

# REVISED CHAPTER 13 PLAN RED-LINED VERSION

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_ (FAX) \_\_\_\_\_  
 Email Address \_\_\_\_\_

Attorney for Debtor(s)  
 Attorney's State Bar I.D. No.

Debtor(s) in Pro Se *(Any reference to the singular shall include the plural in the case of joint debtors.)*

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
List all names (including trade names) used by the debtor within the last 6 years:	Chapter 13 Case No.:  <div style="text-align: center; padding: 10px 0;">CHAPTER 13 PLAN</div> <p><b>CREDITOR'S MEETING:</b>  <b>Date:</b>  <b>Time:</b>  <b>Place:</b></p> <p><b>CONFIRMATION HEARING:</b>  <b>Date:</b>  <b>Time:</b>  <b>Place:</b></p>

## NOTICE

This plan is proposed by the above debtor. The debtor attests, under penalty of perjury, that the information stated in this plan is accurate. Creditors cannot vote on this plan. However, creditors may object to this plan being confirmed pursuant to 1 U.S.C. § 1324. Any objection must be in writing and must be filed with the court and served upon the debtor, debtor's attorney (if any), and the chapter 13 trustee not less than 8 days before the date set for the meeting of creditors. Unless an objection is filed and served, the court may confirm this chapter 13 plan. The plan, if confirmed, modifies the rights and duties of the debtor and creditors to the treatment provided in the plan as confirmed, with the following IMPORTANT EXCEPTIONS:

*Each creditor will retain its lien until the earlier of payment of the underlying debt determined under non-bankruptcy law or discharge under §1328. If the case under this chapter is dismissed or converted without completion of the plan, such lien shall also be retained by such holder to the extent recognized by applicable non-bankruptcy law.*

*Defaults will be cured using the interest rate set forth below in the plan. Any ongoing obligation will be paid according to the terms of the plan.*

Holders of secured claims will be paid ~~on their secured claims~~ according to this plan unless the secured creditor files a proof of claim in a different amount than that provided in the plan. If a

secured creditor files a proof of claim, that creditor will be paid according to that creditor's proof of claim, unless the court orders otherwise.

**HOLDERS OF ALL OTHER CLAIMS (INCLUDING PRIORITY CLAIMS, DEFICIENCY CLAIMS, AND ALL OTHER KINDS OF UNSECURED CLAIMS) MUST TIMELY FILE PROOFS OF CLAIMS, OR THEY WILL NOT BE PAID ANY AMOUNT.** A debtor who confirms a chapter 13 plan may be eligible thereafter to receive a discharge of ~~the~~ debts to the extent specified in 11 U.S.C. § 1328.

~~\*Any reference to the singular shall include the plural in the case of joint debtors.~~

The ~~D~~ debtor proposes the following chapter 13 plan and makes the following declarations:

**I. PROPERTIES AND FUTURE EARNINGS OR INCOME SUBJECT TO THE SUPERVISION AND CONTROL OF THE TRUSTEE:**

The ~~D~~ debtor submits the following to the supervision and control of the trustee:

A. Payments by debtor of \$\_\_\_\_\_ per month for \_\_\_\_\_ months. This monthly payment will begin within 30 days of the date the petition was filed.

The base plan amount is \$\_\_\_\_\_ which will ~~Debtor will~~ pay \_\_\_\_\_% of the allowed claims of ~~general nonpriority~~ unsecured creditors. If that percentage is less than 100%, the debtor will pay the plan payment stated in this plan for the full term of the plan.

~~If the allowed general unsecured claims filed by creditors in this case total more than the amount stated in this plan, the debtor will: (1) obtain an order increasing the duration and/or amount of the monthly plan payment to provide for an amount sufficient to pay the above-stated percentage of the allowed claims filed by the unsecured creditors, or (2) obtain an order reducing the stated percentage. Failure to do one of the above may result in dismissal of the case.~~

~~If the allowed general unsecured claims filed by creditors in this case total less than the amount stated in this plan, the above monthly plan payment may be sufficient to pay higher than the stated percent to general unsecured creditors. In this event, the debtor must still make the stated plan payment for the full plan term, and the trustee shall disburse said funds in payment of allowed unsecured claims up to payment of 100% thereof.~~

~~B. C.~~ Amounts necessary for the payment of post petition claims allowed under 11 U.S.C. §1305.

~~D.~~ If the plan provides for less than 100% payment of nonpriority unsecured claims, all postpetition tax refunds received by the debtor during the plan term.

~~G. E.~~ Other property: \_\_\_\_\_  
(specify property or indicate none)

~~Debtor will pay timely all post confirmation tax liabilities directly to the appropriate taxing authorities.~~

**II. ORDER OF PAYMENTS; CLASSIFICATION AND TREATMENT OF CLAIMS:** Except as otherwise provided in the plan or by court order, the chapter 13 trustee shall disburse all available funds for the payment of claims as follows:

**1. A. ORDER OF PAYMENTS:**

1. The chapter 13 trustee's fee up to but not more than the amount accrued on ~~actual~~ payments made to date;
2. Administrative expenses (including but not limited to attorney's fees) in an amount up to but not more than \_\_\_\_\_% of each plan payment until paid in full;
3. *Ongoing payments on secured debts that are to be made by the trustee from the plan payment;*
3. *Domestic support obligations;*
5. ~~3.~~ Pro rata to all other claims except as otherwise provided in the plan; ~~classes up to the monthly amounts set forth in the plan, except no payment shall be made on Class Five claims until all Class One claims have been paid in full.~~
6. *No payment shall be made on general unsecured claims until all secured and priority claims have been paid in full.*

**~~2.~~ B. CLASSIFICATION AND TREATMENT OF CLAIMS:**

**1. CLASS ONE Allowed unsecured claims entitled to priority under 11 U.S.C. §507.**

~~The Debtor~~ will pay Class ~~One~~ 1 claims in full ~~in deferred payments~~, provided a proof of claim has been filed; ~~as follows:~~ except the debtor may provide for less than full payment of a Domestic Support Obligations pursuant to 11 U.S.C. §1322(a)(4).

	AMOUNT OF PRIORITY CLAIM	<i>§1322(b)(10)</i> <i>INTEREST</i> <i>RATE</i>	MONTHLY PAYMENT	NUMBER OF PAYMENTS	TOTAL PAYMENT
<b>a. Administrative Expenses</b>					
(1) Trustee's Fee (estimated at 11% of plan payment amounts)					
(2) Attorney's Fees	\$ _____	_____	\$ _____	# _____	\$ _____
<i>(3) Chapter 7 Trustee's Fees (Specify Trustee Name)</i>	\$ _____	_____	\$ _____	# _____	\$ _____
<del>(3)</del> (4) Other	\$ _____	_____	\$ _____	# _____	\$ _____
<b>b. Other Priority Claims</b>					
<del>b.</del> (1) Internal Revenue Service	\$ _____	_____	\$ _____	# _____	\$ _____
<del>c.</del> (2) Franchise Tax Board	\$ _____	_____	\$ _____	# _____	\$ _____
<del>d. Other</del> (3) Domestic Support Obligation	\$ _____	_____	\$ _____	# _____	\$ _____
<del>e.</del> (4) Other	\$ _____	_____	\$ _____	# _____	\$ _____
<b><i>c. Domestic Support Obligations that are not to be paid in full in the plan (Specify Creditor Name):</i></b>					
	\$ _____	_____	\$ _____	# _____	\$ _____

**~~2.~~ CLASS TWO ~~2.~~ - Claims Secured Solely by Real Property that is the Debtor's PRINCIPAL RESIDENCE.**

~~a. Debtor will make all postpetition payments pursuant to the promissory note and deed of trust on the following claims on which the Mortgage obligation matures AFTER the final payment is due under this plan:~~

1.  Directly to Trustee: \_\_\_\_\_  
\_\_\_\_\_ (name of creditor(s) here)

2.  Directly to Creditor: \_\_\_\_\_  
\_\_\_\_\_ (name of creditor(s) here)

Debtor will make all postpetition payments pursuant to the promissory note and deed of trust on the following claims on which the obligation matures BEFORE the final payment is due under this plan: \_\_\_\_\_ (name of creditor(s) here).

1.  The post-confirmation monthly mortgage payment will be made by the Trustee from the plan payment to:

2.  The post-confirmation monthly mortgage payment will be made by the Debtor directly to:

\_\_\_\_\_ \$ \_\_\_\_\_  
(name of creditor)

\_\_\_\_\_ \$ \_\_\_\_\_  
(name of creditor)

e. The Debtor will cure all prepetition arrearages through the plan payment as set forth below:

Name of Creditor and Last Four Digits Loan Number	AMOUNT OF ARREARAGES	INTEREST RATE	EQUAL MONTHLY PAYMENT	NUMBER OF MONTHS	TOTAL PAYMENT
Name _____ Loan No. _____ Cure of default	\$ _____	% _____	\$ _____	# _____	\$ _____
Name _____ Loan No. _____ Cure of default	\$ _____	% _____	\$ _____	# _____	\$ _____
Name _____ Loan No. _____ Cure of default	\$ _____	% _____	\$ _____	# _____	\$ _____
Name _____ Loan No. _____ Cure of default	\$ _____	% _____	\$ _____	# _____	\$ _____

d. Pursuant to Sections 1322(c)(2) and 1325(a)(5), Debtor will pay the following claim(s) on which the obligation matures BEFORE the final payment is due under this plan as follows:

NAME OF CREDITOR AND LAST FOUR DIGITS OF LOAN NUMBER	AMOUNT	INTEREST RATE	MONTHLY PAYMENT	TOTAL NUMBER OF	TOTAL
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PAYMENTS

	\$	%	\$	#	\$
	\$	%	\$	#	\$
	\$	%	\$	#	\$

Each creditor will retain its lien until its secured claim is paid in full or it is otherwise satisfied by surrender, agreement, or order of the court.

**CLASS 3.** - Secured Claims on Real or Personal Property which are Paid in Full During the term of the plan, ~~including but not limited to a claim which is not secured solely by a security interest in the debtor's principal residence. Class Three Claims will be paid in monthly payments as set forth below. Debtor is the owner of the property serving as collateral, is aware of its condition and, where the secured claim is less than the amount of the debt, believes its value is as set forth below under the heading "Amount of Secured Claim." The value as of the effective date of the plan of the series of payments to be distributed under the plan on account of each secured claim provided for by the plan is equal to the allowed amount of such claim. Any unsecured amount resulting from a deficiency in the value of the collateral is included in Class Five, or if appropriate, in Class One.~~

Name of Creditor and Last Four Digits of Loan Number	TOTAL AMOUNT OF CLAIM	AMOUNT OF SECURED CLAIM	INTEREST RATE ON SECURED CLAIM	AMOUNT OF UNSECURED CLAIM	<i>EQUAL</i> MONTHLY PAYMENT	TOTAL NUMBER OF PAYMENTS	TOTAL PAYMENT
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Name \_\_\_\_\_  
Loan No. \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ % \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ # \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_  
Loan No. \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ % \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ # \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_  
Loan No. \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ % \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ # \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_  
Loan No. \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ % \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ # \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_  
Loan No. \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ % \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ # \_\_\_\_\_ \$ \_\_\_\_\_

Each creditor will retain its lien until (1) if oversecured, its secured claim is paid in full, or (2) if undersecured, its secured claim is paid in full and the debtor receives a discharge under chapter 13.

4. **CLASS FOUR 4** - ~~Claims~~ Secured or unsecured claims on which the last payment is due after the date on which the final payment under the plan is due ~~by Real or Personal Property Other than the Debtor's Principal Residence for which Arrearages are Paid as Part of the Plan Payment and for which the ongoing obligation will be paid according to the terms of the agreement to the party stated below. The value as of the effective date of the plan of the series of payments to be~~

~~distributed under the plan on account of each secured claim provided for by the plan is equal to the allowed amount of such claim. Defaults will be cured using the interest rate set forth below. (If more than two creditors, attach separate exhibits.)~~

1.  ~~The post-confirmation monthly mortgage payment will be made by the Trustee from the plan payment to:~~
2.  ~~The post-confirmation monthly mortgage payment will be made by the Debtor directly to:~~

\_\_\_\_\_ \$ \_\_\_\_\_  
 (name of creditor)

\_\_\_\_\_ \$ \_\_\_\_\_  
 (name of creditor)

~~The debtor will cure all prepetition arrearages on these claims through the plan payment as set forth below.~~

Name of Creditor and Last Four Digits Loan Number	AMOUNT OF ARREARAGES	INTEREST RATE	EQUAL MONTHLY PAYMENT	NUMBER OF MONTHS	TOTAL PAYMENT
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Name _____ Loan No. _____					
1) Cure of default	\$ _____	% _____	\$ _____	# _____	\$ _____
2) Regular monthly payment	<del>_____</del>	<del>_____</del>	<del>\$ _____</del>	<del># _____</del>	<del>\$ _____</del>

~~\_\_\_\_\_  To the trustee as part of the plan payment during the life of the plan and thereafter directly to the creditor.~~

~~\_\_\_\_\_  Directly to the creditor.~~

Name _____ Loan No. _____					
1) Cure of default	\$ _____	% _____	\$ _____	# _____	\$ _____
2) Regular monthly payment	<del>_____</del>	<del>_____</del>	<del>\$ _____</del>	<del># _____</del>	<del>\$ _____</del>

~~\_\_\_\_\_  To the trustee as part of the plan payment during the life of the plan and thereafter directly to the creditor.~~

~~\_\_\_\_\_  Directly to the creditor.~~

~~Each creditor will retain its lien until (1) if oversecured, its secured claim is paid in full, or (2) if undersecured, its secured claim is paid in full and the debtor receives a discharge under chapter 13.~~

5. **CLASS FIVE 5** - Non-priority Unsecured Claims. Debtor estimates that non-priority general unsecured claims total the sum of \$ \_\_\_\_\_.

Class **5 Five** claims will be paid as follows, ~~subject to the terms of IA herein:~~

(Check one box only.)

Class ~~5 Five~~ claims (including allowed unsecured amounts from Class ~~3 Three~~) are of one class and will be paid pro rata at \_\_\_\_\_% of such claims. ~~Unless the plan provides for payment of 100% to unsecured creditors, the debtor will pay all disposable income to the trustee for at least 36 months and will submit statements of income to the trustee on a semi-annual/annual basis. Unless the plan provides for payment of 100% to unsecured creditors, the debtor will pay all disposable income to the trustee for at least 36 months and will submit statements of income to the trustee on a semi-annual/annual basis. The statements amount of income shall be reviewed by the trustee who may petition the court to increase the monthly payments for cause.~~

OR

Class ~~5 Five~~ claims will be divided into subclasses as shown on the attached Exhibit \_\_\_\_\_ (as well as the justification for the differentiation among the subclasses) and the creditors in each subclass will be paid pro rata. ~~and paid pro rata in each subclass as indicated therein. The Plan provides the same treatment for each claim within each subclass of Class Five. The claims of each subclass are substantially similar and the division into subclasses does not discriminate unfairly~~

~~6. CLASS SIX – Postpetition claims under 11 U.S.C. § 1305. Postpetition claims allowed under 11 U.S.C. § 1305 will be paid in full in equal monthly installments commencing no later than 30 days after entry of an order allowing such claims and concluding on the date of the last payment under the plan, provided sufficient funds are available under the plan or amended plan.~~

**III. COMPARISON WITH CHAPTER 7** - The value as of the effective date of the plan of property to be distributed under the plan on account of each allowed claim is not less than the amount that would be paid on such claim if the estate of the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date. ~~The amount distributed to nonpriority unsecured creditors in chapter 7 would be \$ \_\_\_\_\_ which is estimated to pay \_\_\_\_\_% of the scheduled nonpriority unsecured debt. The percentage distribution to general unsecured creditors in chapter 7 would be (estimate) \_\_\_\_\_%.~~

**IV. PLAN ANALYSIS - TOTAL PAYMENT PROVIDED FOR UNDER THE PLAN**

CLASS <del>1(a) ONE</del> .....	\$ _____
CLASS <del>1(b)</del> .....	\$ _____
CLASS <del>1(c)</del> .....	\$ _____
Unpaid Attorney's fee .....	\$ _____
Internal Revenue Service .....	\$ _____
Franchise Tax Board .....	\$ _____
Other .....	\$ _____
Other .....	\$ _____
CLASS <del>2 TWO</del> .....	\$ _____
CLASS <del>3 THREE</del> .....	\$ _____
CLASS <del>4 FOUR</del> .....	\$ _____
CLASS <del>5 FIVE</del> .....	\$ _____
SUB-TOTAL .....	\$ _____
TRUSTEE'S FEES (Estimate 11% unless advised otherwise.) .....	\$ _____
TOTAL PAYMENTS .....	\$ _____

**V. ENLARGEMENT OF TIME FOR PAYMENTS**

~~If the plan provides for payments over a period of more than 36 months cause exists as follows:~~

\_\_\_\_\_ The plan proposes to pay at least 70% of unsecured claims.

\_\_\_\_\_ Other:

*Cause exists to extend the period of the plan beyond 3 years as follows:*

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**VI. DEBTOR'S ABILITY TO MAKE PAYMENTS AND COMPLY WITH BANKRUPTCY CODE**

Debtor will be able to make all payments and comply with all provisions of the plan, based upon the availability to the debtor of the income and property the debtor proposes to use to complete the plan.

This plan complies with the provisions of chapter 13 and all other applicable provisions of the Bankruptcy Code. Any fee, charge, or amount required to be paid under the United States Code or required by the plan to be paid before confirmation has been paid or will be paid prior to confirmation. *All applicable federal, state and local tax returns as required by 11 U.S.C. §1308 have been filed with the appropriate taxing agency. The action of the debtor in filing the petition was in good faith and the plan has been proposed in good faith and not by any means forbidden by law.*

*The debtor will pay all amounts required to be paid under a domestic support obligation that first became payable after the date of the filing of the petition*

**VII. OTHER PROVISIONS**

A. *The Debtor* rejects the following executory contracts and unexpired leases.

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B. *The Debtor* assumes the executory contracts or unexpired leases set forth in this section. As to each contract or lease assumed, any defaults therein and debtor's proposal for cure of said default(s) is described *in Class 4 of this plan. The debtor has a leasehold interest in personal property and will make all post-petition payments directly to the lessor(s):*

~~Evidence satisfying all requirements for assumption is provided in a separately filed pleading.~~

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C. In addition to the payments specified in *Class 2 and Class 4 Section II herein*, the debtor will make regular payments directly to the following:

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D. *The Debtor* hereby surrenders the following personal or real property. *(Identify property and creditor to which it is surrendered.)*

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E. Miscellaneous provisions: *(specify) (Use Attachment, if necessary)*

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F. The trustee is authorized to disburse funds after the date of confirmation in open court.

*G. The debtor will pay timely all post-confirmation tax liabilities directly to the appropriate taxing authorities.*

**VIII. REVESTMENT OF PROPERTY**

Property of the estate shall not revert in the debtor until such time as a discharge is granted or the case is dismissed. Revestment shall be subject to all liens and encumbrances in existence when the case was filed, except those liens avoided by court order or extinguished by operation of law. In the event the case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the plan, the chapter 13 trustee shall have no further authority or fiduciary duty regarding use, sale, or refinancing of property of the estate, except to respond to any motion for proposed use, sale, or refinancing as required by the *Local Bankruptcy Rules Chapter 13 General Order of this court*. Prior to any discharge or dismissal, the debtor must seek approval of the court to purchase, sell, or refinance real property.

Dated:

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

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California

\_\_\_\_\_  
*Debtor*

Executed on: \_\_\_\_\_

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