

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF LOUISIANA

**STANDING ORDER ADOPTING MANDATORY  
FORM CHAPTER 13 PLAN EFFECTIVE 12/1/2017**

Federal R. Bankr. P. 3015(c) requires the use of an Official Form plan by all debtors in Chapter 13 cases filed on or after December 1, 2017, “unless a Local Form has been adopted in compliance with Rule 3015.1.” This District has drafted a Local Form to be utilized in all Divisions of this District (the “Local Form”). This Local Form was developed in accordance with Fed. R. Bankr. P. 3015.1, and it has been subjected to public notice and public comment as required by Fed. R. Bankr. P. 3015(a). The purpose of this Standing Order is to officially adopt the Local Form and mandate its use in all Chapter 13 cases filed on or after December 1, 2017 in this District (a copy of the Local Form is attached to this Standing Order as Exhibit “A”). Therefore:

**IT IS ORDERED** that the Local Form is hereby adopted for use by all Chapter 13 debtors in all cases filed in this District on or after December 1, 2017. The Local Form must be utilized by debtors for all original plans, plan amendments and plan modifications. No other form is authorized for use in this District, and debtors are prohibited from altering the Local Form.

**IT IS FURTHER ORDERED** that Debtor’s counsel must serve the Local Form in each case as provided by Fed. R. Bankr. P. 3015(d). Debtor’s counsel must also file a certificate of service indicating service on the trustee and all creditors, with such certificate of service conforming to the Federal Rules of Civil Procedure, the Bankruptcy Code, and the Federal Rules of Bankruptcy Procedure. Debtor’s counsel may file an administrative claim as allowed under 11 U.S.C. § 503(b) for the actual cost of initially noticing the Chapter 13 Plan, and the Chapter 13 Trustee is authorized to pay this claim in addition to the no-look attorney fee (if such fee is elected by the debtor’s attorney), or any attorney fee award made by the Court.

**IT IS FURTHER ORDERED** that all amended or modified plans must clearly be designated as such. Further, amended or modified plans must identify the section or sections of the Local Form which are being changed, and provide the reasons for such changes as indicated in the Local Form.

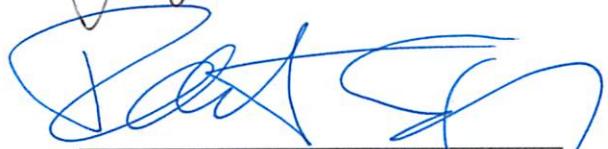
**IT IS FURTHER ORDERED** that this Standing Order is effective December 1, 2017, and shall remain in effect until further order of the Court. This Standing Order abrogates all prior orders in this District adopting a form plan or plans. Further, to the extent there is any standing order effective in this District which would require or vary any provision of the Local Form, such standing order is hereby vacated.

**[The remainder of this page intentionally left blank.]**

Dated: 11/30/2017

  
Chief Judge Jeffrey P. Norman  
United States Bankruptcy Court

Dated: 11/29/2017

  
Judge Robert S. Summerhays  
United States Bankruptcy Court

Dated: 11-28-2017

  
Judge John W. Kolwe  
United States Bankruptcy Court

Debtor(s): \_\_\_\_\_  
 \_\_\_\_\_

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

United States Bankruptcy Court for the Western District of Louisiana: \_\_\_\_\_ Division

**Chapter 13 Plan - Western District of Louisiana**

<input type="checkbox"/> Check here if this is a modified plan.	
<input type="checkbox"/> Check here if this is an amended plan.	
List below the sections that have been changed.	Reason for Amendment/Modification

**Part 1: Notices**

**To Debtors:** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial division. Plans that do not comply with local rules and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

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

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance. *Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.*

1.1	This Plan sets out Nonstandard Provisions in Part 9.	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	This Plan limits the amount of Secured Claims in 3.1 and/or 3.2 based on a Valuation of the Collateral for the claim.	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.3	This Plan avoids a Security Interest or Lien in Section 3.4.	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.4	This Plan cures or maintains a loan secured by the Debtor's Principal Residence in 3.1.	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.5	This Plan provides for the treatment of a Domestic Support Obligation in 4.3 and/or 4.4.	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.6	This plan includes a claim that was 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 in 3.3.	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included



Debtor(s): \_\_\_\_\_  
\_\_\_\_\_

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

- Debtor(s) pledge fifty (50) percent (or until all allowed unsecured claims are paid in full) of the net recovery from all causes of action, liquidated or unliquidated, unless otherwise ordered by the Court after a notice and a hearing. In all cases in which the debtor has acquired/acquires a pre-petition or post-petition cause of action, the employment and compensation of special counsel, and the compromise of any claim, shall be approved by the Bankruptcy Court pursuant to 11 U.S.C. §§ 327-329, and the filing of such pleading shall be noticed on all parties.
- Debtor(s) will make additional payment(s) to the trustee from other sources, including the sale of property, as specified below. Describe the source, amount, and date of each anticipated payment.

**Part 3: Treatment of Secured Claims**

**3.1 A. Maintenance of payments and cure of default of Principal Residence under 1322(b)(3), including post-petition default payments, if any.**

Check one.

- None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed either by the trustee or directly by the debtor, as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated.

- Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below as to the current installment payment and arrearage. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

Name of Creditor	Description of Collateral	Current Installment Payment (including escrow)	Pre-Petition Amount of Arrearage, if any	Current Monthly Payment Begins
_____	_____	\$ _____	\$ _____	_____

Disbursed by:

- Trustee  
 Debtor(s)  
 Third Party - Name & Relationship to Debtor(s)

- The trustee shall pay post-petition default payments for mortgage payments in the following amounts and coming due during the months itemized.

Name of Creditor	Description of Collateral	Current Installment Payment (including escrow)	Specified Months for Default	Post Petition total Unpaid
_____	_____	\$ _____	_____	\$ _____

**B. Maintenance of payments and cure of default other than Principal Residence under 1322(b)(3), including post-petition default payments, if any.**

Check one.

- None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

Debtor(s): \_\_\_\_\_  
 \_\_\_\_\_

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

The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed either by the trustee or directly by the debtor, as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below as to the current installment payment and arrearage. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

Name of Creditor	Description of Collateral	Current Installment Payment (including escrow)	Pre-Petition Amount of Arrearage, if any	Current Monthly Payment Begins
_____	_____	\$ _____	\$ _____	_____

Disbursed by:

Trustee

Debtor(s)

Third Party - Name & Relationship to Debtor(s)

\_\_\_\_\_

The trustee shall pay post-petition default payments for mortgage payments in the following amounts and coming due during the months itemized.

Name of Creditor	Description of Collateral	Current Installment Payment (including escrow)	Specified Months for Default	Post Petition total Unpaid
_____	_____	\$ _____	_____	\$ _____

**3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.**

Check one.

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

The debtor(s) request that the court determine the value of the secured claims listed below. For each non-governmental secured claim listed below, the debtor(s) state that the value of the secured claim should be as set out in the column headed *Amount of secured claim*. For secured claims of governmental units, unless otherwise ordered by the court, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan. Unless otherwise ordered by the court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in this paragraph.

The holder of any claim listed below as having value in the column headed *Amount of secured claim* will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor. See Bankruptcy Rule 3015.

Debtor(s): \_\_\_\_\_  
 \_\_\_\_\_

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

Name of Creditor	Estimated Amount of Creditor's total Claim	Collateral Description	Value of Collateral	Amount of Secured Claim	Interest Rate	Estimated avg. monthly payment to creditor
_____	\$ _____	_____	\$ _____	\$ _____	_____ %	\$ _____

**3.3 Secured claims excluded from 11 U.S.C. § 506. (11 U.S.C. §1325(a) - 910 day Car Claim or 365 day Personal Property)**

Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. (1.6)

The claims listed 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.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

Name of Creditor	Collateral Description	Amount of Claim	Interest Rate	Estimated avg. monthly plan payment
_____	_____	\$ _____	_____ %	\$ _____

**3.4 Lien Avoidance**

Check one.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. (1.3)

The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). Said lien or security interest will be avoided only pursuant to any supplemental Motion filed by the debtor(s) herein. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. If more than one lien is to be avoided, provide the information separately for each lien.

Name of Creditor	Description of Collateral	Amount of Claim to be Avoided by Motion
_____	_____	\$ _____

**3.5 Surrender of collateral.**

Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the surrender of the collateral will be treated in Part 5 below.

Name of Creditor	Collateral	Value
_____	_____	_____

Debtor(s): \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ \$ \_\_\_\_\_

**Part 4: Treatment of Fees and Priority Claims**

**4.1 General**

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.4, will be paid in full without post-petition interest.

**4.2 Administrative fees**

Counsel elects the standing order "no look" fee. Yes  No

Trustee's fees are governed by statute and may change during the course of the case but are estimated to be ten percent of plan payments.

The debtor(s) attorney is awarded a fee in the amount of \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ is due and payable from the bankruptcy estate. Included in this amount is a fee in the amount of \$ \_\_\_\_\_ for the modification. Fees are limited to the appropriate "No Look" fee amount or the allowed amount subject to a formal fee application.

**4.3 Priority claims other than attorney's fees and those treated in § 4.4.**

Check one.

None. If "None" is checked, the rest of §4.3 need not be completed or reproduced.

The debtor estimates the total amount of other priority claims to be as follows:

Domestic Support Obligations prepetition arrears other than those provided in 4.4 below shall be disbursed by the Trustee.

Claimant	Nature of Claim	Amount
_____	_____	\$ _____

Claimant	Nature of Claim	Amount
_____	_____	\$ _____

Ongoing Domestic Support Obligations shall be disbursed by debtor.

All other unsecured priority claims including tax claims shall be disbursed by trustee as follows:

Claimant	Nature of Claim	Amount
_____	_____	\$ _____

**4.4 Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.**

Check one.

None. If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

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 under 11 U.S.C. § 1322(a)(4). This plan provision requires that payments in § 2.1 be for a term of 60 months; see 11 U.S.C. § 1322(a)(4).

Debtor(s): \_\_\_\_\_  
\_\_\_\_\_

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

Name of Creditor

Amount of Claim to be Paid

\_\_\_\_\_ \$ \_\_\_\_\_

Disbursed by:

Trustee

Debtor(s)

Third Party - Name & Relationship to Debtor(s)

\_\_\_\_\_

**Part 5: Treatment of Nonpriority Unsecured Claims**

**5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata. Unsecured nonpriority unsecured debts to which a timely proof of claim is filed will be allowed, unless objected to. All non-priority debts on schedule E/F, and unsecured and undersecured debts on schedule D, are incorporated herein by reference.

Based upon the scheduled unsecured and undersecured claims in the amount of \$ \_\_\_\_\_, it is anticipated unsecured creditors will be paid approximately \$ \_\_\_\_\_, which is approximately \_\_\_\_\_ percent of their respective claims. However, the amount paid on any claim may vary depending on the actual filed and allowed claims.

If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid no less than \$ \_\_\_\_\_. Regardless of the options checked above, payments on allowed nonpriority unsecured claims will be made in at least this amount.

**5.2 Other separately classified nonpriority unsecured claims.**

Check one.

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

The nonpriority unsecured allowed claims listed below are separately classified and will be treated as follows:

Name of Creditor	Basis for Separate Classification and Treatment	Amount to be Paid on the Claim	Interest Rate (if applicable)	Estimated Total Amount of Payment
_____	_____	\$ _____	_____ %	\$ _____

**Part 6: Executory Contracts, Unexpired Leases, and Unmodified Secured Debts paid per contract**

**6.1 The executory contracts, unexpired leases, and Unmodified Secured Debts paid per contract listed here are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.**

Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Debtor(s): \_\_\_\_\_  
\_\_\_\_\_

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

Assumed items or Direct Pay Unmodified Secured Debts. Current installment payments will be disbursed either by the trustee or directly by the debtor, as specified below, subject to any contrary court order or rule. Arrearage payments will be disbursed by the trustee.

Name of Creditor	Property Description	Current Installment Payment	Amount of Arrearages to be paid, if any	Number of Installments Remaining
_____	_____	\$ _____	\$ _____	_____

Disbursed by:

- Trustee  
 Debtor(s)  
 Third Party - Name & Relationship to Debtor(s)

Assumed items or Direct Pay Unmodified Secured Debts. Current installment payments will be disbursed either by the trustee or directly by the debtor, as specified below, subject to any contrary court order or rule. Arrearage payments will be disbursed by the trustee.

Name of Creditor	Property Description	Current Installment Payment	Amount of Arrearages to be paid, if any	Number of Installments Remaining
_____	_____	\$ _____	\$ _____	_____

Disbursed by:

- Trustee  
 Debtor(s)  
 Third Party - Name & Relationship to Debtor(s)

**Part 7: Vesting of Property of the Estate**

7.1 Property of the estate will vest in the debtor(s) upon entry of discharge or dismissal.

**Part 8: Other Plan Provisions**

**8.1 Adequate Protection Payments:**

Debtor(s) shall pay adequate protection payments and/or lease payments as scheduled below to the trustee. If the case is dismissed pre-confirmation the trustee shall disburse these adequate protection payments to the creditor, one for each plan payment received while the case was pending.

Creditor	Adequate Protection Payment
_____	_____

Debtor(s): \_\_\_\_\_  
\_\_\_\_\_

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

**8.2 Changed Circumstances.**

Debtor(s) shall fully and timely disclose to the trustee any change in income, marital status, domestic support obligation, employment, address, or financial recovery to which debtor(s) become entitled, including without limitation, claims for personal injury, employment, worker's compensation, unemployment compensation, inheritance, life insurance, lottery proceeds, or property settlements. These funds shall be treated upon motion by trustee, debtor(s), or any party in interest.

**Part 9: Nonstandard Plan Provisions**

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

*Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Chapter 13 Plan Form for the Western District of Louisiana or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.*

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.1.

**Part 10: Signatures**

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

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

\_\_\_\_\_  
Debtor

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

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

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

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in Official Chapter 13 Plan Form for the Western District of Louisiana, other than any nonstandard provisions included in Part 9.