

PROPOSED REVISIONS TO LOCAL BANKRUPTCY RULES AND FORMS

September 20, 2018

This document contains proposed revisions to the December 1, 2017, version of the Local Bankruptcy Rules for the District of Oregon and proposed revisions to various Local Bankruptcy Forms. Most of the proposed revisions were recommended to the court by the Oregon State Bar Debtor-Creditor Section Local Bankruptcy Rules and Forms Committee. Comments intended to explain the proposals follow each proposed change.

Text proposed to be added is double-underlined, and text proposed language to be deleted is ~~struck through~~.

Please [click here](#) to submit comments concerning the proposed revisions or e-mail comments to LBRcomments@orb.uscourts.gov. Any comments must be received on or before **October 21, 2018** to be considered. After reviewing any comments, the Court will post the final revised rules and forms which will take effect on December 1, 2018, unless otherwise noted.

PROPOSED LOCAL BANKRUPTCY RULES REVISIONS	2
Rule 1001-1. Local Rules—Title, Numbering Sequence, Scope, & Effective Date.....	2
Rule 1006-1. Fees—General.....	2
Rule 1016-1. Death of a Debtor or Party.	2
Rule 1017-2. Dismissal—Case.	3
Rule 2002-1. Notices to Creditors and Other Interested Parties	3
Rule 2016-1. Compensation for Services Rendered & Reimbursement of Expenses.....	4
Rule 4003-2. Lien Avoidance Under §§506(d)/1322 or 522(f)	4
Rule 5077-1. Transcript	5
Rule 7005-1. Service & Certificate of Service.....	5
Rule 7056-1. Summary Judgment.....	6
Rule 7067-1. Registry Fund.....	7
Rule 9011-4. Signatures.....	7
Rule 9013-1. Motion Practice—Contested Matters	8
Rule 9019-1. Settlement & Compromise	9
PROPOSED LOCAL BANKRUPTCY FORM (LBF) REVISIONS.....	11
LBF 720.90. Order re: Relief from Stay	11
LBF 721.3. Procedures Re Motions to Extend/Impose 11 USC §362 Automatic Stay Pursuant to §362(c) or §362(n)	12
LBF 1300.17. Chapter 13 Plan	12
LBF 1355.10. Notice of Post-Confirmation Amendment of Plan.....	12

PROPOSED LOCAL BANKRUPTCY RULES REVISIONS

Rule 1001-1. Local Rules—Title, Numbering Sequence, Scope, & Effective Date.

[...]

~~(e) — **Practice Tips.** Practice tips pertaining to these LBRs were prepared by the Oregon State Bar Debtor-Creditor Section Local Bankruptcy Rules and Forms Committee. The tips are the views of the committee and are provided as supplemental information and context for the LBRs. But the tips are not themselves LBRs or necessarily the views of the judges, and users should consult relevant statutes, rules, and case law. Practice tips are found at www.osbdc.org.~~

Comment: Practice tips have not developed or been used as originally anticipated by the Local Rules and Forms committee. Likewise, the committee has not had reason/opportunity to add to the practice tips as anticipated and, as a result, has not maintained the existing practice tips. The practice tips will be removed from the section website.

Rule 1006-1. Fees—General.

[...]

(c) **Dishonored Check.** If a check or draft is returned for nonsufficient funds or another valid reason ~~by the drawee~~, the clerk ~~must~~ may thereafter require that ~~accept~~ fee payments on behalf of a party ~~from the drawer only in~~ be made in a the form other than personal check ~~of cash, cashier's check, or money order.~~

Comment: The clerk's office does not record the name of the drawer of an NSF check to enforce this requirement. For example, if a debtor's installment fee payment made by check is returned, but the check was written by the debtor's mother, the clerk does not (and does not wish to) make a record that the mother may not tender personal checks, but the debtor may. Additionally, the clerk's office accepts NSF fees via debit card and credit card, warranting removal the restriction to "cash, cashier's check, or money order".

Rule 1016-1. Death of a Debtor or Party.

(a) In the event of the death of an individual debtor or party in an open case, a joint debtor or counsel for the decedent must file a notice of the death as soon as practicable, and include a redacted copy of the death certificate, if available. Any party in interest, including the personal representative of the decedent's estate, may file a notice of death. In a case under

chapter 11, 12, or 13, the decedent’s case will be dismissed unless within 21 days after the filing of the notice an interested party files a motion to continue the case, supported by a declaration, seeking appropriate findings under FRBP 1016 and any appropriate waiver of other requirements applicable to the decedent, including to file (1) the domestic-support-obligation certificate required by § 1328(a) and (2) proof of completion of the financial-management course required by § 1328(g).

Comment: Adds a requirement to address the inquiry mandated by FRBP 1016 and other issues, for example the financial management course for individual debtors.

Rule 1017-2. Dismissal—Case.

[...]

(b) Motion to Dismiss by Debtor in Chapter 12 or 13 Case.

(1) If a chapter 12 case has not been converted from chapter 7 or 11, or if a chapter 13 case has not previously been converted from chapter 7, 11, or 12, the motion will ordinarily be granted without notice unless an objection is filed within seven days after the filing of the motion.

(2) A debtor moving under (1) above may request expedited relief. If the debtor represents in the motion that the trustee consents to dismissal, the case will ordinarily be dismissed promptly after the filing of the motion.

(b)(c) Chapter 7 or 13—Motion to Vacate Dismissal. A debtor’s The motion must be filed on LBF 1367.92 and signed by the debtor.

Comment: The court has re-examined its dismissal procedures. For motions to dismiss filed by debtors under §1208 and §1307, the court will normally wait 7 days to dismiss to allow for the filing of “bad faith” objections under relevant case law. However, the court will dismiss immediately if the trustee consents.

Rule 2002-1. Notices to Creditors and Other Interested Parties.

[...]

(b)(2) Proposed Use, Sale, Lease, or Abandonment of Property. The following information, if applicable, must be inserted in a notice served under (1):

[...]

(H) The treatment of any liens secured by the property (e.g., full payoff at closing, short payoff conditioned on creditor’s consent, or lien avoided by prior order).

Comment: For a sale of property, the notice of sale should include information regarding the intended treatment of liens secured against that property. In particular, inclusion of the treatment of secured liens in the notice is intended to avoid the perceived need for the “non-objection objection” of lienholders seeking assurance that the proposed sale is not free and clear of its lien.

Rule 2016-1. Compensation for Services Rendered & Reimbursement of Expenses.

[...]

(e) Chapter 13 Debtor’s Attorney.

(1) General. A disclosure of compensation, ~~and~~ any employment agreement, and **an** initial application for compensation, must be filed on LBF 1305 no later than 14 days after the first date set for the meeting of creditors. Any amended disclosure must be filed on LBF 1305 no later than 7 days before the confirmation hearing.

(2) Postconfirmation Supplemental Compensation Application. If permitted under ~~the applicable provisions of~~ the LBF 1305 filed in the case, the application must be filed on LBF 1307 no later than 28 days after service of the trustee’s notice of plan completion. The presumptively reasonable compensation for preparation of each LBF 1307 is \$100.

Comment: Local practice has been to enforce a \$35 “usual and customary fee” for preparation of Chapter 13 fee itemizations. The Supreme Court has recognized that attorneys are entitled to compensation for preparation of fee applications. *Baker Botts L.L.P. v. ASARCO LLC*, 576 U.S. ___, slip op. at 9–10 (2015). The EOUST guidelines reach the same result: “[r]easonable charges for preparing . . . fee applications . . . are compensable . . . because the preparation of a fee application is not required for lawyers practicing in areas other than bankruptcy as a condition to getting paid.” *Id.* at 10 (quoting 78 Fed. Reg. 36250 (2013) (emphasis deleted). Just as the court has periodically reviewed the reasonableness of the presumptively reasonable fee for representation, an increase in the presumptively reasonable fee for fee itemization is now appropriate.

Rule 4003-2. Lien Avoidance Under §§506(d)/1322 or 522(f).

[...]

- (b) If not addressed made as part of a chapter 12 or 13 plan, a motion to avoid a lien under §522(f), and any objection, must be filed under ~~LBF 717.15~~. LBFs 717 and 717.05. Any default order arising from such a motion must be lodged under LBF 717.07.

Comment: The rule currently references LBF 717.15, which is an instructional form for lien avoidance motions in general. Other rules (e.g., 4003-2(a)) cite the local form for the notice of motion, motion, and order required by the court. Thus, LBR 4003-2(b) should follow the same pattern.

Rule 5077-1. Transcript.

[...]

(b) **Requests for Transcripts and Audio Files of Court Hearings.**

(1) **Transcript.** A request for a transcript of a hearing electronically recorded by court personnel must be made by submitting a transcript order directly to an approved transcriptionist listed on the court's website according to the instructions on LBF 335 (Hearing Transcript Order Form or LBF 335.5 (Hearing CD Order Form)). A request for a transcript of a hearing recorded by a court reporter must be made by contacting the court reporter.

(c) **Transcripts Offered into Evidence.** A party offering into evidence a transcript, other than for impeachment, must produce the transcript to opposing parties at least 14 days before the hearing. A transcript offered into evidence must not have been prepared by an individual who is a party or any party's relative, employee, or attorney; who is related to or employed by any party's attorney; or who is financially interested in the matter.

Comment: The court proposes to retire LBF 335 and place the instructions for ordering a hearing transcript in (b)(1) of this rule as well as on the court's website. The amendment to (c) is intended to address preparation of a transcript from a non-court proceeding such as a deposition, Rule 2004 examination, and meeting of creditors. The court does not seek to constrain parties to use of a court-approved transcriptionist, but rather to ensure the non-involvement of the transcriptionist.

Rule 7005-1. Service & Certificate of Service.

[...]

(b) **Certificate of Service.**

(1) **General.** A certificate of service must be incorporated in, attached to, or accompany, each filed document or group of documents when service of the

document or documents using paper is required. If a period of time in which a response will be timely begins to run on the service date, the certificate of service itself must be served with the document to which it refers unless the service date is clearly set out in the document. ~~A paper copy of a filed document must be served on all Non-ECF Participants entitled to notice or service.~~

- (2) **Content.** ~~Unless the document is an LBF or official form which includes a certificate, a~~ A certificate of service for a document served using paper described in (1) must include a clearly identified list of the names, addresses, and methods for service on all parties served using paper. ~~Any certificate of service on an LBF or official form must be fully completed.~~

Comment: The method and extent of service should be included in the certificate of service; in many cases, service on all creditors is indicated, but without a demonstration of the list of names, address, and methods. The elimination of the “paper copy” language is intended to support and allow the practice of having certain attachments (such as the matrix) referenced and only attached to the court-filed document. The list should be included for all documents, including LBFs and official forms. The requirement that forms be fully completed is eliminated as redundant.

Rule 7056-1. Summary Judgment.

(a) **Motion.**

(1) **Required Supporting Documents.** A motion must be accompanied by the following two, separately filed, documents:

- (A) ~~A supporting~~ brief addressing applicable law and explaining why there exist no genuine issues of material fact to be tried.
- (B) ~~A separately filed~~ concise statement articulating only the undisputed relevant material facts essential for the court to decide the motion that is prepared under (c).

[...]

(c) **Concise Statement.**

(1) Each fact must be stated in a separately numbered paragraph. A party must cite to a particular affidavit, deposition, or other document (~~including page and line number references~~) supporting the party’s statement, or denial of the material fact; citations should be made with particularity (e.g., to page and line numbers or paragraph numbers).

Comment: Updates LBR 7056-1 to reflect current practice of numbered paragraphs and reference to those numbered paragraphs rather than “page/line” citations (consistent with LBR 9004-1(a)(2) making line numbers optional) and to add emphasis on the purpose of the rule: that citations/references should be made with particularity. The words “supporting” and “separately filed” are deleted as redundant or unnecessary.

Rule 7067-1. Registry Fund.

(a) Procedure for Deposit into Court’s Registry Fund.

(1) Motion. A motion must include the following: (A) the amount of money to be deposited, (B) the name and address of each entity that may have a claim to the money, and (C) the name and address of any attorney for such entity.

~~(A) The amount of money to be deposited and the estimated length of time that the money will remain in the court.~~

~~(B) The name and address of each entity that may have a claim against the money, and of the attorney for any claimant.~~

Comment: CRIS (the Court Registry Investment System) does not require an estimation of the length of time that the money will remain in the court, as did the court’s prior investment system.

Rule 9011-4. Signatures.

[...]

(b) Document Filed Electronically. A document filed electronically must contain, in each location a signature is required, the electronic signature of the filer and of any other signer of the document as follows: “/s/ (Name).” ~~By affixing the “/s/ (Name)” of another signer to an electronically filed petition or other document described in [FRBP 1008](#), the filing ECF Participant certifies under [FRBP 9011](#) that, when filing the document, the filer possesses a counterpart of the document bearing an original signature for each signer. However with respect to the signature of another signer on other documents, including an affidavit or a sworn verification or an unsworn declaration other than with respect to a document described in [FRBP 1008](#), the filer need not possess the ink signature of the signer, but must at least possess an image of the ink signature such as a photocopy, fax, or scanned image, or an electronic signature. A document may be signed in counterparts.~~

(c) Electronic Signature Requirements.

(1) For an electronically filed petition or other document described in FRBP 1008, by affixing the “/s/ (Name)” of another signer, to an electronically filed petition or other document described in FRBP 1008, the filing ECF Participant certifies under FRBP 9011 that, when filing the document, the filer possesses a counterpart of the document bearing an original signature for each signer.

(2) For an affidavit, a sworn verification, or unsworn declaration (other than with respect to a document described in FRBP 1008), by affixing the “/s/ (Name)” of another signer, the filing ECF Participant certifies that the filer possesses ~~However with respect to the signature of another signer on other documents, including an affidavit or a sworn verification or an unsworn declaration other than with respect to a document described in FRBP 1008, the filing ECF Participant certifies that~~ the filer ~~need not possess~~ possesses ~~the ink signature of the signer, but must at least possess an image of the ink signature (such as a photocopy, fax, or scanned image), or an electronic signature.~~

(3) For all documents not described above, by affixing the “/s/ (Name)” of another signer, the filing ECF Participant certifies that, when filing the document, the filer possesses the ink signature of the signer, an image of the ink signature, an electronic signature, or a writing (including electronic communication) from the other signer authorizing the filer to affix the “/s/ (Name)” of the other signer. A document may be signed in counterparts.

Comment: Revises signature requirements separating the form of signature on electronically filed documents and breaking out the requirements for affixing that form of signature. Creates three categories of documents: (1) FRBP 1008 documents which require that the filer possess the original, ink signature (no change in practice), (2) affidavits, verifications, and declarations which require the filer possess either an ink signature or an image of that signature (no change in practice), and (3) all other documents (e.g., notices, pleadings, and proposed orders) which require an ink signature, an image, or another form of authorization to affix the signature. This is designed to accommodate existing and emerging state and district court practice where practitioners can authorize affixing their signature by email. For example, under the current rules, a stipulated order “Approval as to Form” signature requires opposing counsel to provide either an ink signature or the image of that signature; under the proposed rules, that same practitioner can simply respond to the email stating “Approved; you can add my signature.”

Rule 9013-1. Motion Practice—Contested Matters.

[...]

(b) ~~Service/Notice~~ **Service and Service of Motion.** ~~LBRs 2002-1 and 7005-1 apply. A notice of motion will be required only when specified under an LBR.~~

(1) Service. LBRs 2002-1 and 7005-1 apply.

(2) Notice of Motion. ~~A notice of motion will be required only when specified under an LBR.~~ Each motion must be accompanied by or combined with a notice of motion unless (A) the motion is filed using an LBF, (B) another LBR directs otherwise, or (C) the motion seeks *ex parte* relief (e.g., a motion for extension of time). The notice must precede the substantive motion and must be in substantially the following form:

Notice. Unless you file an objection to this motion no later than [insert number of days in response period, excluding any additional time provided by FRBP 9006] days after the service date setting forth the specific grounds for the objection and your relation to the case with the clerk of court at [insert the address for the office in Portland or Eugene, whichever is administering the case] and serve it on [insert name, address and phone number of movant], the court may grant the motion without further notice or hearing. Any hearing on the motion will be separately noticed.

Comment: Because the FRBPs do not provide a uniform response period for contested motions, our LBRs provide a 14-day response period (unless an FRBP, LBR, order, or notice of a motion or application sets a different deadline). LBFs generally include information regarding the applicable response period, but regular motions do not include this information and may not include any information regarding the applicable response time or methodology. Exclusions include circumstances where another LBR or LBF would control and motions seeking *ex parte* relief (such as motions for extension of time).

Rule 9019-1. Settlement & Compromise.

(a) **Settlement Conference.** ~~A judge may order or a party may request a conference at any time.~~

(1) A judge may order or a party may request a conference at any time.

(2) LR 16-4(e)(2), (f)(3)-(5), (g), (i), and (k) apply to cases or proceedings. References in LR 16-4(f) to a “mediator” include a judge conducting a settlement conference.

Comment: Because LBR 9029-3 limits application of the district court’s local rules unless specifically referenced, the above-listed local rules are appropriate for incorporation by reference, and incorporation is not anticipated to result in changes to current practice or the expectations of participations in mediations. LR 16-4(e)2. recognizes the court’s current practice of facilitating, and in some cases ordering, settlement conferences before other judges of the court. LR 16-4(f)3. confirms that judges conducting settlement conferences have judicial immunity. LR 16-4(f)4. confirms authority of a settlement judge to require the parties to provide information and to schedule a preliminary conference to be attended by the parties and their lawyers. LR 16-4(f)5. prescribes settlement-conference procedures not materially different from

those currently used in judicial settlement conferences, including the requirement that a person with complete settlement authority for a party (other than the United States) attend the settlement conference in person. LR 16-4(g) confirms the imposition of the mediation privilege and the requirements for a binding settlement. LR 16-4(i) clarifies that, unless the presiding judge has stayed the litigation, the settlement conference does not operate as a stay. LR 16-4(k) confirms that a settlement judge must not be one who, if presiding over the litigation, would be required by 28 U.S.C. § 455 to recuse him or herself. The committee expects to consider in subsequent years whether further revisions to this LBR are necessary or appropriate in view of 28 U.S.C. § 651-53 and whether other portions of LR 16-4 should be made applicable to bankruptcy cases and proceedings.

PROPOSED LOCAL BANKRUPTCY FORM (LBF) REVISIONS

LBF 720.90. Order re: Relief from Stay.

[...]

Creditor certifies that any default notice required by ~~pt.~~ paragraph 5 of the Order re: Relief from Stay entered on _____ was ~~served~~ mailed, and that debtor has failed to comply with the conditions of that order. The dates and amounts of missed cure payments and the date of Creditor's notice of default are as follows:

[...]

IT IS ORDERED that, except as provided in ~~pt.~~ paragraph 4 below, the stay existing pursuant to 11 USC §362(a) shall remain in effect as to the property described below (hereinafter “the property”):

[...]

4. Stay Relief and Codebtor Stay Relief without Cure Opportunity.

[...]

i. [Chapters 12 and 13 only] All payments to creditor pursuant to the plan on account of creditor's secured claim (claim no. _____) against the property must cease, and the creditor's claims secured by the property will no longer be treated by the plan. Debtors and creditor have agreed to this modification of the plan, and formal notice of this plan modification is not required because there is no negative effect on any nonconsenting creditor; the undersigned certifies receipt of written confirmation that debtors have no objection to this paragraph.

Comments: To provide the court and chapter 12/13 trustee with updated information regarding defaults on secured payments, the “default” certification is expanded to direct creditor to provide information regarding the extent of the default. It is anticipated that creditors will either make a simple statement (e.g., failed to make payments for 4/18 through 6/18 totaling \$7,875; notice sent 7/11/18) or reference the default letter sent to the debtor (e.g., See attached Exhibit A with the letter attached as an exhibit). Additional changes to eliminate “pt.” and replace it with “paragraph” throughout.

Separately, once relief is granted (and the property foreclosed), the creditor may continue to receive payments from the chapter 12/13 trustee; absent modification, the plan obligates the trustee to make disbursements. Consistent with National Plan Form's default position, relief from the stay terminates these payments; in a unique case, the court can order otherwise, but this treatment seems most appropriate under the circumstances. Because this change would represent

a modification of the plan, it requires the consent of the debtors; it is anticipated that this would be done through the usual circulation required before lodging an order. This provision could not be used absent consent of both the creditor and the debtors.

LBF 721.3. Procedures Re Motions to Extend/Impose 11 USC §362 Automatic Stay Pursuant to §362(c) or §362(n).

1. Timing re Motions to Extend/Impose Automatic Stay Pursuant to §362(c) ~~or §362(n)~~:
 - a. Motion to Extend. A motion to extend the automatic stay pursuant to §362(c)(3) must be filed ~~within~~ no later than seven (7) days after the order for relief, with a hearing to be held within 30 days from the petition date.
 - b. Motion to Impose. A motion to impose the stay pursuant to §362(c)(4) ~~or §362(n)(2)~~ must be filed ~~within thirty (30)~~ no later than 30 days after the order for relief.

Comment: Form revised to remove timing reference regarding 11 U.S.C. § 362(n), because there is no such timing reference there. Beyond overall stylistic changes, paragraph 1.a is revised to clarify when a hearing under 11 U.S.C. § 362(c)(3) must be held.

LBF 1300.17. Chapter 13 Plan.

LBF revised; proposed revised form (clean and redline versions) can be found below.

Comment: Several technical and grammatical changes to the chapter 13 plan have been made. The phrase “and these claims must be paid in full” is added to paragraphs 4(d), 4(e), and 4(f) because section 1322(a)(2) requires, in most cases, that a plan provide for the full payment of priority claims. Paragraph 4(j) is modified to except claimants whose claims are specifically treated in paragraph 4 from automatic disallowance of untimely filed claims.

LBF 1355.10. Notice of Post-Confirmation Amendment of Plan.

[...]

2. The confirmed plan, ~~dated _____,~~ (docket # _____) ~~shall~~ will remain in full force and effect unless the amended plan becomes the plan.

Comment: Updates LBF 1355.10 to parallel the docket number reference to LBF 1300.17 in LBF 1350.17.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re _____)
) Case No. _____
)
)
)
)
 Debtor(s) _____)
) **CHAPTER 13 PLAN DATED** _____

NOTICE: Your rights may be affected: all parties (including debtor and creditors) are bound to the terms of a confirmed plan. Creditors' claims may be modified or eliminated. The plan imposes obligations and duties on the debtor and other parties. You should read these papers carefully and discuss them with your attorney. If you do not have one, you may wish to consult one.

If you oppose the plan treatment of your claim or any provision of this chapter 13 plan, you must file an objection. **Failure of a creditor to file a written objection to this plan will constitute acceptance of the plan, and the bankruptcy court may confirm the plan without further notice.** Objections must be filed within 14 days after the conclusion of the meeting of creditors, unless otherwise ordered by the court; for an amended plan, the deadline is in the attached notice of amendment. If there are any additional plan provisions or provisions that alter the language of paragraphs 1–14, they must be in paragraphs 15+ below.

1. **Plan Motions.** This plan includes the following items (and does not include items not selected):

Includes:	
	Motion to Value Collateral: A limit on the amount of a secured claim, set out in paragraphs 4(b)(1) and (2), which may result in a partial payment or no payment at all to the secured creditor.
	Motion for Relief: Termination of the automatic stay with respect to surrendered property, set out in paragraph 4(b)(4), or property subject to a rejected contract or lease, set out in paragraph 5.
	Motion to Avoid Liens: Avoidance of a judicial lien or nonpossessory, non-purchase-money security interest, set out in paragraph 6.
	Nonstandard Provisions: Nonstandard provisions, set out starting in paragraph 15.

2. **Applicable Commitment Period.** The applicable commitment period of this plan is 36 or 60 months. Debtor must make plan payments for that period unless debtor first pays 100% of all allowed claims with appropriate interest. If that period is 36 months, the plan payments may continue for a longer period, not to exceed 60 months, as necessary to complete required payments to creditors. The approximate length of the plan is _____ months; cause to extend longer than 36 months is as follows: _____

3. **Payments to the Trustee.** Debtor must pay to the trustee:

- (a) a monthly payment of \$ _____;
- (b) all non-exempt proceeds from avoided transfers, including those from transfers avoided by the trustee;
- (c) upon receipt, net tax refunds attributable to the following tax years: _____; net tax refunds are those tax refunds not otherwise provided for in the plan, less tax paid by debtor for a deficiency shown on any tax return for that same tax year or tax paid by setoff by a tax agency for a postpetition tax year.

(d) a lump sum payment of \$ _____ on or before _____ (date); and
 (e) _____.

4. **Trustee Disbursements and Treatment of Claims.** The trustee must commence preconfirmation disbursements required by paragraph 4(b)(3); upon confirmation of this plan, the trustee must commence disbursements in accordance with this plan. The trustee must not make any disbursement under this paragraph except on account of an allowed claim or allowed administrative expense. Should the trustee not have sufficient funds in trust to pay fully the disbursements listed below, disbursements of available funds must be made pro rata. The trustee must disburse all funds in the following amounts and order:

- (a) **Trustee’s Fee and Expenses.** First, to the trustee's percentage fee and expenses.
- (b) **Treatment of Secured Claims.** Second, to secured creditors as provided in (1) and (2) below. The terms of debtor’s prepetition agreement with each secured creditor will continue to apply, except as otherwise provided in this plan or in the confirmation order. The value of collateral for secured claims is fixed at the values stated in (1) and (2) only if there is a check in the box “Includes” in paragraph 1 for “Motion to Value Collateral” and the plan is served on the secured creditor as required under FRBP 7004 or the allowed amount of the secured claim is fixed by consent of the secured creditor. Secured creditors’ liens shall be treated in accordance with §1325(a)(5)(B)(i) and must be released when retention ends under that section.

(1) **Cure of Default and Claim Modification.** Debtor must cure the default and maintain the contractual installment payments (as provided in paragraph 7) on a secured claim listed below in the “Estimated Arrearage if Curing” column. The amount listed in that column is an estimate; the creditor’s allowed claim will control. A claim listed in the “Collateral Value if Not Paying in Full” column is an allowed secured claim only to the extent of the value listed, and pursuant to § 506(a), debtor MOVES the court for an order fixing the value of the collateral in the listed amount. The value of the creditor’s interest in the collateral is limited to the amount listed below, and that amount will be paid under the plan with postconfirmation interest at the rate stated below. The holder of a claim listed in the “Estimated Secured Claim if Paying in Full” column will receive the total amount of the claim as set forth in the creditor's proof of claim.

For all creditors provided for under this subparagraph (1), if the creditor’s claim will not be paid in full, the portion of the creditor’s claim that exceeds the amount of the allowed secured claim will be treated as an unsecured claim under paragraph 4(f) (if the claim identifies the priority position of the claim) and 4(g) below.

Creditor	Collateral	Estimated Arrearage if Curing	Collateral Value if Not Paying in Full	Estimated Secured Claim if Paying in Full	Interest Rate	Monthly Plan Payment

Use only one of these columns for each creditor

(2) **Secured Claim Modification Not Expressly Authorized by the Code.** Treatment of secured claims under this subparagraph (2) may include modification of a claim secured by a purchase- money security interest in either (a) a motor vehicle acquired for personal use by the debtor within 910 days before the petition date or (b) any other personal property collateral acquired within 1 year before the petition date. A secured claim treated in this subparagraph is limited to the amount listed in the “Amount of Claim as Modified (Value of Collateral)” column. Debtor MOVES the court for an order fixing the value of the collateral in the amount listed below. **Debtor proposes that the creditors listed accept, either expressly or impliedly, the following treatment, which might not be able to be approved absent consent of creditor. Failure of a creditor to file a written objection to confirmation of this plan before confirmation will constitute acceptance of the plan.**

Creditor	Collateral	Amount of Claim as Modified (Value of Collateral)	Postconfirmation Interest Rate	Monthly Payment

- (3) **Adequate Protection.** Payments must be disbursed by the trustee before confirmation, as adequate protection, from funds on hand with the trustee in the payment amounts specified in the plan for personal-property-secured creditors. Payments by the trustee before confirmation will be deducted from the amount of the allowed secured claim. Unless the concerned creditor is fully secured or over secured under § 506 or § 1325(a)(9), no interest will accrue or may be paid from the petition date to the confirmation date unless otherwise specifically provided for in the payment provisions set forth above.
- (4) **Surrender of Collateral.** Debtor must surrender any collateral not addressed by the terms of this plan no later than the confirmation date to the following (state creditor name followed by description of collateral to be surrendered, and if debtor does not have possession of the collateral, so state):

With respect to the claims secured by the collateral listed in this subparagraph (4), debtor MOVES that the stay of § 362(a) be terminated as to the collateral only and that the stay of § 1301 be terminated.

(c) **Debtor’s Attorney Compensation.** Third, to debtor’s attorney fees of \$ _____ and expenses of \$ _____, of which \$ _____ has been paid, leaving \$ _____ unpaid. Upon application, the court may award not more than \$500 in addition to the above amount without further notice

at the time of confirmation. Debtor's attorney may may not apply for supplemental compensation and expense reimbursement. Attorney will be paid as follows (check only one):

All attorney fees and expenses, including supplemental compensation, will be paid from all available funds after the trustee makes any disbursements under paragraph 4(a) and any fixed monthly payments in paragraph 4(b).

Other: _____

- (d) **Domestic Support.** Fourth, to allowed unsecured domestic support obligations under § 507(a)(1) and these claims must be paid in full.
- (e) **Administrative Expenses.** Fifth, to allowed administrative expenses under §507(a)(2) and these claims must be paid in full.
- (f) **Priority Claims.** Sixth, to allowed priority claims in the order stated in § 507(a)(3)–(10), and these claims must be paid in full.
- (g) **Unsecured Claims.** Seventh, to allowed nonpriority unsecured claims, the amounts required by § 1325(b)(1). [Mark only one].

(1) Creditors will receive approximately _____ % of their claims. Payment of any dividend will depend on the amounts of allowed secured, priority (including costs of administration and the debtor's attorney's fees), and nonpriority unsecured claims.

(2) Creditors will receive a minimum _____ % of their claims.

- (h) **Best Interest of Creditors.** The "best interest of creditors" number is \$_____, and not less than that amount must be distributed to unsecured priority and nonpriority creditors. The amount of allowed priority claims will reduce the amount distributed to allowed unsecured nonpriority creditors.
- (i) **Unsecured Claim Interest.** All allowed unsecured claims will receive interest of _____ % from the time of confirmation.
- (j) **Untimely Claims Disallowed.** Subject to the provisions of § 502(b)(9), untimely claims, other than those by creditors expressly named in paragraph 4, are disallowed without the need for objection.

5. **Executory Contracts and Leases.** The debtor ASSUMES the following executory contracts and leases:

Creditor	Amount of Default [State if None]	Cure Provisions

Executory contracts or leases not specifically listed above are rejected. Any allowed claim arising from rejection will be treated under paragraph 4(g). Debtor will pay all assumed executory contracts and leases directly, including amounts required to cure. Debtor must surrender any property covered by rejected executory contracts or leases to the affected creditor no later than confirmation. Debtor MOVES that the stay of § 362(a) be terminated as to all property covered by rejected executory contracts and leases and that the stay of § 1301 be terminated.

6. **Section 522 Lien Avoidance.** Debtor MOVES, pursuant to § 522(f)(1), to avoid the judicial liens or non-purchase-money security interests of the following creditors because they impair an exemption of the debtor:

The order of confirmation will avoid the liens listed above, and claims of the lienholders will be treated in paragraph 4(g).

7. **Direct Payments.** Debtor must pay directly to each of the following creditors the regular payment that comes due after the petition date (state creditor name followed by collateral description):
8. **Use of Credit.** Debtor may not incur credit or debt obligations during the life of the plan without the trustee's written consent unless made necessary by emergency or incurred in the ordinary course of operating debtor's business.
9. **Debtor Reporting Requirements.** Unless waived by the trustee in writing, debtor must report immediately, upon receipt of notice of the change, to the trustee if actual or projected gross annual income exceeds by more than 10% the gross income projected by debtor in the most recently filed Schedule I. Unless listed in the schedules, debtor must report immediately to the trustee any right of debtor to a distribution or right to distribution of funds or other property, including bonuses and inheritances, worth more than \$2,500.
10. **Postpetition Tax Reporting.** For tax years listed in paragraph 3(c), debtor must timely file all required tax returns and provide copies to the trustee each year immediately upon filing with the taxing authority.
11. **Vesting of Estate Property; Limitations on Postconfirmation Property Use.** Property of the estate will vest in debtor upon confirmation, subject to the terms of this paragraph. Except for regular monthly income, any right of debtor to a distribution of funds or other property exceeding a value of \$2,500 must be held by debtor and not used without the trustee's permission or a court order. Debtor must not buy, sell, use, lease (other than a lease of real property in which the debtor will reside), encumber, or otherwise dispose of any interest in: (a) real property; or (b) personal property worth more than \$10,000 out of the ordinary course of business without notice (given per FRBP 2002 as if the interest were property of the estate) to all creditors and the trustee, with an opportunity for hearing, unless the property is acquired through the use of credit with the trustee's written consent.
12. **Treatment of Trustee Funds on Hand Upon Dismissal or Conversion.** If this case is converted to chapter 7 and the chapter 13 trustee has more than \$2,500 at the time of conversion, the chapter 13 trustee must forward all funds to debtor, in care of debtor's attorney, if any, 10 days after the first scheduled § 341(a) meeting in the chapter 7 case unless the chapter 7 trustee files and serves a written objection pursuant to § 348(f)(2). If the funds in the chapter 13 trustee's possession at conversion are \$2,500 or less, or if this case is dismissed, the chapter 13 trustee must forward all funds to debtor in care of debtor's attorney, if any. This paragraph does not determine the rights of the parties to these funds.
13. **Reservation of Rights and Powers.** Except as expressly set forth in this plan or the confirmation order, neither this plan nor the confirmation order affects any right or power of debtor or the trustee, including debtor's rights under § 1302 and rights of the trustee or any trustee's assignee under 11 USC chapter 5.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re _____)
) Case No. _____
)
)
)
)
 Debtor(s) _____)
) **CHAPTER 13 PLAN DATED** _____

NOTICE: Your rights may be affected: all parties (including debtor and creditors) are bound to the terms of a confirmed plan. Creditors' claims may be modified or eliminated. The plan imposes obligations and duties on the debtor and other parties. You should read these papers carefully and discuss them with your attorney. If you do not have one, you may wish to consult one.

If you oppose the plan treatment of your claim or any provision of this chapter 13 plan, you must file an objection. **Failure of a creditor to file a written objection to this plan will constitute acceptance of the plan, and the bankruptcy court may confirm the plan without further notice.** Objections must be filed within 14 days after the conclusion of the meeting of creditors, unless otherwise ordered by the court; for an amended plan, the deadline is in the attached notice of amendment. If there are any additional plan provisions or provisions that alter the language of paragraphs 1–14, they must be in paragraphs 15+ below.

1. **Plan Motions.** This plan ~~does or does not include~~ includes the following items: (and does not include items not selected):

Includes:	Does Not Include:	
		Motion to Value Collateral: A limit on the amount of a secured claim, set out in paragraphs 4(b)(1) and (2), which may result in a partial payment or no payment at all to the secured creditor.
		Motion for Relief: Termination of the automatic stay with respect to surrendered property, set out in paragraph 4(b)(4), or property subject to a rejected contract or lease, set out in paragraph 5.
		Motion to Avoid Liens: Avoidance of a judicial lien or nonpossessory, non-purchase-money security interest, set out in paragraph 6.
		Nonstandard Provisions: Nonstandard provisions, set out starting in paragraph 15.

2. **Applicable Commitment Period.** The applicable commitment period of this plan is 36 or 60 months.

Debtor must make plan payments for that period unless debtor first pays 100% of all allowed claims with appropriate interest. If that period is 36 months, the plan payments may continue for a longer period, not to exceed 60 months, as necessary to complete required payments to creditors. The approximate length of the plan is _____ months; cause to extend longer than 36 months is as follows: _____

3. **Payments to the Trustee.** Debtor must pay to the trustee:

- (a) a monthly payment of \$ _____;
- (b) all non-exempt proceeds from avoided transfers, including those from transfers avoided by the trustee;
- (c) upon receipt, net tax refunds attributable to the following tax years: _____; net tax refunds are those tax refunds not otherwise _____

provided for in the plan, less tax paid by debtor for a deficiency shown on any tax return for that same tax year or tax paid by setoff by a tax agency for a ~~post-petition~~ postpetition tax year.

(d) a lump sum payment of \$ _____ on or before _____ (date); and

(e) _____.

4. **Trustee Disbursements and Treatment of Claims.** The trustee must commence ~~pre-confirmation~~ preconfirmation disbursements required by paragraph 4(b)(3); upon confirmation of this plan, the trustee must commence disbursements in accordance with this plan. The trustee must not make any disbursement under this paragraph except on account of an allowed claim or allowed administrative expense. Should the trustee not have sufficient funds in trust to pay fully the disbursements listed below, disbursements of available funds must be made pro rata. The trustee must disburse all funds in the following amounts and order:

(a) **Trustee's Fee and Expenses.** First, to the trustee's percentage fee and expenses.

(b) **Treatment of Secured Claims.** Second, to secured creditors as provided in (1) and (2) below. The terms of debtor's prepetition agreement with each secured creditor will continue to apply, except as otherwise provided in this plan or in the confirmation order. The value of collateral for secured claims is fixed at the values stated in (1) and (2) only if there is a check in the box "Includes" in paragraph 1 for "Motion to Value Collateral" and the plan is served on the secured creditor as required under FRBP 7004 or the allowed amount of the secured claim is fixed by consent of the secured creditor. Secured creditors' liens shall be treated in accordance with §1325(a)(5)(B)(i) and must be released when retention ends under that section.

(1) **Cure of Default and Claim Modification.** Debtor must cure the default and maintain the contractual installment payments (as provided in paragraph 7) on a secured claim listed below in the "Estimated Arrearage if Curing" column. The amount listed in that column is an estimate; the creditor's allowed claim will control. A claim listed in the "Collateral Value if Not Paying in Full" column is an allowed secured claim only to the extent of the value listed, and pursuant to § 506(a), debtor MOVES the court for an order fixing the value of the collateral in the listed amount. The value of the creditor's interest in the collateral is limited to the amount listed below, and that amount will be paid under the plan with ~~post-confirmation~~ postconfirmation interest at the rate stated below. The holder of a claim listed in the "Estimated Secured Claim if Paying in Full" column will receive the total amount of the claim as set forth in the creditor's proof of claim.

For all creditors provided for under this subparagraph (1), if the creditor's claim will not be paid in full, the portion of the creditor's claim that exceeds the amount of the allowed secured claim will be treated as an unsecured claim under paragraph 4(f) (if the claim identifies the priority position of the claim) and 4(g) below.

Creditor	Collateral	Estimated Arrearage if Curing	Collateral Value if Not Paying in Full	Estimated Secured Claim if Paying in Full	Interest Rate	Monthly Plan Payment

Use only one of these columns for each creditor

(2) **Secured Claim Modification Not Expressly Authorized by the Code.** Treatment of secured claims under this subparagraph (2) may include modification of a claim secured by a purchase- money security interest in either (a) a motor vehicle acquired for personal use by the debtor within 910 days before the petition date or (b) any other personal property collateral acquired within 1 year before the petition date. A secured claim treated in this subparagraph is limited to the amount listed in the “Amount of Claim as Modified (Value of Collateral)” column. Debtor MOVES the court for an order fixing the value of the collateral in the amount listed below. **Debtor proposes that the creditors listed accept, either expressly or impliedly, the following treatment, which might not be able to be approved absent consent of creditor. Failure of a creditor to file a written objection to confirmation of this plan before confirmation will constitute acceptance of the plan.**

Creditor	Collateral	Amount of Claim as Modified (Value of Collateral)	Postconfirmation Interest Rate	Monthly Payment

- (3) **Adequate Protection.** Payments must be disbursed by the trustee before confirmation, as adequate protection, from funds on hand with the trustee in the payment amounts specified in the plan for personal-property-secured creditors. Payments by the trustee before confirmation will be deducted from the amount of the allowed secured claim. Unless the concerned creditor is fully secured or over secured under § 506 or § 1325(a)(9), no interest will accrue or may be paid from the petition date to the confirmation date unless otherwise specifically provided for in the payment provisions set forth above.
- (4) **Surrender of Collateral.** Debtor must surrender any collateral not addressed by the terms of this plan no later than the confirmation date to the following (state creditor name followed by description of collateral to be surrendered, and if debtor does not have possession of the collateral, so state):

With respect to the claims secured by the collateral listed in this subparagraph (4), debtor MOVES that the stay of § 362(a) be terminated as to the collateral only and that the stay of § 1301 be terminated.

(c) **Debtor's Attorney Compensation.** Third, to debtor's attorney fees of \$ _____ and expenses of \$ _____, of which \$ _____ has been paid, leaving \$ _____ unpaid. Upon application, the court may award not more than \$500 in addition to the above amount without further notice at the time of confirmation. Debtor's attorney may may not apply for supplemental compensation and expense reimbursement. Attorney will be paid as follows (check only one):

All attorney fees and expenses, including supplemental compensation, will be paid from all available funds after the trustee makes any disbursements under paragraph 4(a) and any fixed monthly payments in paragraph 4(b).

Other: _____

(d) **Domestic Support.** Fourth, to allowed unsecured domestic support obligations under § 507(a)(1~~2~~) and these claims must be paid in full.

(e) **Administrative Expenses.** Fifth, to allowed administrative expenses under § 507(a)(2~~3~~) and these claims must be paid in full.

(f) **Priority Claims.** Sixth, to allowed priority claims in the order stated in § 507(a)(3)–(10), ~~including § 1305 claims,~~ and these claims must be paid in full.

(g) **Unsecured Claims.** Seventh, to allowed nonpriority unsecured claims, the amounts required by § 1325(b)(1). [~~mark~~ Mark only one].

(1) Creditors will receive approximately _____ % of their claims. Payment of any dividend will depend on the amounts of allowed secured, priority (including costs of administration and the debtor's attorney~~attorney's~~ fees), and nonpriority unsecured claims.

(2) Creditors will receive a minimum _____ % of their claims.

(h) **Best Interest of Creditors.** The "best interest of creditors" number is \$ _____, and not less than that amount must be distributed to unsecured priority and nonpriority creditors. The amount of allowed priority claims will reduce the amount distributed to allowed unsecured nonpriority creditors.

(i) **Unsecured Claim Interest.** All allowed unsecured claims will receive interest of _____ % from the time of confirmation.

(j) **Untimely Claims Disallowed.** Subject to the provisions of § 502(b)(9), untimely claims, other than those by creditors expressly named in paragraph 4, are disallowed without the need for objection.

5. **Executory Contracts and Leases.** The debtor ASSUMES the following executory contracts and leases:

Creditor	Amount of Default [State if None]	Cure Provisions

Executory contracts or leases not specifically listed above are rejected. Any allowed claim arising from rejection will be treated under paragraph 4(g). Debtor will pay all assumed executory contracts and leases directly, including amounts required to cure. Debtor must surrender any property covered by rejected executory contracts or leases to the affected creditor no later than confirmation. Debtor MOVES that the stay of § 362(a) be terminated as to all property covered by rejected executory contracts and leases and that the stay of § 1301 be terminated.

6. **Section 522 Lien Avoidance.** Debtor MOVES, pursuant to § 522(f)(1), to avoid the judicial liens or non-purchase-money security interests of the following creditors because they impair an exemption of the debtor:

The order of confirmation will avoid the liens listed above, and claims of the lienholders will be treated in paragraph 4(g).

7. **Direct Payments.** Debtor must pay directly to each of the following creditors the regular payment that comes due after the petition date (state creditor name followed by collateral description):
8. **Use of Credit.** Debtor may not incur credit or debt obligations during the life of the plan without the trustee's written consent unless made necessary by emergency or incurred in the ordinary course of operating debtor's business.
9. **Debtor Reporting Requirements.** Unless waived by the trustee in writing, debtor must report immediately, upon receipt of notice of the change, to the trustee if actual or projected gross annual income exceeds by more than 10% the gross income projected by debtor in the most recently filed Schedule I. Unless listed in the schedules, debtor must report immediately to the trustee any right of debtor to a distribution or right to distribution of funds or other property, including bonuses and inheritances, worth more than \$2,500.
10. ~~Post-petition~~**Postpetition Tax Reporting.** For tax years listed in paragraph 3(c), debtor must timely file all required tax returns and provide copies to the trustee each year immediately upon filing with the taxing authority.
11. **Vesting of Estate Property; Limitations on ~~Post-confirmation~~Postconfirmation Property Use.** Property of the estate will vest in debtor upon confirmation, subject to the terms of this paragraph. Except for regular monthly income, any right of debtor to a distribution of funds or other property exceeding a value of \$2,500 must be held by debtor and not used without the trustee's permission or a court order. Debtor must not buy, sell, use, lease (other than a lease of real property in which the debtor will reside), encumber, or otherwise dispose of any interest in: (a) real property; or (b) personal property worth more than \$10,000 out of the ordinary course of business without notice (given per FRBP 2002 as if the interest were property of the estate) to all creditors and the trustee, with an opportunity for hearing, unless the property is acquired through the use of credit with the trustee's written consent.
12. **Treatment of Trustee Funds on Hand Upon Dismissal or Conversion.** If this case is converted to chapter 7 and the chapter 13 trustee has more than \$2,500 at the time of conversion, the chapter 13 trustee must forward all funds to debtor, in care of debtor's attorney, if any, 10 days after the first scheduled § 341(a) meeting in the chapter 7 case unless the chapter 7 trustee files and serves a written objection pursuant to § 348(f)(2). If the funds in the chapter 13 trustee's possession at conversion are \$2,500 or less, or if this case is dismissed, the chapter 13 trustee must forward all funds to debtor in care of debtor's attorney, if any. This paragraph does not determine the rights of the parties to these funds.
13. **Reservation of Rights and Powers.** Except as expressly set forth in this plan or the confirmation order, neither this plan nor the confirmation order affects any right or power of debtor or the trustee, including debtor's rights under § 1302 and rights of the trustee or any trustee's assignee under 11 USC chapter 5.

14. **Additional Nonstandard Provisions.** Any nonstandard provisions are set forth below or on attachments; each provision is numbered, beginning with 15. Debtor and, if applicable, debtor's counsel certify that the plan contains no nonstandard provision other than those set out consistent with this paragraph. Nonstandard provisions set out elsewhere in this plan are ineffective; nonstandard provisions will be effective only if there is a check in the box "Included~~s~~" in paragraph 1.

DEBTOR	DATE	DEBTOR	DATE
--------	------	--------	------

CERTIFICATE OF SERVICE on Creditors/Parties Treated in Paragraphs 4(b)(1) (under the "Collateral Value if Not Paying in Full" column), **4(b)(2)** (under the "Amount of Claim as Modified" column), **5**, and **6** (see FRBP 3012, 4003(d), and 9014, and LBR 6006-1(b)). I certify that copies of this plan and the notice of hearing to confirm this plan were served as follows:

a) For creditors/parties who are not Insured Depository Institutions (served by court) (see FRBP 7004(b)), I either listed the creditors/parties in the mailing list filed with the court exactly as follows, OR, on _____, I served the above-documents by first-class mail to the creditors/parties at the names and addresses exactly as follows (list each creditor/party, the person or entity the creditor/party was served through, and the address):

b) ~~or~~ For Insured Depository Institutions (see FRBP 7004(h)), on _____, I served the above-documents by certified mail, or by other authorized means (specify), at the name and address exactly as follows (list each insured depository institution, the person or entity the institution was served through, and the address):

DEBTOR OR DEBTOR'S ATTORNEY