-petition mortgage arrears. The future ongoing mortgage payments shall be paid by the Trustee. The motion to modify the Plan must state the name, address, and account number of the Mortgage Creditor to whom payments are to be made; the date the Trustee is to commence the ongoing mortgage payments; and the treatment of the post-petition delinquency including the gap between the date when Debtor modified the Plan and the date on which the Trustee is to commence the ongoing mortgage payments. The Trustee may also file a motion to modify the Plan in the event of a post-petition default.

The Standing Order for Chapter 13 Administration for the division in which this case is pending as to ongoing mortgage payments shall also apply.

For cause shown, Debtor may deviate from the procedures set forth in this provision of the Plan provided that Debtor sets forth cause, with specificity, in PLAN PROVISIONS 8. Nonstandard Plan Provisions. The Trustee and any party in interest may object. Debtor shall have the burden of proving at any hearing on confirmation of the Plan cause for such deviation. Avoidance of administrative fees alone shall not be considered cause.

The amounts set forth below are Debtor’s estimate and the allowed claim shall control as to the amounts. Those creditors holding a secured claim with ongoing mortgage payments are as follows:

<b>Creditor</b>	<b>Property Address</b>	<b>Monthly Mortgage Payment</b>	<b>Interest Rate (for informational purposes only)</b>	<b>Payment Due Date (per contract)</b>	<b>Paid By:</b>
					<input type="checkbox"/> Trustee (Conduit) <input type="checkbox"/> Debtor (Direct)

**7.7 Secured Claims: Cure Arrears on Long Term Debt and Mortgage Arrears on Debtor’s Principal Residence.**

Arrears on long term debt and pre-petition mortgage arrearage claims shall be paid pursuant to the payment schedule set forth below. Upon discharge, if the pre-petition arrears and the post-petition ongoing payments are current on Debtor’s Principal Residence, the default will be deemed cured and the note reinstated according to its original terms, including the retention of any security interest. The pre-petition arrears set forth below is an estimate only and the Trustee shall pay the pre-petition arrears based on the proof of claim as filed by the creditor, unless a different amount is allowed pursuant to a court order.

If there are insufficient funds to pay the monthly payment to claims within this class, creditors in this class shall be paid on a pro rata basis. If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis.

The following secured creditors hold claims for arrears in this class:

<b>Creditor</b>	<b>Collateral Description</b>	<b>Estimated Arrearage</b>	<b>Monthly Payment or Method of Distribution</b>	<b>Interest Rate (If applicable)</b>	<b>Remarks</b>

**7.8 Secured Claims: Treatment of Claim and Motion to Value Collateral Pursuant to § 506; and 910 Day Claims/1 Year Claims.**

Creditors within this class shall retain their liens on the collateral that is security for their claims until the earlier of: (1) the date the underlying debt, as determined by non-bankruptcy law, has been paid in full; or (2) the date discharge is entered under § 1328. If the case is dismissed or converted without completion of all Plan payments, the liens shall be retained by the creditors pursuant to applicable non-bankruptcy law.

Debtor moves to value the collateral described below in the amounts indicated. The values as stated below represent the fair market value of the collateral pursuant to § 506(a)(2). Objections to the valuation of collateral proposed by this Motion and the Plan must be filed no later than fourteen (14) days before the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with the confirmation of the Plan.

The Trustee shall pay the allowed secured claims, which require the filing of a proof of claim, to the extent of the value of the collateral or the full payment of the claim as specified below, plus interest thereon at the rate specified in this Plan. **Failure of the secured creditor to object will be deemed acceptance of the plan under § 1325(a)(5)(A)** Except for secured claims for which provision is made to pay the full amount of the claim notwithstanding the value of the collateral, the portion of any allowed claim that exceeds the value of the collateral shall be treated as an unsecured claim under Section 7.11 below.

<b>Creditor</b>	<b>Collateral Description</b>	<b>Amount of Debt (Est)</b>	<b>Fair Market Value</b>	<b>Interest Rate</b>	<b>Equal Monthly Payment</b>	<b>Unsecured Claim</b>	<b>910 Claim? ***</b>
							<input type="checkbox"/>

\*\*\* Debtor indicates, by notation (  ) that the collateral which secures the claim was purchased within 910 days if a vehicle or within 1 year if personal property pursuant to § 1325(a) (hanging paragraph).

If additional monies are available, the Trustee may, within his or her discretion, disburse such funds to this class on a pro rata basis.

If any secured proof of claim is timely filed for a debt that was either not scheduled or scheduled as unsecured, the claim shall be allowed as secured unless otherwise ordered by the Court. Said claim shall be paid under the Plan with interest at \_\_\_\_% per annum and shall be paid on a pro rata basis as funds become available after payment of any fixed equal monthly payments payable to other secured creditors listed above.

## 7.9 Wholly Unsecured Claims.

### **NOTICE OF DEBTOR'S INTENTION TO STRIP A WHOLLY UNSECURED LIEN**

**Debtor proposes a Chapter 13 plan that strips your lien secured by real property to a wholly unsecured claim. The Plan alleges that the value of the real property is less than the amount owed on all liens that are senior in priority to your lien. Your claim will receive no distributions as a secured claim but will receive distributions as a general unsecured claim.**

**If you disagree with the treatment proposed by the Plan that will terminate your lien and that will pay your claim as a general unsecured claim, you must file an objection to the Plan no later than fourteen (14) days before the confirmation hearing date. If you fail to object, the Bankruptcy Court may approve the Plan without further notice.**

**Upon entry of a Discharge Order, the holder of the lien is required to execute and record a full and unequivocal release of its liens, encumbrances and security interests secured by the real property and to provide a copy of the release to the Trustee, Debtor, and Debtor's counsel. Notwithstanding the foregoing, the holder of a lien that secures post-petition homeowners' association fees and assessments will be allowed to retain its lien, but only to secure (i) post-petition assessments; and (ii) other post-petition amounts, such as legal fees, if such post-petition amounts are incurred with respect to post-petition fees and assessments, and are approved by the Court, if incurred during the pendency of the bankruptcy case.**

**This provision does not apply if a secured creditor does not file a proof of claim.**

Notice of this Plan provision must be provided by the Debtor to the secured creditor in accordance with Fed. R. Bankr. P. 7004.

The following claims shall be paid as a general unsecured claim as there is no equity in the collateral to secure the claim.

If the case is dismissed or converted without completion of all Plan payments, the liens shall be retained by the creditors pursuant to applicable non-bankruptcy law.

Those creditors holding secured claims that are wholly unsecured and are within this class are as follows:

<b>Creditor</b>	<b>Collateral</b>	<b>Fair Market Value</b>	<b>Amount of Senior Lien(s)</b>

**7.10 Motions to Avoid Lien Pursuant to § 522(f).**

The Bankruptcy Code allows certain liens to be avoided. If a lien is avoided, the creditor’s claim, to the extent allowed, will be treated as a general unsecured claim under Section 7.11. The amount of the debt set forth in the Plan is Debtor’s estimate and if the actual allowed claim is in a different amount, the unsecured amount to be treated pursuant to the Plan shall be the amount due on the allowed claim.

If the case is dismissed or converted without completion of all Plan payments, the liens shall be retained by the creditors pursuant to applicable non-bankruptcy law.

Debtor moves under § 522(f) to avoid the following liens that impair exemptions. Objections to this treatment must be filed no later than fourteen (14) days before the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with the confirmation of the Plan. (Debtor must list the specific exempt property that the lien impairs and the basis of the lien—e.g. judicial lien, non-PMSI, etc.).

<b>Creditor</b>	<b>Property Subject to Lien</b>	<b>Lien Amount to be Avoided</b>	<b>Secured Amount Remaining</b>	<b>Type of Lien</b>

**7.11 General Unsecured Claims.**

Creditors within this class hold general unsecured claims that are not otherwise provided for in the Plan, including but not limited to creditors’ unsecured claims arising by reason of lien avoidance or lien strip, rejection of executory contracts or leases, or bifurcation of a claim. Payments to holders of allowed claims within this class shall be disbursed on a pro rata basis and shall be disbursed after payment of other creditors. The amounts set forth as unsecured claims in Debtor’s schedules are estimates only, and payments to holders of allowed general unsecured claims shall be based upon allowed claim amounts.

**8. Nonstandard Plan Provisions**

**Nonstandard Plan Provisions.**

**The following Plan provisions will be effective only if there is a check in the box in Section 1.3 of the Plan.**

**Failure to place any nonstandard provision in this section results in the nonstandard provision being void.**

I certify that all nonstandard plan provisions are contained in this section of the Plan.

\_\_\_\_\_  
Debtor's Attorney or Pro Se Debtor  
State Bar No. \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Joint Debtor

**Certificate of Service**

Debtor shall be responsible for service of the Plan on the Trustee and all parties in interest.

Exhibit # 2

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
WACO DIVISION

IN RE:

	§	
	§	
	§	CASE NO.
	§	
Debtor(s)	§	Chapter 13 Proceeding

**SUPPLEMENT TO CONFIRMATION ORDER**

If the following tax returns are not filed with the Internal Revenue Service by the deadline indicated below, the Trustee may orally request Summary Dismissal of the case at any scheduled hearing on confirmation of the Debtor's(s') Plan.

- Form 1040 for the following periods: \_\_\_\_\_
- Form 940 for the following periods: \_\_\_\_\_
- Form 941 for the following periods: \_\_\_\_\_
- Other: \_\_\_\_\_

The deadline for filing all of the above is: \_\_\_\_\_

For purposes of this Supplement, a return is considered "filed" if any of the following are provided to the Trustee:

- (1) a Receipt of Tax Return form from the IRS, or a receipt from the Presiding Officer at the Section 341 Meeting of Creditors stating that the return(s) were provided at that Meeting;
- (2) a file-stamped copy of the return from the local IRS Office; or
- (3) the "green card" return receipt requested, showing the return(s) were mailed to the following address:  
  
Internal Revenue Service  
Special Procedures Staff  
300 E. 8th Street  
Stop 5026 AUS  
Austin, Texas 78701
- (4) An affidavit of the Debtor, swearing that the return has been mailed on a stated date to the IRS at the above address, with a copy of the mailed return attached.

Approved:

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Chapter 13 Trustee



Exhibit # 3

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
WACO DIVISION

IN RE:

Debtor(s)

§  
§  
§  
§  
§

CASE NO.

Chapter 13 Proceeding

**DECLARATION OF THE DEBTOR(S)**  
**CONCERNING CONFIRMATION REQUIREMENTS**

The Debtor(s) in the above captioned case, \_\_\_\_\_  
\_\_\_\_\_, being duly sworn upon oath, state as follows (check all applicable statements):

1.  Since the filing of this bankruptcy case, I/we have not been required by a judicial or administrative order or by statute to pay any domestic support obligation as defined in 11 U.S.C. § 101(14A).

**OR**

- I/We have paid all amounts that first became due and payable under a domestic support obligation (as defined in 11 U.S.C. § 101(14A)) after the filing of this bankruptcy case that I/we am/are required by a judicial or administrative order or by statute to pay.

2.  I/We have filed all federal, state and local tax returns required by law to be filed for all taxable periods ending during the four year period prior to the filing of this bankruptcy case.

**OR**

- I/We have signed a Supplement to the Confirmation Order certifying that all required tax returns will be filed no later than \_\_\_\_\_.

**By signing this Affidavit, I/we acknowledge that all statements contained herein are true and accurate and that the Court may rely on the truth of each of these statements in determining whether to confirm my/our Chapter 13 Plan. The Court may revoke confirmation of the Chapter 13 Plan if the statements herein are not accurate. Debtor(s) understand that, should any of the above declarations change prior to entry of a confirmation order, Debtor(s) will have to present an updated Declaration to the Chapter 13 Trustee.**

*I/We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on \_\_\_\_\_, 201\_\_.*

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Debtor

**Exhibit # 4**

**DEBTOR QUESTIONNAIRE UPON COMPLETION  
OF PLAN PAYMENTS IN BANKRUPTCY CASE NO. \_\_\_\_\_**

**CIRCLE THE CORRECT ANSWERS:**

1. YES / NO I/We have completed an instructional course concerning personal financial management, as described in 11 U.S.C. § 111, provided by the following entity:  
  
[ Insert Name & Address \_\_\_\_\_  
of Chapter 13 Trustee ] \_\_\_\_\_  
\_\_\_\_\_
  
2. YES / NO I/We have not received a discharge in a Chapter 7, 11 or 12 bankruptcy case within four years of the date I/we filed this bankruptcy case.
  
3. YES / NO I/We have not received a discharge in another Chapter 13 bankruptcy case within two years of the date I/we filed this bankruptcy case.
  
4. YES / NO Did you elect to use State exemptions? If yes, then the following two questions must be answered.
  - a. YES / NO I/We did not have, either at the time of the filing of this bankruptcy case, or at the present time, equity in excess of \$125,000 (\$250,000 if married and filing this case jointly) in the type of property described in 11 U.S.C. § 522(p)(1). [*generally, your homestead*]
  
  - b. YES / NO There is not currently pending any proceeding in which I [in an individual case] or either of us [in a joint case] may be found guilty of a felony [a felony is an offense punishable by a minimum term of imprisonment of more than one year] of the kind described in 11 U.S.C. § 522(q)(1)(A) [one where the circumstances of the felony demonstrated that the filing of this case was an abuse of the Bankruptcy Code] or liable for a debt of the kind described in 11 U.S.C. § 522(q)(1)(B) [violation of federal or state securities laws or regulations or orders issued thereunder; fraud, deceit or manipulation in a position of trust in connection with the purchase or sale of certain registered securities; civil remedies under the racketeering statute; or criminal acts, intentional civil injuries, or willful or reckless misconduct causing serious physical injury or death to another in the preceding five years].

5. a. YES / NO I/We have been required by a judicial or administrative order or by statute to pay any domestic support obligation, as defined in 11 U.S.C. § 101(14A) [a debt owed to or recoverable by a spouse, former spouse, or child or the child's parent or legal guardian, or a government unit, for alimony, maintenance or support of those persons, that was established by a separation agreement, divorce decree, property settlement, or order of the court or, where applicable, a determination of a governmental unit] either before this bankruptcy case was filed, or at any time after the filing of this bankruptcy case.

**IF THE ANSWER TO QUESTION 5a IS "YES," THEN ALL OF THE FOLLOWING QUESTIONS MUST BE COMPLETED/ANSWERED:**

- b. YES / NO I/We certify that, prior to the date of this Questionnaire, I/we have paid all amounts due under any domestic support obligation [as defined in 11 U.S.C. § 101(14A)] required by a judicial or administrative order or by statute, including amounts due before this bankruptcy case was filed, to the extent provided for by my/our Plan. The name and address of each holder of a domestic support obligation is as follows:

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- c. My/Our most recent address is:

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- d. The name and address of my/our most recent employer(s) is:

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- e. The following creditors hold a claim that is not discharged under 11 U.S.C. § 523(a)(2) or

(a)(4), or a claim that was reaffirmed under 11 U.S.C. § 524(c):

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**I/we acknowledge that all statements contained herein are true and accurate. The Court may rely on the truth of each of these statements in determining whether to grant me/us a discharge in this Chapter 13 bankruptcy case. The Court may revoke my discharge if the statements herein are not accurate.**

***I/We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on \_\_\_\_\_, 200\_\_.***

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Debtor

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Debtor