

## **Local Rule 2016-3**

### **Applications for Compensation in Chapter 13 Cases**

(a) *Application for Compensation for Services Rendered Before Confirmation.* Counsel for a chapter 13 debtor may apply for compensation under either subdivision (1), (2) or (3) below.

(1) Short Form Application. Counsel for a chapter 13 debtor may file a short form application that conforms substantially to L.B.F. 2016-3A if the services were rendered:

(A) for a chapter 13 debtor with above - median income (the amount on line 15b of Official Form B122C-1 is not less than the amount on line 16c) and counsel will receive total compensation of \$5,300 or less for all services rendered before confirmation; or

(B) for a chapter 13 debtor with below - median income (the amount on line 15b of Official Form B122C-1 is less than the amount on line 16c) and counsel will receive total compensation of \$4,250 or less for all services rendered before confirmation.

(2) Application through the Chapter 13 Plan. Counsel for a chapter 13 debtor may elect to receive compensation without filing an application under subdivision (a)(1), subject to the following provisions:

(A) for a chapter 13 debtor with above - median income (the amount on line 15 of Form 122C-1 is not less than the amount on line 16) and counsel will receive total compensation of \$5,300 or less for all services rendered before confirmation, or

(B) for a chapter 13 debtor with below - median income (the amount on line 15 of Form 122C-1 is less than the amount on line 16) and counsel will receive total compensation of \$4,250 or less for all services rendered before confirmation, and

(C) Debtor's counsel states in Section 2(f) of the chapter 13 plan (L.B.F. 3015.1) that the counsel is seeking court approval of the compensation authorized by L.B.R. 2016-3(a)(2).

(3) Long Form Application. If counsel for a chapter 13 debtor is not authorized under subdivision (a)(1) to file a short form application for services rendered before confirmation, counsel shall file a long form application that conforms substantially to L.B.F. 2016-3B.

(b) *Application for Compensation for Services Rendered After Confirmation: Supplemental Application.* If counsel for a chapter 13 debtor renders services after confirmation and seeks compensation payable by the chapter 13 trustee, counsel shall file a supplemental application that conforms substantially to L.B.F. 2016-3C.

*(c) Periodic Adjustments.* The dollar amounts in effect under subdivision (a)(1) of this rule shall adjust automatically beginning in April of 2019 in the same percentage and on the same effective date as the adjustments made and published by the Judicial Conference of the United States under 11 U.S.C. § 104, rounded to the nearest \$25. Adjustments under this subdivision do not apply to cases commenced before the effective date of an automatic adjustment. The Clerk shall publish a notice of the adjustment on the Court's website.

L.B.F. 3015.1

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA

In re: Chapter 13  
Case No. \_\_\_\_\_

Debtor(s)

**Chapter 13 Plan**

- Original
- \_\_\_\_\_ Amended

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

**THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE**

**YOUR RIGHTS WILL BE AFFECTED**

You should have received from the court a separate Notice of the Hearing on Confirmation of Plan, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. **ANYONE WHO WISHES TO OPPOSE ANY PROVISION OF THIS PLAN MUST FILE A WRITTEN OBJECTION** in accordance with Bankruptcy Rule 3015 and Local Rule 3015-4. **This Plan may be confirmed and become binding, unless a written objection is filed.**

**IN ORDER TO RECEIVE A DISTRIBUTION UNDER THE PLAN, YOU  
MUST FILE A PROOF OF CLAIM BY THE DEADLINE STATED IN THE  
NOTICE OF MEETING OF CREDITORS.**

**Part 1: Bankruptcy Rule 3015.1(c) Disclosures**

- Plan contains non-standard or additional provisions – see Part 9
- Plan limits the amount of secured claim(s) based on value of collateral – see Part 4
- Plan avoids a security interest or lien – see Part 4 and/or Part 9

**Part 2: Plan Payment, Length and Distribution – PARTS 2(c) & 2(e) MUST BE COMPLETED IN EVERY CASE**

**§ 2(a) Plan payments (For Initial and Amended Plans):**

**Total Length of Plan:** \_\_\_\_\_ months.

**Total Base Amount** to be paid to the Chapter 13 Trustee (“Trustee”) \$ \_\_\_\_\_  
Debtor shall pay the Trustee \$ \_\_\_\_\_ per month for \_\_\_\_\_ months and then  
Debtor shall pay the Trustee \$ \_\_\_\_\_ per month for the remaining \_\_\_\_\_ months;

**or**

Debtor shall have already paid the Trustee \$ \_\_\_\_\_ through month number \_\_\_\_\_ and  
then shall pay the Trustee \$ \_\_\_\_\_ per month for the remaining \_\_\_\_\_ months.

- Other changes in the scheduled plan payment are set forth in § 2(d)

**§ 2(b) Debtor shall make plan payments to the Trustee from the following sources in addition to future wages (Describe source, amount and date when funds are available, if known):**

**§ 2(c) Alternative treatment of secured claims:**

- None.** If "None" is checked, the rest of § 2(c) need not be completed.
- Sale of real property**  
*See § 7(c) below for detailed description*
- Loan modification with respect to mortgage encumbering property:**  
*See § 4(f) below for detailed description*

**§ 2(d) Other information that may be important relating to the payment and length of Plan:**

**§ 2(e) Estimated Distribution:**

- A. Total Priority Claims (Part 3)
  - 1. Unpaid attorney's fees \$ \_\_\_\_\_
  - 2. Unpaid attorney's costs \$ \_\_\_\_\_
  - 3. Other priority claims (e.g., priority taxes) \$ \_\_\_\_\_
- B. Total distribution to cure defaults (§ 4(b)) \$ \_\_\_\_\_
- C. Total distribution on secured claims (§§ 4(c) &(d)) \$ \_\_\_\_\_
- D. Total distribution on general unsecured claims(Part 5) \$ \_\_\_\_\_
- Subtotal \$ \_\_\_\_\_
- E. Estimated Trustee's Commission \$ \_\_\_\_\_
- F. Base Amount \$ \_\_\_\_\_

**§2 (f) Allowance of Compensation Pursuant to L.B.R. 2016-3(a)(2)**

**By checking this box, Debtor's counsel certifies that the information contained in Counsel's Disclosure of Compensation [Form B2030] is accurate, qualifies counsel to receive compensation pursuant to L.B.R. 2016-3(a)(2), and requests this Court approve counsel's compensation in the total amount of \$ \_\_\_\_\_, with the Trustee distributing to counsel the amount stated in §2(e)A.1. of the Plan. Confirmation of the plan shall constitute allowance of the requested compensation.**

### Part 3: Priority Claims

**§ 3(a)** Except as provided in § 3(b) below, all allowed priority claims will be paid in full unless the creditor agrees otherwise.

Creditor	Claim Number	Type of Priority	Amount to be Paid by Trustee

**§ 3(b) Domestic Support obligations assigned or owed to a governmental unit and paid less than full amount.**

**None.** If "None" is checked, the rest of § 3(b) need not be completed.

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim. *This plan provision requires that payments in § 2(a) be for a term of 60 months; see 11 U.S.C. § 1322(a)(4).*

Name of Creditor	Claim Number	Amount to be Paid by Trustee

**Part 4: Secured Claims**

**§ 4(a) Secured Claims Receiving No Distribution from the Trustee:**

**None.** If "None" is checked, the rest of § 4(a) need not be completed.

Creditor	Claim Number	Secured Property
<input type="checkbox"/> If checked, the creditor(s) listed below will receive no distribution from the trustee and the parties' rights will be governed by agreement of the parties and applicable nonbankruptcy law.		
<input type="checkbox"/> If checked, the creditor(s) listed below will receive no distribution from the trustee and the parties' rights will be governed by agreement of the parties and applicable nonbankruptcy law.		

**§ 4(b) Curing default and maintaining payments**

**None.** If "None" is checked, the rest of § 4(b) need not be completed.

The Trustee shall distribute an amount sufficient to pay allowed claims for prepetition arrearages; and, Debtor shall pay directly to creditor monthly obligations falling due after the bankruptcy filing in accordance with the parties' contract.

Creditor	Claim Number	Description of Secured Property and Address, if real property	Amount to be Paid by Trustee

**§ 4(c) Allowed secured claims to be paid in full: based on proof of claim or pre-confirmation determination of the amount, extent or validity of the claim**

**None.** If "None" is checked, the rest of § 4(c) need not be completed.

(1) Allowed secured claims listed below shall be paid in full and their liens retained until completion of payments under the plan.

(2) If necessary, a motion, objection and/or adversary proceeding, as appropriate, will be filed to determine the amount, extent or validity of the allowed secured claim and the court will make its determination prior to the confirmation hearing.

(3) Any amounts determined to be allowed unsecured claims will be treated either: (A) as a general unsecured claim under Part 5 of the Plan or (B) as a priority claim under Part 3, as determined by the court.

(4) In addition to payment of the allowed secured claim, "present value" interest pursuant to 11 U.S.C. § 1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below. *If the claimant included a different interest rate or amount for "present value" interest in its proof of claim or otherwise disputes the amount provided for "present value" interest, the claimant must file an objection to confirmation.*

(5) Upon completion of the Plan, payments made under this section satisfy the allowed secured claim and release the corresponding lien.

Name of Creditor	Claim Number	Description of Secured Property	Allowed Secured Claim	Present Value Interest Rate	Dollar Amount of Present Value Interest	Amount to be Paid by Trustee

**§ 4(d) Allowed secured claims to be paid in full that are excluded from 11 U.S.C. § 506**

**None.** If "None" is checked, the rest of § 4(d) need not be completed.

The claims below were either (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

(1) The allowed secured claims listed below shall be paid in full and their liens retained until completion of payments under the plan.

(2) In addition to payment of the allowed secured claim, "present value" interest pursuant to 11 U.S.C. § 1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below. If the claimant included a different interest rate or amount for "present value" interest in its proof of claim, the court will determine the present value interest rate and amount at the confirmation hearing.

Name of Creditor	Claim Number	Description of Secured Property	Allowed Secured Claim	Present Value Interest Rate	Dollar Amount of Present Value Interest	Amount to be Paid by Trustee

**§ 4(e) Surrender**

**None.** If “None” is checked, the rest of § 4(e) need not be completed.

- (1) Debtor elects to surrender the secured property listed below that secures the creditor’s claim.
- (2) The automatic stay under 11 U.S.C. § 362(a) and 1301(a) with respect to the secured property terminates upon confirmation of the Plan.
- (3) The Trustee shall make no payments to the creditors listed below on their secured claims.

Creditor	Claim Number	Secured Property

**§ 4(f) Loan Modification**

**None.** If “None” is checked, the rest of § 4(f) need not be completed.

(1) Debtor shall pursue a loan modification directly with \_\_\_\_\_ or its successor in interest or its current servicer (“Mortgage Lender”), in an effort to bring the loan current and resolve the secured arrearage claim.

(2) During the modification application process, Debtor shall make adequate protection payments directly to Mortgage Lender in the amount of \$ \_\_\_\_\_ per month, which represents \_\_\_\_\_ (**describe basis of adequate protection payment**). Debtor shall remit the adequate protection payments directly to the Mortgage Lender.

(3) If the modification is not approved by \_\_\_\_\_ (date), Debtor shall either (A) file an amended Plan to otherwise provide for the allowed claim of the Mortgage Lender; or (B) Mortgage Lender may seek relief from the automatic stay with regard to the collateral and Debtor will not oppose it.

**Part 5: General Unsecured Claims**

**§ 5(a) Separately classified allowed unsecured non-priority claims**

**None.** If “None” is checked, the rest of § 5(a) need not be completed.

Creditor	Claim Number	Basis for Separate Classification	Treatment	Amount to be Paid by Trustee

**§ 5(b) Timely filed unsecured non-priority claims**

**(1) Liquidation Test (check one box)**

- All Debtor(s) property is claimed as exempt.
- Debtor(s) has non-exempt property valued at \$ \_\_\_\_\_ for purposes of § 1325(a)(4) and plan provides for distribution of \$ \_\_\_\_\_ to allowed priority and unsecured general creditors.

**(2) Funding: § 5(b) claims to be paid as follows (check one box):**

- Pro rata
- 100%
- Other (Describe)



**Part 6: Executory Contracts & Unexpired Leases**

**None.** If "None" is checked, the rest of § 6 need not be completed.

Creditor	Claim Number	Nature of Contract or Lease	Treatment by Debtor Pursuant to §365(b)

**Part 7: Other Provisions**

**§ 7(a) General principles applicable to the Plan**

(1) Vesting of Property of the Estate (*check one box*)

- Upon confirmation
- Upon discharge

(2) Subject to Bankruptcy Rule 3012 and 11 U.S.C. §1322(a)(4), the amount of a creditor's claim listed in its proof of claim controls over any contrary amounts listed in Parts 3, 4 or 5 of the Plan.

(3) Post-petition contractual payments under § 1322(b)(5) and adequate protection payments under § 1326(a)(1)(B),(C) shall be disbursed to the creditors by the debtor directly. All other disbursements to creditors shall be made by the Trustee.

(4) If Debtor is successful in obtaining a recovery in a personal injury or other litigation in which Debtor is the plaintiff, before the completion of plan payments, any such recovery in excess of any applicable exemption will be paid to the Trustee as a special Plan payment to the extent necessary to pay priority and general unsecured creditors, or as agreed by the Debtor and the Trustee and approved by the court.

**§ 7(b) Affirmative duties on holders of claims secured by a security interest in debtor's principal residence**

(1) Apply the payments received from the Trustee on the pre-petition arrearage, if any, only to such arrearage.

(2) Apply the post-petition monthly mortgage payments made by the Debtor to the post-petition mortgage obligations as provided for by the terms of the underlying mortgage note.

(3) Treat the pre-petition arrearage as contractually current upon confirmation for the Plan for the sole purpose of precluding the imposition of late payment charges or other default-related fees and services based on the pre-petition default or default(s). Late charges may be assessed on post-petition payments as provided by the terms of the mortgage and note.

(4) If a secured creditor with a security interest in the Debtor's property sent regular statements to the Debtor pre-petition, and the Debtor provides for payments of that claim directly to the creditor in the Plan, the holder of the claims shall resume sending customary monthly statements.

(5) If a secured creditor with a security interest in the Debtor's property provided the Debtor with coupon books for payments prior to the filing of the petition, upon request, the creditor shall forward post-petition coupon book(s) to the Debtor after this case has been filed.

(6) Debtor waives any violation of stay claim arising from the sending of statements and coupon books as set forth above.

### § 7(c) Sale of Real Property

**None.** If "None" is checked, the rest of § 7(c) need not be completed.

(1) Closing for the sale of \_\_\_\_\_ (the "Real Property") shall be completed within \_\_\_\_\_ months of the commencement of this bankruptcy case (the "Sale Deadline"). Unless otherwise agreed by the parties or provided by the Court, each allowed claim secured by the Real Property will be paid in full under §4(b)(1) of the Plan at the closing ("Closing Date").

(2) The Real Property will be marketed for sale in the following manner and on the following terms:

(3) Confirmation of this Plan shall constitute an order authorizing the Debtor to pay at settlement all customary closing expenses and all liens and encumbrances, including all § 4(b) claims, as may be necessary to convey good and marketable title to the purchaser. However, nothing in this Plan shall preclude the Debtor from seeking court approval of the sale pursuant to 11 U.S.C. §363, either prior to or after confirmation of the Plan, if, in the Debtor's judgment, such approval is necessary or in order to convey insurable title or is otherwise reasonably necessary under the circumstances to implement this Plan.

(4) At the Closing, it is estimated that the amount of no less than \$\_\_\_\_\_ shall be made payable to the Trustee.

(5) Debtor shall provide the Trustee with a copy of the closing settlement sheet within 24 hours of the Closing Date.

(6) In the event that a sale of the Real Property has not been consummated by the expiration of the Sale Deadline:\_\_\_\_\_.

### Part 8: Order of Distribution

**The order of distribution of Plan payments will be as follows:**

- Level 1:** Trustee Commissions\*
- Level 2:** Domestic Support Obligations
- Level 3:** Adequate Protection Payments
- Level 4:** Debtor's attorney's fees
- Level 5:** Priority claims, pro rata
- Level 6:** Secured claims, pro rata
- Level 7:** Specially classified unsecured claims
- Level 8:** General unsecured claims
- Level 9:** Untimely filed general unsecured non-priority claims to which debtor has not objected

***\*Percentage fees payable to the standing trustee will be paid at the rate fixed by the United States Trustee not to exceed ten (10) percent.***

**Part 9: Non Standard or Additional Plan Provisions**

Under Bankruptcy Rule 3015.1(e), Plan provisions set forth below in Part 9 are effective only if the applicable box in Part 1 of this Plan is checked. Nonstandard or additional plan provisions placed elsewhere in the Plan are void.

**None.** If "None" is checked, the rest of Part 9 need not be completed.

**Part 10: Signatures**

By signing below, attorney for Debtor(s) or unrepresented Debtor(s) certifies that this Plan contains no nonstandard or additional provisions other than those in Part 9 of the Plan, and that the Debtor(s) are aware of, and consent to the terms of this Plan.

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

\_\_\_\_\_  
Attorney for Debtor(s)

If Debtor(s) are unrepresented, they must sign below.

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

\_\_\_\_\_  
Debtor

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

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

**Local Rule 9019-3**  
**Student Loan Management Program**

(a) *Purpose.* The Student Loan Management Program (SLM Program) creates a process for debtors to apply for student loan resolution options with their creditors. The goal of the SLM Program is to facilitate communication and exchange of information in an efficient and transparent manner, and to encourage the parties to consensually agree to student loan resolution options, which include reaching repayment agreements. Participation in the SLM Program provides no greater eligibility for any student loan resolution option than the debtor would have outside the SLM Program and/or bankruptcy.

(b) *Nonexclusivity.* Nothing in this rule shall impair the right of any debtor with a federal loan to apply directly to the U.S. Department Of Education, either through their servicer or the U.S. Department Of Education’s website at [www.studentaid.gov](http://www.studentaid.gov), to initiate a free process to determine resolution and/or repayment options or a creditor to decline to participate in the SLM Program.

(c) *Definitions.* The following definitions shall be applicable to the SLM Program:

(1) Creditor: means any holder of an Eligible Loan.

(2) Debtor: means any individual debtor in a case filed under chapter 13 of the Bankruptcy Code, including joint debtors. Where a debtor is represented by an attorney, the term “Debtor” may mean the debtor’s attorney on behalf of the Debtor individually unless the context requires otherwise.

(3) Document Preparation Software: means a secure online program that facilitates the preparation of the Initial SLM Package by completing the Standard SLM Documents (where applicable) and generating a customized checklist of required supporting documents that the Creditor and/or the Servicer requires. Non-Federal Loan Creditors shall specify to the Portal operator the documents they require to review any Student

Loan Repayment Option. The use of the Document Preparation Software increases the likelihood that the initial submission by the Debtor is complete and accurate and should expedite Creditor and/or Servicer's review. The Court will list approved Document Preparation Software on its website. NOTICE IS HEREBY PROVIDED THAT A DEBTOR WITH A FEDERAL LOAN HAS THE OPTION TO APPLY DIRECTLY TO THE U.S. DEPARTMENT OF EDUCATION, EITHER THROUGH THEIR SERVICER OR THE U.S. DEPARTMENT OF EDUCATION'S WEBSITE AT [www.studentaid.gov](http://www.studentaid.gov), FOR FREE TO DETERMINE RESOLUTION AND/OR REPAYMENT OPTIONS

(4) Eligible Loan: means any educational benefit overpayment or loan made, insured or guaranteed by a governmental unit, or made under any program funded in whole or in part by a governmental unit, or for any other educational loan that is a qualified education loan, as defined in section 221(d)(1) of the Internal Revenue Code of 1986, on which Debtor is an obligor.

(5) Federal Loan: means an Eligible Loan that is funded, guaranteed or insured by the federal government, or made under any program funded in whole or in part by a governmental unit.

(6) Initial SLM Package: means any Standard SLM Documents and supporting documentation required to initiate the assessment of Debtor's Student Loan Resolution Option. Creditors and/or Servicers are not required to create new forms, applications or other documents to participate in and/or for use in the SLM Program.

(7) Portal: means a secure online service that allows SLM Program documents and communications to be submitted, retrieved and tracked between the Required Parties. The Portal shall provide access to the Trustees. Use of the Portal by Debtors and Creditors and/or Servicers provides transparency by making information immediately

available to all parties through a secure internet website. A Federal Loan creditor and/or servicer will import all such documents and/or communications from the portal to the system used by that Creditor and/or Servicer to ensure compliance with requirements of the Privacy Act and Federal records retention requirements. The Court will list approved Portals on its website.

(8) Required Parties: means (when applicable) Debtor, Debtor's attorney, Creditor, Servicer, their legal counsel, (if any).

(9) Servicer: means the servicer of the Eligible Loan.

(10) SLM Period: means the time during which the SLM Program is in effect prior to its expiration or termination by Court order.

(11) SLM Program Payment: means a payment to be made to a Creditor pursuant to a Student Loan Resolution Option for which Creditor has approved Debtor and included in the plan as required by applicable bankruptcy law, unless payment outside the plan has been provided for and approved. For purposes of the SLM Program, the SLM Program Payment shall be deemed to include any changes required per the terms of any approved Student Loan Resolution Option and/or any recertification of such option thereof.

(12) Standard SLM Documents: means standard applications and/or forms that are generally required by Creditors and/or Servicers to review and process a Debtor's request for any Student Loan Resolution Option. With respect to Federal Loans, the Standard SLM Documents shall mean the standard applications and/or forms developed and used by the United States Department of Education as part of its management of Federal Loans over which it has oversight, as may be modified from time to time.

(13) Student Loan Resolution Option: means the full range of solutions available to Debtor with respect to any Eligible Loan including, but not limited to, deferment,

forbearance, administrative discharge, rehabilitation, consolidation, any available repayment plan (including income driven repayment plans), compromise or settlement. Any Student Loan Resolution Option offered to Debtor must comply with all applicable laws and regulations.

(d) *Eligibility.* Any Debtor who has an Eligible Loan and a chapter 13 case pending in the United States Bankruptcy Court for the Eastern District of Pennsylvania may participate in the SLM Program.

(e) *Commencement of the SLM Program.*

(1) Before a Debtor may seek to commence the SLM Program, the Debtor must pay the bankruptcy filing fee in full and complete the required Document Preparation Software, except that the Document Preparation Software is not required for a borrower seeking only to file a Notice of SLM to enable communication with the U.S. Department of Education and/or its servicer as stated in subdivision (l)(3).

(2) The Debtor may seek to initiate the SLM by filing a Notice of Participation in SLM Program (the “Notice of SLM”), L.B.F. 9013-3A and serving the Notice of SLM as set forth in subdivision (f)(1).

(3) If the Creditor or Servicer does not file a timely objection to the Notice of Participation in SLM Program, the court shall enter an order in the form of L.B.R. 9013-3B (“the SLM Commencement Order”).

(f) *Service.*

(1) The Debtor shall serve a copy of the Notice of SLM by first class mail postage, prepaid on

(a) the Creditor’s and Servicer’s named officer(s) at the entities’ headquarters address;

(b) for Federal Loans held by the U.S. Department of Education on the U.S. Department of Education on:

United States Attorney's Office, EDPA  
615 Chestnut Street, Suite 1250  
Philadelphia, PA 19106  
Attn.: Civil Division – Bankruptcy

Attorney General of the United States  
U.S. Department of Justice 950 Pennsylvania Ave.,  
NW Washington, DC 20530-001

Office of the General Counsel  
U.S. Department of Education ATTN: Deputy  
General Counsel  
Lyndon Baines Johnson (LBJ) Department of  
Education Building  
400 Maryland Ave, SW  
Washington DC 20202

(2) In addition to the service required by subdivision (f)(1), the Debtor shall serve a copy Notice of SLM on the U.S. Department of Education at an e-mail address posted on the court's website.

(3) All documents, other than the Notice of SLM and Standard SLM Documents, shall be served on Creditors, Servicers and the U.S. Department of Education as required by the Fed. R. Bankr. P.

(g) *SLM Program General Duties.* The following duties apply during the SLM Period:

(1) Good Faith Requirement: The Required Parties shall act in good faith throughout the SLM Period. Good faith includes, but is not limited to, promptly responding to all inquiries through the Portal and providing all requested documentation and information.

(2) Deadlines. The Required Parties shall comply with all deadlines in the SLM Program.

(3) Communication through the Portal: During the SLM Period, all material communications between the Required Parties and the Chapter 13 Trustee, if any, shall occur exclusively through the Portal, unless otherwise permitted by the Court.



(h) *SLM Program Procedures.* The following procedures shall apply to the SLM Program:

- (1) The SLM Period shall commence upon the entry of the SLM Commencement Order.
- (2) Duration. The SLM Period initially shall be 180 days from the entry of the SLM Commencement Order, unless otherwise agreed to by the parties or ordered by the court. The SLM Period shall terminate upon dismissal of the bankruptcy case.
- (3) No Dismissal. Required Parties may not require the dismissal of Debtor's bankruptcy case as a condition precedent to an agreement reached through the SLM Program.

(i) *Debtor's Duties in the SLM Program.* The Debtor's duties in SLM Program include:

- (1) Submit Initial SLM Package. Within 7 days after the entry of the SLM Commencement Order or Servicer's registration on the Portal, whichever is later, the Debtor shall upload the Debtor's Initial SLM Package, the Notice of SLM and a copy of the SLM Commencement Order to the Portal and pay the Portal submission fee directly to the Portal vendor.
- (2) Document Submissions. Upon the Creditor's and/or Servicer's request, Debtor shall promptly provide any additional or corrected documents through the Portal.
- (3) Conclusion of SLM Program. Within 14 days of the date when Creditor and/or Servicer and Debtor conclude the SLM Program, the Debtor shall file with the Court a Notice of Resolution, that includes the student loan resolution option agreed by the parties, or a Notice of No Resolution, using L.B.F. 9013-3C, and shall serve the Notice of Resolution in the manner required by subdivision (f)(1) and (2) of the rule.

(j) *Creditor's duties in the SLM Program.* The Creditor's duties in the SLM Program include:

- (1) Registration on Portal. No later than 21 days after the entry of the SLM Commencement Order, the Creditor or Servicer (if any) shall register on the Portal.
- (2) Acknowledgement of Initial SLM Package. No later than 30 days after Debtor submits

a completed Initial SLM Package on the Portal, the Creditor and/or Servicer shall acknowledge receipt of the Initial SLM Package on the Portal.

(3) Process the Debtor's Application. Within 30 days of receipt of the Debtor's Initial SLM Package, the Creditor and/or Servicer shall notify the Debtor if any additional or corrected documentation is needed. The Creditor and/or Servicer shall determine the Debtor's eligibility for any Student Loan Resolution Option within the later of 60 days of receipt of the initial SLM Package or any additional or corrected documentation timely requested by the Creditor and/or Servicer. The Creditor and/or Servicer shall notify the Debtor if the Debtor qualifies for any Student Loan Resolution Option.

(4) Prompt Response to Debtor's Supplementations and Inquiries. The Creditor and/or Servicer shall promptly review Debtor's additional or corrected documentation and respond to Debtor's inquiries via the Portal.

(k) *Resolution Procedures.* If the parties reach a consensual resolution on an Income Drive Repayment Plan or other resolution, the following applies:

(1) Pre-confirmation. If the Debtor's Chapter 13 Plan has not been confirmed, within 30 days of the filing of the Notice of Resolution, unless the plan already so provides, the Debtor shall file an amended chapter 13 plan that provides for the SLM Program Payment to be paid directly by the Debtor and not by the Trustee.

(2) Post-confirmation. If the Debtor's Chapter 13 Plan has been confirmed and provides for the Creditor's claim to be paid *pro rata* with other unsecured creditors, the Debtor shall file a motion to modify the confirmed Chapter 13 Plan that provides for separate classification of the Eligible Loan(s) within 30 days of the filing of the Notice of Resolution.

(3) Nonstandard Plan Provisions. An amended plan filed pursuant to subdivision (k)(1) or

(k)(2) shall include the following Non-Standard Provisions:

- (A) The Debtor is not seeking nor does this Plan provide for any discharge, in whole or in part, of student loan obligations under 11 U.S.C. §523(a)(8).
- (B) The Debtor shall be allowed to seek enrollment in any income-driven repayment (“IDR”) plan with for which they are otherwise eligible without further Order of the Court.
- (C) The Creditor shall not be required to allow enrollment in any IDR unless the Debtor otherwise qualifies for such plan.
- (D) The Debtor shall re-enroll in the applicable IDR annually or as otherwise required and shall, within 30 days following a determination of the updated payment, notify the Chapter 13 Trustee of such payment. The Trustee or the Debtor may, if necessary, file a Motion to Modify the Chapter 13 plan to allow such direct payment of the student loan(s) and adjust the payment to other general unsecured claims as necessary to avoid any unfair discrimination.
- (E) It shall not be a violation of the automatic stay or other State or Federal Laws for the Creditor or Servicer to send the Debtor normal monthly statements regarding IDR Payments due and any other communications including, without limitation, notices of late payments or delinquency. These communications may expressly include telephone calls and e-mails if the Debtor has agreed to electronic communications under normal processes established by the Creditor and/ or Servicer.

(l) *Attorney Compensation.* Debtor’s counsel may request compensation for assisting the Debtor in SLM Program, subject to Court approval as set forth in Local Bankruptcy Rule 2016-3 as follows:

- (1) Presumptively Reasonable Initial Fee. The Debtor’s counsel may receive reasonable compensation for all work involved in the SLM Program and may request allowance of compensation as an additional administrative expense on a “no look” fee basis, in a reasonable amount not to exceed \$1,500.00.
- (2) “No-Look” Compensation Requirements. To be eligible to request allowance of the “no look” fee under subdivision (1)(1), the Debtor’s counsel must provide the following services to the Debtor:
  - (A) review of all resolution options with Debtor, to include repayment options;

(B) filing the Notice of SLM;

- (C) preparation of the Initial SLM Package;
- (D) preparation of any additional forms required throughout the SLM Program;
- (E) submission of all documentation through the Portal;
- (F) filing other required pleadings; and
- G) preparation of proposed orders and settlement papers, if applicable

(3) Annual Recertification Compensation. Debtor's counsel request the allowance of \$250.00 in compensation per year to recertify the Debtor's income-driven repayment plan, if applicable, but only until such time as the U.S. Department of Education establishes the automatic certification of income for IDR borrowers as allowed under Section 3 of the Fostering Undergraduate Talent by Unlocking Resources for Education Act (FUTURE Act), PL 116-91, December 19, 2019, 133 Stat 1189.

(4) Additional Compensation. In lieu of seeking compensation under subdivisions (l)(1) and (l)(3), the Debtor's attorney may seek additional compensation by separate application attaching contemporaneous time records for necessary services provided during SLM Program.





- d. If a motion asserting a violation of the automatic stay is filed, the creditor and/or servicer shall have 21 days from service of the motion to respond.

**Date:**

---

**U.S. BANKRUPTCY JUDGE**



**Local Rule 4004-3**

**Entry of Chapter 12 and Chapter 13 Discharge**

- (a) Upon debtor's completion of plan payments, the Trustee shall promptly file a notice on the docket advising of the completion of plan payments.
- (b) Upon docketing of the Trustee's notice set forth in subdivision (a) above,
  - (1) in a chapter 12 case, the debtor shall file a Certification Regarding Domestic Support Obligations and Section 522(q) (L.B.F. 4004-3A);
  - (2) in a chapter 13 case, the debtor shall file a Certification Regarding Domestic Support Obligations and Section 522(q) (L.B.F. 4004-3B).
- (c) Upon the filing of the certification by debtor, the Clerk shall issue a notice to all creditors requiring that any objection to discharge be filed within 14 days of the date of the notice.
- (d) After the expiration of the 14-day objection period, if no objection is filed,
  - (1) in a chapter 12 case, the court will enter the discharge order forthwith;
  - (2) in a chapter 13 case, the court will enter the discharge order forthwith, provided that the debtor has satisfied the requirements of 11 U.S.C. §1328(g).

**Local Rule 9014-2**  
**Motions Decided Without Hearing**

(a) *Disposition of Certain Motions.* The court may rule without a hearing on a motion under:

- (1) § 362(d)(4)(A)(ii) for entry of an order confirming that no automatic stay is in effect;
- (2) § 362(j) for entry of an order under § 362(c) confirming that the automatic stay has been terminated;
- (3) §§ 1225(c) or 1325(c) for entry of a wage order;
- (4) Fed. R. Bankr. P. 1007(a)(4) or 1007(c) or (e) for an extension of time;
- (5) L.B.R. 1017-1(a) or 1017-2(a) to convert or dismiss a case;
- (6) Fed. R. Bankr. P. 2002 and any other Fed. R. Bankr. P. to limit service of documents or notice otherwise prescribed by these rules;
- (7) L.B.R. 2090-1(c)(2) to appear *pro hac vice*;
- (8) Fed. R. Bankr. P. 3003(c) to fix the time within which proofs of claim or interest may be filed;
- (9) L.B.R. 3022-1(a) to administratively close an individual Chapter 11 case;
- (10) Fed. R. Bankr. P. 4004(c) and L.B.R. 4004-1(a) to defer entry of a discharge order;
- (11) L.B.R. 5070-1(e) to reschedule a hearing;
- (12) L.B.R. 5070-1(g) for expedited consideration;
- (13) L.B.R. 7026-1(b) to compel responses to discovery requests;
- (14) Fed. R. Bankr. P. 9006(b)(1) for an enlargement of the time when the motion is filed before the expiration of the period originally prescribed;
- (15) Fed. R. Bankr. P. 9006(c)(1) for reduction of the time to act;
- (16) Fed. R. Bankr. P. 9023, if the motion does not include a request for a hearing, to alter or amend an order awarding an applicant less than the requested amount of compensation and reimbursement of expenses; and
- (17) Fed. R. Bankr. P. 9037 to limit or prohibit electronic public access to a filed document.

(b) *Content.* A motion shall

(1) identify the movant, the nature of the relief sought, and the basis for the relief sought, and

(2) contain a statement that the movant does or does not consent to the entry of a final order or judgment by the court if it is determined that the court, absent consent of the parties, cannot enter a final order or judgment consistent with Article III of the United States Constitution.

(c) *Proposed Order.* The movant shall file and serve with the motion a proposed form of order which, if entered by the court, would grant the relief sought by the motion.

(d) *Service.* The movant shall serve a copy of the motion and the proposed form of order on those listed on the Clerk's ServiceList.

(e) *Certification of Service.* The movant shall file a certification of service as required by L.B.R. 9014-4

**Local Rule 9014-3**  
**General Motion**  
**Practice**

(a) *Applicability.* This rule applies to a motion in a case that is not governed by L.B.R. 9014-2.

(b) *Content.* A motion shall

(1) identify the movant, the nature of the relief sought, and the basis for the relief sought, and

(2) contain a statement that the movant does or does not consent to the entry of a final order or judgment by the court if it is determined that the court, absent consent of the parties, cannot enter a final order or judgment consistent with Article III of the United States Constitution.

(c) *Scheduling of Hearing.* Prior to filing a motion, the movant shall obtain a hearing date as provided in L.B.R. 5070-1(a).

(d) *Filing Deadline.* The movant shall file the motion no later than the filing deadline for the selected hearing date as listed on the assigned judge's hearing calendar on the court's website.

(e) *Notice.* On the day the motion is filed, a movant shall file and serve a notice substantially in the form of L.B.F. 9014-3 of the filing of the motion, the relief sought, the hearing date, and the deadline for filing a timely response or objection under subdivisions (h) and (i).

(f) *Proposed Order.* A movant shall file with the motion a proposed form of order which, if entered by the court, would grant the relief sought by the motion.

(g) *Service of Motion.* On the day the motion is filed, the movant shall serve the motion, the notice required under subdivision (e), and the proposed order on the following:

(1) those on the Clerk's Service List; and

(2) any person whose interest would be directly, materially and adversely affected if the relief requested in the motion were granted and whose interests are not adequately represented by those on whom service is otherwise required.

(h) *General Deadline for Filing Response or Objection to Motion.* Except as provided in L.B.R. 9014-2 and subdivision (i), a response or objection to a motion shall be filed and served on the movant, or if the movant is represented, counsel for the movant, no later than 14 days after the date on which the movant serves the motion.

(i) *Special Deadlines for Filing Response or Objection to Motion.* A response or objection to a motion shall be filed and served in the manner and within the time provided

under

- (1) an order fixing a different time to file a response or objection to a motion;
- (2) L.B. R. 3015-4(b), motion to amend a confirmed chapter 12 or 13 plan;
- (3) L.B.R. 3016-3(a), motion for approval of a disclosure statement; and .
- (4) L.B.R. 7005-1(b), dispositive motions in adversary proceedings.

(j) *Content of Response or Objection.* A response or objection shall contain a statement that the party filing the response or objection does or does not consent to the entry of final orders or judgments by the court if it is determined that the court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

(k) *Determination without Hearing if No Response or Objection Timely Filed.* If a response or objection is required to be filed and no timely response or objection is filed, the movant may file a certification of no response with the court and, unless a hearing is required under the Federal Rules of Bankruptcy Procedure, may request that the court grant the relief requested in the motion without a hearing. The filing of a certification of no response does not cancel the scheduled hearing. The movant may contact the judge's courtroom deputy to ascertain whether the court has canceled the hearing.