

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLUMBIA**

In re: _____	:	Case No. _____
	:	Chapter 13
	:	
	:	
Last 4 <u>digits</u> of Soc. Sec. No. <u> </u>	:	Hearing
Date: _____	:	
	:	Date of Plan: _____
	:	
Last 4 <u>digits</u> of Soc. Sec. No. _____	:	Deadline for Filing Objections to Plan and Mailing Copies to Trustee, the Debtor(s), and counsel for the Debtor(s): 21 Days After Date of Plan

CHAPTER 13 PLAN & NOTICE OF DEADLINE TO OBJECT TO CONFIRMATION

Original Plan Amended Plan Modified Plan (modifying a confirmed plan)

1. GENERAL PLAN PROVISIONS.

The term “Debtor” herein includes both Debtors if this is a joint case. The Debtor proposes the following Chapter 13 Plan (the “Plan”) and makes the following declarations. **WARNING: In order to make this Plan effective, the Debtor must mark one and only one box in each Section A, B and C below.** The check marks in the boxes below will override any contrary provisions in the rest of the Plan. This Plan:

- A. does not contain any nonstandard provisions. OR
 does contain nonstandard provisions. They are stated in Section 9 below.

- B. does not limit the amount of a secured claim. OR
 does limit the amount of a secured claim based on the value of the collateral securing the claim as stated in Section 6(A) or 6(B) below. Any such attempt to limit the amount of a secured claim will be pursued by way of a Motion or Objection to Claim as noted in Section 6.

- C. does not avoid a security interest or lien. OR
 does avoid a security interest or lien as stated in Section 6(A) or 6(B) below. Any such avoidance will be pursued by way of a Motion as noted in Section 6.

2. NOTICES.

You should read this Plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

A. Notice to Creditors.

Your rights may be affected by this Plan. Your claim may be reduced, modified, or eliminated. Section 1 above may identify Sections that may be of particular importance.

If you oppose this Plan's treatment of your claim or any provision of this Plan, you or your attorney must file an objection to confirmation of the plan within 21 days after the date of the plan, with a certificate of service reflecting mailing of the objection to the Chapter 13 Trustee, the Debtor, and the attorney for the Debtor.

The Court may confirm this Plan without further notice if no objection to confirmation is filed. You may need to file a timely proof of claim in order to be paid under the Plan.

B. Notice to Debtor.

This form lists options that may be appropriate in some cases, but not all cases. Just because an option is listed on the form does not mean that it is appropriate for you as the Debtor. Plans contrary to the local rules and Court rulings may not be confirmed.

3. PLAN TERMS.

Regular payments:

The Debtor's future earnings are submitted to the supervision and control of the Chapter 13 Trustee, and the Debtor will pay as follows (mark and complete one of A or B below).

- A. \$ _____ per month for a term of _____ months. OR
- B. \$ _____ per month for _____ month(s),
 \$ _____ per month for _____ month(s), and
 \$ _____ per month for _____ month(s), for a total term of _____ months.

The Debtor must make monthly payments commencing no later than 30 days after the petition date. The Debtor will make payments as follows. (Check **all of the following** that apply.)

- The Debtor will make payments pursuant to a payroll deduction order. **The Debtor is responsible to make payments to the Trustee until any payroll deduction order is in effect.**
- The Debtor will make payments directly to the Trustee.
- Other _____

Income Tax Returns and Refunds:

Unless otherwise directed by the Chapter 13 Trustee, the Debtor will supply to the Chapter 13 Trustee a copy of each income tax return that the Debtor files- during the Plan term within 14 days of filing the return.

The Debtor will treat income tax refunds as follows:

- The Debtor will retain any income tax refunds received during the Plan term.
- The Debtor will turn over to the Trustee all tax refunds received during the Plan term, not later than 30 days after receipt.

Additional Payments:

None The Debtor will make additional payments to the Trustee from other sources specified below. (Describe the source, estimated amount and date of each anticipated payment.)

4. TREATMENT OF CLAIMS.

Trustee Commission, Domestic Support Obligations, and Administrative Claims: From the payments made to the Chapter 13 Trustee, the Trustee shall be paid the allowed fee under 11 U.S.C. § 1326(b)(2) and will make distributions in the order listed pursuant to Local Rule 3015-5 unless otherwise ordered by the Court. Any deviation from the order of distribution must be set forth in Section 9, Non-Standard Provisions. Allowed claims entitled to priority under 11 U.S.C. § 507(a)(1) and (2) will be paid in full. Their order of payment is governed by Local Rule 3015-5. Any interest required to be paid on administrative claims for taxes shall be governed by 11 U.S.C. § 511.

A. Claims Entitled to Priority Under 11 U.S.C. § 507(a)(3) – (10).

The following are the anticipated priority claims listed in 11 U.S.C. § 507(a)(3) – (10) in this case:

<u>Priority Creditor</u>	<u>Expected Claim Amount</u>
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(Check one box.)

- All allowed claims entitled to priority under 11 U.S.C. § 507(a)(3) – (10) will be paid in full.
- All allowed claims entitled to priority under 11 U.S.C. § 507(a)(3) – (10), other than § 507(a)(8), -will be paid in full, with post-confirmation interest of ___% per annum.

All allowed claims entitled to priority under 11 U.S.C. § 507(a)(8) will be paid in full, with post-confirmation interest at the rate of interest under applicable nonbankruptcy law determined as of the calendar month in which the ~~P~~lan is confirmed.¹

B. Secured Claims.

i. General Provisions:

Secured Claims Deemed Not Provided for by the Plan. Any secured claim or portion thereof not listed in the Plan to be paid by the Trustee, or stated to be paid by the Debtor directly outside of the Plan or not otherwise addressed in the Plan, or -for which no claim was filed (or which a proof of claim has been disallowed as untimely), will be deemed not provided for by the Plan. The rights of the creditor to enforce its lien (or right of setoff) against the property securing the claim will remain unaffected by the completion of the Plan. Unless the lien (or right of setoff) is avoided, the holder of the claim will- retain its lien (or right of setoff) as to such secured claim notwithstanding 11 USC §1327(c).

Effect of a Secured Claim Not Provided for by the Plan on Debtor's Right to a Discharge. The Debtor will not be denied a discharge based on non-payment of such secured claim (or portion thereof) deemed not provided for by the Plan.

Effect of Discharge on Unsecured Portion of a Claim Secured by a Lien (or Right of Setoff) That is Not Provided for by the Plan. Except for:

- (1) a claim secured only by a security interest in real property that is the Debtor's principal residence and that is not avoided, or
- (2) a claim for which the Plan provides that the claim (whether secured or unsecured) is to be paid directly by the Debtor,

the unsecured portion, if any, of a claim secured by a lien (or right of setoff) that is not provided for by the Plan -for example, any amount of such claim that remains unpaid after enforcement (either during the case or after closing of the case) of the lien (or right of setoff) is discharged by any discharge received in Chapter 13 by the Debtor in this case unless excepted from discharge under 11 U.S.C. §1328 or some other statutory provision.

~~and setoff~~

- ii. Adequate Protection Payments for Claims Secured by or Subject to a Lease of Personal Property:** Beginning not later than 30 days after the petition date and until the Plan is confirmed, the Debtor will directly make payments required under 11 U.S.C. § 1326 for claims listed below that are secured by or subject to a lease of personal property. After confirmation of the Plan, the claims will be paid under Section 4(B)(iv). The Debtor must make sure to list the amount of the monthly payment the

¹ See 11 U.S.C. § 511.

Debtor will pay before confirmation, and list the last 4 digits only of the account number, if any, the lienholder uses to identify the claim:

- None, or
- Claims Listed Below:

<u>Lessor/ Lienholder</u>	<u>Property/ Collateral</u>	<u>Acct. No (last 4 numbersdigits)</u>	<u>Pre-Confirmation Monthly Payment</u>
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iii. Cure of Default and Maintenance of Payments on Claims Secured by the Debtor’s Principal Residence. Arrears on such claims that were owed as of the petition date will be paid through the Plan in equal monthly amounts. The Debtor will directly pay outside of the plan payments that come due after filing of the petition beginning with the first payment due after filing the petition. **The portion of the claim to be paid directly by the Debtor outside the Plan will be governed by Section 4(B)(viii) below.**

- None, or
- Claims Listed Below:

<u>Lienholder</u>	<u>Collateral</u>	<u>Estimated Prepetition Arrears</u>	<u>Estimated Monthly Cure Payment</u>	<u>No. of. Months</u>
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iv. Cure of Default and Maintenance of Payments on Allowed Claims Secured by Property OTHER THAN the Debtor’s Principal Residence. Arrears on such claims that were owed as of the petition date will be paid through the Plan in equal monthly amounts. The Debtor will directly pay outside of the plan payments that come due after filing of the petition beginning with the first payment due after filing the petition. **The portion of the claim to be paid directly by the Debtor outside the Plan will be governed by Section 4(B)(viii) below.**

- None, or
- Claims Listed Below:

<u>Lienholder</u>	<u>Collateral</u>	<u>Estimated Prepetition Arrears</u>	<u>Estimated Monthly Cure Payment</u>	<u>No. of. Months</u>
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v. **Allowed claims described in the final paragraph of §1325(a) of the Bankruptcy Code² will be paid in full plus any pre-confirmation interest.**

None, or

Claims Listed Below will receive the full amount of the allowed secured claim (including any pre-confirmation interest owed under nonbankruptcy law) plus post-confirmation interest on the allowed secured claim as indicated below in equal monthly amounts. The Debtor's ~~Debtor~~ estimate of value (and estimate of the required monthly payments) shall not be controlling. A proof of claim must be filed for the claim to receive that treatment and an untimely proof of claim may be disallowed:

<u>Lienholder</u>	<u>Collateral</u>	<u>Estimated Allowed Secured Claim</u>	<u>Post- Confirmation Interest Rate</u> % per annum	<u>Estimated Monthly Payment</u>	<u>No. of. Months</u>
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vi. **Other Allowed Secured Claims to be Paid in Full through the Plan.** Such claims will be paid through the Plan in equal monthly amounts. A proof of claim must be filed for the claim to receive that treatment and an untimely proof of claim may be disallowed. The Debtor's estimate of the amount of the claim (and estimate of the required monthly payments) shall not be controlling. The Debtor must make sure to list the post-confirmation interest rate to be paid:

None, or

Claims Listed Below:

<u>Lienholder</u>	<u>Collateral</u>	<u>Estimated Amount</u>	<u>Post- Confirmation Interest Rate</u> % per annum	<u>Estimated Monthly Payment</u>	<u>No. of. Months</u>
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Allowed secured claims for taxes shall be paid post-confirmation interest at the rate of interest under applicable nonbankruptcy law determined as of the calendar month in which the plan is confirmed

² ~~that is secured~~ This so-called "hanging paragraph" applies to (1) debt incurred within 910 days of filing for bankruptcy that is secured by a purchase money security interest in a motor vehicle acquired for personal use of the Debtor, and (2) ~~any~~ any debt incurred within one year of filing for bankruptcy that is secured by a security interest in any other collateral.

vii. Surrendered Collateral. The Debtor will surrender the collateral listed below to the respective lienholder as listed below. To surrender collateral only means that the lienholder will be entitled to exercise its lien rights against the collateral under nonbankruptcy law. Any allowed unsecured claim of the lienholder will be treated as specified in Section 4(C), below. Unless the Court orders otherwise, the lienholder may amend a timely filed proof of claim to assert a claim for an unsecured deficiency claim remaining after enforcement of its lien as follows: (a) an amended proof of claim asserting an unsecured deficiency claim for a claim for which the collateral was **real property** shall be filed within _____ days (no less than 180 days after entry of the confirmation order); (b) an amended proof of claim asserting an unsecured deficiency claim for a claim for which the collateral was **personal property** (that is, anything other than real estate) shall be filed within _____ days (no less than 60 days after entry of the confirmation order). Upon Plan confirmation, the automatic stay and co-debtor stay of 11 U.S.C. §§ 362(a) and 1301 terminate, if not terminated earlier, as to enforcement of the lienholder’s lien against the collateral listed:

- None, or*
- Claims Listed Below:*

Lienholder Collateral

viii. Secured Claims (Including Any Unsecured Portion Thereof) That Are to be Paid Outside of the Plan. The Debtor will pay directly outside of the Plan all secured claims that are listed below, including any unsecured portion of such claims, and such claims (including both the secured and unsecured portions of such claims) are deemed not provided for by the Plan. Any such claim will not be discharged and the holder of the claim shall retain its lien (or right of setoff) after completion of the ~~P~~lan and entry of any discharge.

- None, or*
- Claims Listed Below:*

Lienholder Collateral

ix. Trustee’s Adjustment of Payments. If the Trustee is holding more funds than those needed to make the payments under the Plan for any month, the Trustee may pay amounts larger than those listed in Sections 4(B)(iii), 4(B)(iv), ~~and,~~ and 4(B)(vi) -pro rata.

C. Unsecured Claims Not Entitled to Priority.

Such claims (except those that are to be paid directly by the Debtor pursuant to another provision of this Plan) will be paid by the Trustee as follows (mark one box only):

Pro Rata 100% 100% Plus ____% Post-Confirmation Interest³

If there is more than one class of unsecured claims, list each class and how it is to be treated:

<u>Class of Unsecured Claims</u>	<u>Treatment</u>
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5. RETENTION OF LIENS.

Holders of allowed secured claims provided for by the Plan under Section 4 shall retain their liens until the earliest of when:

- (a) the underlying debt, determined under nonbankruptcy law, is paid;
- (b) the Debtor is granted a discharge pursuant to 11 U.S.C. § 1328; or
- (c) the Trustee files a notice of Plan completion.

If the case is dismissed or converted without completion of the Plan, liens shall be retained by the holders to the extent recognized under applicable nonbankruptcy law.

6. DETERMINATION OF AN ALLOWED SECURED CLAIM UNDER 11 U.S.C. § 506 AND AVOIDANCE OF LIENS 11 U.S.C. § 522(f)

The Debtor must make sure to list (1) the Debtor’s estimate of the value of the collateral for a secured claim that will be paid through the Plan plus (2) any post-confirmation interest to be paid. A proof of claim must be filed before the Trustee makes payments on the secured claim and an untimely proof of claim may be disallowed. Any undersecured portion of such a claim shall be treated as unsecured.

A. Avoid a Lien (or Portion Thereof) Based on Valuation Under 11 U.S.C. § 506 by Separate Motion or Objection to Claim.

None, or
 Claims Listed Below will receive full payment of the value of the collateral, with the specified post-confirmation interest, based on a value set by the Court pursuant to a separate motion,

³ When the Debtor is not contributing all net disposable income to the Plan, the Trustee or a creditor may request present value interest at the rate of interest pursuant to *In Re Till*, 541 U.S. 465 (2004). In addition, if unsecured claims would be paid in full in chapter 7, post-confirmation present value interest is required.

objection to claim, or adversary proceeding. ~~The Debtor's~~The Debtor's estimate of value (and estimate of the required monthly payments) shall not be controlling.⁴

<u>Lienholder</u>	<u>Collateral</u>	<u>Estimated Value</u>	<u>Post-Confirmation Interest Rate</u> % per annum	<u>Estimated Monthly Payment</u>	<u>No. of. Months</u>
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B. Value a Claim or Avoid a Lien (That Impairs an Exemption) Under 11 U.S.C. § 522(f)⁵ by Separate Motion or an Adversary Proceeding.

None, or

Claims Listed Below will receive the following treatment based on a determination of the extent to which the lien may be avoided under 11 U.S.C. § 522(f), a determination to be made by the Court pursuant to a separate motion or adversary proceeding. The Debtor's estimate of the allowed secured claim (and estimate of required monthly payments) shall not be controlling.⁶

<u>Lienholder</u>	<u>Collateral</u>	<u>Estimated Allowed Secured Claim</u>	<u>Post-Confirmation Interest Rate</u> % per annum	<u>Estimated Monthly Payment</u>	<u>No. of. Months</u>
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7. APPLICATION OF PAYMENTS ON ACCOUNT OF SECURED CLAIMS.

Payments made by the Chapter 13 Trustee on account of arrearages on prepetition secured claims may be applied only to the portion of the claim pertaining to prepetition arrears, so that upon completion of all payments under the Plan, the loan will be deemed current through the petition date.

⁴ If the Debtor believes that the lien will be avoided in its entirety, the Debtor should list the estimated value as zero (\$0).

⁵ Under 11 U.S.C. § 522(f) the Debtor may avoid a lien to the extent it impairs an exemption if the lien is a judicial lien or a nonpossessory, non-purchase money security interest in certain property.

⁶ If the Debtor believes that the entirety of the lien will be avoided, the Debtor should list the estimated allowed secured claim as zero (\$0).

8. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

The following executory contracts and/or unexpired leases are rejected.

- None, or*
- Claims Listed Below*

<u>Lessor or</u>	<u>Subject of</u>	
<u>Contract Holder</u>	<u>Lease or Contract</u>	-

Any claim for rejection damages pursuant to a rejection effected by this Plan must be filed within 60 days from entry of the order confirming this Plan.

Preservation of Certain Leases and Executory Contracts. Any unexpired lease of residential real property or executory contract, neither assumed nor rejected in the Plan, shall be unaffected by the bankruptcy case and will not be discharged. Unexpired leases of nonresidential real property under which the Debtor is the lessee and unexpired leases of personal property under which the Debtor is the lessee are not subject to this treatment.⁷ If the Debtor wishes to assume the lease, that must be addressed under Section 9 of the Plan.

Treatment of Assumed Unexpired Leases and Executory Contracts. If an unexpired lease or an executory contract is assumed pursuant to Section 9, and unless Section 9 provides otherwise: (1) any prepetition arrears will be treated as an administrative claim, and the other party to the executory contract and/or unexpired lease may file a timely proof of claim for the amounts owed as of the petition date, and (2) any amounts coming due postpetition shall be paid by the Debtor directly and will not be discharged.

9. NON-STANDARD PROVISIONS.

Any non-standard provision placed elsewhere in the Plan is void. Any and all non-standard provisions are:

- None, or*
- Claims Listed Below*

Non-Standard Plan Provisions

10. REVESTING PROPERTY OF THE ESTATE.

Title to the Debtor’s property shall revert in the Debtor when:

⁷ See 11 U.S.C. § 365(d)(4) ~~and §~~ and § 365(p)(3). However, the debtor and the lessor may agree to the lease continuing in effect despite any rejection pursuant to these provisions.

- (a) the Debtor is granted a discharge pursuant to 11 U.S.C. § 1328;
- (b) the Trustee files a notice of Plan completion if by reason of 11 U.S.C. § 1328(f) the Debtor cannot receive a discharge; or
- (c) the case is dismissed.

11. SIGNATURES.

The Debtor’s signature below certifies that the Plan provisions above are all the terms proposed by the Debtor, and the Debtor has read all the terms ~~and understands them~~. The signature below of the Debtor and Debtor’s Counsel, if any, also certifies that the Plan contains no non-standard provision other than those stated in Section 9 above.

Date: _____

Debtor

Attorney for Debtor(s)

Joint Debtor

CERTIFICATE OF SERVICE

I hereby certify that the foregoing plan was mailed to the parties listed below and to all creditors as listed on the mailing matrix in this case on the date of the plan, _____, 20__.

Nancy Spencer Grigsby, Chapter 13 Trustee, 185 Admiral Cochrane Drive #240, Annapolis, MD 21401
 IRS Centralized Insolvency, POB 7346, Philadelphia, PA 19101-7346 & IRS Chief Counsel, 455 Mass. Ave. NW, #500, WDC 20001
 DC Tax & Revenue, 1101 4th St. SW, 6th FL, WDC 20024 & Attorney General for DC, 441 4th St. NW, WDC 20001-2714
 US Attorney, DC Civil Division Financial Litigation, 555 4th St. NW, WDC 20530
 Child Support Services Division, Office of Attorney General, 441 4th St. NW, 5th FL, WDC 20001

Name of Signer: