CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed February 11, 2026

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS

In re:	§	
	§	
Standing Order Concerning	§	**General Order 2026-01**
All Chapter 13 Cases	§	
	§	

IT IS HEREBY ORDERED:

1. **EFFECTIVE DATE**. Unless otherwise ordered by the Court in any given Case, all provisions contained in this *Standing Order Concerning All Chapter 13 Cases* ("**General Order**") shall be effective as of February 11, 2026. This General Order supersedes General Order 2025-06. It applies in all Chapter 13 Cases filed on, filed after, or pending as of or after the Effective Date in all Divisions of the United States Bankruptcy Court for the Northern District of Texas. A copy of this General Order shall be placed on the website of each Trustee, accessible through www.13network.com and, upon request, shall be furnished by the Trustee to any party in interest in any pending Case.

2. **DEFINITIONS**. The following definitions shall apply to and are provisions of this General Order[1] –

AAPD - An Authorization for Adequate Protection Disbursements that is filed with the Court. A copy of the Trustee's AAPD form shall be placed on the website of each

[1] All references in this General Order to the Bankruptcy Code or Sections thereof are references to the United States Bankruptcy Code. All references to the Bankruptcy Rules are references to the Federal Rules of Bankruptcy Procedure, sometimes referred to as "Fed. R. Bankr. P." or "Rule" unless otherwise noted. All references to the Local Rules or Local Bankruptcy Rules or L.B.R. are references to the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas, unless otherwise noted.

Trustee and shall be used by any party filing an AAPD. To alter or amend any provision of the AAPD form, a party is required to file a motion requesting such relief, which motion shall be served on all parties in interest, including the Trustee.

Base Amount - The sum of the total payments required to be made to the Trustee pursuant to the Debtor's confirmed Plan; a Court approved Plan Modification; any Notice of Plan Payment Adjustment; any Notice by Trustee of Increased Plan Base, Plan Term and/or Plan Payments; any allowed Notice of Fees, Expenses, and Charges; any order entered by the Court; and any other provision of this General Order.

Case - A Chapter 13 bankruptcy case pending in a United States Bankruptcy Court for the Northern District of Texas.

Claims Bar Date - The date set for the filing of claims pursuant to the Bankruptcy Rules and 11 U.S.C. §§ 502(a)(9) and 1308.

Collateral - The property securing a claim.

Conduit Case - A Case in which the Debtor is required to or elects to pay all Mortgage Arrearage(s), the Current Post-Petition Mortgage Payment(s), and any Mortgage Fees owed to the Mortgage Lender through disbursements by the Trustee.

Conduit Debtor - Any Debtor required by the provisions of this General Order to participate in the Conduit Program or any Debtor that elects to be a Conduit Debtor.

Conduit Program - The process by which all Mortgage Arrearage(s), the Current Post-petition Mortgage Payment(s), and any Mortgage Fees owed to the Mortgage Lender are disbursed by the Trustee.

Conversion Date - The date of the conversion of a pending bankruptcy Case to a Chapter 13 Case.

Converted Case - A bankruptcy Case originally filed under Chapter 7, 11, or 12 and then converted to a Chapter 13 Case.

Current Post-Petition Mortgage Payment(s) - The ongoing, periodic mortgage payments, including all escrow amounts, owed by the Debtor to the Mortgage Lenders.

Debtor - Any individual with a pending Case as of or after the Effective Date. Such term shall include a Conduit Debtor.

Debtor's Counsel - The attorney(s) representing the Debtor and, regarding pro se Debtors, the Debtor, individually.

Debtor's Plan Modification – Any modification of the Plan filed by the Debtor post-confirmation pursuant to 11 U.S.C. § 1329. The Debtor's Plan Modification shall be filed using the Debtor's Plan Modification Form.

Debtor's Plan Modification Form – The form applicable in each division for any post-confirmation modifications to the Plan filed by the Debtor. A copy of the Debtor's Plan Modification Form applicable in each division shall be placed on the website of the Trustee appointed for that division. To alter or amend any provision of the Debtor's Plan Modification Form, other than by the procedure included in the definition of Nonstandard Provision, the Debtor is required to file a motion requesting such relief, which motion shall be served on all parties in interest, including the Trustee.

Disclosures – The Disclosures set forth in the first paragraph of the Plan as required by Bankruptcy Rule 3015.1(c) or the Disclosure regarding Nonstandard Provisions in the Plan Modification. The Disclosure(s) shall control over any contradictory provision of the Plan or Plan Modification. Failure to complete the Disclosure(s) shall be grounds for denial of confirmation of the Plan.

HOA - A homeowners, planned community or condominium association that asserts claims for assessments, fees, and other charges secured by a lien in the Debtor's Principal Residence. An HOA seeking reimbursement for any post-petition fees, expenses, and charges is subject to the requirements of Bankruptcy Rule 3002.1(c) and any such allowed fees, expenses, and charges are deemed Mortgage Fees.

Mortgage Arrearage - Any pre- or post-petition past due payments or any other charges owed to the Mortgage Lender, other than Mortgage Fees, as defined herein.

Mortgage Fees - Any post-petition fees, expenses, and charges that are allowed following the filing by the Mortgage Lender or HOA of a proper and timely Notice of Fees, Expenses, and Charges pursuant to Bankruptcy Rule 3002.1(c).

Mortgage Lender - Any lender with a claim secured by a security interest in the Debtor's Principal Residence or homestead property or any servicer or other agent of such lender.

Mortgage Loan - Any loan secured by a lien on the Debtor's principal residence or homestead property.

NOI - shall mean a *Notice of Intent to Dismiss*. The application of a NOI is addressed in Section 3 herein.

Nonstandard Provision - A provision not otherwise included in or which deviates from the Plan form adopted by the Northern District of Texas or the Debtor's Plan Modification Form. Any changes to the Plan form or the Debtor's Plan Modification Form (1) must be disclosed by selecting the option at the beginning of the form indicating that the form contains nonstandard language, and (2) such changes must be set out in the specific section for Nonstandard Provisions at the end of the form. Any changes that do not meet both criteria are ineffective and will not be considered a part or provision of the confirmed Plan or approved Plan

Modification, unless specifically approved in the Court order confirming such Plan or approving such Plan Modification.

Notice of Additional Fees and Rule 2016 Disclosure - A notice filed and served by the Debtor's Counsel to be awarded Additional Fees as set out in paragraph 21 herein. Also referred to as the ("**Notice of Additional Fees**"). A copy of the Notice of Additional Fees and Rule 2016 Disclosure form shall be placed on the website of each Trustee and shall be used by any party filing a Notice of Additional Fees and Rule 2016 Disclosure. To alter or amend any provision of the Notice of Additional Fees and Rule 2016 Disclosure form, a party is required to file a motion requesting such relief, which motion shall be served on all parties in interest, including the Trustee.

Notice of Fees, Expenses, and Charges - The notice required pursuant to Bankruptcy Rule 3002.1(c), which notice complies with the provisions of that Rule and any applicable Local Bankruptcy Rules.

Notice of Payment Change by Mortgage Lender - The notice required pursuant to Bankruptcy Rule 3002.1(b) which notice complies with the provisions of that Rule and any applicable Local Bankruptcy Rules.

Notice by Trustee of Increased Plan Base, Plan Term and/or Plan Payments - The notice filed and sent by the Trustee to the Debtor and Debtor's counsel notifying the Debtor of a change in the Base Amount, Plan Payment, or term of the Plan in order to cure an insufficiency in the Plan as a result of an increase in the amount of attorney's fees to be disbursed by the Trustee, as set out in Paragraphs 21 and 22 of this General Order.

Notice of Plan Payment Adjustment - The notice filed and sent by the Trustee in a Conduit Case to the Conduit Debtor, Debtor's Counsel, and the Mortgage Lender, notifying the Conduit Debtor of an adjustment to the monthly Plan Payment to be paid to the Trustee and any adjustment to the Base Amount.

Notice to Reserve Funds - A notice filed with the Court by any party in interest requesting that the Trustee reserve funds received from the Debtor which would otherwise be disbursed by the Trustee or, if filed by the Trustee, notifying parties that the Trustee will reserve funds as described therein.

Petition Date - The date the Debtor's bankruptcy petition is filed.

Plan - The document required to be filed by the Debtor in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules and any pre-confirmation amendment of the Plan which all shall be filed using the form adopted by the United States Bankruptcy Court for the Northern District of Texas and containing all information required in the form. Any Nonstandard Provision shall be set out in Section III of the Plan form in the designated area for same.

Plan Modification - Any modification of the Plan filed by a party, including the Trustee, post-confirmation pursuant to 11 U.S.C. § 1329. This definition includes a Debtor's Plan Modification.

Plan Payment(s) - The monthly payment amount which the Debtor is required to pay to the Trustee pursuant to the AAPD; the Plan; any Plan Modification; any Notice by Trustee of Increased Plan Base, Plan Terms and/or Plan Payment; any Notice of Plan Payment Adjustment; any allowed Notice of Fees, Expenses, and Charges; any order of the Court; and any other provisions of this General Order. Such payments are deemed payments received under plans pursuant to 11 U.S.C. § 1326 and 28 U.S.C. § 586. A Plan Payment may be for the purposes of a pre-confirmation or post-confirmation disbursement, may include payments for leases of personal property that become due after the Petition Date or Conversion Date in accordance with Section 1326(a)(1)(B) of the Bankruptcy Code, and/or adequate protection payments in accordance with Section 1326(a)(1)(C) of the Bankruptcy Code, to the extent the Trustee is to disburse such payments.

Principal Residence – The Debtor's principal place of residence, whether real or personal property.

Section 341 Meeting - The Section 341 Meeting of Creditors as required by Section 343 of the Bankruptcy Code.

Service - Service on parties in interest is governed by the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, all Local Rules applicable in bankruptcy cases, and the General Order Regarding Administrative Procedures for Electronic Filing (General Order 2004-06), as they may be amended or superseded from time to time. When a Debtor is represented by an attorney, service shall be on both the Debtor and Debtor's Counsel.

Surrendered Collateral - The Collateral to be surrendered pursuant to the Plan or allowed to be surrendered pursuant to any Plan Modification.

TRCC - shall mean the *Trustee's Recommendation Concerning Claims, Objection to Claims, and Plan Modification* or the *Trustee's Recommendation Concerning Claims and Plan Modification*. The application of the TRCC is addressed in Section 16 herein.

Trustee - The Trustee appointed in the Case by the United States Trustee, including the Standing Chapter 13 Trustee or the United States Trustee if serving as Trustee in the Case.

Trustee's Percentage Fee - That fee which shall be collected by the Trustee as set out in 28 U.S.C. § 586(e).

3. **DISMISSAL WITHOUT FURTHER NOTICE**. A Case may be dismissed without prejudice and without further notice after 14 days (as to subsections (d)(5) and (e) deficiencies) or 7 days (as to subsections (a), (b),(c), (d)(1), (d)(2), (d)(3), or (d)(4) deficiencies) if a prior written NOI is filed with the Court and served on the Debtor and Debtor's Counsel

unless any default or deficiency is cured prior to the expiration of such period. The Clerk is authorized to enter an Order of Dismissal upon certification by the Trustee, or such other authority ordered by the Court or allowed by law, that –

(a) The Debtor did not file all of the documents required by Sections 521(a)(1) and 521(b) of the Bankruptcy Code within 14 days of the Petition Date or Conversion Date, unless within such time, the Debtor filed a motion to extend such time or, if an extension of time is granted, such documents are not filed within the extended time; or

(b) The Debtor did not file with the petition or serve on all scheduled creditors (or to be scheduled creditors if the Schedules have not been filed) a Plan as required by Section 1321 of the Bankruptcy Code and Bankruptcy Rule 3015(b), and an AAPD as required herein, within 14 days of the Petition Date or Conversion Date unless within such time(s), the Debtor filed with the Clerk and served on all scheduled creditors (or to be scheduled creditors) a motion to extend such time(s) or, if an extension of time is granted, such documents are not filed within the extended time; or

(c) The Debtor did not pay the first Plan Payment to the Trustee within 30 days after the Petition Date or the Conversion Date as required by Section 1326(a)(1) of the Bankruptcy Code; or

(d) The Debtor failed to –

(1) Attend the Section 341 Meeting or any continued Section 341 Meeting which the Trustee required the Debtor to attend, without the agreement of the Trustee to continue the Section 341 Meeting;

(2) Provide to the Trustee, not later than 7 days before the date first set for the Section 341 Meeting, a copy of the Federal income tax return required under applicable law or a transcript for the most recent tax year ending immediately before the Petition Date or Conversion Date for which a return was filed, as required by Section 521(e)(2)(A)(i) of the Bankruptcy Code, or the Debtor failed to timely file, with the appropriate taxing authorities, the tax returns required by Section 1308 of the Bankruptcy Code, unless the Trustee agrees to hold open the Section 341 Meeting (up to 120 days) as provided in Section 1308(b)(1) of the Bankruptcy Code, or unless extended by the Court as provided in Section 1308(b)(2) of the Bankruptcy Code. In the event the Trustee agrees to hold open the Section 341 Meeting, the Trustee shall file a report of the initial meeting indicating that the meeting is being held open;

(3) Timely file with the Court, upon a written request filed with the Court and served on the Debtor and Debtor's Counsel, tax returns or transcripts as required by Sections 521(f) and 521(g)(2) of the Bankruptcy Code; PROVIDED, HOWEVER, that pursuant to Bankruptcy Rule 4002(b)(5) and the *Interim Guidance Regarding Tax Information* established by the Director of the Administrative Office of the United States Courts, the United States Trustee, the Trustee, or any party in interest that desires to obtain access to the Debtor's tax information must file and serve upon the Debtor and Debtor's Counsel, a motion which should

include (i) a description of the movant's status in the Case to allow the Court to ascertain whether the movant may properly be given access to the requested tax information, (ii) a description of the specific tax information sought, (iii) a statement indicating that the information cannot be obtained by the movant from any other sources, and (iv) a statement showing a demonstrated need for the tax information. Access to the Debtor's tax information will be permitted only after the Court approves the request;

(4) Timely provide to the Trustee documents that establish the identity of the Debtor, including a driver's license, passport, or other document that contains a photograph of the Debtor as required by Section 521(h) of the Bankruptcy Code; or

(5) Cooperate with the Trustee as necessary to enable the Trustee to perform the Trustee's duties under the Bankruptcy Code as required by Section 521(a)(3) of the Bankruptcy Code. Any such notice shall state specifically what the Debtor did or did not do constituting such failure to cooperate.

(e) The Debtor did not pay to the Trustee when due, any Plan Payment (except the first Plan Payment[2]) specified in the Plan; PROVIDED, HOWEVER, that:

(1) The NOI shall specify the exact dollar amount due to bring all Payments completely current as of the 14th day after the date of the NOI;

(2) No Order of Dismissal shall be submitted with regard to a subparagraph "(e)" deficiency if an Interlocutory Order ("**I/O**") satisfactory to the Trustee has been approved by the Debtor or Debtor's Counsel and executed and delivered to the Trustee as of the 14th day after the date of the NOI; and

(3) No Order of Dismissal shall be submitted or requested by the Trustee if, prior to the expiration of the NOI period, a response is filed and served by the Debtor, set by Debtor on the Court's next available Chapter 13 docket after the expiration of 14 days and notice of such setting is filed and served by the Debtor at least 14 days prior to such setting.

4. **MANDATORY WAGE DIRECTIVE**. Unless the Court orders otherwise, the Trustee may require a Debtor who is a wage or salaried employee to complete and deliver to the Trustee, not later than the initial setting for the Section 341 Meeting, the information necessary for the submission of a wage directive by the Trustee to such Debtor's employer. Such directive may be terminated by the Trustee on notice to the Debtor, the Debtor's counsel, and the Debtor's employer. The Trustee may also approve an alternate payment method proposed by the Debtor. All information required by the Trustee regarding the Debtor's proposed alternate payment method shall be submitted to the Trustee by the Debtor not later than the initial setting for the Section 341 meeting.

[2] *See* subpart (c) of this paragraph regarding the first Plan Payment.

5. **OTHER REQUIRED DOCUMENTS AND GENERAL PROVISIONS**.

(a) Within 10 business days of the Petition Date or Conversion Date, every Debtor shall submit to the Trustee a completed and signed *Authorization to Release Information to the Trustee Regarding Claims*. A copy of this form is posted on the website of each Trustee which are accessible through www.13network.com.

(b) A Debtor with domestic support obligations shall provide the Trustee with the name, address, and telephone number of the domestic support claimant, if known, at or before the Section 341 Meeting.

(c) No party may, either directly or indirectly, alter or amend the Order of Payment set out in the AAPD, a Plan, or Plan Modification. Any request to deviate from this provision shall be made by motion. The title of the motion shall state that the motion contains a request to alter or amend the Order of Payment and shall be served on all parties in interest, including the Trustee.

(d) Any AAPD, Debtor's Plan Modification, or Notice of Additional Fees and Rule 2016 Disclosure shall be filed using the form posted on each Trustee's website. To alter or amend any provision of the AAPD form, the Debtor's Plan Modification Form, or the Notice of Additional Fees and Rule 2016 Disclosure form, a party is required to file a motion requesting such relief, which motion shall be served on all parties in interest, including the Trustee. No motion is required to alter or amend the provisions of the Debtor's Plan Modification Form if the alteration or amendment is the inclusion of a Nonstandard Provision and the procedures set out in the definition of Nonstandard Provision are followed.

(e) In order to pay any allowed fees and expenses to any attorney, in the event the Plan, including any Plan Modification, becomes insufficiently funded during the term of the Plan, the Trustee may, but is not required to, increase the Base Amount, Plan Payment, and/or term of the Plan as needed. The Trustee will notify the Debtor of any change by filing and serving a Notice by Trustee of Increased Plan Base, Plan Term and/or Plan Payments on the Debtor and the Debtor's Counsel.

(f) The Court directs that, after 70 days following the order for relief in the Case or the date of the order converting a case to a Chapter 13 proceeding, all notices described in Rule 2002(a) and the related pleadings may be served only on those parties listed in Rule 2002(h) and all parties who have filed a Notice of Appearance in the Case. Such parties shall be considered as "parties in interest" for purposes of this General Order. The Court may direct service on additional parties as appropriate.

6. **GOOD FUNDS**. The Trustee is not required to disburse any funds to any party in interest unless the Trustee is satisfied, within the Trustee's sole discretion, that good funds have been received by the Trustee.

7. **ADEQUATE PROTECTION DISBURSEMENTS**.

(a) **Debtor Shall Authorize Adequate Protection Disbursements by the Trustee.** Unless otherwise ordered by the Court, within 14 days of the Petition Date or Conversion Date, the Debtor shall file and serve on all scheduled creditors (unless Service on a particular creditor is made by the Clerk), an AAPD. Any amendment to the AAPD shall (1) be filed with the Court, (2) be served on all affected creditors and, if a Notice of Appearance has been filed, their counsel, and (3) contain a Certificate of Service reflecting service.

Unless otherwise ordered by the Court, adequate protection concerning motor vehicles shall be presumed adequate if such disbursement is in a monthly amount equal to 1.25% of the value of the motor vehicle. For purposes of this presumption, the value of the motor vehicle as of the petition date will be set at either the "Average Price Paid" stated at www.jdpower.com for a vehicle located in the zip code for the Debtor's residence address at the time of the filing of the voluntary petition or using the Clean Retail value contained in the JD Power publication for a comparable motor vehicle for the month the voluntary petition is filed. Value will be computed without an adjustment for any options or mileage. This is without prejudice to the debtor or secured creditor contesting the value presumption or payment of 1.25% of the value presumption as adequate protection. In the Case of a Conduit Debtor, the amount of the Current Post-Petition Mortgage Payment(s) must be included in the AAPD.

(b) **Trustee Shall Disburse Adequate Protection Payments.** Pre-confirmation, the Trustee will disburse Plan Payments received by the Trustee according to the AAPD in the next regularly scheduled monthly disbursement, subject to normal operating procedures. The Trustee may disburse adequate protection payments monthly as provided in the AAPD, whether or not a proof of claim has been filed, to claimants in the order set out in the AAPD under "Order of Payment." If funds received by the Trustee are insufficient to pay a full monthly payment to any specified category of claimants cumulatively, other than payments of the Current Post-Petition Mortgage Payment(s), payments shall be made pro rata within such category. Current Post-Petition Mortgage Payments(s) shall be made in full amounts.

(c) Any interest received by the Trustee as a result of Plan Payments shall be paid into the Trustee's expense account and used exclusively to pay the compensation and reasonable and necessary expenses of the Trustee, as may be approved by the United States Trustee. Any Plan Payments may be held by the Trustee in a non-interest-bearing account.

(d) Adequate protection disbursements may include the Trustee's Noticing Fees, Filing Fees, Payments on Secured Claims including applicable Current Post-Petition Mortgage Payments, priority claims, and fees for Debtor's Counsel, unless the Debtor is pro se.

(e) In addition to the adequate protection payments required herein, in each Case, the Debtor's use of vehicles under Section 363 of the Bankruptcy Code is authorized only if the Debtor (i) maintains insurance on the vehicles in the amount required by the Debtor's pre-petition contract; (ii) provides proof of insurance to the lien holder upon request; and (iii) not

later than the date of the initial Section 341 Meeting, provides the Trustee with all necessary information for a wage directive (if the Debtor is required to submit a wage directive) or for an alternate payment method approved by the Trustee.

8. **SURRENDERED COLLATERAL AND ORDERS REGARDING THE AUTOMATIC STAY**.

(a) The Plan or any Plan Modification (if surrender is allowed) shall describe any Collateral to be surrendered. This will be construed by the Court as a request that the stay be terminated as to the surrendered Collateral, and THE AUTOMATIC STAY SHALL BE TERMINATED. If a Plan Modification is filed providing for the surrender of Collateral, the Trustee shall not make any disbursements on any allowed secured claim which is secured by the surrendered Collateral after the Plan Modification is filed unless specifically ordered to do so by the Court. The Trustee may, however, reserve funds that would otherwise be disbursed on the allowed secured claim until such Plan Modification is approved or an order of the Court regarding the disbursement of such funds by the Trustee is entered. PROVIDED, HOWEVER, that the stay shall not be terminated if the Trustee or affected secured lender files with the Court an objection to the proposed surrender within 7 days of the filing of the Plan or the Plan Modification. Such objection shall be served on the Debtor, Debtor's Counsel, and the party to whom the Collateral is proposed to be surrendered (and/or for whose benefit the Collateral is proposed to be surrendered). If such objection is filed and served, the automatic stay shall remain in effect until the objection is disposed of by an order of the Bankruptcy Court. In such event, the Trustee may reserve funds that would otherwise be disbursed on the allowed secured claim until the Plan Modification is approved or an order of the Court regarding the disbursement of such funds by the Trustee is entered.

(b) If a confirmed Plan or a previously approved Plan Modification provides that the Trustee shall disburse payments on an allowed secured claim and the automatic stay terminates as to the Collateral securing that claim, the Trustee will cease making disbursements on the allowed secured claim.

(c) Following the surrender of Collateral or the termination of the automatic stay as to Collateral, a creditor with an allowed secured claim on the Collateral shall have 90 days from the date of surrender or termination of the automatic stay to file a proof of claim for any unsecured deficiency.

(d) A Creditor which has foreclosed upon Collateral shall file a notice within 60 days of the date of the sale following foreclosure and shall attach to such notice a written statement setting out the gross amount of the proceeds from the sale of the Collateral and how those proceeds were applied by the Creditor to any costs and the outstanding loan balance. If the Creditor has not foreclosed upon and sold all Collateral securing its allowed secured claim following a termination of the automatic stay, and the Creditor chooses to file a proof of claim in accordance with subparagraph 8(c) hereof, the Creditor shall attach to such claim a written explanation regarding why such Collateral has not been foreclosed upon and sold.

(e) If a previously confirmed Plan or previously approved Plan Modification provides that payments to a secured creditor will be paid directly by the Debtor to the creditor or provides for disbursement of only an arrearage claim by the Trustee with the balance of the claim to be paid directly by the Debtor to the Creditor, and the automatic stay terminates with regard to Collateral securing such claim, the Trustee shall not make disbursements other than as set out in the confirmed Plan or a previously approved Plan Modification unless an amended proof of claim is filed and a Plan Modification is filed to provide for disbursements by the Trustee on such amended claim and is approved by the Court. Such Plan Modifications must be served on the Debtor, the Debtor's Counsel, the Trustee, all holders of unsecured claims and any party which has filed a Notice of Appearance. Any party in interest may object to such proof of claim or Plan Modification. Any objection to such amended proof of claim or Plan Modification shall be set for hearing at the same time as the Trustee's regular Court docket call.

(f) After the bar date, the Trustee will not be required to disburse on any increased unsecured amount due to a deficiency of Collateral until a new proof of claim is filed or its original proof of claim is amended to include the deficiency. The Trustee shall not be required to recover any funds previously disbursed to the holders of other unsecured claims. However, holders of other unsecured claims who have previously received disbursements from the Trustee may not receive any additional payments from the Trustee until the holder of the deficiency receives payment on account of such additional unsecured claim proportionate in value to that already received by the other holders of unsecured claims.

(g) Any order regarding the automatic stay concerning Collateral securing pre-petition debt which is entered after the bar date for filing non-governmental proofs of claim may provide for the creditor's right to foreclose and the creditor's right to recover attorney fees and costs, if recoverable pursuant to the provisions of §506, but may not provide for any method to allow an unsecured deficiency claim or to increase the unsecured portion of a previously filed proof of claim by any means other than as set out hereinabove.

9. **TRUSTEE'S PERCENTAGE FEE AND NOTICING FEE**.

(a) Pursuant to 28 U.S.C. § 586(e), the Trustee is authorized to collect the Trustee's Percentage Fee at the time of the receipt of any funds paid by or on behalf of the Debtor to the Trustee or recovered by the Trustee from any source, including, but not limited to, the receipt of any funds that the Trustee will disburse on any Mortgage Arrearage(s), Current Post-Petition Mortgage Payment(s), Mortgage Fees, and/or adequate protection payments.

(b) The Trustee may charge, in addition to the percentage fee fixed pursuant to 28 U.S.C. § 586(e)(1)(B), noticing fees in each Case administered by the respective Trustee equal to $.50, plus postage per envelope.

(c) The Trustee may collect noticing fees, in advance or otherwise, for the Service of notices, reports or orders, including, but not limited to: (i) Notices of Deadline For Objecting to Confirmation; (ii) the Trustee's Pre-Hearing Conference, if any, (iii) a TRCC and

the Notice of Hearing and Pre-Hearing Conference, if any, with regard to same; (iv) Notices or Orders of Dismissal or Conversion; (v) Notices or Orders of Debtor Discharge; (vi) a Chapter 13 Trustee's Final Report and Account and/or Notice of Filing of Final Report and Account by Trustee; (vii) Notices of Final Cure; (viii) Mid-Case Notices of Amount Deemed Necessary to Cure Mortgage Arrearage; and/or Notices required under 11 U.S.C. § 1302(d) regarding domestic support obligations. It is hereby found and determined that said fees are reasonable and appropriate to defray the actual, necessary costs and expenses reasonably attributable to the giving of said notices. Subject to United States Trustee's approval, the Trustee may choose to reduce the number of notices for which noticing fees are collected. The Trustee shall be entitled to collect noticing fees authorized hereby from the first and any subsequent monies received from the Debtor, whether before or after confirmation.

10. **CREDITOR'S CERTIFICATE OF CONFERENCE ON § 362 MOTIONS AND OBJECTIONS TO CONFIRMATION AND REQUIREMENT TO PROVIDE LIMITED PAYMENT HISTORY, EVIDENCE OF DEBT, AND PERFECTION OF LIEN REGARDING REAL PROPERTY**.

(a) A Creditor shall include a Certificate of Conference with Debtor's Counsel on any § 362 motion to modify stay or any objection to confirmation. The Certificate of Conference shall state that the creditor or its counsel made a good faith effort to negotiate a settlement of the dispute with Debtor's Counsel or that Debtor's Counsel failed to respond to the creditor's communication (made during regular business hours) by the same time on the 2nd business day after such communication. The Certificate of Conference shall evidence that the creditor or creditor's counsel attempted at least once to contact Debtor's Counsel by telephone, e-mail, fax, or in person. The Court reserves the right to sanction parties and/or counsel who fail to confer in good faith prior to the filing of such motions and/or objections.

(b) Notwithstanding L.B.R. 4001-1(e), if a Mortgage Lender or HOA files a § 362 motion to terminate, annul, modify or condition the automatic stay, within 7 days, the creditor shall file a sworn affidavit detailing any alleged payment delinquency and providing a current chronological payment history beginning with the first payment alleged to be delinquent.

11. **HEARINGS ON CONFIRMATION AND PLAN MODIFICATIONS, THE TRUSTEE'S PRE-HEARING CONFERENCE REGARDING CONFIRMATION OF A CHAPTER 13 PLAN OR PLAN MODIFICATION, OBJECTIONS TO A PLAN OR PLAN MODIFICATION, AND RESOLUTION OF OBJECTIONS.**

FOR ALL DIVISIONS:

(a) Pre-confirmation, the Debtor will be responsible for serving the Plan or any amendment or summary thereof on all parties in interest on the date the Plan or Plan summary is filed, notifying such parties that the Plan or Plan summary has been filed.

(b) Post-confirmation, the proponent of the Plan Modification shall be responsible for serving a copy of the Plan Modification on any party in interest set out in Paragraph 5(f) of this General Order.

(c) Unless the Court orders otherwise, the hearing on Section 506 valuations, interest rate, and treatment under the Plan will occur at the confirmation hearing. Claim amount and classification will be determined by the TRCC as described in paragraph 16 of this General Order or other order of the Court.

(d) Prior to confirmation, pursuant to Section 1325(a)(9) of the Bankruptcy Code, a Debtor shall file with the Court a certificate verifying the filing of all applicable Federal, State, and local tax returns as required by Section 1308 of the Bankruptcy Code on a form that substantially conforms to the *Debtor's(s') Certificate That All Tax Returns Have Been Filed*, a copy of which form is posted on the website of each Trustee which are accessible through www.13network.com.

(e) If the Plan is confirmed, pursuant to Local Bankruptcy Rule 2002-1(d)(4), the Debtor shall serve the notice of entry of the order confirming the Plan required by Bankruptcy Rule 2002(f)(7). If the confirmation hearing is continued, the Trustee shall file a Notice of Continued Hearing.

FOR THE ABILENE, AMARILLO, DALLAS, LUBBOCK, SAN ANGELO, AND WICHITA FALLS DIVISIONS:

(f) The Trustee shall file and serve a Notice of the date, place, and time of the confirmation hearing and the deadline for objecting to confirmation, as well as the date, place and time of the Trustee's pre-hearing conference to all parties in interest.

(g) The hearing on a Plan Modification shall be set on the first available pre-hearing conference date that is at least 28 days from the date of service of the proposed Plan Modification. The proponent of the Plan Modification shall mail a notice of the date, place, and time of the hearing on the Plan Modification and the deadline for objecting, as well as the date, place, and time of the Trustee's pre-hearing conference to any party the proponent is required to serve under subpart (b) herein.

(h) Objections to the proposed Plan and Motion for Valuation or a Plan Modification shall be in writing and filed and served on the proponent of the Plan and Motion for Valuation or the Plan Modification, the Debtor, Debtor's Counsel, and the Trustee no later than 7 days prior to the Trustee's pre-hearing conference (the "**Objection Deadline**") or be deemed waived.

(i) After the Objection Deadline, the Trustee shall conduct a Trustee's pre-hearing conference, on the date and at the time and place designated by the Trustee. If an objection is resolved at the Trustee's pre-hearing conference or at any time prior to the setting on the Court's docket, the resolution may be contained in an agreed order that the Trustee may submit to the Court for entry without the need for any amendment to the Plan or Plan Modification and without further notice to any party in interest, UNLESS the Plan or Plan Modification will result in any change in the total amount to be distributed to another creditor who is not a signatory to the agreed order; change the interest rate, if any, or change the monthly payment amount, if any.

(j) Any objections to the proposed Plan or Plan Modification or a valuation set out therein which are not deemed waived or which are not resolved at or before the Trustee's pre-hearing conference shall be heard by the Court at the final hearing.

(k) All objections to the proposed Plan and/or the motion for valuation and/or a Plan Modification shall be deemed waived:

(1) if not timely filed and served as provided above; or

(2) the proponent of any objection or motion for valuation fails to attend the Trustee's pre-hearing conference or give the Trustee prior written notice that a final hearing is necessary.

(l) The proposed Plan or Plan Modification shall be denied if the proponent of the proposed Plan or Plan Modification fails to attend the Trustee's pre-hearing conference or give the Trustee prior written notice that a final hearing is necessary.

(m) Not more than 14 days before any Trustee's pre-hearing conference concerning confirmation, a Debtor with domestic support obligations shall file a certificate pursuant to Section 1325(a)(8) of the Bankruptcy Code with the Court.

FOR THE FORT WORTH DIVISION:

(n) Notwithstanding the provision of Local Rule 3015-3, the Trustee is not required to hold a pre-hearing conference on any matter.

(o) The Trustee shall file and serve a Notice of the date, place, and time of the confirmation hearing and the deadline for objecting to confirmation to all parties in interest.

(p) The hearing on a Plan Modification shall be set on the first available Trustee's regular Court hearing day that is at least 28 days from the date of service of the proposed Plan Modification. The proponent of the Plan Modification shall file and serve a notice of the date, place, and time of the hearing on the Plan Modification and the deadline for objecting to any party the proponent is required to serve under subpart (b) hereinabove.

(q) Objections to the proposed Plan and Motion for Valuation or a Plan Modification shall be in writing and filed and served on the proponent of the Plan and Motion for

Valuation or the Plan Modification, the Debtor, Debtor's Counsel, and the Trustee no later than 21 days after the Plan and Motion for Valuation or the Plan Modification is filed and served or be deemed waived.

(r) Notwithstanding the provisions of Local Rule 3015-3, after the objection deadline set out in sub-part (q), if an objection is resolved at any time prior to the setting on the Court's docket, the resolution may be contained in an agreed order that the Trustee may submit to the Court for entry without the need for any amendment to the Plan or Plan Modification and without further notice to any party in interest, UNLESS the Plan or Plan Modification will result in any change in the total amount to be distributed to another creditor who is not a signatory to the agreed order; change the interest rate, if any, or change the monthly payment amount, if any.

(s) Any objections to the proposed Plan or Plan Modification or a valuation set out therein which are not deemed waived or which are not resolved prior to the setting on the Court's docket shall be heard by the Court.

(t) All objections to the proposed Plan and/or the motion for valuation and/or a Plan Modification shall be deemed to be waived if not timely filed and served as provided above.

(u) If the confirmation hearing is continued, the Trustee shall file a Notice of Continued Hearing.

(v) Not more than 14 days before any Court setting regarding confirmation, a Debtor with domestic support obligations shall file a certificate pursuant to Section 1325(a)(8) of the Bankruptcy Code with the Court.

12. **HEARINGS AND THE TRUSTEE'S PRE-HEARING CONFERENCE, IF ANY, ON MATTERS OTHER THAN CONFIRMATION AND PLAN MODIFICATIONS.**

(a) In addition to confirmation of a Plan or a Plan Modification, the Trustee may assign matters to a pre-hearing conference docket including, but not limited to –

(1) Motions to dismiss or convert filed by a party in interest other than the Debtor;

(2) Motions for use of cash collateral and/or for financing authority;

(3) Objections to claims;

(4) Objections to exemptions;

(5) Motions to assume, or to assume and assign, executory contracts or unexpired leases;

(6) Motions for substantive consolidation;

(7) Motions to Sever;

(8) Motions to Sell;

(9) Motions to Incur Debt/Obtain Credit;

(10) Motions to Modify Home Mortgage Loans;

(11) Motions to Employ a professional;

(12) Motions to Approve Compromise and Settlement Agreements;

(13) Objections to a Fee Application or a Notice of Additional Fees and Rule 2016 Disclosure filed by the Debtor's Counsel; and

(14) Any other matter for which, in the discretion of the Trustee, it is necessary to set for a Pre-hearing Conference or for which the Bankruptcy Rules, the Local Bankruptcy Rules for the Northern District of Texas and/or this General Order require a hearing, except as otherwise provided herein.

(b) The Trustee may conduct the Trustee's pre-hearing conference on the date and at the time and place designated by the Trustee. If an objection is resolved at the Trustee's pre-hearing conference or at any time prior to the date and time the matter is set on the Court's docket, the resolution may be contained in an agreed order that the Trustee may submit to the Court for entry without further notice to any party in interest, UNLESS the Plan or Plan Modification will result in any change in the total amount to be distributed to another creditor who is not a signatory to the agreed order; change the interest rate, if any, or change the monthly payment amount, if any.

(c) Any objections to any motion or application which are not deemed waived or which are not resolved at or before the Trustee's pre-hearing conference or the setting on the Court's docket if no pre-hearing conference is set shall be heard by the Court at the final hearing.

(d) All objections to the motion or application shall be deemed waived if:

(1) not filed prior to an applicable deadline; or

(2) the proponent of any objection or response fails to attend the Trustee's pre-hearing conference, if one is set, or give the Trustee prior written notice that a final hearing is necessary after consultation with the movant or applicant.

(e) If the hearing is continued, the proponent of the motion or application shall file a Notice of Continued Hearing.

13. **AGREED ORDERS.** Debtors and creditors shall make good faith efforts to obtain the Chapter 13 Trustee's signature on Agreed Orders. The court may reject any Agreed Order that does not contain the Chapter 13 Trustee's signature.

14. **WHO IS REQUIRED TO BE A CONDUIT DEBTOR.** Unless otherwise ordered by the Court following a motion by a party in interest in a specific Case, any Debtor meeting the following criteria is required to participate in the Conduit Program and is designated as a Conduit Debtor:

(a) Any Debtor that is the monetary equivalent of two full monthly mortgage payments or more in arrears to a Mortgage Lender as of the Petition Date or Conversion Date and, in determining the monetary equivalent of the arrearage, a projected escrow shortage shall not be included in the computation;

(b) Any Debtor that defaults on payments to a Mortgage Lender during the pendency of the Case such that the Debtor is the monetary equivalent of two full monthly mortgage payments or more in arrears on Current Post-Petition Mortgage Payments to the Mortgage Lender, except that in a Case within 12 months of completion, the Trustee may elect not to require the Debtor to participate in the Conduit Program; or

(c) Any Debtor who elects to participate in the Conduit Program by including the Current Post-Petition Mortgage Payment in the Plan Payments and the Base Amount in (1) Section I, D.(2) of the Plan or (2) in a Plan Modification.

Once designated as a Conduit Debtor, the Debtor shall remain a Conduit Debtor until the payment in full of the Base Amount (even if the Mortgage Loan is modified), or until the Case is converted or dismissed, unless otherwise ordered by the Court.

15. **PROVISIONS REGARDING THE CONDUIT PROGRAM.** Unless otherwise ordered by the Court, the following provisions shall apply in the Case of a Conduit Debtor –

(a) **Additional Responsibilities of the Conduit Debtor** – In addition to all other responsibilities, duties, and obligations of the Debtor required by applicable law and rules, and this General Order:

(1) The Conduit Debtor shall include any Mortgage Arrearage(s), the Current Post-Petition Mortgage Payment(s) and any Mortgage Fees, plus the Trustee's Percentage Fee, in the calculation of the Plan Payment, and such amounts shall be included in the calculation of the Base Amount.

(2) The Conduit Debtor shall file an AAPD authorizing the Trustee to disburse the Current Post-Petition Mortgage Payments to the Mortgage Lender prior to confirmation.

(3) The Conduit Debtor is responsible for responding to and defending all motions for relief from the automatic stay. The Conduit Debtor is responsible for objecting to any proof of claim or any amended proof of claim filed by a Mortgage Lender, as well as any Notice of Payment Change by Mortgage Lender and/or any Notice of Fees, Expenses, and Charges. The Trustee is not obligated to but, within the Trustee's sole discretion, may object to

any proof of claim or amended proof of claim filed by or on behalf of a Mortgage Lender and may file a response to any motion for relief from the automatic stay, Notice of Payment Change by Mortgage Lender and/or any Notice of Fees, Expenses, and Charges.

(b) **Additional Responsibilities of the Mortgage Lender** – In addition to all other responsibilities, duties, and obligations of the Mortgage Lender required by applicable law and rules and this General Order:

(1) If the Mortgage Lender files a Notice of Fees, Expenses, and Charges and does not attach legible copies of any unpaid invoices to such Notice to substantiate the fees, expenses and charges requested, the Trustee or the Debtor may object to such Notice for that reason. Upon the earlier of (i) the expiration of the period of time for filing an objection to the Notice of Fees, Expenses, and Charges, or (ii) the entry of a Final Order allowing such fees, expenses and charges in whole or in part, the Trustee is authorized to pay them in full as a secured claim with no interest.

(2) If the Mortgage Lender files a proof of claim or amended proof of claim which includes pre-petition fees, expenses, or other charges as part of the claim amount and does not attach legible copies of any unpaid invoices substantiating same, the Trustee or the Debtor may object to the proof of claim or amended proof of claim for that reason.

(3) In the event there is a change in the name of the Mortgage Lender and/or the servicer for the Mortgage Lender and/or the address to which disbursements to the Mortgage Lender are to be sent, the Mortgage Lender shall file with the Court and serve on the Trustee, the Conduit Debtor and the Debtor's Counsel a notice substantively conforming with the form of the *Notice of Transfer of Servicing or Change of Address* posted on the website of each Trustee which are accessible through www.13network.com. If the Notice of Transfer of Servicing or Change of Address is not received by the Trustee at least 21 days prior to the Trustee's next disbursement date (but not including the disbursement date), the Trustee shall have no obligation or liability for recovering or requesting the refund of any funds disbursed within that 21 day period. The Debtor shall receive full credit for any such payment disbursed by the Trustee to or on behalf of the Mortgage Lender. All disbursements made more than 21 days after a Notice of Transfer of Servicing or Change of Address is filed shall be made in the name of and to the address set forth in such Notice if it conforms with the Notice of Transfer of Servicing or Change of Address.

(c) Other Applicable Provisions –

(1) In the event the Current Post-Petition Mortgage Payment changes during the term of the Plan or Plan Modification, the Mortgage Lender shall file a Notice of Payment Change by Mortgage Lender. After receiving same, the Trustee may send a Notice of Plan Payment Adjustment to the Conduit Debtor, Debtor's Counsel, and the Mortgage Lender. If the Notice of Payment Change by Mortgage Lender is timely and properly filed by the Mortgage Lender and indicates it was properly served, the Trustee shall disburse the Current

Post-Petition Mortgage Payment(s) consistent with the Notice of Payment Change by Mortgage Lender as of the effective date of the change set out therein, assuming there are available funds in the Case to do so, unless a Notice to Reserve Funds has been filed.

(2) If the Mortgage Lender files a proof of claim or an amended proof of claim that sets out a Mortgage Arrearage, a Mortgage Fee, or a Current Post-Petition Mortgage Payment in an amount different than the amount used to calculate the Plan Payment, the Trustee may recalculate the Plan Payment and Base Amount and serve a Notice of Plan Payment Adjustment.

(3) In the event of an adjustment to the monthly Plan Payment or the Base Amount due to the Trustee as a result of (i) the filing of a proof of claim or amended proof of claim by the Mortgage Lender, (ii) the filing of a Notice of Payment Change by the Mortgage Lender after it becomes effective pursuant to Rule 3002.1, (iii) the filing of a Notice of Fees, Expenses, and Charges, (iv) an insufficiency in the Base Amount necessary to disburse a full, final Current Post-Petition Mortgage Payment, and/or (v) the entry of an order of the Court, the monthly Plan Payment, the Base Amount and/or the Plan Term may be automatically adjusted by the Trustee by the amount of the required payment adjustment, plus the Trustee's Percentage Fee, without the necessity of filing an amended AAPD, an amended Plan or a Plan Modification to effectuate the adjustment of the Plan Payment. The Trustee will notify the Debtor of any change in the Plan Payment by filing and serving a Notice of Plan Payment Adjustment on the Debtor and the Debtor's Counsel. Unless otherwise ordered by the Court, the amount set out in the Notice of Plan Payment Adjustment is the Plan Payment as of the effective date contained therein and the amount of the monthly payment due to the Mortgage Lender set out in the Notice of Plan Payment Adjustment is the amount the Trustee shall disburse to the Mortgage Lender from available funds in the Case.

(4) Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if the Conduit Debtor is current on Plan Payments or the payments due pursuant to any wage directive, the Mortgage Loan shall be deemed current post-petition.

(5) Pre-confirmation, the Trustee may make Current Post-Petition Mortgage Payments to the Mortgage Lender, as identified by the Conduit Debtor, at the address provided by the Conduit Debtor, in the amount stated by the Conduit Debtor and utilizing the account number provided by the Conduit Debtor, pursuant to an AAPD authorizing such payments, without the necessity of the Mortgage Lender filing a proof of claim or having a proof of claim filed on its behalf.

(6) Following the entry of an order confirming the Plan, the Trustee shall make Current Post-Petition Mortgage Payments to the Mortgage Lender only if a proof of claim is filed and has not been disallowed. However, the Trustee will reserve the Current Post-Petition Mortgage Payments received until either (a) the date the Mortgage Lender's proof of claim is timely filed as set out in Rule 3002(c) of the Bankruptcy Rules of Procedure or (b) the expiration of the extended Claims Bar Date set out in Rules 3004 and 3005 of the Bankruptcy

Rules of Procedure. In the event no proof of claim is filed by or on behalf of the Mortgage Lender within the time periods set out above, the reserve will be removed and the Trustee may disburse any reserved funds to other claimants.

(7) As appropriate, the Trustee may adjust the number of ongoing mortgage payments required in any Order confirming a Plan or Order approving a Plan Modification.

(8) Notice to Reserve Funds:

(A) Any party in interest may file and serve a Notice to Reserve Funds if, and only if, the following is filed: (i) an objection to a Notice of Payment Change by Mortgage Lender; (ii) an objection to a Notice of Fees, Expenses, and Charges; (iii) an objection to a proof of claim or amended proof of claim filed by or on behalf of the Mortgage Lender; and/or (iv) an adversary disputing the validity, priority, and extent of the lien asserted by the Mortgage Lender. The Trustee is not obligated to but may, in the Trustee's sole discretion, file a Notice to Reserve Funds. A form of this Notice to be used by parties, other than the Trustee, is posted on the website of each Trustee which are accessible through www.13network.com. Such Notice may be filed only as permitted in this General Order.

(B) The Notice to Reserve Funds must be filed with the Court in the Case (as opposed to an ancillary proceeding) and served on the Mortgage Lender, the Conduit Debtor, the Debtor's Counsel and the Trustee and, if filed by a party other than the Trustee, must be received by the Trustee no less than 5 days prior to the Trustee's scheduled disbursement date. If a Notice to Reserve Funds is filed, the Trustee will reserve funds specified in the Notice which would otherwise be disbursed to the Mortgage Lender until an order of the Court is entered instructing the Trustee how to disburse the funds.

(C) A Notice to Reserve Funds is without prejudice to the rights of any party in interest to request other and further relief from the Court, including, but not limited to, an order of the Court to authorize or compel the Trustee to disburse any reserved funds.

(9) If any party in interest files a proceeding described in Section 15(c)(8)(A) of this General Order, the Conduit Debtor shall continue remitting the Plan Payment to the Trustee and the Trustee shall continue disbursements to the Mortgage Lender, unless a Notice to Reserve Funds is filed or unless otherwise ordered by the Court. In the event a party in interest is successful with regard to such proceeding but no Notice to Reserve Funds is filed, the Trustee may, but is not obligated to, request or obtain a refund of any payments to the Mortgage Lender disbursed by the Trustee prior to the resolution of the filed objection or lien avoidance adversary.

(10) Each Trustee shall develop the internal procedures for the administration of the Conduit Program which will be applicable to all Conduit Cases administered by the Trustee, unless otherwise ordered by the Court.

16. **TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS AND PLAN MODIFICATION, IF REQUIRED.**

(a) As soon as practicable after the governmental Claims Bar Date, the Trustee may prepare and serve on Debtor, Debtor's Counsel, all creditors who were scheduled, all creditors who filed claims, and any party that has filed a Notice of Appearance, a TRCC, and a Notice of Hearing thereon. The TRCC may include notice of a pre-hearing conference if one is scheduled by the Trustee. The TRCC may be deemed in part to be an objection to claims pursuant to Bankruptcy Rule 3007(d) and (e). Service of the TRCC on any agency or office of the United States of America will comply with the provisions of Rule 7004 of the Bankruptcy Rules of Procedure.

(b) The TRCC may list and propose disallowance of any claims scheduled but not filed.

(c) Objections to the TRCC shall be filed within 30 days from the date of Service of the TRCC.

(d) The TRCC may contain a proposed Plan Modification.

(e) Unless an objection is timely filed as to the amount or classification of any claim or to any Plan Modification, the claim or Plan Modification will be allowed or approved as described in the TRCC, and such amount and classification will be final and binding on all parties without further order of the Court.

(f) The TRCC shall include a notice of the time, date, and location of the court hearing on any objection, as well as the time, date, and location of the Trustee's pre-hearing conference, if any. If no objection is timely filed, no Trustee's pre-hearing conference or Court hearing will be held. Matters resolved at or before the pre-hearing conference or prior to the setting on the Court's docket may be presented to the Court by the Trustee in the form of an Agreed Order prior to, at, or after the scheduled court hearing.

(g) All unresolved objections to the TRCC shall be deemed waived if —

(1) not timely filed and served as provided above; or

(2) the Trustee sets a pre-hearing conference, and the proponent of any such objection fails to attend the Trustee's pre-hearing conference or give the Trustee prior written notice that a hearing is necessary.

(h) The TRCC will not affect value of Collateral, treatment under the Plan unless modified, or interest rate determined at confirmation, but may show these for information only.

(i) To the extent secured and/or priority claims being paid through the Plan by the Trustee are allowed in amounts in excess of the amounts provided for in the Plan, the Plan

will be promptly modified to provide for full payment of the allowed amount except as otherwise provided in this General Order or by order of the court.

(j) After the order approving the TRCC becomes final, if the Plan becomes infeasible and/or insufficient, it shall constitute cause to dismiss the Case.

17. **LIENS AND CLAIMS AGAINST THE PRINCIPAL RESIDENCE OF THE DEBTOR.**

(a) For the avoidance of doubt, pursuant to this General Order, Federal Bankruptcy Rule of Procedure 3002.1 regarding filing a Notice of Fees, Expenses, and Charges applies to an HOA with a lien on the Principal Residence of the Debtor.

(b) Any claimholder with a claim secured by the Debtor's Principal Residence, whether statutory or consensual, that is not subject to Rule 3002.1 must file a notice of any fees, expenses, and charges ("**Notice**"). Such Notice must be filed and served within 180 days after the fees, expenses, and charges are incurred or such fees, expenses, and charges may be disallowed by the Court. The Notice must include the date each fee, expense, or charge was incurred, the amount, and a description of each fee, expense, and charge. A party-in-interest may request a determination of the amount of the fees, expenses, and charges pursuant to Federal Rule of Bankruptcy Procedure 3012. The appropriate pleading or plan must be filed within 90 days of the date the Notice is filed, unless a different deadline is ordered by the Court. Upon the earlier of (i) the expiration of the period of time for filing a request to determine the amount of the fees, expenses, and charges set out in the Notice or (ii) the entry of a Final Order allowing the fees, expenses, and charges in whole or in part, the Trustee may pay them in full as a secured claim with no interest as set out in paragraph U., level 10 in the Chapter 13 Plan form for this district. A claimholder that is a governmental unit is not required to comply with this provision of the General Order, but to avoid confusion, a party holding a lien acquired from or transferred by a governmental unit is.

(c) All hearings regarding Rule 3002.1 or any Notice filed pursuant to subpart (b) shall be set on the regularly scheduled Chapter 13 docket unless the parties request a special setting with notice to the Chapter 13 Trustee of such request.

18. **DISBURSEMENT BY THE TRUSTEE UPON DISMISSAL OR CONVERSION.**

(a) If the Case is dismissed pre-confirmation, any balance on hand shall be disbursed by the Trustee as provided in the AAPD for one disbursement cycle or as otherwise ordered by the Court, and any remaining balance shall be paid to any remaining attorneys' fees. If all the attorneys' fees have been paid, the amount will be refunded to the Debtor. If a Case is dismissed after confirmation, the Trustee shall disburse any balance on hand as provided in the confirmed Plan or court approved Plan Modification for one disbursement cycle and then refund the remaining balance to the Debtor. Upon request, the Court may retain jurisdiction upon

dismissal to allow for fee requests to be filed and paid prior to the closing of the Case. Any such fee requests shall be filed within fourteen (14) days following the dismissal of the Case.

(b) In the Case of a Conduit Debtor, if a Case is dismissed and there is a balance on hand in any amount that is less than one full Current Post-Petition Mortgage Payment, the Trustee may, but is not required to, disburse those funds to claimants other than the Mortgage Lender.

(c) If the Case converts to another Chapter of the Bankruptcy Code, any balance on hand will be disbursed by the Trustee in accordance with applicable law.

19. **OBLIGATION TO NOTIFY.** Debtor must notify the Trustee of any material increase in the Debtor's personal or household income and of the acquisition of any property of the estate with a value exceeding the Trustee's guidelines, the sale of any property post-petition, and/or of the receipt of any life, auto, or home owner's insurance proceeds in an amount that exceeds the Trustee's guidelines.

20. **IRS REFUNDS.**

(a) See Section 362(b)(26) of the Bankruptcy Code for setoff rights by the IRS.

(b) Each year, upon filing, the Debtor shall remit to the Trustee a complete copy of any tax return filed with the Internal Revenue Service during the bankruptcy proceeding.

(c) If the Debtor receives a tax refund, after any allowable IRS offset or offset under the Treasury Offset Program, any amount in excess of $2000 shall be deemed as "the excess tax refund."

(d) The Trustee may file a Plan Modification to increase the Base Amount by the excess tax refund for the benefit of the allowed general unsecured creditors.

(e) If the Debtor files an objection to the Trustee's Plan Modification, at least 3 business days prior to any hearing on the Plan Modification, the Debtor shall provide to the Trustee –

(1) A detailed written narrative by the Debtor or the attorney for the Debtor explaining the Debtor's need for the excess tax refund and, if required by the Trustee, an affidavit or other sworn statement signed by the Debtor attesting to such need; and

(2) Supplemental documentation to support the Debtor's written narrative, sworn statement or affidavit including, but not limited to, receipts, bids, and proof of any payments made with the tax refund.

21. **COMPENSATION AND EXPENSE REIMBURSEMENT TO DEBTOR'S COUNSEL IN CHAPTER 13 CASES.**

(a) The Debtor's Counsel shall be the attorney of record from the earlier of (1) the filing of the petition for relief under Chapter 13, if signed by the attorney; (2) the filing of a notice of appearance on behalf of the Debtor, if the Debtor was pro se; or (3) the date of the substitution of counsel, if the Debtor filed the Case with other counsel, until the closing or dismissal of the Case, including disposition of any motion to reinstate, unless relieved of representation by order of the Court.

(b) Unless otherwise ordered by the Court, this General Order governs the **STANDARD FEE** and **BUSINESS STANDARD FEE**, as described herein, of Debtor's Counsel in Cases filed on or after the Effective Date. This General Order also governs the recovery of **ADDITIONAL FEES** in Cases filed prior to and after the Effective Date if all or a substantial portion of the service was rendered after the Effective Date. The Court presumes that the Standard Fee, Business Standard Fee, and Additional Fees are reasonable.

(c) **STANDARD FEE** – In a non-business Case or a Level 1 Business Case, the Court presumes $4,250.00 (the "**Standard Fee**") as reasonable compensation and reimbursement of expenses for the Debtor's Counsel in accordance with 11 U.S.C. §330(a)(3)(B). The Court will therefore allow the Standard Fee, in addition to any Bankruptcy Clerk filing fees and the cost of a credit report for each Debtor (collectively, the "**Costs**"), in a non-business Case or a Level 1 Business Case, without the requirement of an application for compensation under 11 U.S.C. §330 and Rule 2016.

(d) **BUSINESS STANDARD FEE** - In a Level 2 Business Case, the Court presumes $5,000.00 is reasonable compensation and reimbursement of expenses for the Debtor's Counsel under 11 U.S.C. §330(a)(3)(B) (the "**Business Standard Fee**"). The Court will allow the Business Standard Fee, plus Costs as described above, in a Level 2 Business Case without the requirement of an application for compensation under 11 U.S.C. §330 and Rule 2016. The Trustee, in his/her discretion, may designate a Case as a Level 2 Business Case when any of the following factors are present: (1) the Debtor's monthly gross receipts, or the monthly gross receipts of any sole proprietorship, corporation, partnership, LLC, etc. controlled by the Debtor, are $10,000.00 or more; (2) the Debtor incurs trade credit in the production of income that is not paid in full every month; (3) the business has any employees other than the Debtor; (4) the business has a liquor license; or (5) any other reason that, in the opinion of the Trustee, justifies a more thorough investigation than is possible at a Section 341 Meeting.

(e) The following services will be included in the **STANDARD FEE** and **BUSINESS STANDARD FEE.** These fees include all service costs and expenses associated with the legal services listed below, other than the Costs described above. The services listed include (1) the filing of documents and pleadings with the appropriate court, where applicable; (2) attendance at any hearing and any continuances or resets of same; (3) attendance at any pre-hearing conference, if required and noticed by the Trustee, and any continuances or resets of

same; (4) preparation and service of any exhibits; and (5) preparation of and submission of any orders:

(1) All conferences with the Debtor, including timely responses to Debtor inquiries, whether by telephone or in writing, including by email or text;

(2) Preparation of the Petition, including an emergency Petition; Schedules; Statement of Financial Affairs; Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period (Official Form 122C-1); Chapter 13 Calculation of Your Disposable Income (Official Form 122C-2); Chapter 13 Plan; Plan related documents; and AAPD;

(3) Providing to the Trustee a signed Authorization to Release Information to the Trustee Regarding Claims and, if required by the Trustee, a Mandatory Wage Directive Form and/or TFS Selection or similar form;

(4) Representation of the Debtor at the Section 341 Meeting and any continued or reset meetings;

(5) Representation of the Debtor at any confirmation hearing and at any pre-hearing conference if required and noticed by the Trustee;

(6) Preparation of customary documents, notices, pleadings, and responses, including the filing and service of same, and attendance at all related hearings and/or pre-hearing conferences if required and noticed by the Trustee, on matters including:

(A) Suggestions of bankruptcy or other similar notifications;

(B) Motions for an emergency refund of Plan Payments;

(C) Objections to proofs of claim and/or the TRCC;

(D) Notices to creditors explaining the automatic stay;

(E) Communications to the Debtor explaining the Trustee's annual or semi-annual report, a Mid-Case Notice of Amount Deemed Necessary to Cure Mortgage Arrearage, and/or a Notice of Final Cure;

(F) Motions to extend or shorten time and motions for an expedited hearing;

(G) Requests for the Trustee to reset the Section 341 Meeting;

(H) Amendments of the Schedules, Statement of Financial Affairs, and any other pleadings or documents;

(I) All general Case-related correspondence;

(J) Notices or motions to convert the Case;

(K) Motions regarding the manner of the Debtor's attendance at the Section 341 Meeting; and/or

(L) Notices to Reserve Funds;

(7) Preparation of and representation of the Debtor on a Motion to Dismiss the Case filed on behalf of the Debtor or responding to and representation of the Debtor regarding any Motion to Dismiss or Notice of Intent to Dismiss the Case filed by the Trustee or another party;

(8) Assisting the Debtor in providing necessary information to the Trustee for the completion of a wage directive and review of same, if required, or a Mandatory Wage Directive Form and/or TFS Selection or similar form, if required by the Trustee;

(9) Budget consultations;

(10) Making and performing, or assisting the Debtor in making or performing, the disclosures and duties required by 11 U.S.C. §§521, 527, 528, and 1308;

(11) Assisting the Debtor in providing to the Trustee, for each year the Case is pending, the tax return filed by the Debtor with any federal or state tax collecting agency or any request for an extension of the time to file said return or a certification stating that no return is required by law. The Debtor's Counsel shall submit a copy of the return, extension, or certification provided to him/her by the Debtor to the Trustee. The following information shall be redacted from all tax returns or extensions prior to submission to the Trustee: (a) all but the last four digits of the social security number of the Debtor, (b) the name of any minor child, (c) the social security number of any minor child, and (d) any bank routing or account numbers;

(12) Responding to and representing the Debtor with regard to any motion to dismiss the case filed by the Trustee for failure to file any tax return or to provide the Trustee with a copy of any tax return, a request for an extension of time to file a tax return, or a certification stating that no return is required by law;

(13) Responding to and representing the Debtor on two motions for relief from the automatic stay filed in the Case by a party other than the Debtor. The guidelines assume the resolution of each lift stay motion by agreement or by a contested hearing (at either the preliminary hearing or final hearing, or both) lasting up to 30 minutes per hearing for each motion;

(14) Taking all steps reasonably necessary to ensure that the Debtor receives a discharge in the Case other than defending an adversary proceeding objecting to discharge or dischargeability (see paragraph 21(h) of this General Order regarding adversary proceedings);

(15) Negotiating, signing, and timely submitting to the Trustee all letter agreements and stipulations resolving objections to confirmation; and

(16) Other miscellaneous normal, customary services, including correspondence to the Debtor and review of correspondence from the Debtor, communication with the Trustee and the Trustee's office, communication with the Bankruptcy Clerk, communication with the US Trustee, and any communications with any party regarding an audit pursuant to 28 U.S.C. §586(f).

(f) In addition to the legal services and tasks listed above, the following additional legal services and tasks shall be included in the **BUSINESS STANDARD FEE**:

(1) Assisting the Debtor in preparation and submission to the Trustee of monthly profit and loss statements if required by the Trustee and any other documents required by the Trustee regarding the operation or profitability of any business operated by the Debtor; and

(2) Attendance at the Level 2 Business Case meeting, if required by the Trustee, and any continuations or resets of same.

(g) **ADDITIONAL FEES** -

(1) Provided the Debtor agrees and there is no objection by any other party, and notwithstanding any other provision of this General Order, for certain matters not included in the Standard Fee or the Business Standard Fee, and to encourage uniformity and consistency and to minimize the expense of the fee application process, the Court will approve the Additional Fees described herein upon the filing of a Notice of Additional Fees and Rule 2016 Disclosure. Parties in interest will have 14 days from the date of the service of such Notice to file and serve and objection to same. If no timely objection is received, the Additional Fees set out in the Notice may be deemed allowed and payment may be made directly by the Debtor or through the confirmed Plan as set out in the Notice without further order of the Court.

(2) The Notice of Additional Fees shall be considered to satisfy the requirements of 11 U.S.C. §§329 and 330, Rule 2016 and any Local Rules regarding professional fees. The Notice of Additional Fees must be served on the Debtor, the Trustee, the United States Trustee, and any party in interest affected by the Additional Fees unless the payment of the Additional Fees will not result in any change in the amounts to be distributed to that creditor.

(3) If allowed, the Additional Fees may be disbursed by the Trustee or disbursed directly by the Debtor to the Debtor's Counsel for services rendered (see paragraph 21(i) of this General Order regarding disbursements by the Debtor to the Debtor's Counsel). In the event there is an objection to the Notice of Additional Fees, if those fees or any part thereof are allowed by the Court, then the allowed Additional Fees may be disbursed upon order of the Court.

(4) The fees for services listed include: (a) preparation and filing of documents and pleadings with the appropriate court; (b) preparation and filing of any required

amended Schedules, including Schedules I and J; (c) preparation and service of any exhibits; (d) preparation of and submission of any orders; and (e) preparation and filing of the Notice of Additional Fees. Each Additional Fee includes service costs and other expenses, except for court filing fees. Each Additional Fee includes attendance at all Court hearings and any pre-hearing conference, if required and noticed by the Trustee, including all continuances and resets of all hearings. For purposes of this paragraph 21(g) of this General Order, if Schedules I and J have been filed within 90 days of the filing of the pleading described below and there would be no material changes to these Schedules, no amendment is required unless otherwise requested by the Trustee or other party in interest.

(5) The Debtor's Counsel may apply for fees and costs in addition to those listed below by filing a separate fee application pursuant to paragraph 21(h) of this General Order.

(6) The Debtor's Counsel's signature and filing of the Notice of Additional Fees is a representation to the Court that each Debtor consents to the payment of the Additional Fee and a representation to the Court that the requested Additional Fee is not necessary due to the error or negligence of the Debtor's Counsel.

(7) **THE COURT PRESUMES THE ADDITIONAL FEE OF $650.00 IS REASONABLE FOR THE FOLLOWING SERVICES:**

Preparation of and representation of the Debtor regarding post-confirmation Plan Modifications filed by the Debtor: (1) to cure a Plan Payment arrears after the Trustee has filed a Notice of Intent to Dismiss or Motion to Dismiss; (2) to change the amount to be paid to unsecured creditors; (3) to surrender real or personal property; (4) to provide for or modify the payment to a creditor; or (5) post-confirmation, to bring the Debtor into the Conduit Program. For the sake of clarity, the preparation of any documentation ancillary to such post-confirmation Plan Modification, including any required amendment to the Schedules, the submission of any additional information requested by the Trustee, and any response to a Notice of Intent to Dismiss or Motion to Dismiss related to the proposed Plan Modification are all included within the $650 Additional Fee.

(8) **THE COURT PRESUMES THE ADDITIONAL FEE OF $450.00 IS REASONABLE FOR EACH OF THE FOLLOWING SERVICES:**

(A) Representation of the Debtor in a Case in which the Debtor will receive notices pursuant to Federal Rule of Bankruptcy Procedure 3002.1. This Additional Fee shall include (1) review by the Debtor Counsel of 3002.1 notices, if any; (2) response to and representation of the Debtor on any 3002.1 notice, if required; (3) review and objection to any proof of claim filed by a Mortgage Lender or HOA; and (4) the filing of a Plan or Amended Plan, pre-confirmation, to bring the Debtor into the Conduit Program. This Additional Fee may not be requested if the Debtor surrenders the Principal Residence at or prior to confirmation. This Additional Fee may be requested **ONLY ONCE** in any Case.

(B) Responding to and representing the Debtor regarding a post-confirmation Plan Modification filed by the Trustee or the holder of an unsecured claim. This Additional Fee includes any amendment to the Schedules, including Schedules I and J, required in conjunction with the proposed modification and the submission of any additional information or documentation requested by the proponent. This Additional Fee includes responding to any Plan Modification filed by the Trustee, including a Plan Modification related to an excess tax refund, an increase in gross income, or an increase in the amount to be distributed to unsecured creditors.

(C) Preparation of and representation of the Debtor regarding any motion to sell real or personal property, including any amendments to the Schedules, including Schedules A, B, and C.

(D) Preparation of and representation of the Debtor regarding any motion to incur debt (other than a Chapter 13 Debtor's Request to Incur Debt to purchase a vehicle, see paragraph 21(g)(9)(C)), including any amendments to the Schedules, including Schedules I and J.

(E) Responding to and representation of the Debtor regarding a motion for relief from the automatic stay filed by a party other than the Debtor (after two motions to lift stay have been defended, which are included within the Standard Fee or the Business Standard Fee), except a motion for relief from the automatic stay if the Collateral which is the subject of the motion was listed as a surrender in the Plan or Plan Modification, or filing and representing the Debtor on a motion for relief from the automatic stay filed by the Debtor. If the motion is filed on behalf of the Debtor, Debtor's Counsel may also recover any filing fee required by the Court.

(F) Preparation of and representation of the Debtor regarding any motion to modify or refinance the Debtor's mortgage, including any amendments to the Schedules, including Schedules I and J. If the Debtor participates in the Bankruptcy Loan Modification Program adopted by this Court, the Debtor's Counsel is entitled to the approved fees set out in that Program which are described in General Order 2019-01 as it may be amended from time to time, instead of this Additional Fee. In addition, when seeking approval of a mortgage loan modification in a Chapter 13 Case, Debtor's Counsel should also review Clerk's Notice 09-03 *Notice Regarding Procedure for Obtaining Approval of Mortgage Loan Modifications in Chapter 13*.

(G) Preparation of and representation of the Debtor regarding any motion to approve a compromise and settlement agreement filed in the Case related to the settlement of an adversary proceeding or a matter pending in a court other than the bankruptcy court.

(9) **THE COURT PRESUMES THE ADDITIONAL FEE OF $200.00 IS REASONABLE FOR EACH OF THE FOLLOWING SERVICES:**

(A) Preparation of and representation of the Debtor regarding a Motion to Extend or Impose the Automatic Stay.

(B) Preparation of and representation of the Debtor regarding a post-confirmation motion to reinstate the Case.

(C) Preparation of and representation of the Debtor regarding a Chapter 13 Debtor's Request to Incur Debt (to purchase a vehicle).

(h) **FEE APPLICATION REQUIRED**. The Debtor's Counsel may request the allowance and payment of fees and expenses set out in this sub-part by the filing of a fee application ("**Fee Application**"). In the Fee Application, Debtor's Counsel must include applicable time records, must include a lodestar analysis and must comply with all applicable provisions of the Bankruptcy Code, all federal and local rules, and the Court's Guidelines for Compensation and Expense Reimbursement of Professionals (Standing Order 2000-7). A copy of any Fee Application shall be served on all parties listed on the mailing matrix maintained by the Bankruptcy Clerk as of the time the Fee Application is filed, as well as the Trustee and the United States Trustee. Allowance of fees and expenses pursuant to this provision shall be by separate order of the Court which must specifically state the amount allowed and whether the allowed fee will be disbursed by the Trustee or will be disbursed directly by the Debtor to the Debtor's Counsel. The Debtor's Counsel's signature and filing of the Fee Application is a representation to the Court that each Debtor consents to the payment of the requested fees and a representation to the Court that the requested fees are not necessary due to the error or negligence of the Debtor's Counsel. The fee for preparing the Fee Application may not exceed the amounts set out below and should be calculated based on the actual amount of time required to prepare the fee application, if this results in a smaller fee. Fees and expenses may be requested pursuant to this provision in the following circumstances:

(1) **General Case Fee Application** - The Debtor's Counsel may request attorney's fees and expenses exceeding the Standard Fee or Business Standard Fee by filing a Fee Application describing what significant work was done over and above the customary amount of work, the time required for the additional work, any specific problems encountered or complexities involved, and the hourly rate requested. For the preparation of such a fee application, the Court will not approve a fee exceeding $700.

(2) **Specific Matter Fee Application** – The Debtor's Counsel may request an increase in attorney's fees and expenses on a matter described in paragraph 21(g) of this General Order as an Additional Fee matter by filing a Fee Application describing what significant work was done over and above the customary amount of work, the time required for the additional work, any specific problems encountered or complexities involved, and the hourly rate requested. The Court will not approve any fees for the preparation of this Fee Application.

(3) **Hourly Fees** – The Debtor's counsel may request attorney's fees and expenses in lieu of either the Standard Fee or the Business Standard Fee for representation of

the Debtor in the entire case or for any service otherwise not described in paragraph 21 of this General Order. Examples of such services include preparation and representation of the Debtor regarding (a) a Motion to Use Cash Collateral in a Level 2 Business Case and (b) representation of the Debtor in an adversary proceeding. For the preparation of a such a Fee Application, the Court will not approve a fee exceeding $700.

(i) Any Fee Application or Notice of Additional Fees and Rule 2016 Disclosure which includes a request that the Court authorize the Debtor to pay applicable fees or expenses directly to the Debtor's Counsel, must specify direct payment treatment and any related order on a Fee Application must specifically authorize such direct payment treatment. Otherwise said fees and expenses will be disbursed by the Trustee.

(j) If Debtor's Counsel receives a post-petition retainer or payment of any kind from or on behalf of the Debtor, it must be disclosed to the Court. The retainer or payment must be deposited in the attorney's IOLTA account and cannot be withdrawn until the fee is approved. All other requirements of the applicable provisions of the Bankruptcy Code and Rule 2016 must be satisfied.

(k) In order to pay any allowed fees and reimburse allowed expenses to the Debtor's Counsel, the Trustee may, but is not required to, increase the Base Amount, Plan Payment, and/or term of the Plan as needed. The Trustee will notify the Debtor of any change by filing with the Court and serving a Notice by Trustee of Increased Plan Base, Plan Term and/or Plan Payment on the Debtor and the Debtor's Counsel.

(l) Additional Fees shall be requested by the filing of a Notice of Additional Fees and Rule 2016 Disclosure. Other fees shall be requested by the filing of a Fee Application.

(m) The Trustee or any other party may object to the allowance or payment of any fees applied for or noticed by the Debtor's Counsel, including any Additional Fees.

(n) This General Order does not apply to a Chapter 13 Case once it is converted to a Case under Chapter 7 of the Bankruptcy Code. Upon entry of an order converting a Case to Chapter 7, the amount and manner of payment of compensation for an attorney for Chapter 7 related services is a matter between the Debtor and Debtor's Counsel, subject to the Court's review.

22. **COMPENSATION AND EXPENSE REIMBURSEMENT TO CREDITOR ATTORNEYS IN CHAPTER 13 CASES.**

(a) The recovery of fees and/or expenses by a Mortgage Lender or HOA will be recouped through the filing of a Notice of Fees, Expenses, and Charges pursuant to Bankruptcy Rule 3002.1 (c) and (d) and subject to determination under (e). The failure of a Mortgage Lender or HOA to comply with Bankruptcy Rule 3002.1 will result in the denial of any such fees and/or expenses.

(b) For any fees and/or expenses sought to be reimbursed from the Debtor or the Debtor's estate by any secured creditor for its attorneys' fees and costs, the Court deems reasonable compensation to be the lesser of (1) the actual amount paid or to be paid by the creditor to its attorney and (2) the greater of (i) the maximum attorney's fees that Fannie Mae allows for legal work related to bankruptcy services provided on Fannie Mae whole mortgage loans reflected in the Fannie Mae *Servicing Guide* and (ii) the maximum attorney's fees that Freddie Mac allows for legal work related to bankruptcy services provided on Freddie Mac whole mortgage loans reflected in the Freddie Mac *Servicing Guide*, without prejudice to the Trustee, the Debtor, or any other party contesting entitlement to the fees, or the reasonableness of the amount or mode of payment of the fees and expenses. Allowance of fees and/or expenses in amounts greater than those allowed by Fannie Mae or Freddie Mac shall be by separate order of the Court pursuant to paragraph 22(a) or if Bankruptcy Rule 3002.1 does not apply, then by the filing of a separate motion requesting approval of such additional fees and/or expenses. The submission of an agreed order containing a provision providing for the creditor's recovery of attorney's fees in a pending bankruptcy Case shall constitute an affirmative representation to the judges of this Court by all signatories to the agreed order that there is objective evidence supporting a finding that the creditor has a properly perfected lien and is over secured or is otherwise legally entitled to recover such fees. Upon the entry of the agreed order, such submission shall also constitute an affirmative representation by the creditor and its counsel that the attorney's fees provided for in the order do not exceed the amount of the fees actually paid or to be paid to the creditor's counsel.

(c) If the fees and costs will be disbursed by the Trustee, he/she is authorized to file and serve a Notice by Trustee of Increased Plan Base, Plan Term and/or Plan Payments, if necessary.

23. **MONTHLY STATEMENTS WILL NOT VIOLATE THE AUTOMATIC STAY.** Unless the Debtor or Debtor's Counsel has notified the creditor, in writing, to discontinue sending post-petition statements, a creditor will be deemed not to have violated the automatic stay by voluntarily continuing to send the Debtor the usual and customary monthly statements concerning the Debtor's accounts. A creditor claiming a lien on real property and whose lien is provided for with "direct" payments in the Plan shall continue to send the Debtor regular payment statements, invoices, or other memoranda of regular payments due after the Petition Date or Conversion Date, if it was the practice of the creditor to send the Debtor such statements before the Petition Date or Conversion Date, and the continued sending of these payment statements, invoices, or other memoranda of regular payments will be deemed not to violate the automatic stay.

24. **PURCHASE OR LEASE OF A VEHICLE WHILE THE CASE IS PENDING.**

(a) If the Debtor wishes to purchase a vehicle, the Debtor has the option to proceed in one of two ways. The Debtor may file a Motion to Incur Debt and obtain Court

approval of the purchase OR the Debtor may submit a Request to Incur Debt to the Chapter 13 Trustee in which case Court approval of the purchase is not required if the following criteria, established by the Court, are met prior to the purchase of the vehicle and the purchase is approved by the Trustee:

1. The loan for the purchase of the vehicle cannot exceed $30,000;
2. The monthly payment amount cannot exceed $650.00;
3. The interest rate cannot exceed 21%;
4. The purchase agreement may not include a vehicle warranty or any type of additional insurance, such as disability insurance, GAP insurance, etc.; and
5. The vehicle may not be a luxury vehicle, even if it is old.

If submitting a Request to Incur Debt to the Chapter 13 Trustee, the Debtor shall complete the "Chapter 13 Debtor's Request to Incur Debt" ("Request"), which is available on the Trustee's website, and submit same to the Trustee. The Debtor also must submit a buyer's order or sales contract to the Trustee contemporaneously with the Request.

If the Request is approved by the Chapter 13 Trustee, the Trustee's office will file a "Notice of Trustee's Approval of the Chapter 13 Debtor's Request to Incur Debt to Purchase a Vehicle." If the Request is not approved by the Chapter 13 Trustee, the Trustee's office will advise the Debtor's Counsel if additional information is required or that the Request will not be approved. **IF THE CHAPTER 13 TRUSTEE DOES NOT APPROVE THE REQUEST, THE DEBTOR MAY FILE A MOTION TO INCUR DEBT AND SEEK COURT APPROVAL OF THE PROPOSED PURCHASE AGREEMENT, WHICH MOTION MAY BE APPROVED AND GRANTED BY THE COURT.**

(b) The Debtor has the burden of proof on the issue of feasibility. The Debtor must file amended Schedules I and J any time approval of a vehicle purchase is sought, whether by Motion or Request.

(c) Attorney fees for the Debtor's Counsel on a Motion or a Request to Incur Debt shall be approved pursuant to the procedures set out in this General Order or any amendments to same. If the Debtor submits a Request to Incur Debt that is denied by the Trustee and subsequently files a Motion to Incur Debt, the total attorney fee that may be requested is the fee set out in paragraph 21(g)(8)(D) in this General Order for a Motion to Incur Debt. Representation of the Debtor on such Motion or Request constitutes a representation by the Debtor's Counsel to the Court that the source of payment of any attorney fees is the Debtor and not a third party. The approved attorney fees may be disbursed by the Chapter 13 Trustee to the Debtor's Counsel.

25. **CHAPTER 13 DISCHARGE.**

(a) When a Debtor completes all payments to the Trustee required by the Plan, the Trustee will file a *Notice of Completion* with the Court. No Order of discharge will be submitted by the Trustee until the Debtor has filed *Debtor(s) Certification and Motion for Entry of Chapter 13 Discharge Pursuant to 11 U.S.C. § 1328(a)*[3] (hereinafter "Certification and Motion") and the 21-day time for any objection has expired with no objection having been filed to the Certification and Motion. If the Certification and Motion is not filed, no Discharge Order will be submitted by the Trustee. If 21 days has passed after the filing of the Trustee's Notice of Completion with the Court and the Debtor has not filed a Certification and Motion, the Clerk will close the Case without a discharge. If the Debtor wishes to receive a discharge after the Case has been closed, the Debtor will be required to reopen the Case, pay the required filing fee, and promptly file the Certification and Motion.

(b) In a Conduit Case, when the Conduit Debtor completes all the payments required by the Plan and has paid the Base Amount in full, and an order of discharge is entered, the Conduit Debtor shall be deemed current on all payments of any kind due to the Mortgage Lender up through and including the date specified by the Trustee's records as the date through which the Trustee made the last Current Post-Petition Mortgage Payment to the Mortgage Lender and, as of that payment date, it shall be deemed that there are no payments owed to the Mortgage Lender, including, but not limited to, escrow shortages, late charges, attorney's fees, or other charges or costs.

###END OF ORDER###

[3] See Clerk's Notice 07-06 dated November 5, 2007.