

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA**

IN RE:

\_\_\_\_\_

Case No. \_\_\_\_\_

\_\_\_\_\_

Chapter 13

SSN: XXX-XX-\_\_\_\_\_

SSN: XXX-XX-\_\_\_\_\_

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

**CHAPTER 13 PLAN**

**Check if this is an Amended Plan**

**1. NOTICES**

**TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.**

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.

If you oppose the plan’s treatment of your claim or any provision of this plan, your attorney or you must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the bankruptcy court. The bankruptcy court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015.

**To file an objection to confirmation.** Objections to confirmation may be filed electronically using the CM/ECF system or by mailing or delivering the objection to the court so that it is received before the deadline described above. The court’s address is U.S. Bankruptcy Court, 201 St. Louis Street, Mobile, Alabama 36602.

**Proofs of claim.** Creditors must file timely proofs of claim to be paid by the chapter 13 trustee pursuant to the plan. Proofs of claim may be filed using the Electronic Proof of Claim (ePOC) program located on the court’s website at [www.alsb.uscourts.gov](http://www.alsb.uscourts.gov). You may also file a proof of claim by mailing or delivering it to the court so that it is received before the claims bar date. The court’s address is U.S. Bankruptcy Court, 201 St. Louis Street, Mobile, Alabama 36602.

Confirmation of this plan does not bar the debtor(s), trustee, or a party in interest from objecting to a claim. Confirmation of this plan does not constitute the allowance or disallowance of the amount of a creditor’s claim, but it does control how the claim will be paid under the plan.

Debtor(s) 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.

1.1	A limit on the amount of a secured claim, set out in § 7.1, 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
1.2	Nonstandard provision, set out in § 13	<input type="checkbox"/> INCLUDED	<input type="checkbox"/> NOT INCLUDED
1.3	Avoidance of security interests or liens	NOT INCLUDED -- requires a separate motion or adversary proceeding in this district	

- You must check included or not included in sections 1.1 and 1.2. If you fail to check one or the other, or the box checked does not agree with the appropriate section of the plan you will be required to file an amended plan.

**2. PAYMENTS AND LENGTH OF PLAN**

For \_\_\_\_\_ months debtor(s) will make regular monthly payments to the trustee as follows:

\$\_\_\_\_\_ per month for \_\_\_\_\_ months

and \$\_\_\_\_\_ per month for \_\_\_\_\_ months. *Insert additional lines if needed.*

Plan payments shall be paid directly to the chapter 13 trustee at the following address: P.O. Box 1779, Memphis, TN 38101-1779. Debtor(s) shall commence plan payments within one month of the petition date. If the debtor(s) are eligible for a 36 month plan but the term set out above is greater, debtor(s) move the court to extend the plan term to the proposed period.

- All step payments must be included in Section 2. It is not required to list them in Section 13 Other Provisions.

**3. PRECONFIRMATION ADEQUATE PROTECTION PAYMENTS TO SECURED CREDITORS**

The trustee shall make the following adequate protection payments to secured creditors prior to the confirmation of this plan pursuant to Bankruptcy Code § 1326(a)(1):

CREDITOR	COLLATERAL DESCRIPTION	AMOUNT OF MONTHLY PAYMENT

The trustee shall commence making such payments to creditors holding allowed secured claims consistent with the trustee’s distribution process and only after the timely filing of a proof of claim by such creditor. Upon confirmation, the treatment of such claims will be governed by Sections 4 and 7.

- You must propose AMP to all secured creditors. This includes creditors listed in Section 7.1 and 7.2. The proposed payment cannot be less than \$5.00.

**4. POST-CONFIRMATION ALTERNATE MONTHLY PAYMENTS TO SECURED CREDITORS**

The trustee shall make the following Alternate Monthly Payments (AMP) beginning on the first distribution after entry of a confirmation order and until the attorney’s fees provided for in Section 5 are paid in accordance with the applicable local rule or administrative order.

CREDITOR	COLLATERAL DESCRIPTION	AMOUNT OF AMP PAYMENT

- You must propose AMP to all secured creditors. This includes creditors listed in Section 7.1 and 7.2. The proposed payment cannot be less than \$5.00.
- Do not include DSO AMP payments here.

**5. ATTORNEY’S FEES FOR DEBTOR(S)’ BANKRUPTCY COUNSEL**

The trustee shall pay the following attorney’s fees pursuant to the applicable local rule or administrative order.

DEBTOR’S COUNSEL	FEE TO BE PAID THROUGH PLAN

- Please include the amount of attorney’s fee to be paid in the plan here.
- Please make sure this amount agrees with the Disclosure of Compensation.

**6. DOMESTIC SUPPORT OBLIGATIONS**

The trustee shall pay the following pre-petition domestic support obligations (DSO) pursuant to Bankruptcy Code § 507(a)(1) unless the claimant agrees or the court orders otherwise. Each DSO creditor shall receive the proposed Alternative Monthly Payments (AMP) along with the payments to secured creditors described in Section 4. Once the attorney’s fees are paid in full, the DSO creditor shall be paid the proposed preference payment along with the payments described in Sections 7 and 8. The debtor(s) shall directly pay all domestic support obligations that become due after the filing of the petition. A DSO creditor must file a proof of claim for any prepetition DSO to be paid by the trustee. Unless otherwise ordered by the court or by express written consent of the creditor, the amount of a claim for prepetition DSO stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below.

DSO CREDITOR	SCHEDULED PREPETITION DSO	AMOUNT OF AMP PAYMENT	PREFERENCE PAYMENT

- If you have more than 1 DSO creditor, please list them separately. If you are proposing to pay less than the full amount owed, you must list the amount to be paid to each individual creditor and provide language in section 13 that any remaining balance shall survive the discharge. For example: *“Debtor proposes to pay \$5,000.00 child support arrears and the remaining balance is to survive the discharge. The unsecured distribution shall not be increased. If additional funds come into case the debtor shall move to increase the distribution to the child support creditor.”*
- If you are proposing to pay less than the full amount you must also have written consent from the creditor.
- The proposed AMP or Preference payment cannot be less than \$5.00.

**7. TREATMENT OF SECURED CLAIMS**

**7.1 Request for valuation of secured claims, payment of secured claims, and modification of undersecured claims**

This section is effective only if the applicable box in section 1.1 of this plan is checked.

Debtor(s) request that the court determine the value(s) of the collateral and the amount(s) of the secured claim(s) listed below. For each listed claim, the amount of the secured claim will be paid in full with interest at the rate stated below.

For each non-governmental secured claim listed below, debtor(s) state that the amount of the secured claim should be the lesser of (a) the amount of the secured claim stated on the creditor’s proof of claim and (b) the amount set out in the column headed “Amount of Secured Claim.” If a non-governmental creditor timely objects to the proposed value of the creditor’s collateral or

the proposed amount of the creditor’s secured claim, the confirmation hearing shall include a valuation hearing pursuant to 11 U.S.C. § 506 and Bankruptcy Rule 3012 unless otherwise ordered. If a non-governmental creditor whose claim is listed below fails to timely object, the creditor shall be deemed to have accepted the amount and treatment of the creditor’s secured claim set forth below.

For secured claims of governmental units, unless otherwise ordered, the amount of a secured claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under section 9 of this plan.

CREDITOR	COLLATERAL DESCRIPTION	AMOUNT OF SECURED CLAIM	INTEREST RATE	§ 1325(a)(5) PLAN PAYMENT

- List secured State and IRS claims here.
- List secured property tax claims here as pro-rata in the 1325 payment.
- List secured “cram-down” creditors here.
- The 1325 payment cannot be less than \$5.00.

**7.2 Secured claims excluded from valuation under Bankruptcy Code § 506**

The claims listed below were either: (a) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or (b) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

The trustee shall pay these claims in full with interest at the rates stated below. Unless otherwise ordered by the court, the amount of a secured claim stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below, but the interest rate is governed by the plan.

CREDITOR	COLLATERAL DESCRIPTION	SCHEDULED AMOUNT OF SECURED CLAIM	INTEREST RATE	§ 1325(a)(5) PLAN PAYMENT

- List 910 vehicle claims here.
- List 365 personal property claims here. Items must be secured by PMSI.
- Do not list any other creditors in this section.
- The 1325 payment cannot be less than \$5.00.

**7.3 Curing defaults and maintaining direct payments on long-term secured debt**

Debtor(s) shall maintain the following monthly payments and pay them directly to creditor. The trustee shall pay allowed claims for arrearages at 100% pro rata through this plan without interest after payments set forth in sections 6, 7.1, and 7.2. A creditor must file a proof of claim for any arrearage amount in order to be paid by the trustee pursuant to the plan. Unless otherwise ordered by the court, the arrearage amount stated on a proof of claim filed in accordance with the Bankruptcy Rules governs over any contrary amount listed below.

CREDITOR	COLLATERAL DESCRIPTION	DIRECT PAYMENT	SCHEDULED ARREARAGE

- List mortgage claims and the arrearage amounts here.
- List secured creditors that extend the life of the plan here.
- Do not list leases here.

**8. PRIORITY CLAIMS (EXCLUDING DOMESTIC SUPPORT OBLIGATIONS)**

The trustee shall pay all priority claims pursuant to § 1322(a)(2) in full, pro rata. Unless otherwise ordered by the court, the claim amount stated on a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below.

CREDITOR	TYPE OF PRIORITY	SCHEDULED AMOUNT

- List all priority tax claims here.
- Do not list DSO here.

**9. NONPRIORITY UNSECURED CLAIMS**

Allowed nonpriority unsecured claims shall be paid through the distribution of all available disposable income at a percentage to be determined at confirmation for the number of months set

forth in Section 2. The confirmation order will specify the percentage, and unsecured creditors will have a supplemental opportunity at that time to object to any preconfirmation plan amendments which affected the treatment of unsecured claims. No interest shall be paid on general unsecured claims.

**10. SURRENDERED PROPERTY**

Debtor(s) propose to surrender the following collateral. Upon confirmation, the automatic stay shall terminate as to the surrendered collateral, the co-debtor stay shall terminate as to any debt listed below, and debtor(s) shall make any surrendered personal property reasonably available to the creditor. Any claim submitted by the creditor will receive no distribution under the plan until the creditor files an amended proof of claim reflecting any deficiency after disposition of the collateral.

CREDITOR	COLLATERAL DESCRIPTION

- If you intend to surrender in full satisfaction you must include the creditor and collateral here as well as include language in Section 13.

**11. EXECUTORY CONTRACTS, INCLUDING UNEXPIRED LEASES OF REAL OR PERSONAL PROPERTY**

Debtor(s) assume or reject the following executory contracts (including any unexpired leases of real or personal property) as set out in the table below.

**Assumed executory contracts.** Debtor(s) shall make directly to the creditor all contractual payments which become due between the petition date and confirmation. Upon confirmation, the executory contract shall be deemed to be assumed. Debtor(s) shall make directly to the creditor all contractual payments which become due after confirmation. Unless otherwise provided in section 13, debtor(s) shall cure any prepetition default by making supplemental equal monthly payments directly to the creditor within the shorter of 6 months from confirmation or the remaining term of the contract.

**Rejected executory contracts.** Upon confirmation, the automatic stay shall terminate as to any property which is the subject of a rejected executory contract, the co-debtor stay shall terminate as to rejected executory contracts, and debtor(s) shall make any personal property which is the subject of a rejected executory contract reasonably available to the creditor. Any claim submitted by a creditor whose executory contract has been rejected will receive no distribution under this plan until the creditor files an amended proof of claim reflecting any deficiency balance remaining following rejection.

CREDITOR	PROPERTY DESCRIPTION	ASSUME	REJECT


- All lease creditors listed on schedule G should be listed here. You must indicate assume or rejected.

**12. OTHER PLAN PROVISIONS**

**12.1 Property of the estate**

Property of the bankruptcy estate shall not re-vest in the debtor(s) until discharge or dismissal of the case. Proceeds from any potential or pending cause of action or other assets not yet liquidated are property of the estate and must be paid to the chapter 13 trustee pending further order of the court.

**12.2 Monthly bills by creditors or lessors being paid directly**

Secured creditors and lessors to be paid directly by the debtor(s) and/or co-debtor(s) may continue to mail customary monthly notices or coupons notwithstanding the automatic stay.

**12.3 Exemption limitations**

The debtor(s)' exemptions in real and personal property are specifically limited to those allowed under applicable state and federal laws. To the extent that debtor(s)' asset values exceed allowable exemption limits, the non-exempt portions are property of the estate and subject to distribution by the trustee. The terms of this provision shall not be construed to limit or abrogate the rights of parties in interest to object to exemptions pursuant to the Bankruptcy Code or in any way limit the debtor(s)' rights regarding the postpetition equity accrual of assets.

**12.4 Payment of filing fee**

Unless otherwise provided in section 13, the trustee will pay the filing fee in a lump sum as an administrative expense after sufficient funds are on hand and before any other case disbursements.

**12.5 Lien retention**

The holder of any secured claim listed in sections 7.1 or 7.2 will retain the lien on its collateral until the earlier of: (a) payment of the underlying debt determined under nonbankruptcy law or (b) discharge of the underlying debt under Bankruptcy Code § 1328, at which time the lien will terminate and must be released by the creditor.

**13. NONSTANDARD PLAN PROVISIONS**

Under Bankruptcy Rule 3015(c), any nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in this district’s Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are void. The following plan provisions will be effective only if there is a check in the box “Included” in section 1.2.

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\_\_\_\_\_  
DEBTOR’S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEBTOR’S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEBTOR’S COUNSEL’S SIGNATURE

\_\_\_\_\_  
DATE

- All original plans must be signed and dated by both the debtor and attorney.
- Amended plans only require the attorney’s signature.

**By filing this document, the attorney for debtor(s) (or debtor(s), if unrepresented) certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the model plan for the Southern District of Alabama, other than any nonstandard provisions included in Section 13.**

## LANGUAGE COMMONLY USED IN OTHER PROVISIONS:

### **Proposed at 100% but not paying all disposable income-(Stallworth/Bolton16-04277 17-00651)**

The plan as currently proposed pays a 100% dividend on unsecured claims. Any future modification will provide either for a 100% dividend on unsecured claims or payment of all of debtor(s)' projected disposable income for a period of five years beginning on the date the first plan payment is due.

### **Proposed at 100% but retaining luxury items:**

The debtor is keeping assets not necessary for an effective reorganization. In exchange for this privilege, the debtor agrees that the case shall pay a 100% dividend to the unsecured creditors. Absent such a 100% distribution, the debtor shall not be entitled to a discharge under any circumstances.

### **IRS:**

Debtor shall henceforth fully comply with all applicable Federal law, including the requirements for timely filing and payment of Federal taxes. Further, the priority claim of the Internal Revenue Service shall be paid in full.

### **Mortgage creditor:**

Mortgage creditors are given limited relief to send monthly billing statements to the Debtor and for purposes of Loan Modification.

### **Alabama Power Company:**

Debtor will continue to pay pre-petition and post-petition electric service debt in the ordinary course of business in lieu of posting a deposit as adequate assurance of future payment under section 366 of the U.S. Bankruptcy Code. Debtor acknowledges and agrees that the automatic stay does not bar Alabama Power Company's efforts to collect pre-petition and post-petition utility service debt.

### **STUDENT LOANS (15-01540 KORBE)**

Student Loans are currently in deferment and to be paid direct. All other unsecured debts shall be paid 100%. Any unpaid student loans to shall survive the discharge of this case.

### **DSO**

Debtor proposes to pay \$5,000.00 child support arrears and the remaining balance to survive the discharge. The unsecured distribution shall not be increased. If additional funds come into case the debtor shall move to increase the distribution to the child support creditor.

PLEASE REFER TO INSTRUCTIONS LIST FOR ADDITIONAL INFORMATION.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA**

IN RE:

\_\_\_\_\_ Case No. \_\_\_\_\_  
 \_\_\_\_\_ Chapter 13

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

**FINAL PLAN SUMMARY**

**Check if this is an Amended Final Plan Summary**   
 (REFER TO CHAPTER 13 PLAN FOR COMPLETE TREATMENT LANGUAGE)

**1. NOTICES**

1.1	A limit on the amount of a secured claim, set out in § 7.1, 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
1.2	Nonstandard provision, set out in § 13	INCLUDED	NOT INCLUDED
1.3	Avoidance of security interests or liens	NOT INCLUDED -- requires a separate motion or adversary proceeding in this district	

- **Section 1.1:** If a creditor is listed in section 7.1, check “Included”. If there are no creditors listed in section 7.1, check “Not Included”. If section 1.1 does not agree with the latest filed plan an amended plan is required, unless the creditor filed an unsecured claim and it was originally treated as secured in section 7.1.
- **Section 1.2:** If there is a Nonstandard provision in §13 check “Included”. If there is not a Nonstandard provision, check “Not Included”. If you are adding 100% language in the provisions, please check the “Included” box (1.2) of the FPS. If you are adding language in regards to changes made to treatment for a specific creditor and checking the “Included” box (unless agreed to in a withdrawal of objection to confirmation) an amended plan is required.

**2. PAYMENTS AND LENGTH OF PLAN**

**For (Number of months must agree with the latest filed plan or an amended plan is required) months debtor(s) will make regular monthly payments to the trustee as follows:**

\$ \_\_\_\_\_ per month for \_\_\_\_\_ months  
 and \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.  
 And \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.  
 And \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

*Insert additional lines if needed.*

- The number of months for step payments must equal the plan term.
- Plan payments CANNOT be reduced in the Final Plan Summary. If plan payments are being reduced an amended plan is required.

**3. PRECONFIRMATION ADEQUATE PROTECTION PAYMENTS TO SECURED CREDITORS**

CREDITOR	COLLATERAL DESCRIPTION	AMOUNT OF MONTHLY
Creditor name must agree with POC or transfer of claim.	Collateral description must agree with POC	ADP cannot be reduced unless agreed to in a withdrawal.
		Amounts can be increased in FPS

- Creditor name should agree with the proof of claim, transfer, or assignment filed.
- Collateral description should agree with the proof of claim.
- ADP must be no less than \$5.00 per month.

**4. POST-CONFIRMATION ALTERNATE MONTHLY PAYMENTS TO SECURED CREDITORS**

CREDITOR	COLLATERAL DESCRIPTION	AMOUNT OF AMP PAYMENT
Creditor name must agree with POC or transfer of claim.	Collateral description must agree with POC	AMP cannot be reduced unless agreed to in a withdrawal.
		Amounts can be increased in FPS.

- Creditor name should agree with the proof of claim, transfer, or assignment filed.
- Collateral description should agree with the proof of claim.
- AMP must be no less than \$5.00 per month.

**5. ATTORNEY'S FEES FOR DEBTOR'S BANKRUPTCY COUNSEL**

DEBTOR'S COUNSEL	FEE TO BE PAID THROUGH PLAN
	Attorney fees cannot be increased in a FPS.

**6. DOMESTIC SUPPORT OBLIGATIONS**

DSO CREDITOR	AMOUNT TO BE PAID	AMOUNT OF AMP PAYMENT	PREFERENCE PAYMENT
DSO creditor name	Amount should agree with	AMP must agree with plan	Amount must agree
	POC or amount listed in	or increased	with plan, withdrawal
	plan if balance to survive.		or increased.

- DSO creditor name must agree with the proof of claim.
- Amount to be paid must agree with the proof of claim filed unless an expressed consent is on file.
- If there is a balance to survive the plan, DSO provisions must be in section §13 with 1.2 box checked.
- DSO creditors must be provided an AMP and preference payment of no less than \$5.00 per month

**Please note that ADP, AMP, 1325 payments cannot be reduced in a Final Plan Summary unless agreed to in a withdrawal of objection to confirmation.**

**7. TREATMENT OF SECURED CLAIMS**

**7.1 Request for valuation of secured claims, payment of secured claims, and modification of undersecured claims**

CREDITOR	COLLATERAL DESCRIPTION	AMOUNT TO BE PAID	INTEREST RATE	§ 1325(a)(5) PLAN PAYMENT
Must agree with clm or transfer of claim.	Must agree with POC.	Amount must agree with latest filed plan	Cannot reduce or increase unless agreed in a W/D	Cannot be reduced unless agreed in a W/D.
		OR POC, whichever is less.	%	
			%	Amt can increase.

- Creditor name should agree with the proof of claim, transfer, or assignment filed.
- Collateral description should agree with the proof of claim.
- In “Amount to be Paid”, please use the secured amount which will be the lesser of:
  - secured portion of the proof of claim
  - the secured amount to be paid that is listed on the latest plan
  - withdrawal of objection to confirmation filed.
- The interest rate should be the same as proposed on the latest plan unless agreed to in a withdrawal of objection to confirmation with the exception of secured tax claims which should agree with the proof of claim.
- 1325 payments must be no less than what is proposed in the latest plan unless agreed to in a withdrawal of objection to confirmation.
- If no proof of claim is filed, amounts should agree with the latest plan.

## 7.2 Secured claims excluded from valuation under Bankruptcy Code § 506

CREDITOR	COLLATERAL DESCRIPTION	AMOUNT TO BE PAID	INTEREST RATE	§ 1325(a)(5) PLAN PAYMENT
Must agree with claim or transfer of claim.	Must agree with POC.	Amount must agree with the secured amount of the POC.	Cannot reduce or increase unless agreed in a W/D	Cannot be reduced unless agreed in a W/D.
			%	
			%	Amt can increase.

- Creditor name should agree with the proof of claim, transfer, or assignment.
- Collateral description must agree with the proof of claim.
- In section 7.2, the total secured claim in the Final Plan Summary should be the amount of the secured portion of the claim filed by the creditor.
- The interest rate should be the same as proposed on the latest plan unless agreed to in a withdrawal of objection to confirmation with the exception of secured tax claims which should agree with the proof of claim.
- 1325 payments must be no less than what is proposed in the latest plan unless agreed to in a withdrawal of objection to confirmation.
- If no proof of claim is filed, amounts should agree with the latest plan.
- If you are adding a secured treatment for a specific creditor that is not on the latest plan or in a withdrawal of objection to confirmation, an amended plan is required.

## 7.3 Curing defaults and maintaining direct payments on long-term secured debt

CREDITOR	COLLATERAL DESCRIPTION	DIRECT PAYMENT	ARREARAGE
Must agree with claim or transfer of claim.	Must agree with POC.	Must include direct payment.	Amount must agree with POC filed by creditor.

- Creditor name should agree with the proof of claim, transfer, or assignment.
- Collateral description must agree with the proof of claim.
- Direct payment should be as listed on the latest plan or can be changed to agree with the 341 testimony as long as the figure agrees with the direct payment listed on schedule J.
- Arrearage amount should agree with the proof of claim.
- If no proof of claim is filed, amounts should agree with the latest plan.
- If you are adding a direct payment for a specific creditor, an amended plan is required.

**8. PRIORITY CLAIMS (EXCLUDING DOMESTIC SUPPORT OBLIGATIONS)**

CREDITOR	TYPE OF PRIORITY	PRIORITY AMOUNT
Tax creditor name	Must agree with plan.	Must agree with POC filed by Creditor.

- If you are adding treatment for a priority claim, an amended plan is required.

**9. NONPRIORITY UNSECURED CLAIMS**

Percentage to unsecured creditors to be determined after expiration of the claims bar date.

**10. SURRENDERED PROPERTY**

CREDITOR	COLLATERAL DESCRIPTION
Must agree with POC or transfer of claim	Must agree with POC.

**11. EXECUTORY CONTRACTS, INCLUDING UNEXPIRED LEASES OF REAL OR PERSONAL PROPERTY**

CREDITOR	PROPERTY DESCRIPTION	ASSUME			REJECT		
Must agree with POC or transfer.	Must agree with POC.						

- If you are adding a lease, an amended plan is required.

**12. OTHER PLAN PROVISIONS**

Refer to plan for complete language for Sections 12.1 through 12.5.

**13. NONSTANDARD PLAN PROVISIONS**

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1. Student loans are to be listed in section §13 of the plan and Final Plan Summary if they are to be paid direct.
2. 100% language is to be listed in section 13 of the Final Plan Summary.
3. If a claim is treated on the plan as priority or secured and the POC is filed as unsecured, the treatment for the claim should be removed from sections 3, 4, 7.1, 7.2, or 8 in the Final Plan Summary. It is not necessary to state that the creditor/claim is reclassified as unsecured in section 13.

Counsel for the Debtor hereby certifies that a review of all claims filed to date has been performed and all necessary objections to claims have been filed.

*\*See attached list of common reasons for filing an objection to claim.*

\_\_\_\_\_  
DEBTOR'S SIGNATURE  
*(not required if represented by counsel)*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEBTOR'S SIGNATURE  
*(not required if represented by counsel)*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEBTOR'S COUNSEL'S SIGNATURE

\_\_\_\_\_  
DATE

# REVIEWING PROOF OF CLAIMS

Common reasons for filing an objection to claim:

- No dollar amount listed.
- Total unclear or sections 7 and 9 do not agree.
- Not legible.
- No proof of claim form filed - only attachments.
- Secured claim without documentation. Proof of security needed.
- Secured claim with incorrect documentation.
- Proof of claim blank or partially completed.
- No payment address listed on proof of claim.
- Proof of claim filed in the wrong case.
- Claim is stale dated. Generally stale if case filed 6 years from last transaction date. 10 years for judgments if not renewed.
- Date unclear. Unable to determine if stale dated.
- Claim filed after Notice of Plan Completion entered in ECF.
- Claim filed after claims bar date.
- Object to secured status if relief from stay granted.
- The claim is a duplicate.

## **Post April 1, 2019 Amended Plan and Final Plan Summary Guidelines**

### **An Amended Plan is required if:**

1. Changes to sections 1.1 and/or 1.2 are different than the latest filed plan
2. Plan terms are modified.
3. Plan payments are reduced.
4. If attorney fees are increasing more than what's in the latest plan.
5. ADP, AMP, interest rate, 1325 payments are reduced.
6. Interest rate is increased and not agreed to in a filed withdrawal of objection to confirmation.
7. Any changes made to the status of leases.
8. Adding provisions not in original plan or withdrawal of objection to confirmation.
9. Adding anything that is NOT in the latest plan.
  - a. Adding attorney fees.
  - b. Adding a secured creditor.
  - c. Adding direct payments for a creditor.
  - d. Adding interest.
  - e. Adding priority debt.

### **Changes in the Final Plan Summary can be made if:**

1. Plan payments are increasing.
2. Attorney fees are reduced.
3. Changing the creditor name to agree with a transfer of claim or proof of claim.
4. ADP, AMP, 1325 payment are increasing.
5. ADP, AMP, interest rate are changed to agree with a filed withdrawal of objection to confirmation.
6. Changing the collateral description to agree with the proof of claim.
7. Section 7.1 of Final Plan Summary: amount of secured claim is changed to agree with the amount listed in the POC if it is less than the amount listed in the latest plan.
8. Section 7.2 of Final Plan Summary: FPS must provide the amount of the total secured claim listed on the POC. (Chapter 13 will pay the secured amount of the POC).
9. Changing the arrearage amounts to agree with the proof of claim.
10. Secured Government entity claims can be modified to agree with the proof of claim.
11. Changing the amount of the priority portion of the claim.

\*Mortgage arrearage claims filed as a result of the order on a Motion for Relief from Stay are not required to be on the Final Plan Summary.

\*If a claim is treated on the plan as priority or secured and the claim is filed as unsecured, the treatment for the claim should be removed from paragraph 2, 3, 5, or 8 in the Final Plan Summary. It is NOT necessary to state that the creditor/claim is reclassified as unsecured in paragraph 13.

\*Student loans are to be listed in section 13 "Other Provisions" of the plan if they are to be paid direct.

\*Withdrawals of objections to confirmations must be filed to support any changes made in the Final Plan Summary.

# CHAPTER 13 PAYMENT OPTIONS\*

1. **WAGE DEDUCTION ORDER**. Complete wage order request and send to Trustee's office. Trustee's office will issue wage deduction order to Debtor's employer.
2. **TFS**. Internet payment located at [www.tfsbillpay.com](http://www.tfsbillpay.com). TFS also offers eWage payroll deduction.
3. **ACH**. Automated draft from bank account.
4. **Debtor direct payment**. Cashier's check or money order mailed to trustee lockbox.

\*See attached information and forms.

CHAPTER 13 TRUSTEE  
**WAGE ORDER REQUEST**

Debtor Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

Last Four Digits of Social Security Number XXX-XX-\_\_\_\_\_

I hereby request a wage order be issued to my employer in the amount of \$\_\_\_\_\_ per month.

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Debtor Signature \_\_\_\_\_

Date \_\_\_\_\_



www.TFSBillPay.com



# The Automated & Online Solution for Chapter 13 Bankruptcy Payments

The challenge to surviving your bankruptcy is making payments on time and keeping accurate records. TFS provides an easy-to-use online payment option for your monthly bankruptcy payments. It's cheaper and hassle-free.

The other options for making your bankruptcy payments would require you to obtain money orders or certified checks **EVERY** month. Why wait in line at the bank and pay exorbitant bank fees? Make your payments automatically and from the privacy of your own home.

## Bankruptcy Payment Options Compared

	Cost	Convenient	Automated Payments	Private	Reminders and Notifications	Accurate Recordkeeping
TFS Bill Pay	\$	✓	✓	✓	✓	✓
Certified Check	\$\$\$	✗	✗	✗	✗	✗
Money Order	\$\$\$	✗	✗	✗	✗	✗

With automated payments, reminders, and the ability to make bankruptcy payments from the comfort and security of your

# SIGN UP FOR TFS JUST A FEW SIMPLE STEPS

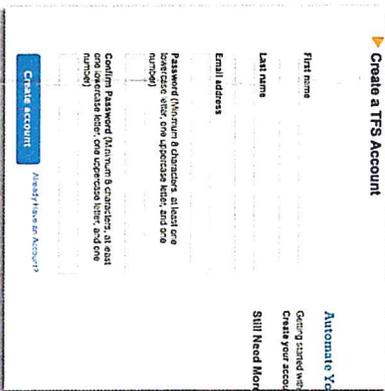
## 1. LOG ON

Visit [tfsbillpay.com](http://tfsbillpay.com) and click the orange button labeled "SIGN UP today."



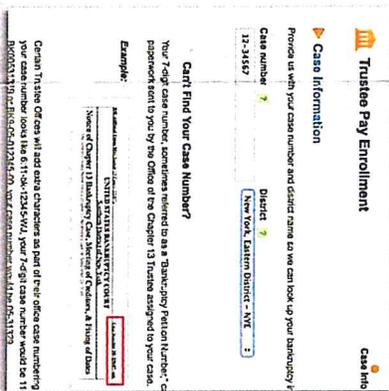
## 2. CREATE AN ACCOUNT

Enter your name and email address to start setting up your account on TFS. You will receive a verification email that will let you log in.



## 3. CASE INFORMATION

Once you log in, click "Enroll in Trustee Pay" and enter your case number. You can find this information on the official paperwork sent to you by your trustee.



Take our Video Tour!  
Visit [www.tfsbillpay.com/about](http://www.tfsbillpay.com/about)

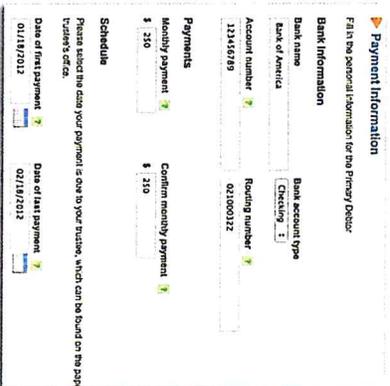
## 4. PROFILE

Confirm your personal information. This data is pulled directly from court records, so it should be accurate.



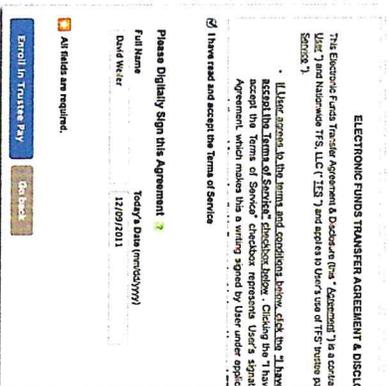
## 5. ACCOUNT INFO

Enter your account info, payment amount, and payment schedule. Payments will take 5 business days from when they are initiated to arrive at your trustee's office. Business days don't include weekends and bank holidays, so please plan accordingly.



## 6. VERIFICATION

Review your account information, select the check boxes, provide the "digital signature" at the bottom of the page, and click "Enroll in Trustee Pay."



Have more questions?  
Call TFS today at (888) PAY-CH13



## Introducing eWage by TFS

The biggest change to Chapter 13 plan payments since ePay

Traditional payroll deduction is often considered the gold standard in payments, but it does have its flaws. We heard from debtors about the embarrassment of having their employer know they are in bankruptcy, and their fear of losing their dignity in the workplace.

And we've heard from Trustees across the country about the difficulties associated with a traditional order – waiting months for an employer to begin a wage deduction, receiving checks with no case number or voucher, having the check lost in the mail with no way to track, and the headache of stopping the wage deduction after the case has been closed!

That's where eWage by TFS comes in. We've worked hard to build yet another payment option to combat the flaws and hassles the traditional methods provide. And, with yet another option, everyone benefits!



### Dependable Payments

Wages go from the payroll to the trustee and the money never touches the debtor's hands. In addition, eWage removes common errors that are attendant to paper payments - funds will always be identified, and payments will never "get lost in the mail."



### Full Control

eWage is far easier to adjust for a plan adjustment. The attorney or paralegal simply prints out another form with the updated amount. New job? The debtor brings the authorization form to the new employer. No need for the Trustee to have the wage order sent to the new employer.



### Easy to Use Tools

eWage provides the trustee's staff with better tools. If the case is completed, dismissed, or converted, the account can be deactivated and the flows of funds stopped. eWage also removes the paper-intensive procedures that currently surround traditional wage deductions.

**Want to learn More?** Contact us today at [trustee@tfsbillpay.com](mailto:trustee@tfsbillpay.com) to set up a walk through of the new eWage service!

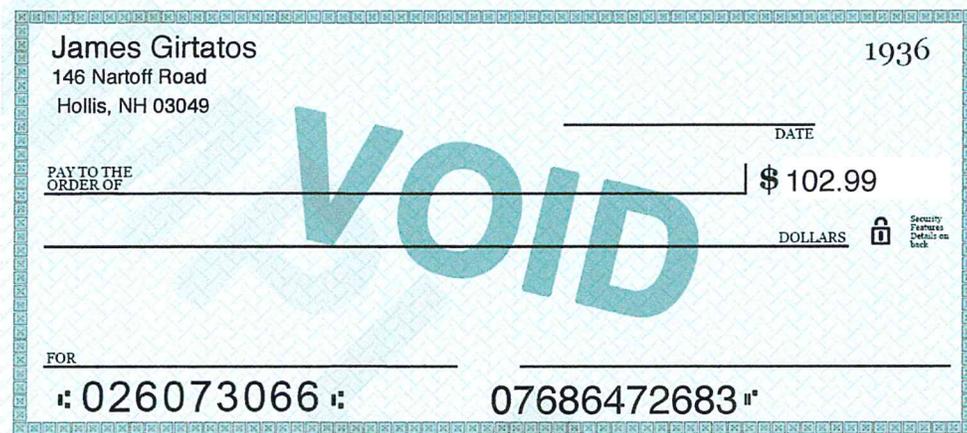
[www.tfsbillpay.com](http://www.tfsbillpay.com)

# DIRECT DEPOSIT AUTHORIZATION FORM

**For Employer/HR:** Please deposit \$ 102.99 to the routing and account numbers on the check below.

The remaining net payroll should be deposited into my existing bank account.

Employee Name: James Girtatos



026073066      07686472683  
Routing Number      Bank Account Number

## Details

Bank Name: Esquire Bank  
Account Number: 07686472683  
Routing Number: 026073066  
Type of Account: Checking  
Dollar Amount: \$ 102.99 (This is the amount per pay period)

## Authorization

Employer is hereby authorized to add a second account and deposit \$ 102.99 per pay period into the above account and the net into my existing account. This authorization will remain in effect until I modify or cancel it in writing.

Employee Signature: \_\_\_\_\_

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





**SUSPENSION OF PAYMENTS FOR PREAUTHORIZED PAYMENTS (ACH DEBITS)**

COMPANY NAME: ATTENTION: ACH DEPARTMENT  
DANIEL B. O'BRIEN  
CHAPTER 13 TRUSTEE  
P.O. BOX 1884  
MOBILE, AL 36633

I (we) hereby **SUSPEND** authorization to **DANIEL B. O'BRIEN, CHAPTER 13 TRUSTEE**, hereinafter called **COMPANY**, for debit entries, hereinafter called **DEPOSITORY**, beginning on \_\_\_\_\_, 2019 in the amount of \_\_\_\_\_. The debit entries will reinstate on \_\_\_\_\_, 2019 in the amount of \_\_\_\_\_ or at such time that the **COMPANY** and **DEPOSITORY** have a reasonable opportunity to act.

DEPOSITORY NAME \_\_\_\_\_  
(Bank Name)

TRANSIT/ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_  
(Routing No.)

ACCOUNT HOLDER'S NAME(S)  
(Please Print)  
\_\_\_\_\_  
\_\_\_\_\_

SOCIAL SECURITY NUMBER  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

CHAPTER 13 CASE NO. \_\_\_\_\_

<b>For Office Personnel, ACH Department use only:</b> Processed: _____ Date: _____, 2019 Final Draft Date: _____, 2019
---

**TERMINATION OF PREAUTHORIZED PAYMENTS (ACH DEBITS)**

COMPANY NAME: ATTENTION: ACH DEPARTMENT 251-438-3545  
DANIEL B. O'BRIEN  
CHAPTER 13 TRUSTEE  
P.O. BOX 1884  
MOBILE, AL 36633

I (we) hereby revoke authorization to **DANIEL B. O'BRIEN, CHAPTER 13 TRUSTEE**, hereinafter called **COMPANY**, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our) checking or savings account indicated below at the depository named below, hereinafter called **DEPOSITORY**, to debit the same to such account, beginning no sooner than \_\_\_\_\_, 2019 or at such time that the **COMPANY** and **DEPOSITORY** have a reasonable opportunity to act.

DEPOSITORY NAME \_\_\_\_\_  
(Bank Name)

TRANSIT/ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_  
(Routing No.)

ACCOUNT HOLDER'S NAME(S)  
(Please Print)  
\_\_\_\_\_  
\_\_\_\_\_

SOCIAL SECURITY NUMBER  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

CHAPTER 13 CASE NO. \_\_\_\_\_

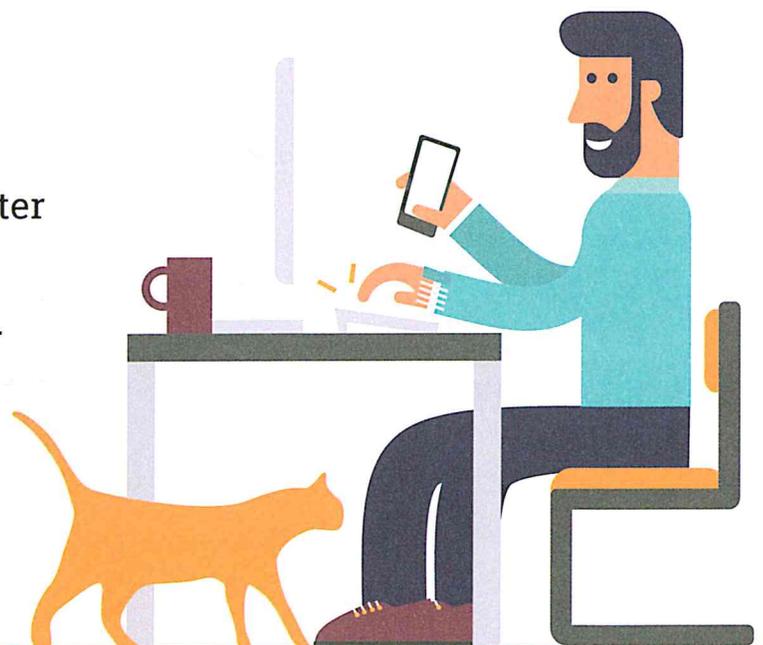
<p><b>For Office Personnel, ACH Department use only:</b> Processed: _____ Date: _____, 2019 Final Draft Date: _____, 2019</p>
---



Go From This

## To This

- ✓ See your payment received by your Trustee office
- ✓ Track your case on your Computer or Cell Phone
- ✓ Be notified when changes occur



Access your Chapter 13 case - [www.ndc.org](http://www.ndc.org) for Free!

# Notice to Debtor

Notice Is Hereby Presented and Given to You, The Debtor, That Information Relating To Your Chapter 13 Bankruptcy Case Will Be Made Available On The Internet To Your Creditors And Other Parties In Interest.

Pursuant to 11 U.S.C. §§ 1302(b)(1) and 704(7), your Chapter 13 Trustee has a duty, unless otherwise ordered by the bankruptcy court, to furnish information concerning the administration of your bankruptcy case as is requested by parties in interest. In furtherance of this duty, the Chapter 13 Trustee will make the following information available to parties in interest who request such information.

1. Your name, address, bankruptcy case number, state and district in which your case is pending and the trustee assigned to your case. Your social security number will not be visible to parties in interest, but they will be able to search for your bankruptcy case using the last four digits of your social security number. Furthermore, your employer's name will not be displayed.
2. Information regarding claims filed against your bankruptcy case including the identity of the claimant, the type of claim (e.g., priority taxes, secured, unsecured, etc.), and the amount of the claim.
3. A history of all payments you make to the Chapter 13 Trustee in your bankruptcy case, including the date and amount of each payment.
4. A history of all disbursements made by the Chapter 13 Trustee in your bankruptcy case, including the date of the disbursement, the payee and the amount.

You may review, without charge, the information about your Chapter 13 bankruptcy case that is posted on the Internet. If you believe the information about your bankruptcy case is inaccurate, you can contact your Trustee to report the error. The URL address where your information is posted is [www.ndc.org](http://www.ndc.org) which is operated by the NDC. You can contact the NDC at [www.ndc.org/Contact-Us](http://www.ndc.org/Contact-Us)

TO REGISTER TO VIEW YOUR CASE ONLINE GO TO **ndc.org**

<p><b>Daniel B. O'Brien</b>  Chapter 13 Trustee  Mobile, Alabama</p>
--

**Mailing Address:** Daniel B. O'Brien  
PO Box 1884  
Mobile, AL 36633

**Payment Address:** Daniel B. O'Brien  
PO Box 1779  
Memphis, TN 38101-1779

**Phone Number:** (251) 438-4615  
**Fax Number:** (251) 438-3545

**Office Hours:** 8:30am - 4:30pm  
Monday - Friday

**Disbursement Date:** Third Thursday of Each Month

<p><b>Authorized Users Log-In Here</b></p>
<p><a href="#"><u>Chapter 13 Inquiry</u></a></p>
<p><b>Other Links</b></p>
<p><a href="#"><u>Website Access Agreement</u></a></p>
<p><a href="#"><u>Register of Federal and State Governmental Units</u></a></p>
<p><a href="#"><u>1325 Payment Calc Worksheet</u></a></p>
<p><a href="#"><u>Other Forms</u></a></p>

All of the information contained herein is for information purposes only. The Chapter 13 Trustee makes no representations or warranty regarding the accuracy of the information contained herein. The Chapter 13 Trustee hereby specifically reserves its rights to audit this information which may cause it to change. The dissemination of this information is made with a complete reservation of rights by the Chapter 13 Trustee.



This site is best viewed with Internet Explorer

# 1325 (a)(5) Calculation

Months to Calculate	
Plan payment* =	\$0.00
Plan terms =	0
Total Atty Fee paid in plan* =	\$0.00
Filing Fee =	\$310.00
Total APP (para 2) =	\$0.00
Total AMP (para 3 & 6) =	\$0.00
# of Months to calculate =	#DIV/0!

Secured 1325(a)(5) payments				
Creditor	Coll. Value	Interest	#Mos	1325(a)(5)
	\$	-	0.00%	#DIV/0!
	\$	-	0.00%	#DIV/0!
	\$	-	0.00%	#DIV/0!
	\$	-	0.00%	#DIV/0!
	\$	-	0.00%	#DIV/0!

\* Plan payments less than \$134/m will not qualify for \$4000 fee.

The formula above is being provided to assist in the calculation of 1325(a)(5) payments to secured creditors. The formula assumes the Debtor has made all payments up to confirmation and does not subtract any disbursements made to date. The calculation result is an approximation and should be reviewed before inclusion in the plan.

# 1325 (a)(5) Calculation

## Months to Calculate

Plan payment* =	\$187.00
Plan terms =	60
Total Atty Fee paid in plan* =	\$3,500.00
Filing Fee =	\$310.00
Total APP (para 2) =	\$50.00
Total AMP (para 3 & 6) =	\$50.00
# of Months to calculate =	29

## Secured 1325(a)(5) payments

Creditor	Coll. Value	Interest	#Mos	1325(a)(5)
Credit Acceptance	\$ 5,128.00	6.50%	29	\$188.57
Farmers Furniture	\$ 560.00	6.50%	29	\$20.59
	\$ -	0.00%	29	\$0.00
	\$ -	0.00%	29	\$0.00
	\$ -	0.00%	29	\$0.00

\* Plan payments less than \$134/m will not qualify for \$4000 fee.

The formula above is being provided to assist in the calculation of 1325(a)(5) payments to secured creditors. The formula assumes the Debtor has made all payments up to confirmation and does not subtract any disbursements made to date. The calculation result is an approximation and should be reviewed before inclusion in the plan.

PLAN CALCULATION III

Disburse Date: 6/1/2023

Month: 59 Monthly Breakdown

Monthly Breakdown

Restart

Reset

Means Test Result: \$0.00  
Equity: Below

Calculated Unsecured PTL: \$48.34

Case Number:		Remaining Balance On Hand:	
Name:		Plan Base:	
Bar Check:	<input checked="" type="checkbox"/>	Close Code Description:	ACTIVE
Disburse Flag:	<input checked="" type="checkbox"/>	Total Disbursed:	\$11,220.00
Closed Date:		Total Paid To Trustee:	\$785.36
Confirmation Date:		Total Paid In:	\$11,220.00
Trustee's Percentage:	7.00%	Hold Temporary:	
Attorney's Percentage:		Hold Permanent:	
Plan Payments:	6/1/2023 \$187.00	Unsecured %:	100.00%

Name	Claim ID	Type	Claimed Amount	Scheduled Amount	First Payment	Last Payment	Principal Paid	Percent Paid	Interest Rate	Interest Paid	Principal Owed	Principal Due	Interest Due	Monthly Payment	Limit	Mortgage Desc	Type/Codes
Catherine Walker	0	/P/0	\$310.00	\$310.00	8/1/2018 (1)	8/1/2018 (1)	\$310.00	100%						\$310.00			DEBTOR REFUND No. Cost
Clerk of Court	0	/P/16	\$3,000.00	\$3,000.00	9/1/2018 (2)	10/1/2020 (27)	\$3,000.00	100%						\$50.00			FILING FEE
	0	/P/40	\$500.00	\$500.00	10/1/2020 (27)	6/1/2023 (59)	\$500.00	100%						\$188.57			ATTORNEY FEE
CREDIT ACCEPTANCE	1	S/S/40	\$4,829.97	\$5,128.00	8/1/2018 (1)	6/1/2023 (59)	4,829.97	100%	6.50000%	\$1,092.55				\$20.59			PRIOR ATTORNEY SECURED - PREF. PY
FARMERS FURNITURE-SELMA	2	S/S/40	\$560.00	\$560.00	8/1/2018 (1)	6/1/2023 (59)	\$560.00	100%	6.50000%	\$93.78							SECURED - PREF. PY SECURED - PREF. PY
CREDIT FIRST N.A.	6	U/U/60	\$900.08	\$560.00	6/1/2023 (59)		\$3.44	0.382%			\$886.64						UNSECURED
FARMERS FURNITURE-SELMA	10002	U/U/60	\$418.80	\$418.80	6/1/2023 (59)		\$1.60	0.382%			\$417.20						UNSECURED
Quantum3 Group LLC	4	U/U/60	\$4,282.00		6/1/2023 (59)		\$16.34	0.382%			\$4,265.66						UNSECURED
Quantum3 Group LLC	5	U/U/60	\$1,936.31		6/1/2023 (59)		\$7.39	0.382%			\$1,928.92						UNSECURED
Unsecured Creditors	3	U/U/60	\$5,128.64	\$5,128.64	6/1/2023 (59)		\$19.57	0.382%			\$5,109.07						UNSECURED
ADDED CLAIM	0	/N/99															
ADDED CLAIM	0	/N/99															
ADDED CLAIM	0	/N/99															
ADDED CLAIM	10001	/N/99															
Richard Shinbaum	0	/N/*															
Daniel B. O'Brien	0	/N/*															
<b>TOTALS</b>			<b>\$21,865.80</b>	<b>\$15,045.44</b>			<b>\$9,248.31</b>			<b>\$1,186.33</b>	<b>\$12,617.49</b>			<b>\$569.16</b>			

# CHAPTER 13 CONTACT LIST

## **Finance**

Wage Orders	Kristi Collins	<a href="mailto:kcollins@ch13mob.com"><u>kcollins@ch13mob.com</u></a>
ACH	Criss Crowder	<a href="mailto:ccrowder@ch13mob.com"><u>ccrowder@ch13mob.com</u></a>
Consent Orders-Callaway	Tiffani Gardner	<a href="mailto:tgardner@ch13mob.com"><u>tgardner@ch13mob.com</u></a>
Consent Orders-Oldshue	Jessica Wilson	<a href="mailto:jwilson@ch13mob.com"><u>jwilson@ch13mob.com</u></a>

## **Court**

341 Review	Babette Adams	<a href="mailto:badams@ch13mob.com"><u>badams@ch13mob.com</u></a>
Confirmation Docket-Callaway	Jamie Seaman	<a href="mailto:jseaman@ch13mob.com"><u>jseaman@ch13mob.com</u></a>
Confirmation Docket-Oldshue	Colleen Hadley	<a href="mailto:chadley@ch13mob.com"><u>chadley@ch13mob.com</u></a>
Motion Docket-Callaway	Tiffany Cameron	<a href="mailto:tcameron@ch13mob.com"><u>tcameron@ch13mob.com</u></a>
Motion Docket-Oldshue	Alana Vinson	<a href="mailto:avinson@ch13mob.com"><u>avinson@ch13mob.com</u></a>